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*on behalf of herself and all others similarly situated*

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

10 LAURA MAYBAUM, on behalf of herself and  
 11 all others similarly situated,

Case No. **21STCV46229**

12 Plaintiff,

**CLASS ACTION**

13 vs.

**COMPLAINT FOR:**

14 TARGET CORPORATION; and DOES 1  
 15 through 10, inclusive,

1. **VIOLATION OF THE UNFAIR COMPETITION LAW, Business and Professional Code § 17200 et seq.;**
2. **VIOLATIONS OF CONSUMER LEGAL REMEDIES ACT, Civil Code §1750 et seq.;**
3. **VIOLATION OF FALSE ADVERTISING LAW, California Business and Professions Code §§ 17500 et seq.; and**
4. **NEGLIGENT MISREPRESENTATION**

16 Defendants.

**DEMAND FOR JURY TRIAL**

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1 Plaintiff LAURA MAYBAUM (“Plaintiff”) hereby alleges, on behalf of herself and all  
2 others similarly situated, the following causes of action against Target Corporation, a Minnesota  
3 corporation, and DOES 1 through 10, inclusive as follows:

4 **I.**

5 **PARTIES**

6 **A. Plaintiff**

7 1. Plaintiff LAURA MAYBAUM (“Maybaum” or “Plaintiff”), is an individual and is  
8 now, and at all times mentioned in this complaint was, a resident of Los Angeles County,  
9 California. During the Class period, Plaintiff was exposed to, saw and relied upon the  
10 advertisement by Defendant Target Corporation (“Target” or “Defendant”) which claimed that each  
11 consumer would receive a “FREE \$10 Target GiftCard” with purchase of certain products.

12 **B. Defendants**

13 2. Defendant Target, is now, and at all times mentioned in this complaint was, a  
14 corporation organized and existing under the laws of the State of Minnesota, with its principal  
15 place of business in Minnesota. Target regularly and systematically advertises, markets and sells  
16 its goods and products to consumers in California, transacting business in this district and  
17 elsewhere throughout California.

18 3. The Superior Court of the State of California for the County of Los Angeles has  
19 jurisdiction over Target because Defendant has qualified with the California Secretary of State to  
20 do business and is doing business in Los Angeles County, California.

21 4. Venue as to each Defendant is proper in this judicial district, pursuant to Code of  
22 Civil Procedure section 395.

23 5. Plaintiff does not know the true names and capacities, whether individual, corporate,  
24 associate, or otherwise, of defendants sued herein as DOES 1 to 100, inclusive, and therefore sues  
25 them by those fictitious names pursuant to California Code of Civil Procedure §474. Plaintiff is  
26 informed and believes, and based thereon alleges, that each of the defendants designated herein as a  
27 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will  
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1 seek leave of court to amend this Complaint to reflect the true names and capacities of the  
2 defendants designated hereinafter as DOES when such identities become known.

3 6. Plaintiff is informed and believes, and based thereon alleges, that each defendant  
4 mentioned in this complaint, acted in all respects pertinent to this action as the agent of the other  
5 defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and  
6 the acts of each defendant are legally attributable to the other defendants.

7 7. Business and Professions Code section 17203 provides that any person who engages  
8 in unfair competition may be enjoined in any court of competent jurisdiction. Business and  
9 Professions Code section 17204 provides that any person acting for the interests of itself, its  
10 members or the general public may bring an action in a court of competent jurisdiction. Thus, the  
11 above-entitled court maintains appropriate jurisdiction to hear this matter.

12 **II.**

13 **FACTUAL ALLEGATIONS**

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15 8. This is a consumer protection class action lawsuit on behalf of purchasers of the  
16 Target products related to the advertising and marketing of Target's purportedly "free" gift cards,  
17 which Plaintiff contends violates the law, including, but not limited to, *Business and Professions*  
18 *Code* Section 17200, *et seq.* (Unfair Competition Law or "UCL"), *Business and Professions Code*  
19 *Section 17500, et seq.* (False Advertising Law or "FAL"), *Civil Code* Section 1750, *et seq.*  
20 (Consumer Legal Remedies Act or "CLRA").

