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 Superior Court of California
 County of Los Angeles

NOV 15 2018

Sherri R. Carter, Executive Officer/Clerk of Court.

By: Isaac Love, ~~Deputy~~

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
UNLIMITED JURISDICTION

JOHNSON HUNG, individually, and on
 behalf of all others similarly situated,

Plaintiff,

vs.

SAKS, INC., DBA SAKS OFF FIFTH, and
 DOES 1 – 10, inclusive,

Defendant.

Case No.

18STCV05183**CLASS ACTION COMPLAINT**

- (1) Violation of the California False Advertising Act (Cal. Business & Professions Code §§ 17500 *et seq.*); and
- (2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*)
- (3) Violation of the Consumer Legal Remedies Act.

Jury Trial Demanded**BY FAX**

1 Plaintiff JOHNSON HUNG ("Plaintiff"), individually and on behalf of all other members
2 of the public similarly situated, allege as follows:

3 **NATURE OF THE ACTION**

4 1. Plaintiff brings this class action Complaint against Defendant SAKS, INC., DBA
5 SAKS OFF FIFTH (hereinafter "Defendant") to stop Defendant's practice of falsely advertising
6 its clothing and jewelry products and to obtain redress for a California class of consumers
7 ("Class Members") who changed position, within the applicable statute of limitations period, as
8 a result of Defendant's false and misleading advertisements.

9 2. Defendant is a corporation with principal place of business in New York and
10 state of incorporation in Tennessee and is engaged in the sale and distribution of clothing and
11 jewelry.

12 3. Defendant represents that consumers would save vast and certain amounts of
13 money in purchasing Defendant's discounted clothing and jewelry products in relation to the
14 products' original price, when this is in fact false. Defendant misrepresented and falsely
15 advertised to Plaintiff and others similarly situated consumers their clothing and jewelry
16 products (hereinafter "Class Products").

17 4. Plaintiff and others similarly situated purchased or attempt to purchase
18 Defendant's clothing and jewelry products, and they did so on the basis that Defendant said that
19 Plaintiff and other similarly situated would save vast amounts of money in relation to the
20 products' original price.

21 5. Defendant's misrepresentations to Plaintiff and others similarly situated caused
22 them to purchase or attempt Defendant's clothing and jewelry products, which Plaintiff and
23 others similarly situated would not have purchased or attempted to purchase absent these
24 misrepresentations by Defendant and its employees. In so doing, Defendant has violated
25 California consumer protection statutes, including the Unfair Competition Law, False
26 Advertising Law, and the Consumer Legal Remedies Act.

NATURE OF THE CASE & COMMON ALLEGATIONS OF FACT

6. Consumers purchase clothing and jewelry products advertised to be of a certain price, nature and quality, and in the case at bar, they did so under the impression that Defendant was providing consumers with an enormous discount on the original price.

7. Consumers rely on the representations and advertisements of clothing and jewelry products providers in order to know which clothing and jewelry products to purchase. Details as to the price nature and quality of the clothing and jewelry products, such as whether the discount is on the original price or the price inflated by Defendant, are important and material to consumers at the time they purchase clothing and jewelry products from a particular vendor, as consumers are sensitive to the price, nature and quality of the clothing and jewelry products they purchase, compared to what they could purchase from a competing vendor.

8. Defendant is engaged in the marketing and selling of clothing and jewelry products that are marked down a certain percentage and represented as sale items, but reflect a different percentage in relation to the original price of the item, and the true price, nature and quality of the clothing and jewelry products that Defendant sells is neither disclosed to consumers nor discoverable by the same at the time of purchase.

9. When consumers purchase clothing and jewelry products from jewelry repair vendors, they reasonably believe that they will receive services that is of the nature and quality that was advertised and disclosed at the time they agree to purchase said services.

10. Defendant profits from the sale of the clothing and jewelry products. Many consumers would not have purchased or attempted to purchase the clothing and jewelry products where Defendant represent a vastly higher discount rate, or they would have purchased clothing and jewelry products from a competitor.

11. In Plaintiff's case, Plaintiff purchased an article of clothing from Defendant. Defendant represented that the original price of the clothing was \$1,280 and that by purchasing the item, Plaintiff would receive an 82% discount. Subsequently, Plaintiff noticed the tag under the Defendant's price tag reflecting the original price of the item as \$640, meaning that Plaintiff

1 received a discount far less than what was originally advertised to Plaintiff at the time he agreed
2 to purchase clothing and jewelry products.

