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20 **IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA**

21 **IN AND FOR THE COUNTY OF MARICOPA**

22 Patrick Venieris, individually and on behalf of
 23 all other similarly situated,
 24 Plaintiff,

25 vs.

26 PVH Retail Stores, LLC, an Arizona Limited
 27 Liability Company, d/b/a Tommy Hilfiger
 Company Store and/or Tommy Hilfiger,

Defendant.

Case No. **CV2018-005427**

CLASS ACTION COMPLAINT

Demand for Jury Trial

Plaintiff Patrick Venieris brings this action on behalf of himself and all other similarly situated Arizona residents against PVH Retail Stores, LLC ("Defendant"), and based on personal knowledge with respect to himself and on information and belief derived from, among other things, investigation of counsel and review of public documents as to all other matters alleges as follows:

NATURE OF ACTION

1. This is a case about truth in advertising. Tommy Hilfiger claims to be a "premium designer brand" offering accessibly priced clothing, accessories, and other fashion apparel, which is marketed to affluent and aspiring consumers. While last year's global retail sales for Tommy Hilfiger branded merchandise exceeded \$7 billion, this case is limited to Defendant's sales of Tommy Hilfiger merchandise in its Arizona Tommy Hilfiger outlet and company stores (collectively, "Outlet Stores"), which Defendant owns and operates. To increase sales at its Arizona outlet stores, Defendant deceptively and misleadingly displays and advertises its Tommy Hilfiger brand merchandise as being sold at discounted prices. Defendant does this by attaching to its outlet products purported original Tommy Hilfiger hanging price tags referencing its non-outlet online store "Tommy.com" (hereafter, the "Tagged Price") (*see, e.g.*, Figure 1). Defendant then advertises that its Outlet Stores' prices are substantially reduced from that Tagged Price; *e.g.*, 40% off. While Defendant markets its Outlet Stores' offerings as Tommy Hilfiger products discounted from the products' Tagged Prices, these "savings" are only a phantom, because the Tagged Prices are fake.

2. Defendant engages in a pattern and practice of advertising spurious Tagged Prices greater than its sale prices to suggest to consumers that by buying at the Outlet Stores, they are paying substantially less money for the purchased products than if they would have purchased the same products on Tommy.com or in a

Figure 1—Tagged Price



1 retail store. Defendant intended to and did induce Arizona consumers to purchase its products
2 based on these suggested savings. Unbeknownst to consumers, however, the suggested
3 savings were a lie. Defendant has failed to disclose to consumers that its Tagged Prices (a)
4 have no relation to any actual prices for which the products were originally offered or sold at
5 the Outlet Stores or elsewhere, (b) are artificially inflated numbers that are included on
6 products to make the ultimate sale prices appear more affordable, (c) were never the original
7 prices, list prices, or manufacturer's suggested retail prices (MSRP) (collectively, "Original
8 Price") for merchandise sold in Defendant's Arizona Outlet Stores, on Tommy.com, or in
9 retail stores. Nor did Defendant disclose that the products sold in its Outlet Stores were
10 created exclusively for its Outlet Stores and were and are never offered on Tommy.com or in
11 retail store setting.

12 3. Plaintiff brings this action on behalf of himself and all other similarly situated
13 Arizona consumers who, during the relevant limitations period, purchased products at
14 Defendant's Outlet Stores, which were deceptively represented as discounted from a false
15 Tagged Price.

16 4. Plaintiff seeks damages, restitution, injunctive and declarative relief, and other
17 remedies for Defendant's deceptive and unlawful conduct, including ending its false,
18 misleading, and deceptive pricing scheme, correcting the false and misleading perception
19 Defendant has created in the minds of consumers, and obtaining redress for those who have
20 purchased deceptively priced products.