21 9. At all times relevant, Target was and is in the business of selling a broad range of  
22 household goods, food and pet supplies, apparel and accessories, electronics, toys, decor, and other  
23 items under national brands as well as owned and exclusive brands to the consumer public at large,  
24 including consumers in California.

25 10. During the class period, Target has marketed, advertised and offered and continues  
26 to market, advertise and offers "FREE" gift cards with purchase of products. The advertisement  
27 upon which Plaintiff relied stated that a consumer could obtain a "FREE \$10 Target GiftCard" with  
28 the purchase of toys or kids' books totaling \$40 or more (excluding specifically identified toys).

1 However, the gift card was not really free. Instead, Plaintiff, and all other customers (Class  
2 members), were charged \$10 to obtain the purportedly “free” \$10 gift card. Consumers were not  
3 warned prior to the transaction that they would be charged for the purportedly “free” gift card, nor  
4 were they warned that if they or anyone else (e.g. a gift recipient) returned or exchanged one or  
5 more of the qualifying items, they would receive only a discounted amount and not the full,  
6 advertised price of the returned item(s).

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8 11. In or around November 2020, Plaintiff received a Target catalog in the mail.  
9 Attached to the back of the catalog was the advertisement stating, in relevant part, “FREE \$10  
10 Target GiftCard with toys or kids’ books purchase of \$40 or more....” The advertisement said  
11 nothing about any additional “terms and conditions” being applicable to the purchase, other than  
12 what was set forth in the advertisement. A true and correct copy of the advertisement is attached  
13 hereto as Exhibit “A.”

14 12. In reliance on Target’s advertisement, representations and claims that she would  
15 receive a “free” \$10 gift card after spending \$40 on certain toys and/or kids’ books, on or about  
16 November 14, 2020, Plaintiff purchased, among other things, a qualifying toy from Target that was  
17 marked \$40.49 and received her purportedly “free” \$10 Target gift card. A true and correct copy of  
18 the purportedly “free” \$10 Target gift card is attached hereto as Exhibit “B”

19 13. When Plaintiff returned the toy on November 29, 2020, Defendant refused to refund  
20 the full advertised price of the toy or provide store credit for the full advertised price of the toy.

21 14. While Target advertises that the gift card is “free,” Target actually charges the  
22 consumer \$10 less for the items purchased and then *charges the consumer \$10 for the purportedly*  
23 *“free” gift card*. If the consumer then returns the items purchased, the consumer receives the  
24 *discounted* price(s) for same, thereby placing the consumer in a worse position than prior to the  
25 transaction. For example, in Plaintiff’s case, prior to her purchase of the qualifying toy, Plaintiff  
26 had \$40.49 to spend, which she was free to spend however and wherever she pleased. After  
27 returning the toy, Plaintiff was refunded just \$30.49 (which she was free to spend however and  
28 wherever she pleased), but now had a \$10 gift card which had *no cash value and could only be*

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*used at Target*. Plaintiff, and other consumers, were not warned prior to the transaction that they would be *charged* for the purportedly “free” gift card, nor were they warned that if they or anyone else (e.g. a gift recipient) returned or exchanged the purchased item(s), they would receive only a discounted amount and not the full, advertised price of the item(s).

15. Plaintiff and the other Class members have suffered injury in fact as a result of Target’s unfair and misleading advertising as described herein, as the gift cards Defendants advertised as “free” were not in fact free.

16. Plaintiff alleges that over the four years preceding the filing of this Complaint and continuing to the present (the “Class Period”), Target has had an unfair and unlawful practice regarding its advertising, sale of, redemption, and return of retail items purchased with Target gift cards and gift card related promotions. Plaintiff alleges that (a) gift cards advertised as “free” were not in fact free, and (b) when retail items are purchased from Target in connection with a “free” gift card offer, and when those purchased item(s) are returned, Plaintiff and the Putative Class are refunded less than what they are owed. Plaintiff alleges that this policy and practice of Target with these promotions violated California law prohibiting retailers from charging for purportedly “free” items and giving less than full cash credit refunds unless they have a more restrictive refund policy and post it or otherwise provide notice.