3 12. Defendant conceals the fact that its clothing and jewelry products are not going
4 to be of the price, nature and quality advertised in order to deceive consumers into purchasing
5 clothing and jewelry products that is different from that which is advertised.

6 13. Defendant does not present consumers with a written copy of the correct terms
7 of the purchase prior to purchase, in order to conceal the deception that is at issue in this case.

8 14. Defendant makes written and oral representations to consumers which contradict
9 the actual price, nature and quality of the services that will be delivered to the consumer after
10 the consumer purchases the services.

11 15. The aforementioned written and oral representations are objectively false, and
12 constitute false advertising under Cal. Bus. & Prof. Code §§ 17500 *et. seq.* an unlawful, unfair,
13 or deceptive business practices under Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, and further
14 constitute a violation of Cal. Civ. Code §§ 1750 *et. seq.*

15 16. Defendant's violations of the law include without limitation the false advertising,
16 marketing, representations, and sale of the falsely advertised Class Products to consumers in
17 California.

18 17. On behalf of the class, Plaintiff seeks an injunction requiring Defendant to cease
19 advertising and selling the Class Products in a manner that is deceptive, to disclose the true
20 nature and quality of its services in a conspicuous manner at or prior to the point of sale, and an
21 award of damages to the Class Members, together with costs and reasonable attorneys' fees.

22 JURISDICTION AND VENUE

23 18. This class action is brought pursuant to California Code of Civil Procedure § 382.
24 All claims in this matter arise exclusively under California law. This Court has personal
25 jurisdiction over Defendant SAKS, INC., DBA SAKS OFF FIFTH because they conduct
26 business and maintain retail locations to provide their clothing and jewelry products within this
27 State.

1 19. This matter is properly brought in the Superior Court of the State of California
2 for the County of Los Angeles, in that Plaintiff purchased the clothing and jewelry products
3 from Los Angeles County, and Defendant provided the products to Plaintiff in that location.

4 **THE PARTIES**

5 20. Plaintiff JOHNSON HUNG is a citizen and resident of the State of California,
6 County of Los Angeles.

7 21. Defendant SAKS, INC., DBA SAKS OFF FIFTH is a Tennessee corporation and
8 headquartered in New York.

9 22. Plaintiff is informed and believes, and thereon alleges, that each and all of the
10 acts and omissions alleged herein were performed by, or is attributable to, Defendant and/or its
11 employees, agents, and/or third parties acting on its behalf, each acting as the agent for the other,
12 with legal authority to act on the other's behalf. The acts of any and all of Defendant's
13 employees, agents, and/or third parties acting on its behalf, were in accordance with, and
14 represent, the official policy of Defendant.

15 23. The above named Defendant, and its subsidiaries and agents, are collectively
16 referred to as "Defendants." The true names and capacities of the Defendants sued herein as
17 DOE DEFENDANTS 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore
18 sues such Defendants by fictitious names. Each of the Defendants designated herein as a DOE
19 is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to
20 amend the Complaint to reflect the true names and capacities of the DOE Defendants when such
21 identities become known.

22 24. Plaintiff is informed and believes, and thereon alleges, that said Defendant is in
23 some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
24 occurrences, and transactions of each and all its employees, agents, and/or third parties acting
25 on its behalf, in proximately causing the damages herein alleged.

26 25. At all relevant times, Defendant ratified each and every act or omission
27 complained of herein. At all relevant times, Defendant, aided and abetted the acts and omissions
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1 as alleged herein.

2 **PLAINTIFF'S FACTS**

3 26. In or around 2018, Plaintiff purchased an article of clothing from Defendant.
4 Defendant represented that plaintiff would be receiving an 82% discount from the original price
5 of the item, which was marked as \$1,280.

6 27. In reliance on these representations, Plaintiff purchased Defendant's clothing and
7 jewelry products.

8 28. Subsequently, Plaintiff noticed the tag on the item under the Defendant's tag,
9 marking the original price of the item as \$640.

10 29. Plaintiff contacted Defendant to resolve the matter, but Defendant left Plaintiff
11 without redress.

12 30. Defendant stated that they have the ability to mark their products' pricing at any
13 amount.

14 31. As a result of Defendant's manner of marking and discounting items, and further
15 stating that the discount was a discount on the original pricing of the item, Plaintiff has
16 experience economic loss due to the misstated discount value of the clothing and jewelry
17 products.