21 JURISDICTION AND VENUE

22 5. This Court has original jurisdiction over this action pursuant to A.R.S. § 12-123.
23 Federal jurisdiction does not exist in this case because it presents no federal question and
24 lacks the minimum diversity required under the Class Action Fairness Act, 28 U.S.C §1332
25 (d)(2), as the parties and at least two-thirds of the proposed Class members are citizens of
26 Arizona.

**THE FACTS AND CIRCUMSTANCES THAT
SUPPORT A RECOVERY FOR PLAINTIFF AND THE CLASS**

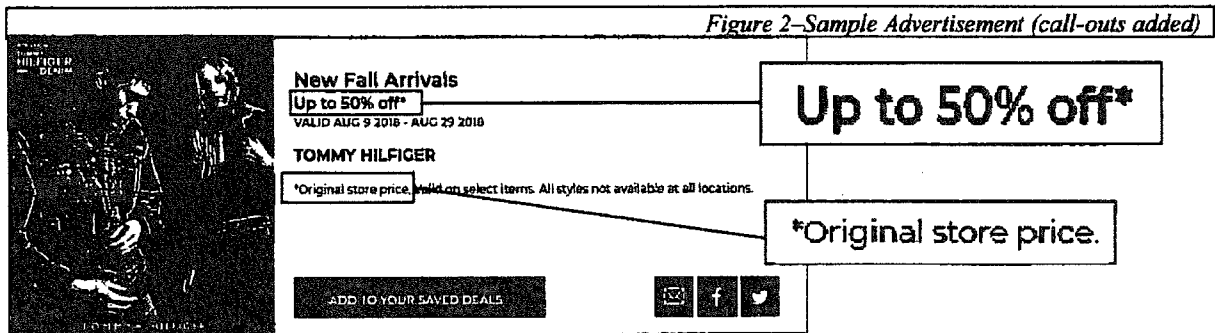
10. It is well known that perceived bargains drive purchasing decisions. In a recent consumer survey, nearly two-thirds of Americans reported that they “usually” buy clothing when it is on sale. To exploit and capitalize on consumers’ desire to purchase clothing on sale, Defendant advertises sham original store prices for its products that are extraordinarily high (the Tagged Price), and then claims to steeply mark down the Tagged Price by advertising that its Outlet Store products are discounted from those original prices.

11. Defendant conveys its deceptive pricing scheme—that its discounts are taken off its products’ original store prices—to consumers uniformly through the use of the Tagged Prices. Defendant prominently advertises false Tagged Prices directly on merchandise and false savings discounts through in-store advertising. Indeed, every or virtually every item offered for sale in Defendant’s Outlet Store contains a Tagged Price.

12. However, Defendant’s merchandise is never sold for the Tagged Price, including at Defendant’s Outlet Stores.

13. For consumers to believe that the Tagged Price was at one time the original sales price for an item is reasonable and by Defendant’s design. Moreover, Defendant bolsters this belief through promotional materials, in-store displays and signage, and print and online advertisements (*see, e.g., Figure 2*).

14. As such, Defendant is intentionally engaging in deceptive pricing by advertising its



1 products to consumers as having inflated original prices for which Defendant never actually
2 sold the products.

3 15. Just as some movies go straight to video, the merchandise at issue here went
4 straight to the Outlet Stores. Indeed, the items Defendant advertises, markets, and sells at its
5 Outlet Stores were never offered for sale at non-Outlet Stores or for the Tagged Price.
6 Instead, the merchandise was and continues to be specially designed for and sold exclusively
7 through Defendant's Outlet Stores. This business model is contrary to the traditional concept
8 of an outlet store, where the same merchandise is sold concurrently or sequentially in
9 traditional retail or online stores and outlet stores. Instead, Tommy Hilfiger's Outlet Stores,
10 here, sell merchandise separate and apart from the merchandise sold at regular retail and
11 online stores.