17. On information and belief, Plaintiff alleges that by engaging in these practices, Target has also violated, among other laws, the California Consumer Legal Remedies Act, California Civil Code section 1750, *et seq.*, specifically, sections 1770 (9), (13), (14), (17) and (20).

18. Plaintiff alleges that Target has made, and continues to make false, and misleading statements, and has concealed, and continues to conceal, material information in the marketing and advertising of its “free” gift card promotions to consumers during the Class Period, in violation of the law and to the detriment of its customers who participate in these promotions. Plaintiff reserves the right to amend or add to these claims as Plaintiff’s investigation into this matter continues.

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**III.**

**CLASS ALLEGATIONS**

19. Plaintiff brings this action on behalf of herself and on behalf of all persons similarly situated, as more fully explained below. This action is brought and may properly be maintained as a class action pursuant to the provisions of California Code of Civil Procedure section 382 and other applicable law pertaining to class actions. Plaintiff alleges on information and belief that the class size is in excess of the threshold minimum, and satisfies the numerosity requirement.

20. Plaintiff, also referred to as proposed Class Plaintiff, seeks to represent a class of consumers defined as follows:

All persons in California who earned a purportedly “free” Target gift card for which they were charged money, in connection with their participation in a promotion in which the consumer purchased at least one qualifying item from a Target store during the Class Period.

Plaintiff also seeks to represent a subclass of consumers defined as follows:

All persons in California who earned a purportedly “free” Target gift card for which they were charged money, in connection with their participation in a promotion in which the consumer purchased at least one qualifying item from a Target store during the Class Period, and who received less than the full, advertised price of the qualifying item(s), when returning said items to Target.

21. Plaintiff reserves the right to amend or modify the class description(s) with greater specificity and/or specify additional and/or alternative classes and subclasses.

22. This action is brought and may properly be maintained as a class action pursuant to the provisions of California Code of Civil Procedure Section 382 and other applicable law pertaining to class actions. There is a well-defined community of interest in the litigation and the class is easily ascertainable.

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**A. Numerosity**

23. The potential members of the Class as defined are so numerous that individual joinder of all members is impractical under the circumstances of this case. While the exact number of Class Members is unknown to Plaintiff at this time, Plaintiff is informed and believes and thereon alleges that there are thousands, if not hundreds of thousands or more Class Members. Therefore, joinder of all members of the proposed Class, therefore, is not practicable.

24. While the precise number of Class Members is unknown to Plaintiff, the true number of Class Members is known by Defendant. Upon information and belief, Plaintiff alleges that Defendant’s business records will provide extensive data on all purchases made by customers to the Company. Thus, the Class Members may be notified of the pendency of this action by first class mail, electronic mail, and/or by published notice.

**B. Existence and Predominance of Common Questions of Law and Fact.**

25. Common questions of law and fact exist as to all members of the Class and predominate over any questions affecting only individual Class members. These common legal and factual questions include, but are not limited to, the following:

- (a) whether the advertising claims made about the purportedly “free” gift cards issued by Defendants in connection with the promotions in question are untrue, false, misleading, or reasonably likely to deceive;
- (b) whether Defendant’s advertising knowingly concealed or omitted material facts for the purpose of inducing consumers into spending money to obtain the purportedly “free” gift cards;
- (c) whether Defendant’s alleged conduct violates public policy;
- (d) whether Defendant’s alleged conduct constitutes violations of the laws asserted;

- 1 (e) whether Defendant engaged in unfair, unlawful and/or fraudulent business  
2 practices in the advertising of its “free” gift cards;  
3  
4 (f) whether Defendant’s representations, concealments and non-disclosures  
5 concerning the purportedly “free” gift card are likely to deceive consumers;  
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7 (g) whether Plaintiff and Class Members have sustained monetary loss and the  
8 proper measure of that loss, including restitution;  
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10 (h) whether Defendant has been unjustly enriched;  
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12 (i) whether Plaintiff and Class Members are entitled to an award of punitive  
13 damages; and  
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15 (j) whether Plaintiff and Class Members are entitled to declaratory injunctive relief.