18 32. Had Plaintiff known that Defendant's clothing and jewelry products would not
19 be provided at the discount of 82% on the original price, Plaintiff would not have purchased
20 Defendant's clothing and jewelry products.

21 33. Furthermore, Plaintiff did not discover, nor could he have discovered, the true
22 nature and quality of the clothing and jewelry products until after Plaintiff had purchased the
23 clothing and jewelry products.

24 34. For the clothing and jewelry products, Plaintiff paid more than valuable
25 consideration. Plaintiff relied on the fact that the jewelry repairs services was being advertised
26 as being of a particular price, nature and quality. Plaintiff was never informed, in writing, orally,
27 or in any conspicuous manner, that Defendant could increase the "original pricing" of its items
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1 and then discount them at enormously high rates.

2 35. When purchasing Defendant's clothing and jewelry products, Defendant
3 informed Plaintiff that he would be receiving an 82 percent discount from the original price of
4 the clothing. Plaintiff relied on Defendant's statements about the price, nature and quality of the
5 clothing and jewelry products in deciding to purchase said services from Defendant over other
6 competitors. Plaintiff felt assured by Defendant that the clothing and jewelry products would be
7 as represented by Defendant, namely that the discount would be reflected on the original price
8 of the clothing. Plaintiff would not have agreed to purchase Defendant's clothing and jewelry
9 products if he had known that Defendant would deliver clothing and jewelry products of a price,
10 nature and quality other than what Defendant represented.

11 36. Defendant never informed Plaintiff that they would mark their clothing and
12 jewelry products at a price higher than the original price, and subsequently mark the same
13 clothing at a higher discount, nor did Plaintiff provide his consent to receive such a service.

14 37. Knowledge of the true nature and quality of Defendant's clothing and jewelry
15 products would have impacted Plaintiff's decision to purchase said services from Defendant
16 over other brands or sellers of clothing and jewelry products. Plaintiff would have found it
17 important to his purchase decision to know exactly what he was purchasing, and he believed
18 that he was purchasing clothing and jewelry products that were discounted from the original
19 price.

20 38. Plaintiff felt ripped off and cheated by Defendant for receiving clothing and
21 jewelry products that was different in price, nature and quality that that which Defendant
22 represented. Plaintiff believes that Defendant will continue its action of duping consumers into
23 purchasing clothing and jewelry products that deviates significantly from Defendant's
24 representations, unless Defendant's practices are halted by way of an injunction.

25 39. As a result of Defendant's fraudulent practices, described herein, Plaintiff has
26 suffered emotional distress, wasted time, loss of money, and anxiety.

27 40. Plaintiff alleges on information and belief that it is Defendant's policy and
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1 practice to misrepresent the true nature and quality of its clothing and jewelry products. Plaintiff
2 asserts that this practice constitutes a fraudulent omission of a material fact relating to the nature
3 and quality of its products that would be important to a reasonable consumer to know at the
4 time they purchase Defendant's clothing and jewelry products.

5 41. Plaintiff alleges on information and belief that Defendant's policy and practice
6 is to materially misrepresent the price, nature and quality of its clothing and jewelry products,
7 through said fraudulent omissions and misrepresentations, to induce consumers to reasonably
8 rely on the said misrepresentations, in order to induce their purchase of clothing and jewelry
9 products from Defendant over law abiding competitors.

10 42. Defendant has a duty to disclose the true price, nature and quality of its clothing
11 and jewelry products, including whether or not Defendant will mark up clothing and then
12 provide a discount at a price that is not the original price of the product, to consumers prior to
13 the time they agree to purchase the clothing and jewelry products from Defendant. Defendant
14 has a duty to disclose these material features of their products because such features would be
15 highly important to a reasonable consumer.

16 43. Such sales tactics rely on falsities and have a tendency to mislead and deceive a
17 reasonable consumer.

18 44. Defendant expressly represented to Plaintiff, through written statements, the true
19 nature and quality of its products.

20 45. Plaintiff alleges that such representations were part of a common scheme to
21 mislead consumers and incentivize them to purchase Defendant's clothing and jewelry products.

22 46. In purchasing the Class Products, Plaintiff relied upon Defendant's
23 representations.

24 47. Such representations were clearly false because the true nature and quality of the
25 clothing and jewelry products was different than represented.

26 48. Plaintiff would not have purchased the products if he knew that the above-
27 referenced statements made by Defendant were false.

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1 58. Upon information and belief, the proposed class is composed of thousands of
2 persons. The members of the class are so numerous that joinder of all members would be
3 unfeasible and impractical.

