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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

JAIMIE HERNANDEZ, on behalf of  
herself and all others similarly situated,

Plaintiff,

vs.

RETAIL ECOMMERCE  
VENTURES LLC, a Delaware Limited  
Liability Company, and DOES 1- 50,  
inclusive,

Defendants.

Case No. 5:22-cv-834

**CLASS ACTION COMPLAINT**

**Violations of:**

- 1. California’s Unfair Competition Laws (“UCL”),  
CAL. BUS. & PROF. CODE §§ 17200, et seq.;**
- 2. California’s False Advertising Laws (“FAL”),  
CAL. BUS. & PROF. CODE §§ 17500, et seq.;**
- 3. California Consumer Legal Remedies Act (“CLRA”),  
CAL. CIV. CODE §§ 1750, et seq.;**

**DEMAND FOR JURY TRIAL**

1 Plaintiff Jaimie Hernandez (“Plaintiff”) bring this action on behalf of herself and all  
2 others similarly situated against Defendant Retail Ecommerce Ventures LLC (“Defendant”  
3 or “REV”), and states:

#### 4 **I. NATURE OF THE ACTION**

5 1. Discounts of products benefit both sellers and their customers—when they are  
6 legitimate. To the detriment of consumers, as stated by the Ninth Circuit, sellers are “well  
7 aware of consumers’ susceptibility to a bargain, [and] therefore have an incentive to lie to  
8 their customers.” *Hinojos v. Kohl’s Corp.*, 718 F.3d 1098, 1101 (9th Cir. 2013). Products  
9 perceived by consumers as discounted are thus not always actual bargains, and consumers’  
10 perceptions can stem directly from sellers’ deceptions. This class action seeks monetary  
11 damages, restitution, declaratory and injunctive relief from Defendant arising from its own  
12 deceptive business practice of advertising fictitious “original” prices and corresponding  
13 phantom discounts on its e-commerce website, dressbarn.com, where it sells women’s  
14 clothing and other related items.

15 2. False reference pricing occurs when a seller fabricates a false “original” price  
16 for a product and then offers that product at a substantially lower price under the guise of a  
17 sale. The resulting artificial price disparity misleads consumers into believing the product  
18 they are buying has a higher market value, and it induces them into purchasing the product.  
19 This practice artificially inflates the true market price for these products by raising  
20 consumers’ internal reference price and in turn the value consumers ascribe to these  
21 products (i.e., demand). Consequently, false reference pricing schemes enable retailers, like  
22 Defendant, to sell products above their true market price and value—and consumers are left  
23 to pay the price.

24 3. The following example of a hypothetical DVD seller, which is parallel to  
25 Defendant’s deceptive business practice, illustrates the illegal false reference pricing  
26 scheme and its attendant harm to consumers. A seller knows it can sell a particular DVD at  
27 \$5.00, which represents both the market price and the price at which the seller could  
28 regularly offer the DVD and make a profit. Instead, however, the seller creates an inflated

1 “original” price for the DVD of \$100.00 and advertises the DVD as “on sale” at **90% off**  
2 rendering the “**sale**” price of the DVD \$10.00. When a consumer purchases the DVD, he  
3 presumes he got a “good deal” on a DVD previously sold—i.e., valued by others in the  
4 market—at an “original” price of \$100.00. The consumer’s presumption and purchase stem  
5 directly from the seller’s purposeful deception. For example, if the seller tried to sell that  
6 same DVD for \$10.00 **without** referencing a false original price of \$100.00, and the  
7 attendant 90% off discount, that seller would not be able to sell any DVDs at \$10.00 because  
8 the true, original market price of the DVD is \$5.00. In contrast, by presenting consumers  
9 with a false “original” price of \$100.00, consumers will purchase the DVD at \$10.00; the  
10 seller thus has fabricated an increase in demand for the DVD through the **perceived value**  
11 of both the DVD itself and the substantial discount of \$90.00. Consumers’ increased  
12 willingness and demand to pay \$10.00 for the DVD will in turn impact the overall market  
13 price of the DVD. Therefore, the seller can create a false market price for the DVD at \$10.00  
14 by advertising a false “original” price and a corresponding phantom discount of 90% off.  
15 Plaintiff’s case seeks to remedy this deception, its attendant harm to consumers, and that  
16 disparity—the impact on the increase in market price through Defendant’s application of an  
17 illegal discounting scheme.

18 4. It is well-established that false reference pricing violates state and federal law.  
19 Even so, sellers, including REV, continue to use the tactic because they know they will be  
20 able to increase sales and profits by tricking consumers into making purchasing decisions  
21 based on the advertised reference prices. The information available to consumers varies for  
22 different types of products; nonetheless, consumers frequently lack full information about  
23 products and as a result often use information from sellers to make purchase decisions.

24 5. Through its false and misleading marketing, advertising, and pricing scheme  
25 alleged herein, REV violated, and continues to violate, federal law and various state  
26 consumer protection laws, which prohibit the advertisement of goods for sale discounted  
27 from false former prices. These laws also prohibit the dissemination of misleading  
28

1 statements about the existence and amount of price reductions. Specifically, Defendant  
2 violated and continues to violate:

3 a. California’s Unfair Competition Law (“UCL”), CAL. BUS. & PROF.  
4 CODE §§ 17200, *et seq.*;

5 b. California’s False Advertising Law (“FAL”), CAL. BUS. & PROF. CODE  
6 §§ 17500, *et seq.*; and

7 c. California Consumer Legal Remedies Act (“CLRA”), CAL. CIV. CODE  
8 §§ 1750, *et seq.*

9 6. Plaintiff brings this action on behalf of herself and other similarly situated  
10 consumers who have purchased one or more products through dressbarn.com that were  
11 deceptively represented as discounted from a false reference price. Plaintiff seeks to halt the  
12 dissemination of this false, misleading, and deceptive pricing scheme, to correct the false  
13 and misleading perception it has created in the minds of consumers, and to obtain redress  
14 for those who have purchased products tainted by this deceptive pricing scheme. Plaintiff  
15 also seeks to enjoin Defendant from using false and misleading misrepresentations  
16 regarding former price comparisons in its labeling, marketing, and advertising permanently.  
17 Furthermore, Plaintiff seeks to obtain actual, statutory, and punitive damages, restitution,  
18 injunctive relief, reasonable costs and attorneys’ fees, and other appropriate relief in the  
19 amount by which Defendant was unjustly enriched as a result of its sales offered at a false  
20 discount.

21 **II. JURISDICTION AND VENUE**

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

26 8. The Central District of California has personal jurisdiction over Defendant and  
27 is the proper venue for this action pursuant to 28 U.S.C. § 1391(b)(1) in the Plaintiff resides  
28 and was injured in this district wherein a substantial part of the events or omissions giving

1 rise to her claims occurred. Further, Defendant is a corporation or other business entity that  
 2 conducts substantial business in this district and has sufficient minimum contacts in  
 3 California, and/or otherwise intentionally avail itself to the California market through the  
 4 operation of its e-commerce website dressbarn.com.

### 5 **III. GENERAL ALLEGATIONS**

#### 6 **A. Retailers Benefit from False Reference Pricing Schemes.**

7 9. REV engages in a false and misleading reference price scheme in the  
 8 marketing and selling of its products on its e-commerce website dressbarn.com.

9 10. Sellers substantially benefit from employing false reference pricing schemes  
 10 and experience increased sales because consumers use advertised reference prices to make  
 11 purchase decisions. The information available to consumers can vary significantly amongst  
 12 different types of products.<sup>1</sup> Nonetheless, consumers frequently lack fundamental  
 13 information about a product and as a result often rely on information from sellers to make  
 14 purchase decisions, especially when a product's value or quality is otherwise difficult to  
 15 discern.<sup>2</sup>

16 11. Consumers incorporate Defendant's deceptive advertised reference prices into  
 17 decision processes for a few reasons. First, a product's "price is also used as an indicator of  
 18 product quality."<sup>3</sup> In other words, consumers view Defendant's deceptive advertised  
 19

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20 <sup>1</sup> Even within a product, consumers may have imperfect information on the individual  
 21 attributes. Economists describe "search goods" as those whose attributes "can be  
 22 ascertained in the search process prior to purchase" (e.g., style of a shirt), "experience  
 23 goods" as those whose attributes "can be discovered only after purchase as the product is  
 24 used" (e.g., longevity of a shirt), and "credence goods" as those whose attributes "cannot  
 25 be evaluated in normal use" (e.g., whether the shirt's cotton was produced using organic  
 26 farming methods). Darby, Michael R., and Edi Karni. "Free Competition and the Optimal  
 27 Amount of Fraud." *The Journal of Law and Economics* 16 no. 1 (1973): 67-88, pp. 68-69.

28 <sup>2</sup> "Not only do consumers lack full information about the prices of goods, but their  
 information is probably even poorer about the quality variation of products simply because  
 the latter information is more difficult to obtain". Nelson, Phillip. "Information and  
 Consumer Behavior." *Journal of Political Economy* 78, no. 2 (1970): 311-329, pp. 311-  
 312. *See also* David Adam Friedman, *Reconsidering Fictitious Pricing*, 100 Minn. L. Rev.  
 921, 935 (2016).

<sup>3</sup> Grewal, Dhruv, and Larry D. Compeau. "Comparative price advertising: Informative or  
 deceptive?" *Journal of Public Policy & Marketing* (1992): 52-62, p. 54. *Also see* Thaler,  
 Richard. "Mental Accounting and Consumer Choice." *Marketing Science* 4, no. 3 (1985):  
 199-214, p. 212 ("The [reference price] will be more successful as a reference price the less

1 reference prices as a proxy for product quality. Second, reference prices “appeal[] to  
 2 consumers’ desire for bargains or deals.”<sup>4</sup> Academic researchers note how consumers  
 3 “sometimes expend more time and energy to get a discount than seems reasonable given the  
 4 financial gain involved,” and “often derive more satisfaction from finding a sale price than  
 5 might be expected on the basis of the amount of money they actually save.”<sup>5</sup> Under this  
 6 concept, coined “transaction utility” by Noble Prize-winning economist Richard Thaler,  
 7 consumers place some value on the psychological experience of obtaining a product at a  
 8 perceived bargain.<sup>6</sup>

9 12. Research in marketing and economics has long recognized that consumer  
 10 demand can be influenced by “internal” and “external” reference prices.<sup>7</sup> Internal reference  
 11 prices are “prices stored in memory” (*e.g.*, a consumer’s price expectations adapted from  
 12 past experience) while external reference prices are “provided by observed stimuli in the  
 13 purchase environment” (*e.g.*, a “suggested retail price,” or other comparative sale price).<sup>8</sup>  
 14 Researchers report that consumer’s internal reference prices adjust toward external  
 15 reference prices when valuing a product.<sup>9</sup> For products purchased infrequently, external

16 \_\_\_\_\_  
 17 often the good is purchased. The [reference price] is most likely to serve as a proxy for  
 18 quality when the consumer has trouble determining quality in other ways (such as by  
 inspection”).

19 <sup>4</sup> Grewal, Dhruv, and Larry D. Compeau. “Comparative price advertising: Informative or  
 20 deceptive?” *Journal of Public Policy & Marketing* (1992): 52-62, p. 52.

21 <sup>5</sup> Darke, Peter and Darren Dahl. “Fairness and Discounts: The Subjective Value of a  
 22 Bargain.” *Journal of Consumer Psychology* 13, no 3 (2003): 328-338, p. 328.

23 <sup>6</sup> “To incorporate ... the psychology of buying into the model, two kinds of utility are  
 24 postulated: *acquisition utility* and *transaction utility*. The former depends on the value of  
 25 the good received compared to the outlay, the latter depends solely on the perceived merits  
 26 of the ‘deal’”. Thaler, Richard. “Mental Accounting and Consumer Choice.” *Marketing  
 Science* 4, no. 3 (1985): 199-214, p. 205.

27 <sup>7</sup> Empirical results “suggest that internal reference prices are a significant factor in purchase  
 28 decisions. The results also add empirical evidence that external reference prices  
 significantly enter the brand-choice decision.” Mayhew, Glenn E. and Russell S. Winer.  
 “An Empirical Analysis of Internal and External Reference Prices using Scanner Data.”  
*Journal of Consumer Research* 19, no. 1 (1992): 62-70, p. 68.

<sup>8</sup> Mayhew, Glenn E. and Russell S. Winer. “An Empirical Analysis of Internal and External  
 Reference Prices using Scanner Data.” *Journal of Consumer Research* 19, no. 1 (1992): 62-  
 70, p. 62.