13 **C. Typicality**

14 26. Plaintiff’s claims are typical of the claims of the Class Members. Plaintiff and other  
15 Class Members sustained losses, injuries and damages arising out of the Defendant’s common  
16 policies, programs, practices, procedures, and course of conduct referred to in each cause of action  
17 and throughout this Complaint, which were applied uniformly to Class Members as well as to  
18 Plaintiff. Plaintiff seeks recovery for the same types of losses, injuries, and damages as were  
19 suffered by the other Class Members as well as Plaintiff.

20 **D. Adequacy of Representation**

21 27. Plaintiff will fairly and adequately protect the interests of the members of the Class.  
22 Plaintiff has retained counsel experienced and successful in complex consumer class action  
23 litigation. Plaintiff intends to prosecute this action vigorously. Plaintiff has no adverse or  
24 antagonistic interests to those of the Class.

25 **E. Superiority of Class Action**

26 28. A class action is superior to all other available means for the fair and efficient  
27 adjudication of this controversy. The damages or other financial detriment suffered by individual  
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1 Class Members is relatively small compared to the burden and expense that would be entailed by  
2 individual litigation of their claims against the defendant. It would thus be virtually impossible for  
3 the Class, on an individual basis, to obtain effective redress for the wrongs done to them.

4 Furthermore, even if Class Members could afford such individualized litigation, the court system  
5 could not. Individualized litigation would create the danger of inconsistent or contradictory  
6 judgments arising from the same set of facts. Individualized litigation would also increase the  
7 delay and expense to all parties and the court system from the issues raised by this action. By  
8 contrast, the class action device provides the benefits of adjudication of these issues in a single  
9 proceeding, economies of scale, and comprehensive supervision by a single court, and presents no  
10 unusual management difficulties under the circumstances here.

11 **IV.**

12 **CAUSES OF ACTION**

13 **First Cause of Action**

14 *Violation of Unfair Competition Law*

15 *Business & Professions Code Section 17200, et seq.*

16 29. Plaintiff incorporates by reference and realleges each and every allegation contained  
17 in paragraphs 1 through 28 as though fully set forth herein.

18 30. Plaintiff brings this claim individually and on behalf of the Class.

19 31. The Unfair Competition Law, Business & Professions Code §17200, et seq.  
20 (“UCL”), prohibits any “unlawful,” “fraudulent” or “unfair” business act or practice and any false  
21 or misleading advertising. It also prohibits any violation of the FAL. In the course of conducting  
22 business, Defendant committed unlawful business practices by, *inter alia*, making the  
23 representation (which also constitutes advertising within the meaning of §17200) and omissions of  
24 material facts, as set forth more fully herein, and violating Civil Code §§1572, 1573, 1709, 1710,  
25 1711, 1770, Business & Professions Code §§17200, et seq., 17500, et seq., and the common law.

26 32. Defendant made the representation and omissions identified herein as part of a  
27 common scheme to mislead consumers into believing that the Target gift card offered was in fact  
28 “free” with the purchase of certain items. Defendant’s statements and representations about the  
purportedly “free” Target gift card are false, misleading, deceptive and fraudulent under the UCL.

1 As alleged herein, Defendant’s misrepresentations and omissions of material facts, constitute  
2 “unfair” business acts and practices within the meaning of the UCL, in that Defendant’s conduct  
3 was injurious to consumers, offended public policy, and was unethical and unscrupulous.

4 33. Defendant violated the UCL because it was false, misleading, deceptive as to the  
5 fact that the gift card was not “free,” despite representations to the contrary.

6 34. Plaintiff also asserts a violation of public policy by Defendant’s withholding of and  
7 omitting material facts from consumers. Defendant’s violation of California’s consumer protection  
8 and unfair competition laws in California resulted in harm to consumers including Plaintiff and the  
9 Class.

10 35. Plaintiff has suffered injury in fact and lost money as a result of Defendant’s  
11 conduct and in reliance on Defendant’s representations because she paid \$40.49 for a qualifying  
12 item to get a “free” \$10 Target Card, but when she returned the qualifying item, she only received  
13 \$30.49.