4 59. No violations alleged in this complaint are contingent on any individualized
5 interaction of any kind between Class members and Defendant.

6 60. Rather, all claims in this matter arise from the identical, false, affirmative
7 representations of the services, when in fact, such representations were false.

8 61. There are common questions of law and fact as to the Class Members that
9 predominate over questions affecting only individual members, including but not limited to:

- 10 (a) Whether Defendant engaged in unlawful, unfair, or deceptive business
11 practices in selling Class Products to Plaintiff and other Class Members;
12 (b) Whether Defendant made misrepresentations with respect to the Class
13 Products sold to consumers;
14 (c) Whether Defendant profited from the sale of the wrongly advertised
15 clothing and jewelry products;
16 (d) Whether Defendant violated California Bus. & Prof. Code § 17200, *et*
17 *seq.*, California Bus. & Prof. Code § 17500, *et seq.*, and Cal. Civ. C.
18 §1750 *et seq.*;
19 (e) Whether Plaintiff and Class Members are entitled to equitable and/or
20 injunctive relief;
21 (f) Whether Defendant's unlawful, unfair, and/or deceptive practices harmed
22 Plaintiff and Class Members; and
23 (g) The method of calculation and extent of damages for Plaintiff and Class
24 Members.

25 62. Plaintiff is a member of the Class he seeks to represent

26 63. The claims of Plaintiff are not only typical of all Class members, they are
27 identical.
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Violation of the California False Advertising Act

15 69. Plaintiff incorporates by reference each allegation set forth above as fully set
16 forth herein.

17 70. Pursuant to California Business and Professions Code section 17500, *et seq.*, it
18 is unlawful to engage in advertising “which is untrue or misleading, and which is known, or
19 which by the exercise of reasonable care should be known, to be untrue or misleading . . . [or]
20 to so make or disseminate or cause to be so made or disseminated any such statement as part of
21 a plan or scheme with the intent not to sell that personal property or those services, professional
22 or otherwise, so advertised at the price stated therein, or as so advertised.”

71. California Business and Professions Code section 17500, *et seq.*'s prohibition
against false advertising extends to the use of false or misleading written statements.

72. Defendant misled consumers by making misrepresentations and untrue statements about the Class Products, namely, Defendant sold a clothing and jewelry products that was of a price, nature and quality different than advertised, and made false representations

1 to Plaintiff and other putative class members in order to solicit these transactions.

2 73. Defendant knew that its representations and omissions were untrue and
3 misleading, and deliberately made the aforementioned representations and omissions in order
4 to deceive reasonable consumers like Plaintiff and other Class Members.

5 74. As a direct and proximate result of Defendant's misleading and false advertising,
6 Plaintiff and the other Class Members have suffered injury in fact and have lost money or
7 property, time, and attention. Plaintiff reasonably relied upon Defendant's representations
8 regarding the Class Products. In reasonable reliance on Defendant's false advertisements,
9 Plaintiff and other Class Members purchased the Class Products. In turn Plaintiff and other
10 Class Members ended up with products that were different in ways that put them in danger, and
11 therefore Plaintiff and other Class Members have suffered injury in fact.

12 75. Plaintiff alleges that these false and misleading representations made by
13 Defendant constitute a "scheme with the intent not to sell that personal property or those
14 services, professional or otherwise, so advertised at the price stated therein, or as so advertised."

15 76. Defendant advertised to Plaintiff and other putative class members, through
16 written representations and omissions made by Defendant and its employees, that the Class
17 Products would be of a particular nature and quality.

18 77. Thus, Defendant knowingly sold Class Products to Plaintiff and other putative
19 class members.

20 78. The misleading and false advertising described herein presents a continuing
21 threat to Plaintiff and the Class Members in that Defendant persists and continues to engage in
22 these practices, and will not cease doing so unless and until forced to do so by this Court.
23 Defendant's conduct will continue to cause irreparable injury to consumers unless enjoined or
24 restrained. Plaintiff is entitled to preliminary and permanent injunctive relief ordering
25 Defendant to cease its false advertising, as well as disgorgement and restitution to Plaintiff and
26 all Class Members Defendant's revenues associated with their false advertising, or such portion
27 of those revenues as the Court may find equitable.