12 16. Fictitious pricing comparison, in which a retailer persuades consumers to believe
13 they are receiving a greater bargain, diminishes consumer welfare, undermines price
14 competition, and takes away sales from honest retailers. It is a misleading marketing ploy that
15 is incredibly effective at persuading shoppers that they have found a great deal at Defendant's
16 Outlet Stores, which results in consumers paying more than necessary. Indeed, that
17 Defendant even includes the Tagged Prices and advertises the purported savings off that price
18 illustrates that Defendants agree with Plaintiff that price and savings are important factors for
19 most, if not all, consumers making purchasing decisions at outlet malls.

20 17. Through Defendant's false and misleading marketing, advertising, and pricing
21 scheme, Defendant violated and continues to violate Arizona law prohibiting advertising
22 goods for sale using deceptive practices, which convey a misleading impression to consumers
23 as to a product's price, such as falsifying Tagged Prices to mislead consumers into
24 aggrandizing the amount of the actual price reductions. Specifically, Defendant violated and
25 continues to violate, the Arizona Consumer Fraud Act, A.R.S. § 44-1521, *et seq.*, which
26 prohibits:
27

1 The act, use or employment by any person of any deception,
2 deceptive or unfair act or practice, fraud, false pretense, false
3 promise, misrepresentation, or concealment, suppression or
4 omission of any material fact with intent that others rely on such
5 concealment, suppression or omission, in connection with the sale
or advertisement of any merchandise whether or not any person has
in fact been misled, deceived or damaged thereby A.R.S. § 44-
1522(A).

6 18. Defendants failed to disclose to or otherwise inform Plaintiff or the Class the true
7 savings captured by purchasing the merchandise at Defendant's Outlet Stores was
8 significantly less than advertised, that the Tagged Price had no relation to the products'
9 original price and were false, and the Outlet Store products were never sold in stores other
10 than the Outlet Stores or for their advertised Tagged Price. Defendant, nevertheless,
11 deceptively holds the Tagged Price out as the original price for its merchandise. By listing
12 this false "Tagged Price" on the price tag, Defendant misleads consumers into believing that
13 the Tagged Price is an actual price at which the merchandise is/was offered for sale and
14 actually sold to consumers. This is a deceptive and misleading practice.

15 19. The Sale Price – not the inflated and fictitious Tagged Price – is the price at which
16 Defendant's merchandise is actually sold in Defendant's Outlet Stores. Defendant's Sale
17 Prices for the items purchased by Plaintiff were not on sale as represented—they were sold at
18 or near the same prices Defendant usually sell them. Defendant deceived Plaintiff into
19 believing he purchased Defendant's products at a steep discount, when that was untrue.

20 20. Plaintiff and the Class reasonably believed that Defendant's advertised Tagged
21 Prices and Sale Prices were accurate representations regarding the original pricing of
22 Defendant's products and the savings related to their purchasing decisions. Plaintiff and the
23 Class would not have purchased the items or would not have paid the full Sale Price they did,
24 if they had known they were not truly receiving the savings Defendant advertised.

25 21. Defendant's pricing scheme creates an artificial and exaggerated market price for
26 its products. Arizona consumers, including Plaintiff and the Class, have been damaged in the
27

1 amount to be determined at trial by Defendant's improper pricing scheme. There is simply no
2 legitimate basis for Defendant to mislead consumers about the prices of its products and to
3 deceive consumers with non-existent discounts. But this is precisely what Defendant is doing
4 here.

5 22. Defendant knows that its comparative price advertising is false, deceptive,
6 misleading, and unlawful under Arizona law.

7 23. Defendant fraudulently concealed from and intentionally failed to disclose to
8 Plaintiffs and other members of the proposed Class the truth about the advertised Tagged and
9 Sale prices—that the items were made exclusively for the Outlet Stores, never offered for sale
10 at the Tagged Prices, were not discounted to the amount (e.g., 40%) advertised, and were
11 never offered for sale on Tommy.com or other non-outlet retail stores that sold Tommy
12 Hilfiger brand merchandise.