<sup>9</sup> “Buyers’ internal reference prices adapt to the stimuli prices presented in the  
 advertisement. That is, buyers either adjust their internal reference price or accept the  
 advertised reference price to make judgments about the product’s value and the value of the



1 reference prices can be particularly influential because these consumers have little or no  
 2 prior internal reference.<sup>10</sup> In other words, “[t]he deceptive potential of such advertised  
 3 reference prices are likely to be considerably higher for buyers with less experience or  
 4 knowledge of the product and product category.”<sup>11</sup> Academic literature further reports that  
 5 “there is ample evidence that consumers use reference prices in making brand choices”<sup>12</sup>  
 6 and publications have summarized the empirical data as follows:

7       Inflated reference prices can have multiple effects on consumers. They can  
 8 increase consumers’ value perceptions (transaction value and acquisition  
 9 value), reduce their search intentions for lower prices, increase their purchase  
 10 intentions, and reduce their purchase intentions for competing products ...  
 11 Inflated and/or false advertised reference prices enhance consumers’ internal  
 12 reference price estimates and, ultimately, increase their perceptions of value  
 13 and likelihood to purchase[.]<sup>13</sup>

14       13. Sellers, including Defendant, understand consumers are vulnerable to  
 15 perceived bargains. Thus, Defendant has a substantial financial interest in exploiting  
 16 consumers’ well-known behavioral tendencies by inducing consumers into believing they  
 17 are receiving a bargain—even when they are not. The phenomena of people  
 18 disproportionately relying on an initial piece of information when making a decision, known

19  
 20  
 21  
 22 deal.” Grewal, Dhruv, Kent B. Monroe, and Ramayya Krishnan. “The Effects of Price-  
 Comparison Advertising on Buyers’ Perceptions of Acquisition Value, Transaction Value,  
 and Behavioral Intentions.” *The Journal of Marketing* 62 (1998): 46-59, p. 48.

23 <sup>10</sup> As Thaler notes, “the [suggested retail price] will be more successful as a reference price  
 24 the less often the good is purchased.” Thaler, Richard. “Mental Accounting and Consumer  
 Choice.” *Marketing Science* 4, no. 3 (1985): 199-214, p. 212.

25 <sup>11</sup> Grewal, Dhruv, and Larry D. Compeau. “Pricing and public policy: A research agenda  
 26 and an overview of the special issue.” *Journal of Public Policy & Marketing* 18, no. 1  
 (1999): 3-10, p. 7.

27 <sup>12</sup> Kalyanaram, Gurusurthy, and Russell S. Winer. “Empirical Generalizations from  
 Reference Price Research.” *Marketing Science* 14, no. 3 (1995): G161-G169, p. G161.

28 <sup>13</sup> Grewal, Dhruv, and Larry D. Compeau. “Pricing and public policy: A research agenda  
 and an overview of the special issue.” *Journal of Public Policy & Marketing* 18, no. 1  
 (1999): 3-10, p. 7.

1 as “anchoring,”<sup>14</sup> is especially relevant in this context.<sup>15</sup> Reference prices are often the *first*,  
 2 if not the *only*, insight into a product besides the sale price itself. Thus, consumers use the  
 3 reference price as a baseline upon which to perceive a product’s value.

4 **B. California and Federal Pricing Regulations Prohibit False “Original  
 5 price” references and Out-Dated “Original price” references.**

6 14. Under California law, a seller may only discount an item from its own *original*  
 7 *price* for up to 90 days; or in the alternative, a seller may offer a discount from the original  
 8 price of an item being offered by a competitor, within the relevant market, for up to 90 days.  
 9 In either scenario, a seller can only offer a “sale” from an original price for 90 days. At that  
 10 point, on day 91, the seller has two options: the product must either return to its full original  
 11 price, or the seller may continue to sell the product at the discounted price, as long as it  
 12 discloses to the consumer the date on which the product was last offered for sale at its  
 13 alleged former price. See BUS. & PROF. CODE § 17501. Under California law, a seller  
 14 cannot use an old, outdated, “original price” as the basis for a sale or discount, unless it  
 15 discloses to the consumer the date on which the prior original price was offered in the  
 16 market. *Id.*

17 15. Additionally, laws in the State of California expressly prohibit making false or  
 18 misleading statements of fact “concerning reasons for, existence of, or amounts of price  
 19 reductions.” See CAL. CIV. CODE § 1770(a)(13).

20 16. Further, under the FTCA, when a seller offers a discount from its own, former  
 21 *original price*, the original price is required to have been a price at which the seller held  
 22 that item out for sale on a regular basis, for a commercially reasonable period of time. See  
 23 16 C.F.R. § 233.1(a) and (b).

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 25  
 26  
 27 <sup>14</sup> See Program on Negotiation, *Anchoring Effect*, HARV. L. SCH., <http://www.pon.harvard.edu/tag/anchoring-effect> (“[T]he anchoring effect, [is] the tendency for the first offer to  
 28 “anchor” the bargaining that follows in its direction, even if the offer recipient thinks the offer is out of line.”).

<sup>15</sup> Friedman, *supra* note 2, at 933.



1           **C. Defendant’s Fraudulent Price Discounting Scheme Violates California**  
2           **and Other Federal Regulations.**

3           17. Defendant engages in a false and misleading reference price scheme in the  
4 marketing and selling of the products offered on its e-commerce website dressbarn.com.  
5 Defendant advertises women’s clothing and other related items for sale by listing them with  
6 a fictitious original price and a corresponding sale price. The original price communicates  
7 “the product’s worth and the prestige that ownership of the product conveys.” *Hinojos*, 718  
8 F.3d at 1106 (citing Dhruv Grewal & Larry D. Compeau, *Comparative Price Advertising:*  
9 *Informative or Deceptive?*, 11 J. PUB. POL’Y & MKTG. 52, 55 (Spring 1992) (“By creating  
10 an impression of savings, the presence of a higher reference price enhances subjects’  
11 perceived value and willingness to buy the product.”). “Misinformation about a product’s  
12 ‘normal’ price is . . . significant to many consumers in the same way as a false product label  
13 would be.” *Hinojos*, 718 F.3d at 1106.

14           18. Defendant consistently advertises its products on its e-commerce website  
15 dressbarn.com alongside an “original” price and the corresponding sale price. Defendant  
16 advertises a seemingly original price, in truth a false reference price, with a “strikethrough.”  
17 The false reference price operates as a baseline consumers rely on to assess a product’s value.  
18 Moreover, it is shown alongside the original price to communicate to consumers that  
19 Defendant is selling a product at a substantial discount, even though the product is not in fact  
20 discounted. The sale price displayed directly next to the false reference price conveys the  
21 “deep discount” at which Defendant presently offers a product, ostensibly for a limited time.

22           19. However, the products sold on Defendant’s e-commerce website  
23 dressbarn.com are never sold at the price displayed with a strikethrough—the price  
24 consumers are led to presume is the full original price. The “deep discount” of products  
25 communicated to consumers viewing Defendant’s e-commerce website dressbarn.com  
26 constitutes a misrepresentation by Defendant. The “original” price merely serves as a false  
27 reference price Defendant uses as part of a larger scheme to deceptively manufacture false  
28 discounts to incentivize consumers to make purchases.

1           20. To reiterate, the products sold on dressbarn.com show the original price with  
2 a strikethrough alongside the corresponding sale price immediately next to a picture of the  
3 product. For example, as seen in Exhibit A, a product entitled “Secret Agent Tummy  
4 Control Pants – Average Length” shows an “original” price of “~~\$48.95~~” directly next to the  
5 sale price of “\$36.95.” Defendant lists the false reference price with a strikethrough, which  
6 suggests to customers that Defendant previously offered its products at the strikethrough  
7 price. Attached hereto as Exhibit A are numerous snapshots from dressbarn.com acquired  
8 through the Wayback Machine—a well-regarded archive of internet webpages as they  
9 existed at a singular point in time—depicting the false reference pricing scheme, including  
10 of the product used in the above-mentioned example.

11           21. Defendant’s purposeful practice operates by deceiving consumers into  
12 (1) making purchases they otherwise would not have made and (2) paying substantially  
13 more for products they believed are heavily discounted and thus worth more than their  
14 actual value. The only plausible explanation for Defendant’s above illustrated practice is to  
15 drive sales, artificially inflate the perceived value of its products, and, as a result, artificially  
16 inflate the price at which consumers are willing to buy its products. Defendant has, and  
17 without intervention will continue to, increase sales by creating the illusion of short-lived  
18 bargains through purporting to offer products on sale from false original prices.

19           22. Defendant’s perpetual listings of its products as discounted on its e-commerce  
20 website dressbarn.com constitute false, fraudulent, and deceptive advertising because the  
21 advertised reference prices it displays list substantially higher prices than those ever offered  
22 by Defendant. The reference prices only serve to deceive consumers; they function as  
23 benchmark prices from which the false discount and corresponding “sale” price are derived.  
24 Defendant’s scheme tricks consumers into justifiably believing they are getting a significant  
25 deal when, in reality, consumers are paying the usual retail price for products.

26           23. In sum, the false reference prices, the strikethrough of said prices, and the sale  
27 prices all displayed next to each other on product listing pages on Defendant’s e-commerce  
28 website dressbarn.com are all part of Defendant’s purposeful, deceptive scheme. The

1 products sold through Defendant’s e-commerce website dressbarn.com are never offered  
2 for sale, nor sold, at the advertised false reference price. Defendant advertises false  
3 reference prices with a purpose to induce consumers into believing its products were once  
4 sold at said price. The strikethrough of the false reference prices next to products creates a  
5 false sense of urgency in consumers. Defendant intends for consumers to be misled that  
6 Defendant will sell its products at the advertised, higher reference price “again” if they do  
7 not purchase its products soon; and consumers are misled. Consumers believe they are  
8 receiving a substantial bargain when they purchase products on Defendant’s e-commerce  
9 website at the “discounted” sale price. However, Defendant did not actually sell products  
10 on its e-commerce website dressbarn.com at the advertised reference prices within 90 days  
11 of discounting them. In fact, Defendant never offered or sold products at their advertised  
12 false reference price, and consumers thus never received a true bargain. All while fully  
13 aware of its deception, Defendant has achieved, and might continue to achieve, its ultimate,  
14 continuing purpose of driving sales with sham markdowns.

15 24. Nowhere on Defendant’s e-commerce website dressbarn.com does Defendant  
16 disclose that the reference or “original” prices displayed are not: former prices; or recent,  
17 within 90 days, regularly offered former prices; or prices at which identical products are  
18 sold elsewhere in the market. The omission of these disclosures, coupled with Defendant’s  
19 use of fictitious advertised reference prices, renders Defendant’s pricing scheme inherently  
20 misleading.

21 25. Moreover, the advertised discounts were fictitious because the reference prices  
22 did not represent a *bona fide* price at which Defendant previously sold or offered to sell the  
23 products, on a regular basis, for a commercially reasonable period of time, as required by  
24 the Federal Trade Commission (“FTC”). In addition, the represented advertised reference  
25 prices were not the prevailing market retail price within the three months (90 days)  
26 immediately preceding the publication of the advertised former reference price, as required  
27 by California law.

28

1 26. Thus, Defendant's scheme intends to, and does, provide misinformation to the  
2 customer. This misinformation communicates to consumers, including Plaintiff, that the  
3 products sold on Defendant's e-commerce website dressbarn.com have greater value than  
4 the advertised discounted price.

5 27. The reference prices listed and advertised on products sold through  
6 Defendant's e-commerce website dressbarn.com are false or severely outdated reference  
7 prices, utilized only to perpetuate Defendant's false discount scheme.

8 28. Defendant knows that its reference price advertising is false, deceptive,  
9 misleading, and unlawful under state and federal law.

10 29. Defendant fraudulently concealed from, and intentionally failed to disclose to,  
11 Plaintiff and other members of the Class the truth about its advertised discount prices and  
12 former reference prices.

13 30. At all relevant times, Defendant has been under a duty to Plaintiff and the Class  
14 to disclose the truth about its false discounts.

15 **D. Investigation**

16 31. Products sold on REV's e-commerce website dressbarn.com are priced  
17 uniformly. In other words, the products sold by Defendant bears a substantially discounted  
18 sale price that appears next to the "crossed out" or "strikethrough" original price. Plaintiff's  
19 counsel's investigation confirmed that the merchandise purchased by Plaintiff was priced  
20 with a false reference price and a corresponding discounted price for at least the 90-day  
21 period immediately preceding Plaintiff's purchase in violation of California law. The  
22 merchandise purchased by Plaintiff was not, and is not, offered for sale in any other market.