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SECOND CAUSE OF ACTION

Violation of Unfair Business Practices Act

(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)

79. Plaintiff incorporates by reference each allegation set forth above as fully set forth herein.

80. Actions for relief under the unfair competition law may be based on any business act or practice that is within the broad definition of the UCL. Such violations of the UCL occur as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required to provide evidence of a causal connection between a defendants' business practices and the alleged harm--that is, evidence that the defendants' conduct caused or was likely to cause substantial injury. It is insufficient for a plaintiff to show merely that the Defendant's conduct created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of unfair competition covers any single act of misconduct, as well as ongoing misconduct.

UNFAIR

81. California Business & Professions Code § 17200 prohibits any "unfair . . . business act or practice." Defendant's acts, omissions, misrepresentations, and practices as alleged herein also constitute "unfair" business acts and practices within the meaning of the UCL in that its conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such conduct. There were reasonably available alternatives to further Defendant's legitimate business interests, other than the conduct described herein. Plaintiff reserves the right to allege further conduct which constitutes other unfair business acts or practices. Such conduct is ongoing and continues to this date.

82. In order to satisfy the "unfair" prong of the UCL, a consumer must show that the injury: (1) is substantial; (2) is not outweighed by any countervailing benefits to consumers or competition; and (3) is not one that consumers themselves could reasonably have avoided.

83. Here, Defendant's conduct has caused and continues to cause substantial injury

1 to Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury
2 in fact due to Defendant's decision to sell them falsely described Class Products. Thus,
3 Defendant's conduct has caused substantial injury to Plaintiff and the members of the Class.

4 84. Moreover, Defendant's conduct as alleged herein solely benefits Defendant
5 while providing no benefit of any kind to any consumer. Such deception utilized by Defendant
6 convinced Plaintiff and members of the Class that the Class Products were a certain nature and
7 quality in order to induce them to spend money on said Class Products. In fact, knowing that
8 Class Products were not of this price, nature and quality, Defendant unfairly profited from their
9 sale. Thus, the injury suffered by Plaintiff and the members of the Class is not outweighed by
10 any countervailing benefits to consumers.

11 85. Finally, the injury suffered by Plaintiff and members of the Class is not an injury
12 that these consumers could reasonably have avoided. After Defendant falsely represented the
13 Class Products, Plaintiff and class members suffered injury in fact due to Defendant's sale of
14 Class Products to them. Defendant failed to take reasonable steps to inform Plaintiff and class
15 members that the Class Products were not advertised as having the price, nature and quality that
16 they in fact have. As such, Defendant took advantage of Defendant's position of perceived
17 power in order to deceive Plaintiff and the Class members to purchase a clothing and jewelry
18 products where Defendant mark products as discounted at the original price of the product,
19 when in fact, the products' prices were increased by Defendant beyond the original amount, and
20 subsequently discounted, reflecting higher discount rates. Therefore, the injury suffered by
21 Plaintiff and members of the Class is not an injury which these consumers could reasonably
22 have avoided.

23 86. Thus, Defendant's conduct has violated the "unfair" prong of California Business
24 & Professions Code § 17200.

25 FRAUDULENT

26 87. California Business & Professions Code § 17200 prohibits any "fraudulent ...
27 business act or practice." In order to prevail under the "fraudulent" prong of the UCL, a
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1 consumer must allege that the fraudulent business practice was likely to deceive members of
2 the public.

3 88. The test for "fraud" as contemplated by California Business and Professions
4 Code § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a §
5 17200 violation can be established even if no one was actually deceived, relied upon the
6 fraudulent practice, or sustained any damage.

7 89. Here, not only were Plaintiff and the Class members likely to be deceived, but
8 these consumers were actually deceived by Defendant. Such deception is evidenced by the fact
9 that Plaintiff agreed to purchase Class Products under the basic assumption that Defendant's
10 products were discounted at the original rate, and the price was not increased before the discount
11 to reflect higher discount rates. Plaintiff's reliance upon Defendant's deceptive statements is
12 reasonable due to the unequal bargaining powers of Defendant and Plaintiff. For the same
13 reason, it is likely that Defendant's fraudulent business practice would deceive other members
14 of the public.

15 90. As explained above, Defendant deceived Plaintiff and other Class Members by
16 representing the Class Products as being a certain nature and quality when in reality they were
17 a significantly different, and thus falsely represented the Class Products.

18 91. Thus, Defendant's conduct has violated the "fraudulent" prong of California
19 Business & Professions Code § 17200.

20 UNLAWFUL

21 92. California Business and Professions Code Section 17200, et seq. prohibits "any
22 unlawful...business act or practice."

23 93. As explained above, Defendant deceived Plaintiff and other Class Members by
24 representing the Class Products as being of a nature and quality different from what they actually
25 were.