14 36. Beginning at an exact date unknown to Plaintiff but at least since a date which is  
15 four years prior to the filing of this complaint, Defendant has committed acts of unfair competition,  
16 as defined by Business and Professions Code section 17200, by making false or misleading  
17 statements of fact concerning reasons for, existence of, or amounts of price reductions; representing  
18 that a transaction confers or involves rights, remedies, or obligations which it does not have or  
19 involve, or which are prohibited by law; and representing that the consumer will receive a rebate,  
20 discount, or other economic benefit, if the earning of the benefit is contingent on an event to occur  
21 subsequent to the consummation of the transaction.

22 37. These acts and practices, as described above, violate Business & Professions Code  
23 section 17200 in the following respects:

- 24 (a) Defendant’s policy/practice of failing to provide full return value or credit violates  
25 California Civil Code Section 1770 and, consequently, constitutes an unlawful business  
26 act of practice within the meaning of Business and Professions Code section 17200.  
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1 (b) Defendants’ practice/policy of “free” gift cards is likely to mislead the general public  
2 and, consequently, constitutes a fraudulent business act or practice within the meaning  
3 of Business and Professions Code section 17200.

4 (c) Defendant’s acts of untrue and misleading advertising are, by definition, violations of  
5 Business and Professions Code section 17200.

6 38. Plaintiff and the Class reserve the right to allege other violations of law which  
7 constitute other unlawful business acts or practices. Such conduct is ongoing and continues to this  
8 date.

9 39. As stated in this complaint, Plaintiff alleges violations of consumer protection,  
10 unfair competition and truth in advertising laws, resulting in harm to consumers. Defendant’s acts  
11 and omissions also violate and offend the public policy against engaging in false and misleading  
12 advertising, unfair competition and deceptive conduct towards consumers. This conduct violates  
13 the unfair prong of Business & Professions Code § 17200, et seq.

14 40. There were reasonably available alternatives to further Defendant’s legitimate  
15 business interests, other than the unlawful and fraudulent conduct described herein.

16 41. Business & Professions Code §17200, et seq., also prohibits any “fraudulent  
17 business act or practice” which is alleged herein.

18 42. Defendant’s actions, claims, nondisclosures, omissions and misleading statements,  
19 as alleged in this Complaint, were false, misleading and likely to deceive the consuming public  
20 within the meaning of Business & Professions Code §17200, et seq.

21 43. Plaintiff and other members of the Class have in fact been deceived as a result of  
22 their reliance on Defendant’s representations and omissions. The unlawful, unfair, and fraudulent  
23 business practices and false and misleading advertising of Defendants, present a continuing threat  
24 to members of the public in that more consumers will be misled by the term “free” in believing that  
25 they are receiving a benefit simply for their loyalty, when in fact, they are pre-paying for these gift  
26 cards.

27 44. As a result of the aforementioned acts, Plaintiff and Class members have lost money  
28 or property and suffered injury in fact. Defendants received and continue to hold credit or cash

1 belonging to Plaintiff and the class who paid full price for items purchased and did not receive full  
2 credit in return.

3 45. As a result of its deception, Defendant has been able to reap unjust revenue and  
4 profit.

5 46. Unless restrained and enjoined, Defendant will continue to engage in the above-  
6 described conduct. Accordingly, injunctive relief is appropriate.

7 47. Plaintiff, on behalf of herself, all others similarly situated, and the general public,  
8 seeks restitution and disgorgement of all money obtained from Plaintiff and the members of the  
9 Class collected as a result of Defendant's unfair business practices, an injunction prohibiting  
10 Defendant from continuing such practices, corrective advertising and all other relief this Court  
11 deems appropriate, consistent with Business & Professions Code §17203.

12 **Second Cause of Action**

13 *Violation of Consumer Legal Remedies Act*  
14 *Civil Code §1750 et seq.*

15 48. Plaintiff incorporates by reference and realleges each and every allegation contained  
16 in paragraphs 1 through 47 as though fully set forth herein.

17 49. Plaintiff brings this claim individually and on behalf of the Class.

18 50. This cause of action is brought pursuant to the Consumers Legal Remedies Act,  
19 California Civil Code §1750, *et seq.* ("CLRA"). Plaintiff and members of the Class are consumers  
20 as defined by California Civil Code §1761(d). Defendant's gift cards described herein are goods  
21 within the meaning of California Civil Code §1761(a).