23 32. Plaintiff's counsel conducted a thorough investigation of Defendant's website.  
24 Plaintiff's counsel deployed a sophisticated software program to track each item offered for  
25 sale on the dressbarn.com website. Plaintiff's counsel tracked the pricing of certain  
26 merchandise offered for sale through dressbarn.com various periods from 2020 through the  
27 present. A sample of the items tracked are attached as Exhibit B. For the duration of the  
28 tracking period, each product remained significantly discounted from its reference price.

1 The investigation indicated the false reference pricing scheme was uniform across  
2 Defendant's e-commerce website dressbarn.com.

3 33. Plaintiff's counsel also researched Defendant's e-commerce website  
4 dressbarn.com through the Wayback Machine. The website snapshots recorded by the  
5 Wayback Machine are consistent with Plaintiff's counsel's investigation. As a result,  
6 Plaintiff's counsel's investigation has tracked nearly every item on Defendant's website  
7 from 2020 through the present.

8 34. The false reference price and corresponding discount price scheme were both  
9 uniform and identical on almost all products sold through Defendant's e-commerce website  
10 dressbarn.com. The only change was the requisite "discount" on certain products.

11 35. Thus, the fraudulent price scheme applies to all products offered for sale  
12 through Defendant's e-commerce website dressbarn.com, including the products purchased  
13 by Plaintiff. Thus, the fraudulent price scheme applies to all products offered for sale  
14 through Defendant's e-commerce website dressbarn.com, including the product purchased  
15 by Plaintiff.

#### 16 **IV. PARTIES**

##### 17 **Plaintiff**

18 36. Plaintiff Jaimie Hernandez resides in Fontana, California. Plaintiff, in reliance  
19 on Defendant's false and deceptive advertising, marketing and discounting pricing schemes,  
20 purchased the following items online from Fontana, California on or around April 1, 2022:

No.	Item:	False Reference Price:	Sale Price paid by Plaintiff:
1	Westport Signature Skinny Ankle Jeans with Snap Button At Ankle	\$56.95	\$33.32
2	2 Piece Lounge Set	\$84.95	\$49.70
3	Havaianas Women's H. L. Metallic Rubber Sandal	\$18.99	\$11.11
4	Adrienne Vittadini Fringe Detail With Hood Cardigan	\$60.95	\$35.66

1 37. Plaintiff examined each of the above-listed products on Defendant's website  
2 dressbarn.com before deciding to purchase the aforementioned items after reviewing the  
3 item's advertised sale price. The items Plaintiff purchased were advertised as having an  
4 original price, which had a strikethrough over it on the website. Defendant advertised the  
5 items as having a sale price at a discount for each item.

6 38. After observing the original price of the items and the accompanying the sale  
7 price, Plaintiff believed she was receiving a significant discount on the products she had  
8 chosen. Because she was interested in the products and felt that the discounted price would  
9 likely not last, and that she was getting a significant bargain on the products, she proceeded  
10 to finish checking out and purchased them.

11 39. However, the products that Plaintiff purchased were never offered for sale at  
12 the original price listed on Defendant's e-commerce website and certainly not within the  
13 90 days preceding Plaintiff's purchase. Neither Plaintiff's receipt nor any other language on  
14 the website observed or relied upon by Plaintiff indicated that the products were not offered  
15 previously at the advertised reference price.

16 40. Plaintiff reasonably relied upon Defendant's artificially inflated reference  
17 prices and false discounts when purchasing products from Defendant's e-commerce website  
18 dressbarn.com. Plaintiff would not have made such purchases but for Defendant's  
19 representations regarding the substantial discount being offered for the products. Plaintiff  
20 would like to continue buying from Defendant's e-commerce website in the future but  
21 cannot be certain of the veracity of Defendant's advertised bargains.

22 41. Plaintiff and the Class reasonably and justifiably acted and relied on the  
23 substantial price differences that Defendant advertised, and they made purchases believing  
24 they were receiving a substantial discount on products of greater value than the value they  
25 had in actuality. Plaintiff, like other Class members, was lured in, relied on, and was  
26 damaged by the deceptive pricing scheme Defendant carried out.

27 42. Plaintiff was damaged in her purchases because Defendant's false reference  
28 price discounting scheme inflated the true market value of items she purchased. Plaintiff is



1 susceptible to this reoccurring harm because she cannot be certain that Defendant has  
2 corrected this deceptive pricing scheme and she desires to shop at Defendant's e-commerce  
3 website dressbarn.com in the future. However, she currently cannot trust that Defendant  
4 will accurately price its products truthfully and in a non-misleading fashion in compliance  
5 with applicable law. Plaintiff does not have the resources on her own to determine whether  
6 Defendant is complying with State and Federal law with respect to its pricing practices.

7 43. Additionally, because of the wide selection of items available on Defendant's  
8 website, and due to the likelihood that Defendant may yet develop and market additional  
9 falsely priced items for sale online, Plaintiff may again, though by mistake, purchase a  
10 falsely discounted item from Defendant under the impression that the advertised reference  
11 price represented a *bona fide* former price at which the item was previously offered for sale  
12 by Defendant. Indeed, Plaintiff desires to continue purchasing items from dressbarn.com in  
13 the future. Moreover, Class members will continue to purchase products from  
14 dressbarn.com while reasonably but incorrectly believing that their advertised reference  
15 prices represent *bona fide* former prices at which they were previously offered for sale by  
16 Defendant.

17 44. Absent an equitable injunction enjoining Defendant from continuing in the  
18 unlawful course of conduct alleged herein, Plaintiff, Class members and the public will be  
19 irreparably harmed and denied an effective and complete remedy because they face a real  
20 and tangible threat of future harm emanating from Defendant's ongoing conduct that cannot  
21 be remedied with monetary damages. Accordingly, Plaintiff, Class members, and the  
22 general public lack an adequate remedy at law and an injunction is the only form of relief  
23 which will guarantee Plaintiff and other consumers the appropriate assurances.

24 45. Moreover, Plaintiff lacks an adequate remedy at law with respect to her claim  
25 for equitable restitution because she has not yet retained an expert to determine whether an  
26 award of damages can or will adequately remedy her monetary losses caused by Defendant.  
27 Particularly, as legal damages focus on remedying the loss to the plaintiff and equitable  
28 restitution focuses wholly distinctly on restoring monies wrongly acquired by the defendant,

1 legal damages are inadequate to remedy Plaintiff's loss because Plaintiff does not know at  
2 this juncture, and is certainly not required to set forth evidence, whether a model for legal  
3 damages (as opposed to equitable restitution) will be viable or will adequately compensate  
4 Plaintiff's losses.

5 46. Finally, Plaintiff's case is substantially predicated on Defendant's violation of  
6 CAL BUS. & PROF. CODE § 17501, an equitable claim, as Plaintiff's counsel's investigation  
7 revolved around ensuring that Defendant did not sell products at the indicated reference  
8 price within the 90 days preceding Plaintiff's purchase and, likewise, that Defendant failed  
9 to disclose to consumers the date on which products was last offered at its advertised  
10 reference price. This claim and test of liability go to the heart of Plaintiff's case and the  
11 same test is not available under a CLRA legal claim for damages. Thus, Plaintiff does *not*  
12 have an adequate remedy at law because the CLRA does not provide the same metric of  
13 liability as CAL BUS. & PROF. CODE § 17501, which is integral not only to Plaintiff's prayer  
14 for restitution, but also to Plaintiff's very theory of liability at trial.

15 **Defendant**

16 47. Plaintiff is informed and believes, and upon such information and belief  
17 alleges, Defendant is a limited liability company organized under the laws of Delaware with  
18 its principal executive offices in Miami Beach, Florida. Defendant operates the  
19 dressbarn.com website, and advertises, markets, distributes, and/or sells women's retail  
20 products in California, and throughout the United States.

21 48. Plaintiff does not know the true names or capacities of the persons or entities  
22 sued herein as Does 1-50, inclusive, and therefore sues such defendants by such fictitious  
23 names. Plaintiff is informed and believes, and upon such information and belief alleges, that  
24 each of the Doe defendants are in some manner legally responsible for the damages suffered  
25 by Plaintiff and the Class members as alleged herein. Plaintiff will amend this Complaint  
26 to set forth the true names and capacities of these defendants when they have been  
27 ascertained, along with appropriate charging allegations, as may be necessary.

28

1 **V. CLASS ALLEGATIONS**

2 49. Plaintiff brings this action on behalf of themselves and all other similarly  
3 situated Class members pursuant to Rule 23(a), (b)(2) and (b)(3) of the Federal Rules of  
4 Civil Procedure and seeks certification of the following Class against Defendant:

5 All persons, within the State of California, who, within the applicable statutory  
6 period (the “Class Period”), purchased from REV’s e-commerce website  
7 dressbarn.com, one or more products at discounts from an advertised reference  
8 price and who have not received a refund or credit for their purchase(s).

9 Excluded from the Class are Defendant, as well as its officers, employees, agents or  
10 affiliates, parent companies and/or subsidiaries, and each of their respective officers,  
11 employees, agents or affiliates, and any judge who presides over this action. Plaintiff  
12 reserves the right to expand, limit, modify, or amend this Class definition, including the  
13 addition of one or more subclass, in connection with her motion for class certification, or at  
14 any other time, based upon, *inter alia*, changing circumstances and/or new facts obtained  
15 during discovery.

16 50. **Numerosity:** Members of the Class are so numerous that joinder of all  
17 members is impracticable. Plaintiff is informed and believes that the proposed Class  
18 contains at least thousands of individuals who have been damaged by Defendant’s conduct  
19 as alleged herein. The precise number of Class members is unknown to Plaintiff at this time,  
20 but Plaintiff expects it can readily be established through Defendant’s records.

21 51. **Existence and Predominance of Common Questions of Law and Fact:** This  
22 action involves common questions of law and fact, which predominate over any questions  
23 affecting individual Class members. These common legal and factual questions include, but  
24 are not limited to, the following:

25 a. whether, during the Class Period, Defendant used advertised false  
26 reference prices on products sold through its e-commerce website;

27 b. whether, during the Class Period, the original price advertised by  
28 Defendant was the prevailing market price for the products in question during the

1 three months period preceding the dissemination and/or publication of the advertised  
2 former prices;

3 c. whether Defendant's alleged conduct constitutes violations of the laws  
4 asserted;

5 d. whether Defendant engaged in unfair, unlawful and/or fraudulent  
6 business practices under the laws asserted;

7 e. whether Defendant engaged in false or misleading advertising;

8 f. whether Plaintiff and members of the Class are entitled to damages  
9 and/or restitution and the proper measure of that loss;

10 g. whether an injunction is necessary to prevent Defendant from  
11 continuing to use false, misleading or illegal price comparison; and

12 h. whether Plaintiff and members of the Class are entitled to an award of  
13 reasonable attorneys' fees, interest, and costs of suit.

14 52. **Typicality:** Plaintiff's claims are typical of the claims of the members of the  
15 Class because, *inter alia*, all members of the Class have been deceived (or were likely to be  
16 deceived) by Defendant's false and deceptive price advertising scheme, as alleged herein.  
17 Plaintiff is advancing the same claims and legal theories on behalf of themselves and all  
18 members of the Class.

19 53. **Adequacy:** Plaintiff will fairly and adequately protect the interests of the  
20 members of the Class. Plaintiff has retained counsel experienced in complex consumer class  
21 action litigation, and Plaintiff intends to prosecute this action vigorously. Plaintiff has no  
22 antagonistic or adverse interest to those of the Class.

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

1 Plaintiff and members of the Class, on an individual basis, to obtain effective redress for  
2 the wrongs done to them. Absent the class action, members of the Class and the general  
3 public would not likely recover, or would not likely have the chance to recover, damages,  
4 restitution, or injunctive relief, and Defendant will be permitted to retain the proceeds of its  
5 fraudulent and deceptive misdeeds.

6 55. All members of the Class, including Plaintiff, were exposed to one or more of  
7 Defendant's misrepresentations or omissions of material fact in advertising false reference  
8 prices. Due to the scope and extent of Defendant's consistent false sale prices, advertising  
9 scheme, disseminated in a constant years-long campaign to consumers, it can be reasonably  
10 inferred that such misrepresentations or omissions of material fact were uniformly made to  
11 all members of the Class. In addition, it can be reasonably presumed that all members of  
12 the Class, including Plaintiff, affirmatively acted in response to the representations  
13 contained in Defendant's false advertising scheme when purchasing products sold through  
14 Defendant's e-commerce website dressbarn.com.