26 94. Defendant used false advertising, marketing, and misrepresentations to induce
27 Plaintiff and Class Members to purchase the Class Products, in violation of California Business
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1 and Professions Code Section 17500, et seq.. Had Defendant not falsely advertised, marketed,
 2 or misrepresented the Class Products, Plaintiff and Class Members would not have purchased
 3 the Class Products. Defendant's conduct therefore caused and continues to cause economic
 4 harm to Plaintiff and Class Members.

5 95. This practice of making these representations by Defendant is therefore an
 6 "unlawful" business practice or act under Business and Professions Code Section 17200 *et seq.*

7 96. Defendant has thus engaged in unlawful, unfair, and fraudulent business acts
 8 entitling Plaintiff and Class Members to judgment and equitable relief against Defendant, as set
 9 forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code
 10 section 17203, Plaintiff and Class Members seek an order requiring Defendant to immediately
 11 cease such acts of unlawful, unfair, and fraudulent business practices and requiring Defendant
 12 to correct its actions.

13 **THIRD CAUSE OF ACTION**

14 **Violation of Consumer Legal Remedies Act**

15 **(Cal. Civ. Code §§ 1770 et seq.)**

16 97. Plaintiff incorporates the foregoing paragraphs as though the same were set forth
 17 at length herein.

18 98. Defendant's actions as detailed above constitute a violation of the Consumer
 19 Legal Remedies Act, Cal. Civ. Code §1770 to the extent that Defendant violated the following
 20 provisions of the CLRA:

- 21 a. Passing off goods or services as those of another; Cal. Civ. Code § 1770(1);
- 22 b. Representing that goods or services are of a particular standard, quality, or
- 23 grade, or that goods are of a particular style or model, if they are of another;
- 24 Cal. Civ. Code § 1770(7);
- 25 c. Advertising goods or services with intent not to sell them as advertised; Cal.
- 26 Civ. Code §1770(9);

d. Representing that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law; Cal. Civ. Code §1770(14); and

e. Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not; Cal. Civ. Code §1770(16).

99. On or about November 15, 2018, through his Counsel of record, using certified mail with a return receipt requested, Plaintiff served Defendant with notice of their violations of the CLRA (attached hereto as EXHIBIT A), and asked that Defendant correct, repair, replace or otherwise rectify the goods and services alleged to be in violation of the CLRA; this correspondence advised Defendant that it must take such action within thirty (30) calendar days, and pointed Defendant to the provisions of the CLRA that Plaintiff believes to have been violated by Defendant. Defendant has not replied to this correspondence in a satisfactory manner, and have thereby refused to timely correct, repair, replace or otherwise rectify the issues raised therein.

MISCELLANEOUS

100. Plaintiff and Class Members allege that they have fully complied with all contractual and other legal obligations and fully complied with all conditions precedent to bringing this action or that all such obligations or conditions are excused.

PRAYER FOR RELIEF

101. Plaintiff, on behalf of herself and the Class, requests the following relief:

- (a) An order certifying the Class and appointing Plaintiff as Representative of the Class;
- (b) An order certifying the undersigned counsel as Class Counsel;
- (c) An order requiring SAKS, INC., DBA SAKS OFF FIFTH, at its own cost, to notify all Class Members of the unlawful and deceptive conduct herein;
- (d) An order requiring SAKS, INC., DBA SAKS OFF FIFTH to engage in corrective advertising regarding the conduct discussed above;
- (e) Actual damages suffered by Plaintiff and Class Members as applicable or

1 full restitution of all funds acquired from Plaintiff and Class Members
2 from the sale of misbranded Class Products during the relevant class
3 period;

4 (f) Punitive damages, as allowable, in an amount determined by the Court or
5 jury;

6 (g) All reasonable and necessary attorneys' fees and costs provided by
7 statute, common law or the Court's inherent power;

8 (h) Pre- and post-judgment interest; and

9 (i) All other relief, general or special, legal and equitable, to which Plaintiff
10 and Class Members may be justly entitled as deemed by the Court.

11
12 **REQUEST FOR JURY TRIAL**

13 102. Plaintiff requests a trial by jury as to all claims so triable.

14 Dated: November 15, 2018

15 Respectfully submitted,

16 LAW OFFICES OF TODD M. FRIEDMAN, PC

17 By: /s/Todd M. Friedman

18 TODD M. FRIEDMAN, ESQ.

19 Attorney for Plaintiff JOHNSON HUNG
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