22 51. As set forth herein, Target advertised that a consumer could obtain a *free* \$10 Target  
23 gift card with the purchase of certain toys or kids' books with a total value of \$40 or more. In  
24 reliance, on November 14, 2020, Plaintiff purchased, among other things, a qualifying toy from  
25 Target that was marked \$40.49 and received a "free" \$10 gift card. Plaintiff later returned the toy,  
26 but Defendant refused to return the toy for the full purchase price.

27 52. The "free" \$10 gift card was not really free. Instead, Plaintiff, and the putative  
28 class, were charged the amount of the gift card (\$10) to get the purportedly "free" gift card.

1 Consumers were not warned prior to the transaction that they would be charged for the purportedly  
2 “free” gift card, nor were they warned that if they or anyone else (e.g. a gift recipient) returned or  
3 exchanged the qualifying item, they would receive only a discounted amount and not the advertised  
4 price of that item.

5 53. Defendant, through its agents and employees, engaged in the following violations of  
6 Civil Code Section 1750 *et seq.*, including Section 1770:

7 (13) Making false or misleading statements of fact concerning reasons for, existence of, or  
8 amounts of price reductions;

9 (14) Representing that a transaction confers or involves rights, remedies, or obligations  
10 which it does not have or involve, or which are prohibited by law; and

11 (17) Representing that the consumer will receive a rebate, discount, or other economic  
12 benefit, if the earning of the benefit is contingent on an event to occur subsequent to the  
13 consummation of the transaction.

14 54. Pursuant to California Civil Code §1782(d), Plaintiff and the Class seek a Court  
15 order enjoining the above-described wrongful acts and practices of Defendant and for restitution  
16 and disgorgement.

17 55. Pursuant to Section 1782 of the Act, by letter dated November 5, 2021, Plaintiff  
18 notified Defendant in writing of the particular violations of the CLRA set forth in §1770 and  
19 demanded that Defendant rectify the problems associated with the actions detailed above and give  
20 notice to all affected consumers of its intent to so act. The CLRA letter was mailed as directed by  
21 Civil Code §1782.

22 56. Plaintiff is informed and believes that Defendant failed to rectify or agree to rectify  
23 the problems associated with the actions detailed above and give notice to all affected consumers  
24 within 30 days of the date of written notice pursuant to §1782 of the Act. Therefore, Plaintiff  
25 further seeks claims for actual, punitive and statutory damages, as appropriate.

26 57. Defendant’s conduct is malicious, fraudulent, willful and wanton, and Defendant  
27 intentionally misleads and withholds material information from consumers in order to increase its  
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1 sales and revenue. Plaintiff and the class members would not have purchased certain items had it  
2 not been for Defendant’s misrepresentations and omissions.

3 **Third Cause of Action**

4 *False Advertising Law*

5 *Business and Professions Code § 17500 et seq.*

6 58. Plaintiff incorporates by reference and realleges each and every allegation contained  
7 in paragraphs 1 through 57 as though fully set forth herein.

8 59. Plaintiff brings this claim individually and on behalf of the Class.

9 60. California Business and Professions Code section 17500 prohibits “unfair,  
10 deceptive, untrue or misleading advertising.”

11 61. Defendant created, disseminated and/or caused to be disseminated the  
12 advertisements identified herein. Defendant’s advertisements regarding the purportedly “free”  
13 Target gift cards are false, deceptive, misleading and fraudulent under the California Business and  
14 Professions Code section 17500 (“FAL”).

15 62. Defendant’s deceptive practices were specifically designed to induce Plaintiff and  
16 members of the Class to purchase Defendant’s products.

17 63. Plaintiff and members of the Class would not have purchased certain items from  
18 Defendant had it not been for Defendant’s misrepresentations and concealment of material facts.  
19 Additionally, Plaintiff and members of the Class were denied the benefit of the bargain when they  
20 decided to purchase the items, purchase the items from Target over purchasing the items from a  
21 competitor, when they returned the items and received less than the advertised price, or when a  
22 recipient returned the item and received less than the advertised price for the item. Had Plaintiff  
23 and members of the Class been aware of Defendant’s false and misleading advertising tactics, they  
24 would not have purchased the items, would have purchased the items from a competitor, or would  
25 not have given the items as gifts.