15 56. **Ascertainability:** Defendant keeps extensive computerized records of its  
16 customers through, *inter alia*, customer rewards programs and general marketing programs.  
17 Defendant has one or more databases through which a significant majority of members of  
18 the Class may be identified and ascertained, and it maintains contact information, including  
19 email and home addresses, through which notice of this action could be disseminated in  
20 accordance with due process requirements.

## 21 VI. CAUSES OF ACTION

### 22 FIRST CAUSE OF ACTION

#### 23 **Violation of California's Unfair Competition Law ("UCL")** 24 **CAL. BUS. & PROF. CODE §§ 17200, *et seq.***

25 57. Plaintiff repeats and re-alleges the allegations contained in every preceding  
26 paragraph as if fully set forth herein.

27

28

1 58. Plaintiff brings this claim individually and on behalf of the members of the  
2 proposed Class against Defendant REV for violations of the UCL, CAL. BUS. & PROF. CODE  
3 §§ 17200, *et seq.*

4 59. The UCL defines “unfair business competition” to include any “unlawful,  
5 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading”  
6 advertising. CAL. BUS. PROF. CODE § 17200.

7 60. The UCL imposes strict liability. Plaintiff and members of the Class need not  
8 prove that Defendant intentionally or negligently engaged in unlawful, unfair, or fraudulent  
9 business practices—but only that such practices occurred.

10 **“Unfair” Prong**

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

15 62. Defendant’s actions constitute “unfair” business practices because, as alleged  
16 above, Defendant engaged in misleading and deceptive price comparison advertising that  
17 represented false reference prices and corresponding deeply discounted phantom “sale”  
18 prices. Defendant’s acts and practices offended an established public policy of transparency  
19 in pricing, and constituted immoral, unethical, oppressive, and unscrupulous activities that  
20 are substantially injurious to consumers.

21 63. The harm to Plaintiff and members of the Class outweighs the utility of  
22 Defendant’s practices because Defendant’s practice of advertising false discounts provides  
23 no utility and only harms consumers. There were reasonably available alternatives to further  
24 Defendant’s legitimate business interests other than the misleading and deceptive conduct  
25 described herein.

26 **“Fraudulent” Prong**

27 64. A business act or practice is “fraudulent” under the UCL if it is likely to  
28 deceive members of the consuming public.



1           65. Defendant’s acts and practices alleged above constitute fraudulent business  
2 acts or practices as they have deceived Plaintiff and members of the Class and are highly  
3 likely to deceive members of the consuming public. Plaintiff and members of the Class  
4 relied on Defendant’s fraudulent and deceptive representations regarding its false or  
5 outdated “original prices” for products sold by Defendant through its e-commerce website  
6 dressbarn.com. These misrepresentations played a substantial role in Plaintiff’s and  
7 members of the Class’s decision to purchase the product at a purportedly steep discount,  
8 and Plaintiff and members of the Class would not have purchased the product without  
9 Defendant’s misrepresentations.

10           ***“Unlawful” Prong***

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

13           67. Defendant’s act and practices alleged above constitute unlawful business acts  
14 or practices as it has violated state and federal law in connection with its deceptive pricing  
15 scheme. The FTCA prohibits “unfair or deceptive acts or practices in or affecting  
16 commerce” (15 U.S.C. § 45(a)(1)) and prohibits the dissemination of any false  
17 advertisements. 15 U.S.C. § 52(a). Under the FTC, false former pricing schemes, like  
18 Defendant’s, are described as deceptive practices that would violate the FTCA:

19           (a) One of the most commonly used forms of bargain advertising is to offer a  
20 reduction from the advertiser’s own former price for an article. If the former  
21 priced is the actual, bona fide price at which the article was offered to the  
22 public on a regular basis for a reasonably substantial period of time, it provides  
23 a legitimate basis for the advertising of a price comparison. Where the former  
24 price is genuine, the bargain being advertised is a true one. If, on the other  
25 hand, the former price being advertised is not bona fide but fictitious – ***for***  
26 ***example, where an artificial, inflated price was established for the purpose***  
27 ***of enabling the subsequent offer of a large reduction – the “bargain” being***  
28 ***advertised is a false one***; the purchaser is not receiving the unusual value he

1 expects. In such a case, the “reduced” price is, in reality, probably just the  
2 seller’s regular price.

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

10 16 C.F.R. § 233.1(a) and (b) (emphasis added).

11 68. In addition to federal law, California law also expressly prohibits false former  
12 pricing schemes. The FAL, CAL. BUS. & PROF. CODE § 17501, entitled “*Worth or value;*  
13 *statements as to former price,*” states:

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

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

23 CAL. BUS. & PROF. CODE § 17501 (emphasis added).

24 69. As detailed in Plaintiff’s Third Cause of Action below, the CLRA, CAL. CIV.  
25 CODE § 1770(a)(9), prohibits a business from “[a]dvertising goods or services with intent  
26 not to sell them as advertised,” and subsection (a)(13) prohibits a business from “[m]aking  
27 false or misleading statements of fact concerning reasons for, existence of, or amounts of  
28 price reductions.”

1 70. As detailed herein, the acts and practices alleged were intended to or did result  
2 in violations of the FTCA, the FAL, and the CLRA.

3 71. Defendant’s practices, as set forth above, misled Plaintiff, the proposed Class,  
4 and the public in the past and will continue to mislead in the future. Consequently,  
5 Defendant’s practices constitute an unlawful, fraudulent, and unfair business practice within  
6 the meaning of the UCL.

7 72. Defendant’s violations of the UCL, through its unlawful, unfair, and fraudulent  
8 business practices, are ongoing and present a continuing threat that members of the Class  
9 and the public will be deceived into purchasing products based on price comparisons of  
10 arbitrary and inflated “reference” prices and substantially discounted “sale” prices. These  
11 false comparisons created phantom markdowns and lead to financial damage for consumers  
12 like Plaintiff and the members of the Class.

13 73. Pursuant to the UCL, Plaintiff and members of the Class are entitled to  
14 preliminary and permanent injunctive relief enjoining Defendant from further engagement  
15 in this unfair competition, as well as disgorgement and restitution to Plaintiff and the Class  
16 of all Defendant’s revenues wrongfully obtained from them as a result of Defendant’s unfair  
17 competition, or such portion of those revenues as the Court may find equitable.

18 **SECOND CAUSE OF ACTION**

19 **Violation of California’s False Advertising Law (“FAL”)**  
20 **CAL. BUS. & PROF. CODE §§ 17500, *et seq.***

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

23 75. Plaintiff brings this claim individually and on behalf of the members of the  
24 proposed Class against Defendant for violations of the FAL, CAL. BUS. & PROF. CODE  
25 §§ 17500, *et seq.*

26 76. CAL. BUS. & PROF. CODE § 17500 provides:

27 It is unlawful for any . . . corporation . . . with intent directly or indirectly to  
28 dispose of . . . personal property or to perform services, professional or

1 otherwise, or anything of any nature whatsoever or to induce the public to enter  
2 into any obligation relating thereto, to make or disseminate or cause to be made  
3 or disseminated . . . from this state before the public in any state, in any  
4 newspaper or other publication, or any advertising device, or by public outcry  
5 or proclamation, or in any other manner or means whatever, including over the  
6 Internet, any statement, concerning that . . . personal property or those services  
7 . . . which is untrue or misleading, and which is known, or which by the exercise  
8 of reasonable care should be known, to be untrue or misleading . . .

9 (Emphasis added).

10 77. The “intent” required by section 17500 is the intent to make or disseminate  
11 personal property (or cause such personal property to be made or disseminated), and not the  
12 intent to mislead the public in the making or dissemination of such property.

13 78. Similarly, this section provides, “no price shall be advertised as a former price  
14 of any advertised thing, unless the alleged former price was the prevailing market price ...  
15 within three months next immediately preceding the publication of the advertisement or  
16 unless the date when the alleged former price did prevail is clearly, exactly, and  
17 conspicuously stated in the advertisement.” CAL BUS. & PROF. CODE § 17501.

18 79. Defendant’s routine practice of advertising discounted prices from false  
19 reference prices, which were never the prevailing market prices of those products and were  
20 materially greater than the true prevailing prices (i.e., Defendant’s actual sale price),  
21 constitutes an unfair, untrue, and misleading practice. Defendant’s deceptive marketing  
22 practice gave consumers the false impression that the products on Defendant’s e-commerce  
23 website dressbarn.com were regularly sold on the market for a substantially higher price  
24 than the price for which they were sold in actuality. Moreover, Defendant’s deceptive  
25 marketing practice misled consumers by creating a false impression that the products sold  
26 through its e-commerce website were worth more than their actual worth.

27 80. Defendant misled consumers by making untrue and misleading statements and  
28 failing to disclose what is required as stated in the Code alleged above.

1 81. As a direct and proximate result of Defendant 's misleading and false  
2 advertisements, as well as Defendant's deceptive and unfair acts and practices made during  
3 the course of Defendant's business, Plaintiff and members of the Class suffered  
4 ascertainable loss and actual damages.

5 82. Plaintiff and members of the Class request that this Court order Defendant to  
6 restore this money to Plaintiff and all members of the Class, and to enjoin Defendant from  
7 continuing these unfair practices in violation of the FAL in the future. Otherwise, Plaintiff,  
8 members of the Class, and the broader general public, will be irreparably harmed and/or  
9 denied an effective and complete remedy.

10 **THIRD CAUSE OF ACTION**

11 **Violation of California's Consumers Legal Remedies Act ("CLRA"),**  
12 **CAL. CIV. CODE § 1750, *et seq.***

13 83. Plaintiff repeats and re-alleges the allegations contained in every preceding  
14 paragraph as if fully set forth herein.

15 84. Plaintiff brings this claim individually and on behalf of the members of the  
16 proposed Class against Defendant REV for violations of the CLRA, CAL. CIV. CODE § 1750,  
17 *et seq.*

18 85. Plaintiff and each member of the proposed Class are "consumers" as defined  
19 by CAL. CIV. CODE § 1761(d). Defendant's sale of products through its e-commerce  
20 website, dressbarn.com, were "transactions" within the meaning of CAL. CIV. CODE  
21 § 1761(e). The products purchased by Plaintiff and members of the class are "goods" or  
22 "services" within the meaning of CAL. CIV. CODE §§ 1761(a) - (b).

23 86. Defendant violated and continues to violate the CLRA by engaging in the  
24 following practices proscribed by CAL. CIV. CODE § 1770(a) in transactions with Plaintiff  
25 and members of Class which were intended to result in, and did result in, the sale of products  
26 sold through its website:

- 27 a. advertising goods or services with intent not to sell them as advertised;  
28 § 1770(a)(9); and





- 1 e. order Defendant to engage in a corrective advertising campaign;
- 2 f. awarding attorneys' fees and costs; and
- 3 g. for such other and further relief as the Court may deem necessary or
- 4 appropriate.