13 24. At all relevant times, Defendant had a duty to disclose to Plaintiff and the proposed
14 Class the truth about the false discounts. Under Arizona law, “[a] merchant is guilty of a
15 class 3 misdemeanor who advertises or displays any brand of goods known to the general
16 public and quotes prices in connection therewith as an inducement to attract purchasers to the
17 place of business so advertised, and makes false statements regarding the quality or merits of
18 the goods advertised.” A.R.S. § 44-1481(B).

19 25. A merchant “commits false advertising, if in connection with the promotion of the
20 sale of property or services, such person recklessly causes to be made or makes a false or
21 misleading statement in any advertising.” A.R.S. § 13-2203.

22 26. Merchants are also prohibited from “[k]nowingly and with the intent to sell to the
23 public real or personal property or services, or to induce the public to acquire an interest
24 therein, mak[ing] and publish[ing] an advertisement, either printed or by public outcry or
25 proclamation, or otherwise, containing any false, fraudulent, deceptive or misleading
26 representations in respect to such property or services, or the manner of its sale or
27 distribution.” A.R.S. 44-1481(A)(1).

1 27. Additionally, the Federal Tort Claims Act, prohibits "unfair or deceptive acts or
2 practices in or affecting commerce" (15 U.S.C. § 45(a)(1)) and prohibits the dissemination of
3 any false advertisements. 15 U.S.C. § 52(a). False former pricing schemes, similar to the one
4 implemented by Defendant, are described in guides by the Federal Trade Commission as
5 constituting "deceptive practices" that would violate the FTCA:

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

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

20 (c) The following is an example of a price comparison based on a
21 fictitious former price. John Doe is a retailer of Brand X fountain
22 pens, which cost him \$5 each. His usual markup is 50 percent over
23 cost; that is, his regular retail price is \$7.50. In order subsequently to
24 offer an unusual "bargain", Doe begins offering Brand X at \$10 per
25 pen. He realizes that he will be able to sell no, or very few, pens at
26 this inflated price. But he doesn't care, for he maintains that price for
only a few days. Then he "cuts" the price to its usual level-\$7.50-and
advertises: "Terrific Bargain: X Pens, Were \$10, Now Only \$7.50!"
27 This is obviously a false claim. The advertised "bargain" is not
genuine.

1 16 C.F.R. § 233.1.

2 28. Plaintiff and the proposed Class reasonably and justifiably acted in reliance on the
3 substantial price differences Defendant advertised, and made purchases believing they were
4 receiving substantial discounts on items of greater value than they actually were. Plaintiff,
5 like other Class members, relied on and were damaged by Defendant's deceptive pricing
6 scheme.

7 **CLASS ACTION ALLEGATIONS**

8 29. Plaintiff brings this action on behalf of himself and all others similarly situated
9 pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and/or 23(b)(3). The proposed
10 class is defined as follows:

11 All Arizona residents who, within the applicable statute of
12 limitations and going forward from the date of filing this
13 Complaint ("Class Period"), purchased any product bearing a false
14 Tagged Price at one of Defendant's Outlet Stores located in the
State of Arizona.

15 30. Plaintiff reserves the right under Rule 23 to amend or modify the Class descriptions
16 with greater specificity or further division into subclasses or limitation to particular issues,
17 based on discovery.

18 31. **Numerosity.** The members of the Class are so numerous and geographically
19 dispersed throughout the state of Arizona that joinder of all members is impractical. While the
20 exact number of Class members is unknown to Plaintiff at this time, he is informed and
21 believes that thousands of individuals have purchased products bearing a false Tagged Price
22 at Defendants' Outlet Stores during the limitation period, which can be confirmed through
23 appropriate discovery and from records obtained from Defendant.