26 64. The content of the advertisements, as alleged herein, were of a nature likely to  
27 deceive a reasonable consumer.

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65. Defendant knew, or in the exercise of reasonable care, should have known, that the representations were untrue or misleading and likely to deceive reasonable consumers.

66. Defendant’s misrepresentations and omissions alleged herein are objectively material to the reasonable consumer, and reliance upon such misrepresentations and omissions also established causation between Defendant’s conduct and Plaintiff’s and the members of the Class’ injuries.

67. Unless restrained by this Court, Defendant will continue to engage in misleading advertising, as alleged above, in violation of California Business and Professions Code section 17500.

68. As a result of the foregoing, Plaintiff and members of the Class have been injured in fact and lost money or property, and they are entitled to restitution and injunctive relief.

69. The acts of untrue and misleading advertising by Defendant described herein present a continuing threat to members of the public in that consumers are being cheated out of their money. Plaintiff and other members of the general public have no other adequate remedy of law.

**Fourth Cause of Action**  
*Negligent Misrepresentation*

70. Plaintiff incorporates by reference and re-alleges each and every allegation contained in paragraphs 1 through 69 above as though fully set forth herein.

71. Defendant, directly or through its agents and employees, made false representations, concealments, omissions and nondisclosures to Plaintiff and members of the Class. Defendant breached the duties owed to Plaintiff and other consumers with its advertisements, which contained false and misleading statements designed to deceive consumers about the “free” gift card. The advertisements omitted material facts and contained false statements designed to mislead consumers, as alleged herein.

72. Defendant’s advertisements negligently misrepresent the gift cards as “free.”

73. In making the representations of fact and/or omitting material facts to Plaintiff and members of the Class described herein, Defendant has, at a minimum, negligently failed to fulfill

1 its duties to disclose the material facts pertaining to the cost of the gift card and the fact that it is not  
2 free as advertised. The direct and proximate cause of said failure to disclose was the negligence and  
3 carelessness of Defendant.

4 74. In making the representations and omissions, and in doing the acts alleged above,  
5 Defendant acted without any reasonable grounds for believing the representations were true, and  
6 either (a) intended by said representations to induce the reliance of Plaintiff and members of the  
7 Class, or (b) acted in reckless disregard of the possibility that Plaintiff and the members of the class  
8 would rely on the representations in question.

9 75. Plaintiff and members of the Class relied on these false representations,  
10 concealments and nondisclosures by Defendant when purchasing the qualifying items, which  
11 reliance was justified.

12 76. As a result of Defendant's wrongful conduct, Plaintiff and members of the Class  
13 have suffered and continue to suffer economic losses and other general and specific damages,  
14 including but not limited to the amounts paid for the qualifying items, any interest that would have  
15 been accrued on those monies, and other damages, all in an amount to be determined according to  
16 proof at time of trial.

17  
18 **V.**

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff on behalf of herself and all members of the class prays for relief as  
21 follows:

- 22 1. That the Court determine that this action may be maintained as a class action;
- 23 2. That Plaintiff be appointed the representative of the class;
- 24 3. That the attorneys of record for Plaintiff whose names appear in this Complaint be  
25 appointed Class counsel;
- 26 4. Actual damages in an amount to be proven at trial;
- 27 5. Punitive damages;
- 28 6. Costs and attorneys' fees;

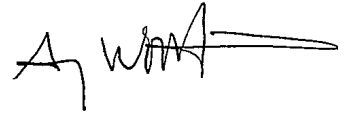


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- 7. Interest as permitted by law; and
- 8. Such other injunctive and equitable relief as the Court may deem proper.

Dated: December 20, 2021

WOOTTON LAW GROUP, LLP



By \_\_\_\_\_  
Amy T. Wootton  
Attorneys for PLAINTIFF LAURA  
MAYBAUM, on behalf of herself and all  
others similarly situated