5 **VIII. DEMAND FOR JURY TRIAL**

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

7 Dated: May 18, 2022

**LYNCH CARPENTER, LLP**

8 By: /s/ Todd D. Carpenter

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13 *Attorneys for Plaintiff and*  
14 *Proposed Class Counsel*

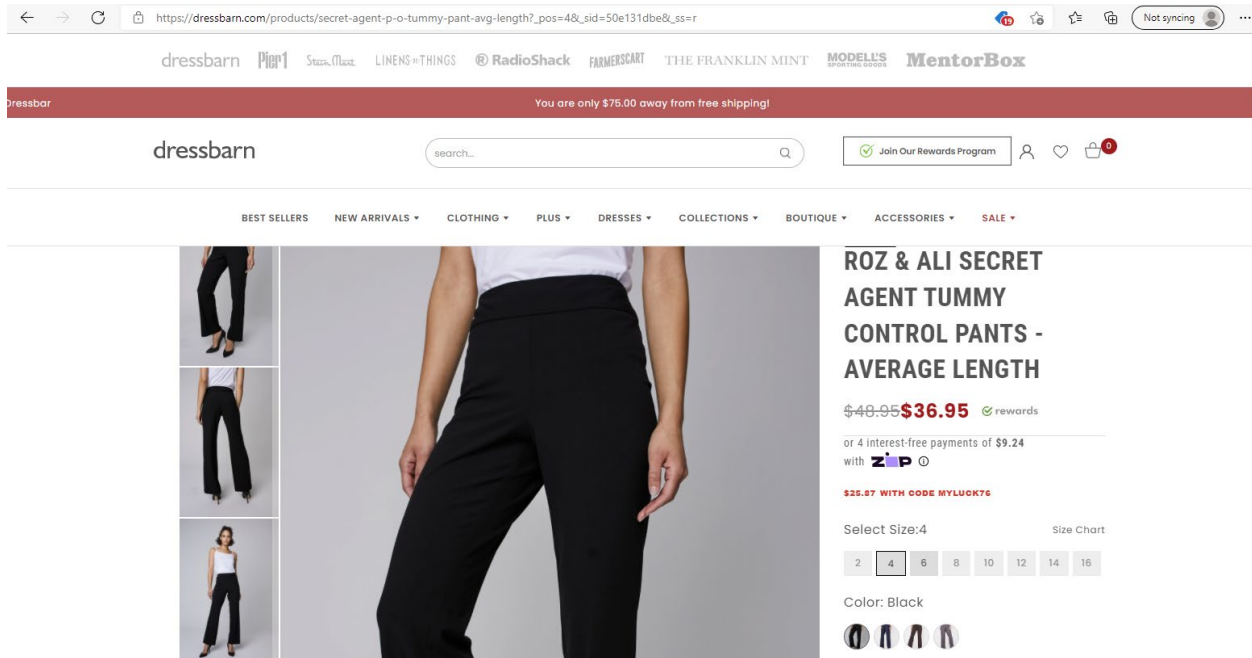
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# EXHIBIT A

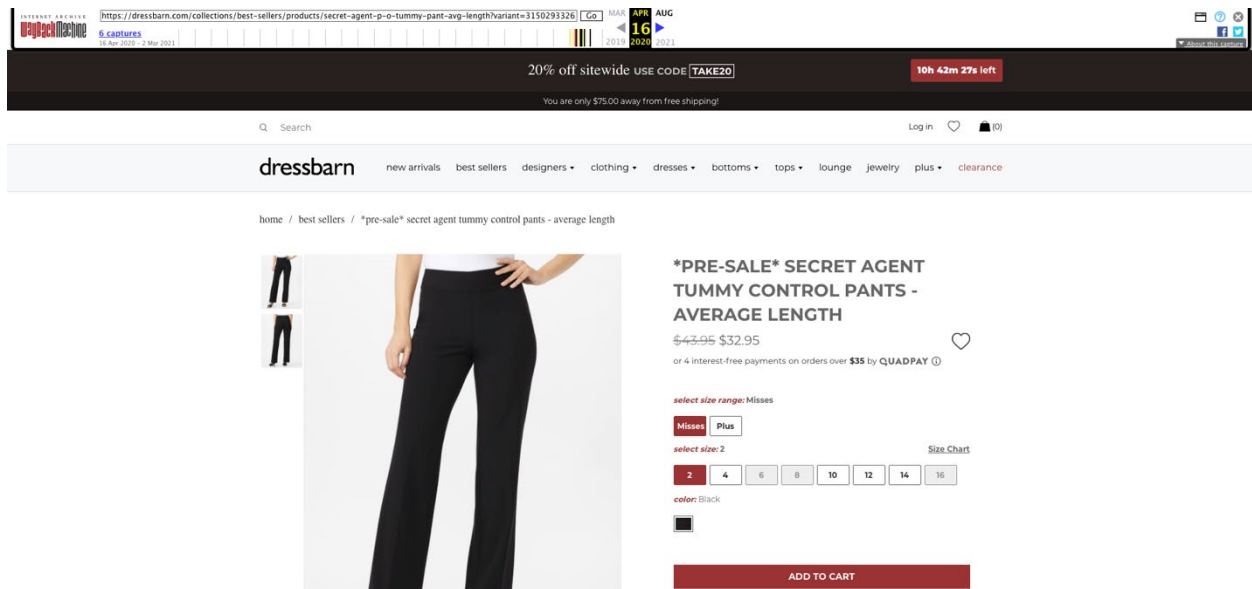
1) Product used in illustrative example in Complaint at ¶ 20.

[“Secret Agent Tummy Control Pants – Average Length”]

March 17, 2022



April 16, 2020



May 12, 2020

Internet Archive Wayback Machine <https://dressbarn.com/collections/best-sellers/products/secret-agent-p-0-tummy-pant-avg-length/variant=3150293326> [Go] MAY 12 2020

30% Off Sitewide use code **MOM** 02h 36m 36s left

You are only \$75.00 away from free shipping!

Search Log in (0)

**dressbarn** new arrivals best sellers designers clothing dresses bottoms tops lounge jewelry plus clearance

home / best sellers / secret agent tummy control pants - average length

**SECRET AGENT TUMMY CONTROL PANTS - AVERAGE LENGTH**  
Compare at \$49.95-\$32.95

select size: 2 Size Chart

2 4 6 8 10 12 14 16

color: Black

**ADD TO CART**

EASY RETURNS 24/7 CUSTOMER SERVICE BUY LATER WITH SHIPIT!

August 22, 2020

Internet Archive Wayback Machine <https://dressbarn.com/collections/best-sellers/products/secret-agent-p-0-tummy-pant-avg-length/variant=3150293326> [Go] MAY 22 2020

30% OFF LOUNGE USE CODE **WTH** BUY 1, GET 1. 50% OFF SITEWIDE USE CODE **BOGHQ** YOU ARE ONLY \$75.00 AWAY FROM FREE SHIPPING!

Search... **dressbarn** Log in (0)

NEW ARRIVALS BEST SELLERS BOUTIQUE CLOTHING DRESSES BOTTOMS TOPS LOUNGE ACCESSORIES PLUS CLEARANCE

home / best sellers / secret agent tummy control pants - average length

**SECRET AGENT TUMMY CONTROL PANTS - AVERAGE LENGTH**  
\$49.95 \$32.95

Size range: Misses

Misses

Size: 2 Size Chart

2 4 6 8 10 12 14 16

Color: Black

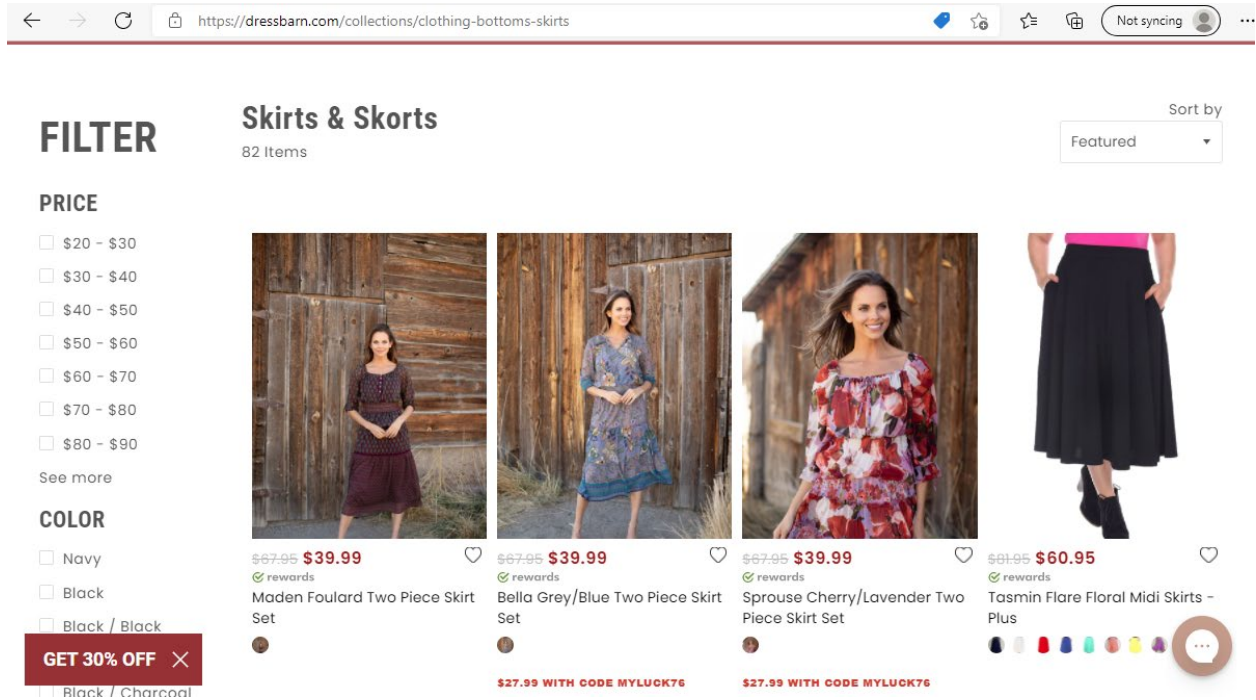
**ADD TO CART**

EASY RETURNS 24/7 CUSTOMER SERVICE BUY LATER WITH SHIPIT!

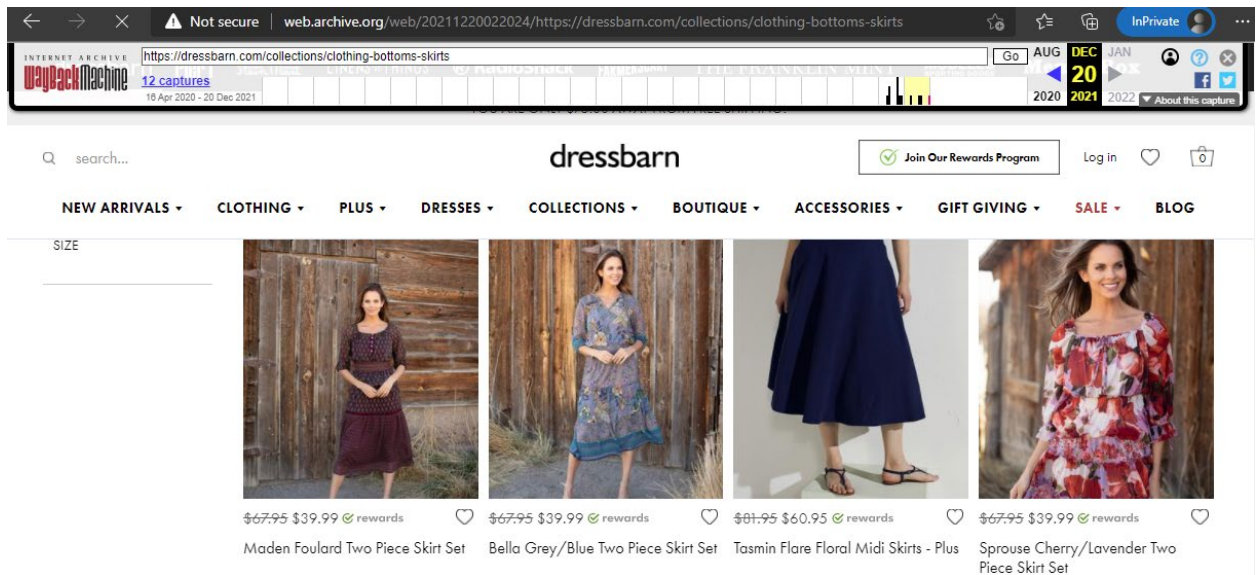
2) Other products discussed in Complaint at ¶ 20.