24 32. **Typicality.** Plaintiff's claims are typical of the claims of the members of the Class.
25 He purchased merchandise that was advertised as being substantially discounted from the
26 original price from Defendant at one of its Outlet Stores, and was subjected to Defendant's
27

1 false and deceptive price advertising scheme, as alleged herein. Plaintiff is advancing the
2 same claims and legal theories on behalf of himself and all members of the Class.

3 **33. Adequacy.** Plaintiff will fairly and adequately protect the interests of the members
4 of the Class. Plaintiff has retained counsel experienced in complex consumer class action
5 litigation, and Plaintiff intends to prosecute this action vigorously. Plaintiff has no
6 antagonistic or adverse interest to those of the Class.

7 **34. Common questions exist and predominate.** Common questions of law and fact,
8 which arise from Defendant's uniform pattern and practice of prohibited conduct, exist and
9 predominate over any individual issues affecting the members of the Class. Among the
10 questions of law and fact common to the Class are as follows:

- 11 a. Whether Defendant used false Tagged Price labels and falsely advertised
12 price discounts on Tommy Hilfiger branded products sold in its outlet,
13 factory, and/or company stores.
- 14 b. Whether the Tagged Prices advertised by Defendant were the prevailing
15 market prices for the Tommy Hilfiger branded products.
- 16 c. Whether Defendant's pricing scheme violates Arizona's Consumer Fraud
17 Act.
- 18 d. Whether Defendant engaged in unfair, unlawful, misleading, deceptive,
19 and/or fraudulent advertising.
- 20 e. Whether Plaintiff and the Class are entitled to damages and/or restitution
21 and the proper measure of those amounts.
- 22 f. Whether an injunction is necessary to prevent Defendant from continuing
23 to use false, misleading, or illegal price comparisons.

24 **35. Declaratory and Injunctive Relief.** Defendants have acted or refused to act on
25 grounds generally applicable to Plaintiff and the other members of the Class, thereby making
26 final injunctive relief and declaratory relief, as described below, appropriate with respect to
27 the Class as a whole under Rule 23(b)(2).

1 36. **Superiority.** A class action is superior to other available methods for the fair and
2 efficient adjudication of this controversy because the likelihood of individual Class members
3 prosecuting separate claims is remote and individual Class members do not have a significant
4 interest in individually controlling the prosecution of separate actions.

5 37. The disposition of Plaintiff's and Class members' claims through the class action
6 device will provide substantial judicial economy and benefits to the parties and the Court.
7 Further, the damages for which the individual Class members are entitled are relatively small
8 and the burden and expense of litigation makes it substantially difficult and unlikely that
9 Class members will individually seek redress of Defendant's alleged wrongs. Without the
10 class action procedural device, Defendant's unlawful conduct will continue unabated.

11 38. This action will promote an orderly and expeditious adjudication of the Class
12 claims, and it will promote and foster uniformity of decision.

13 39. Manageability concerns, meanwhile, are minimal. Defendant keeps extensive
14 computerized records of its customers through, *inter alia*, customer loyalty programs and
15 general marketing programs. More specifically, Defendant has one or more databases through
16 which a significant number of Class members may be identified and ascertained, and it
17 maintains contact information, including email and home addresses, through which notice of
18 this action could be disseminated in accordance with due process requirements.

19 40. The Class is ascertainable and there is a well-defined community of interest among
20 the members of the Class because common questions of law and fact predominate, Plaintiff's
21 claims are typical of the members of the Class, and Plaintiff can fairly and adequately
22 represent the interests of the Class.

23 41. The nature of this action and the nature of laws available to Plaintiff and the Class
24 make the use of the class action format a particularly efficient and appropriate procedure to
25 afford relief to him and the Class for the wrongs alleged. The damages or other financial
26 detriment suffered by individual Class members is relatively modest compared to the burden
27 and expense that would be entailed by individual litigation of their claims against Defendant.