[“Skirts & Skorts”]

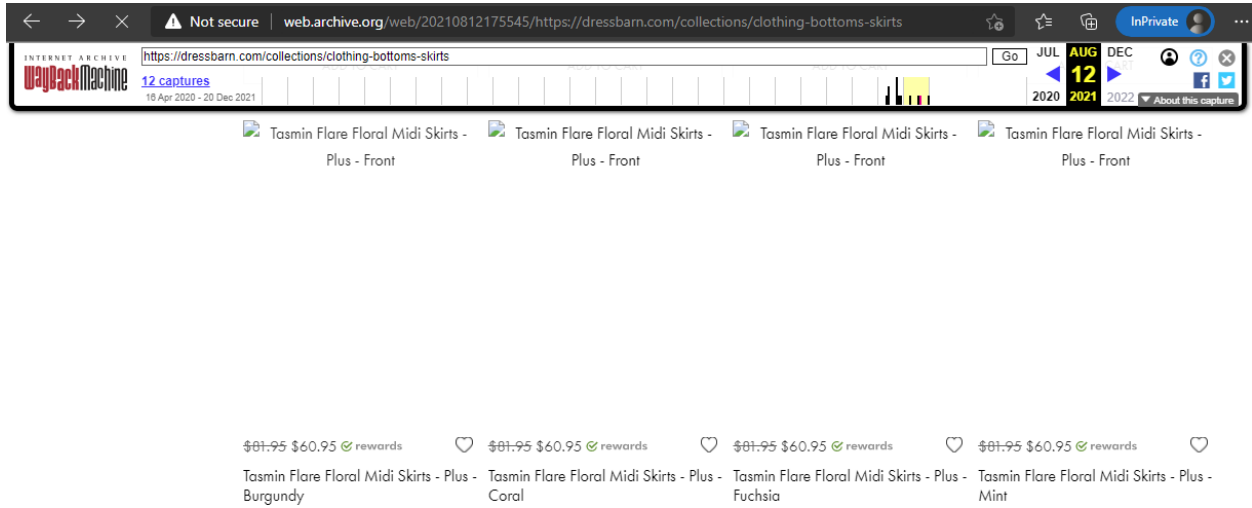
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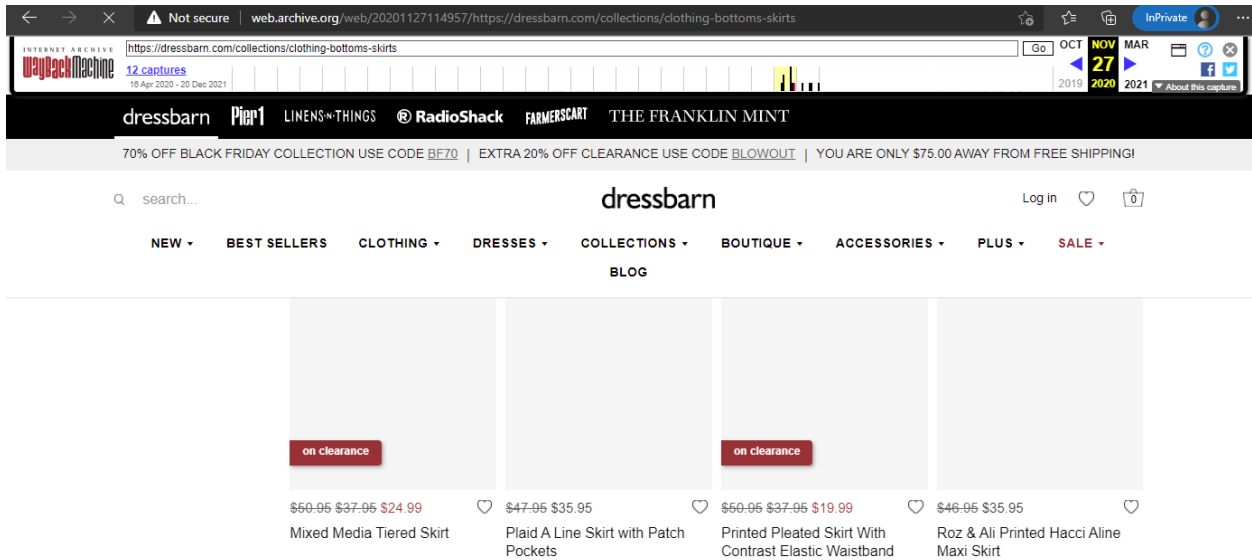
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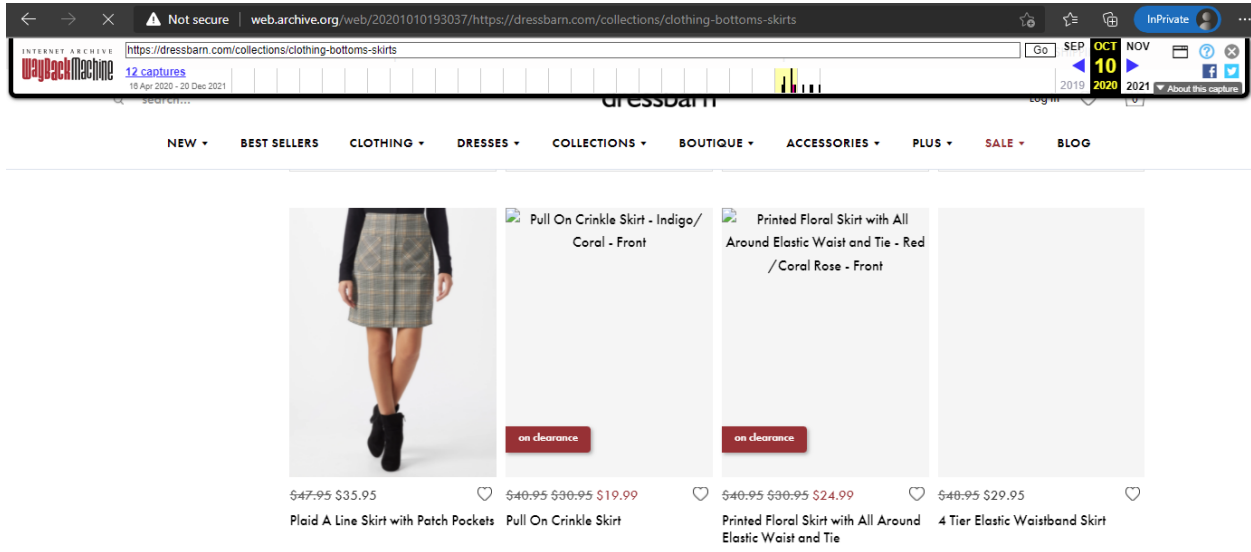
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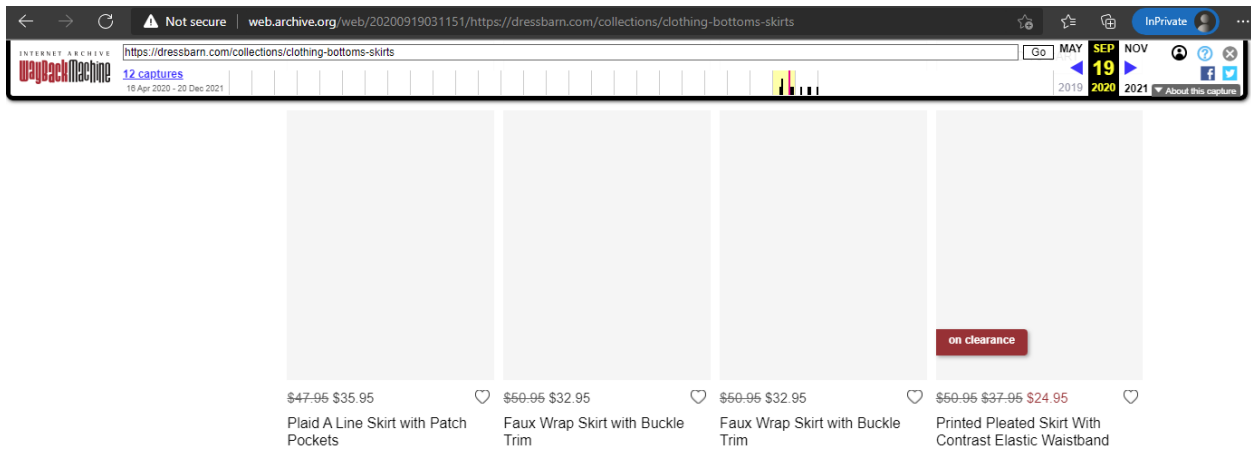
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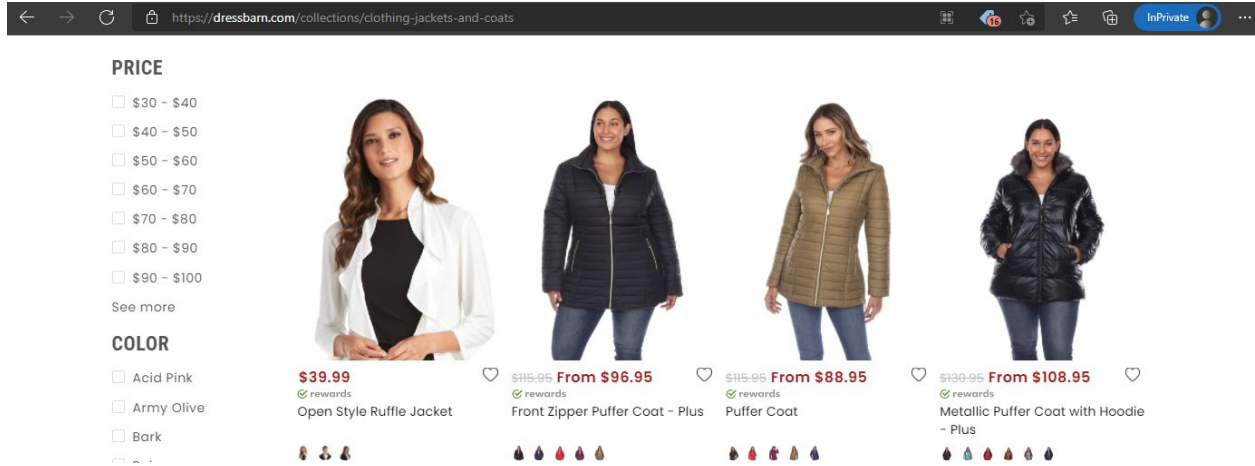
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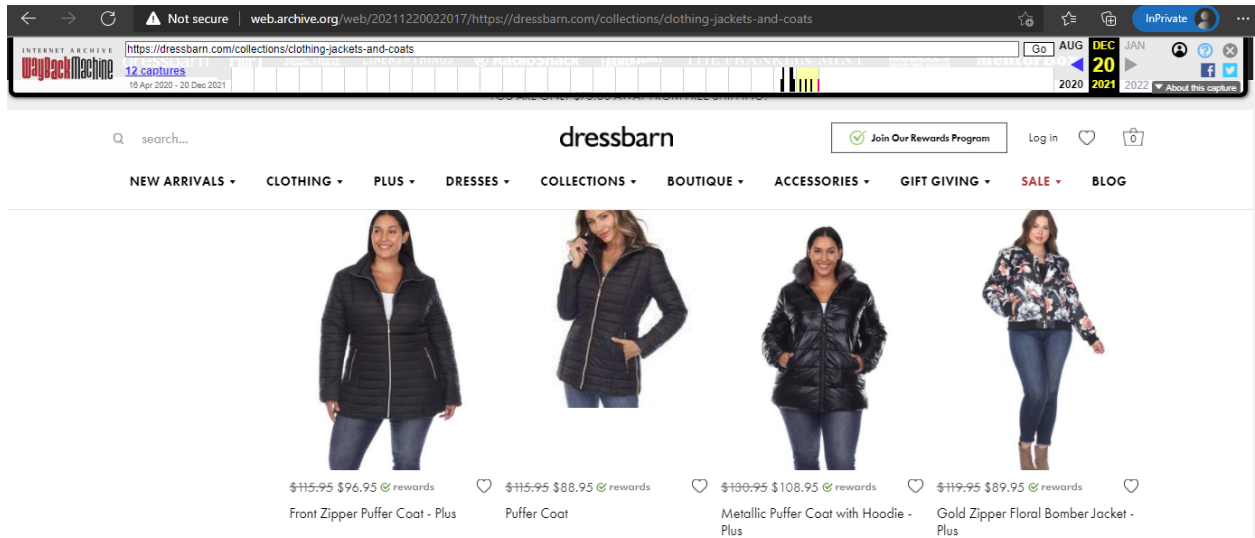


[“Jackets & Coats”]