1 It would thus be virtually impossible for Plaintiff and Class members, on an individual basis,
2 to obtain effective redress for the wrongs done to them. Absent the class action, Class
3 members and the general public would not likely recover, or would not likely have the chance
4 to recover, damages or restitution, and Defendants will be permitted to retain the proceeds of
5 its misleading and deceptive advertising.

6 PLAINTIFF'S CLAIMS

7 42. Plaintiff visited a Tommy Hilfiger Outlet Store located in Chandler, Arizona on
8 July 31, 2017. In reliance on Defendant's false and deceptive advertising, marketing, and
9 discount pricing scheme, Plaintiff purchased a black men's Stretch Slim Fit Polo (SKU
10 604900976665) for \$32.99 and a men's Chambray short 7 (SKU 631620592424) for \$35.99,
11 totaling for both \$68.98 (\$74.36 with tax). *See* sales receipt and Tagged Prices of purchased
12 products, attached hereto as Exhibit A.

13 43. Defendant, through Tagged Prices and in-store signage advertised the polo shirt as
14 having a Tagged Price of \$54.99 and the short as having a Tagged Price of \$59.99. These
15 products were advertised and sold to Plaintiff at approximately 40% off the listed Tagged
16 Prices. These products, however, were never offered for sale at their Tagged Prices in
17 Defendant's outlet stores. The Tagged Price was simply a sham price used by Defendant to
18 lure Plaintiff into purchasing products at a supposed deep discount.

19 44. Plaintiff relied upon Defendant's artificially inflated Tagged Prices and false
20 discounts when purchasing the items described herein. Indeed, Plaintiff believed the Tagged
21 Prices represented the products original price and that they were actual and legitimate prices
22 at which Defendant had previously sold a substantial number of the same products.

23 45. Had Plaintiff known the Tagged Prices were fictitious and that Defendant never
24 sold the items at those prices, he would not have purchased the products, or would have paid
25 less for each product. Plaintiff would not have made or would have paid less for such
26 purchases but for Defendant's representations of fabricated "Reference" prices and false
27

1 pricing discounts. Therefore, Plaintiff was damaged by his purchase of Defendant's products
 2 in an amount to be established at trial.

3 CLAIM

4 **Violation of Arizona's Consumer Fraud Act, A.R.S. § 44-1521, *et seq.***

5 46. Plaintiff repeats and re-alleges the allegations set forth above as if fully set forth
 6 herein.

7 47. In 1967, Arizona adopted its Consumer Fraud Act "to root out and eliminate
 8 'unlawful practices' in merchant-consumer transactions." *People ex rel. Babbitt v. Green*
 9 *Acres Trust*, 127 Ariz. 160, 164, 618 P.2d 1086, 1090 (Ct. App. 1980).

10 48. Pursuant to the Consumer Fraud Act, A.R.S. § 44-1522, it is unlawful to engage in
 11 false, misleading or deceptive acts or practices in connection with the sale or advertisement of
 12 any merchandise.

13 49. Specifically, the Arizona Consumer Fraud Act proscribes "[t]he act, use or
 14 employment by any person of any deception, deceptive act or practice, fraud, false pretense,
 15 false promise, misrepresentation, or concealment, suppression or omission of any material
 16 fact with intent that others rely upon such concealment, suppression or omission, in
 17 connection with the sale or advertisement of any merchandise whether or not any person has
 18 in fact been, misled, deceived or damaged thereby."

19 50. Plaintiff and Defendants are each "persons" as defined by Ariz. Rev. Stat. § 44-
 20 1521(6). The products at issue are "merchandise" as defined by Ariz. Rev. Stat. § 44-1521(5).

21 51. By omitting, failing to disclose, and actively concealing that the merchandise at
 22 issue was unique to Tommy Hilfiger Outlet Stores and not discounted from an original price
 23 for which it was offered for sale, Defendants engaged, and continue to engage, in deceptive
 24 business practices prohibited by the Arizona Consumer Fraud Act, Ariz. Rev. Stat. § 44-
 25 1522(A).