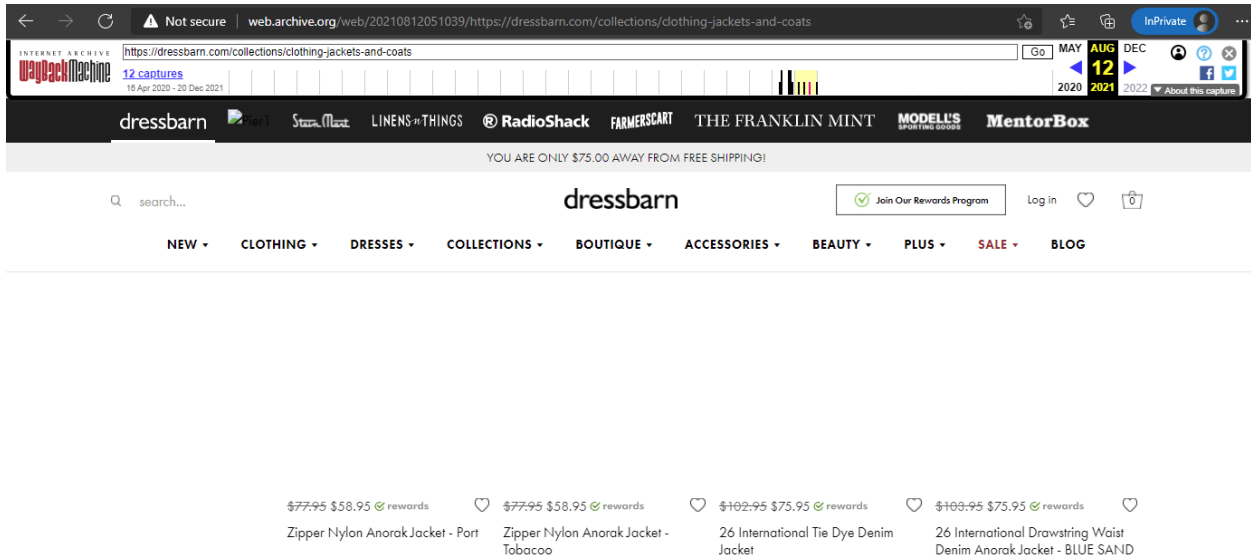
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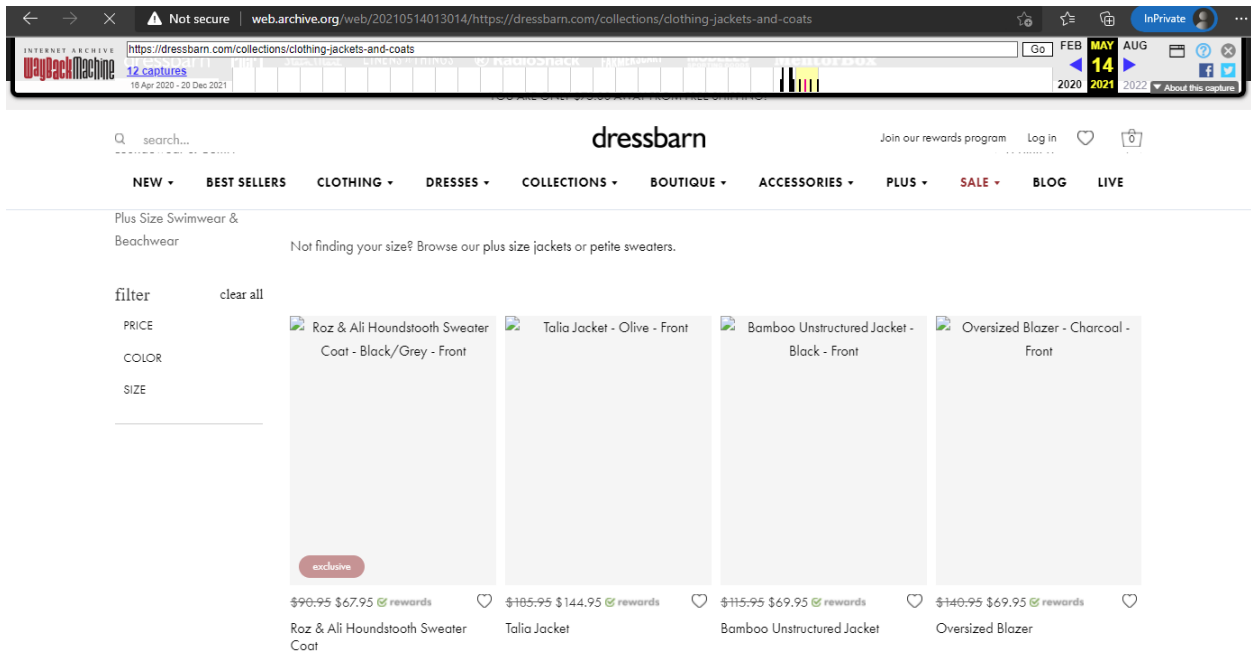
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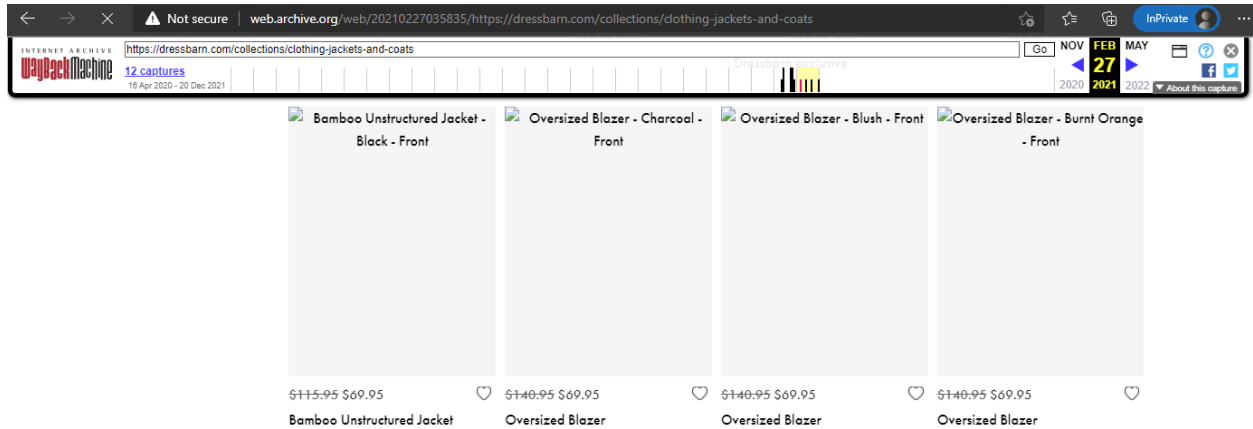
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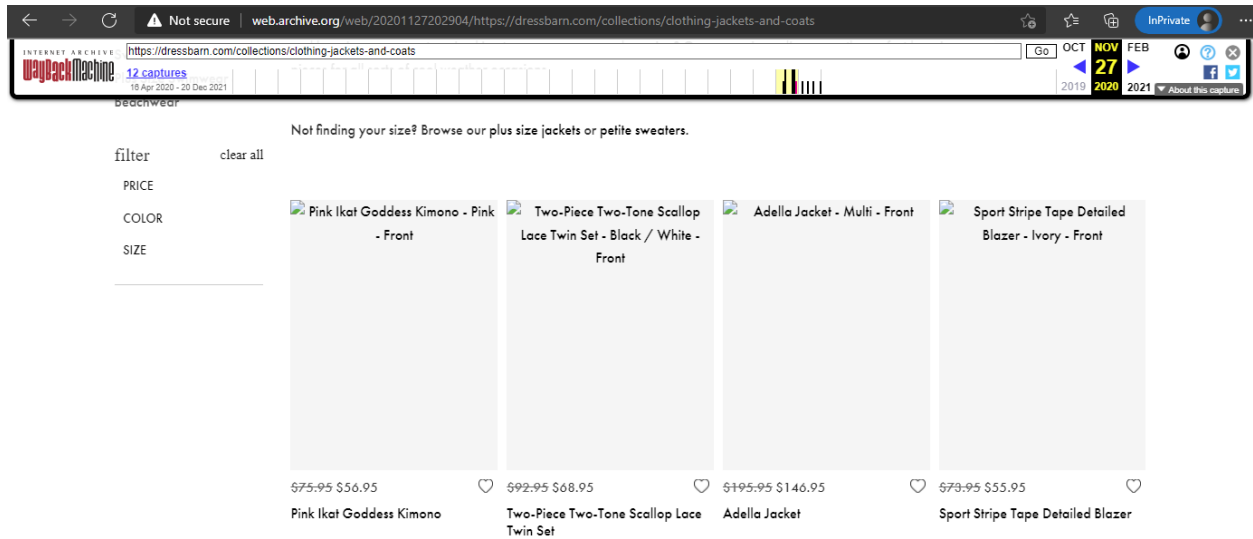
May 14, 2021



February 27, 2021

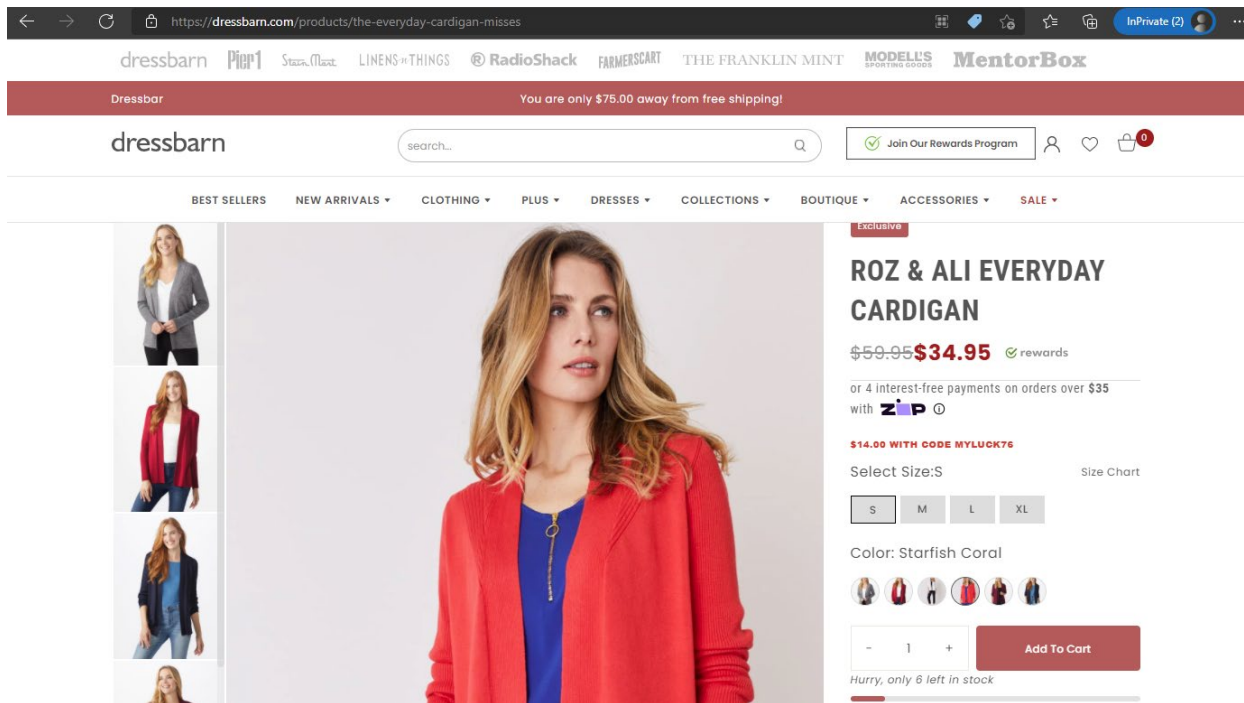


November 27, 2020

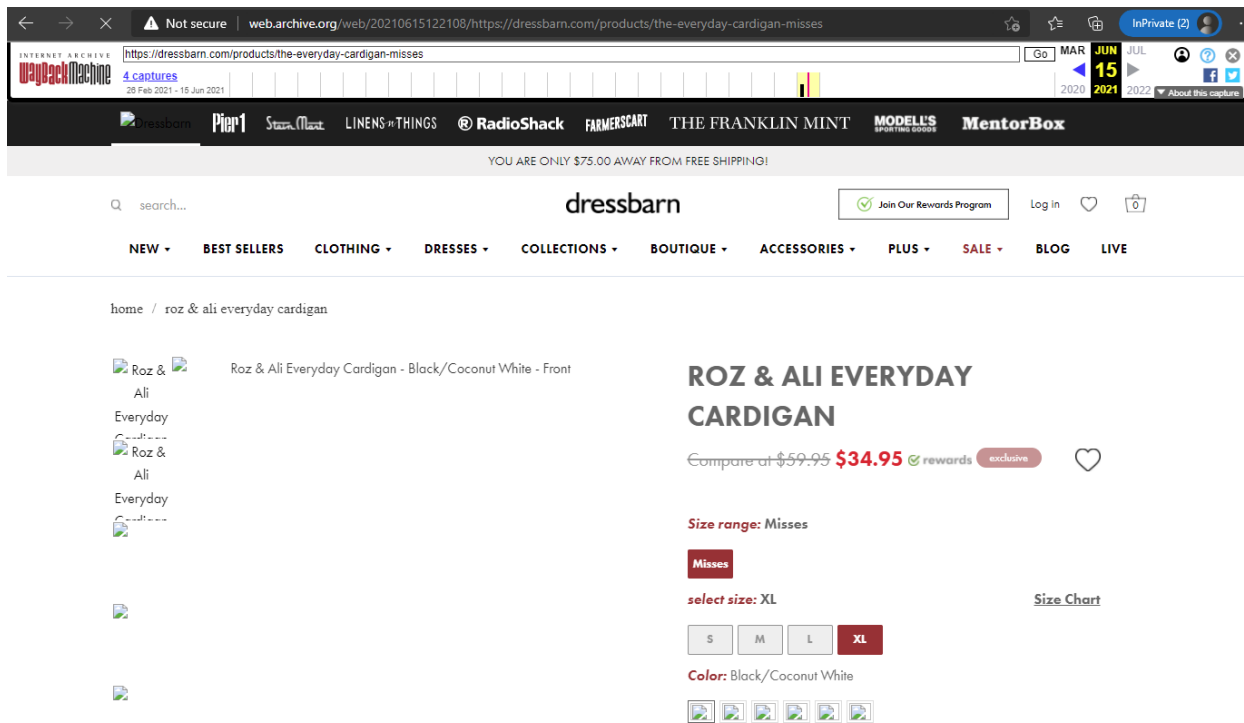


[“Roz & Ali Everyday Cardigan”]