26 52. Defendants owed Plaintiff a duty to disclose the fictitious nature of the products'
 27 discount because Defendants:

- 1 a) Possessed exclusive knowledge of how the products' "discount" was
- 2 determined;
- 3 b) Possessed exclusive knowledge that the Tagged Price did not represent the
- 4 price for which the products sold in non-outlet retail stores;
- 5 c) Intentionally concealed the fact that the products were "discounted" only
- 6 from fictitious, former prices; and/or
- 7 d) Omitted material information that the products at issue were never sold
- 8 through non-outlet retail channels or at the products' Tagged Price.

9 53. Defendants' omissions were likely to and did in fact deceive reasonable consumers,
10 including Plaintiff, about the true discount—or lack thereof—they received from buying the
11 products at issue.

12 54. Defendants intend and, at all relevant times, have intended, for consumers to rely
13 on the practice described above.

14 55. The aforementioned conduct is fraudulent and deceitful in that, in order to maintain
15 and/or increase its sales and profits, Defendant has, by the use of false statements and/or
16 material omissions, intentionally misrepresented the savings it offered consumers in its outlet
17 stores. Members of the public, especially the least sophisticated readers, were and are likely
18 to be deceived by Defendant's deceptive conduct.

19 56. By reason of the foregoing misrepresentations, concealment, deception, unlawful
20 conduct, or omission of material facts made in connection with the advertisement of its outlet
21 stores' products and prices, Defendant has violated A.R.S. § 44-1522.

22 57. As a result of its violations of the Arizona Consumer Fraud Act detailed above,
23 Defendants caused actual damage to Plaintiff, and, if not stopped, will continue to harm
24 members of the class.

25 58. Plaintiff and the other members of the Class sustained damages as a result of
26 Defendants' unlawful acts and are, therefore, entitled to damages, disgorgement, and
27

1 restitution to Plaintiff and the Class of all of Defendants' revenues associated with the
2 practice at issue in an amount to be established at trial.

3 59. Plaintiff also seeks punitive damages as provided under the Arizona Consumer
4 Fraud Act. Defendant's unlawful and deceptive conduct was knowing, deliberate, wanton,
5 reckless and malicious, and undertaken in conscious disregard of, and reckless indifference
6 to, Plaintiff's and Class Members' interests, and otherwise of a character warranting punitive
7 damages.

8 60. Finally, Plaintiff seeks preliminary and permanent injunctive relief ordering
9 Defendants to cease the labeling practice at issue. Defendant's violation of the Consumer
10 Fraud Act—through its unlawful, deceptive, and fraudulent pricing practices—are ongoing
11 and present a continuing threat that members of the public will be deceived into purchasing
12 products based on price comparisons of arbitrary and inflated original or market prices to sale
13 prices that created merely phantom markdowns and led to financial damage for consumers,
14 like Plaintiff and the proposed Class.

15 WHEREFORE, Plaintiff prays for the following relief:

- 16 1. An order certifying the Class and designating Plaintiff Patrick Venieris as the Class
17 Representative and his counsel as Class Counsel.
- 18 2. Awarding Plaintiff and the Class members damages.
- 19 3. Awarding restitution and disgorgement of all profits and unjust enrichment that
20 Defendant obtained from Plaintiff and the Class members as a result of its
21 deceptive advertising.
- 22 4. Awarding declaratory and injunctive relief as permitted by law or equity, including
23 enjoining Defendant from continuing the deceptive pricing practices as set forth
24 herein, and directing Defendant to identify, with Court supervision, victims of the
25 misconduct and compensate the victims with the requisite funds;
- 26 5. Awarding actual, punitive, and statutory damages as permitted by Arizona law.
- 27 6. For such other relief as the Court may deem necessary or appropriate.

1 DATED: August 31, 2018

Respectfully submitted,

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