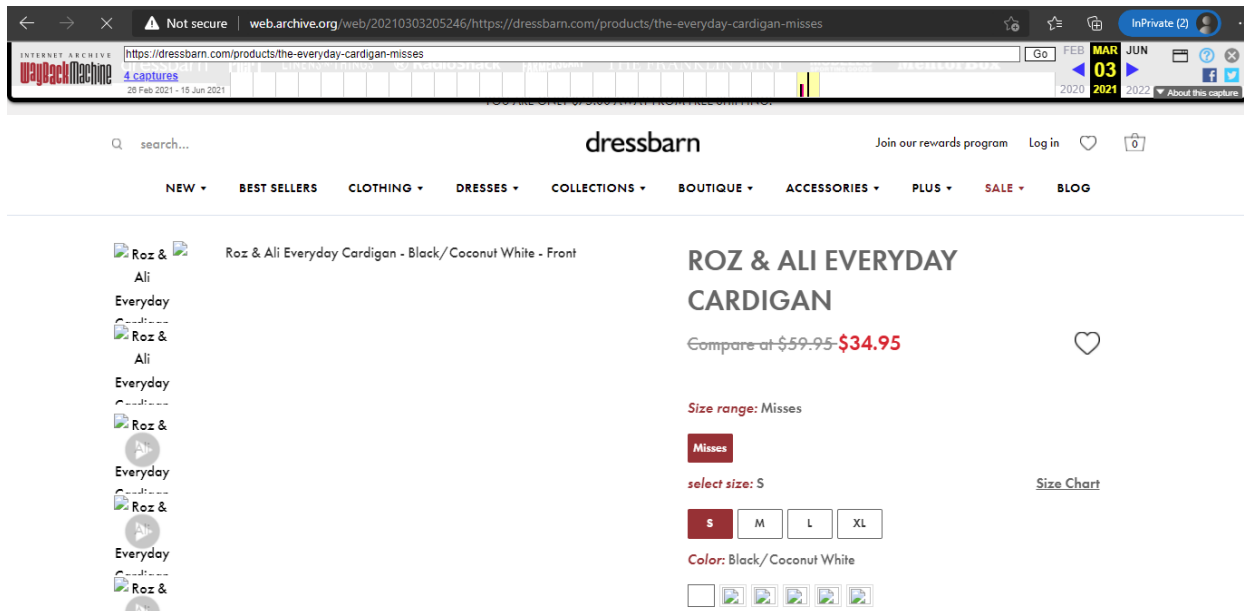
March 17, 2022



June 15, 2021

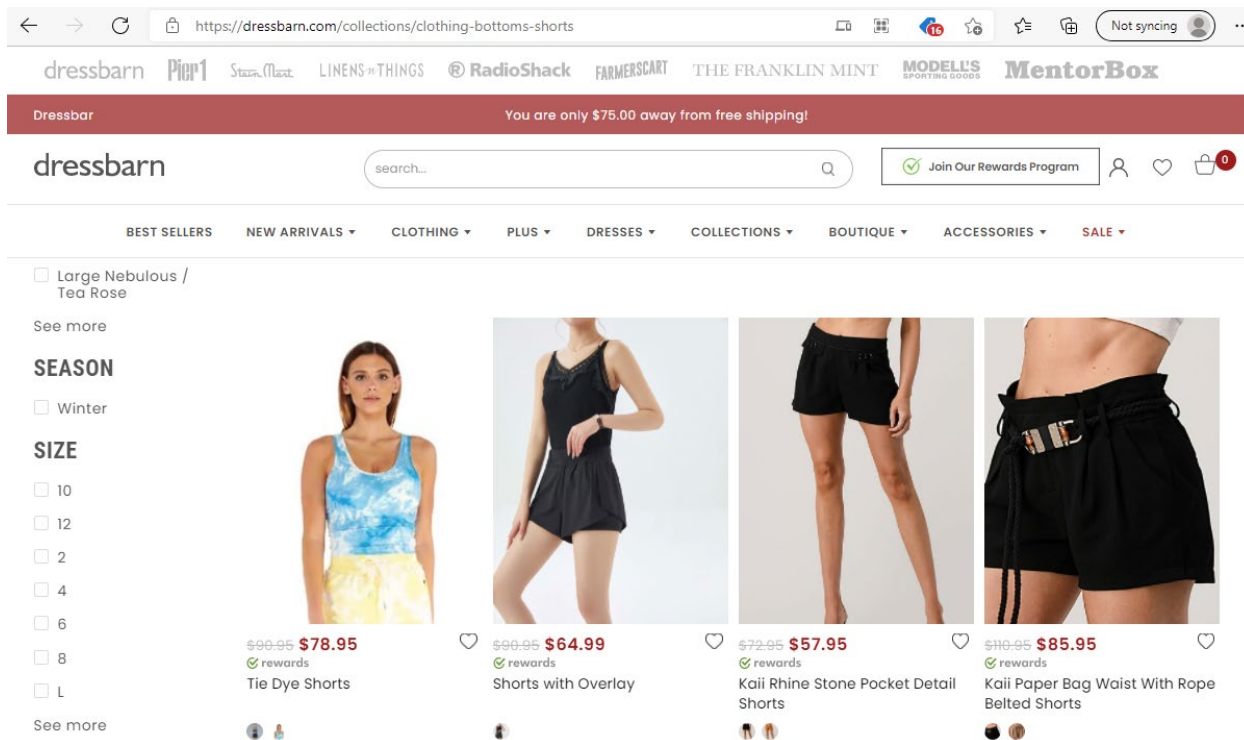


March 03, 2021

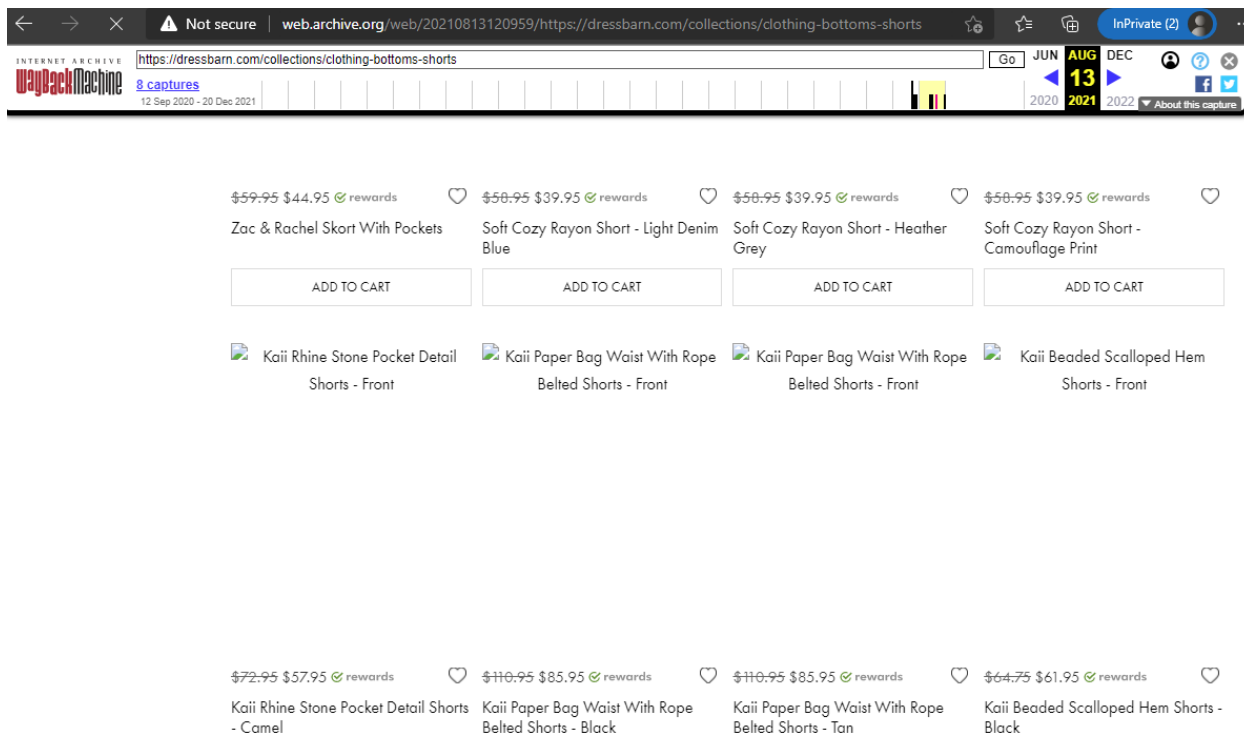


[“Shorts & Capris”]

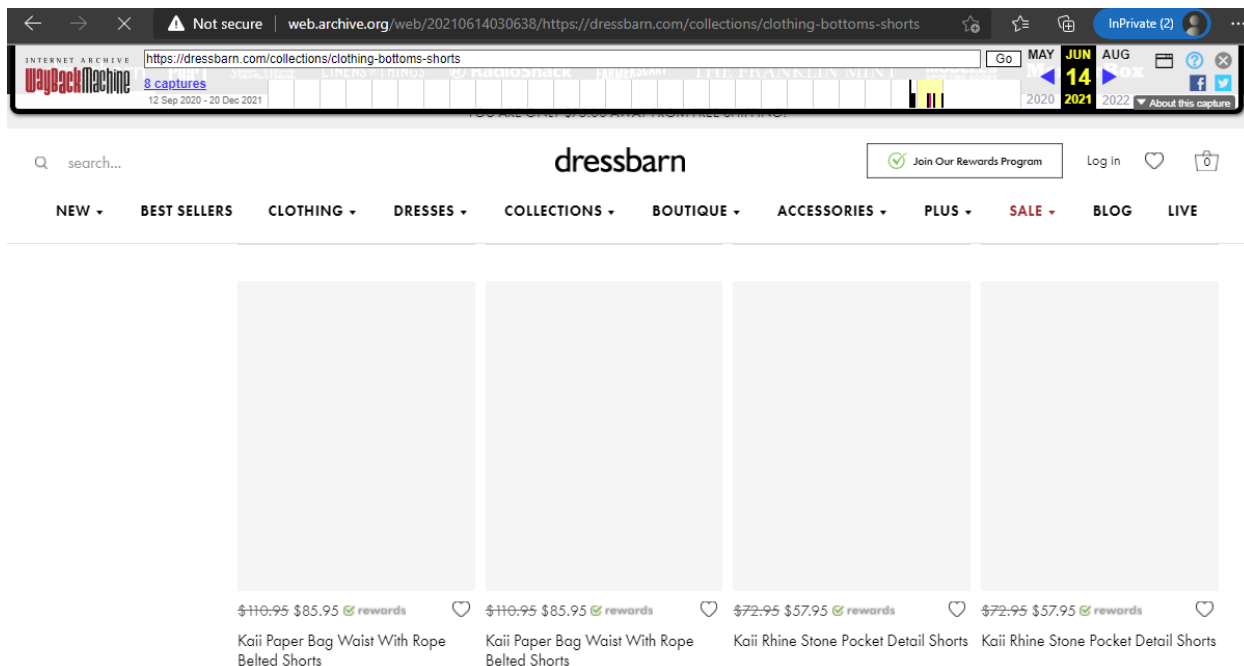
March 17, 2022



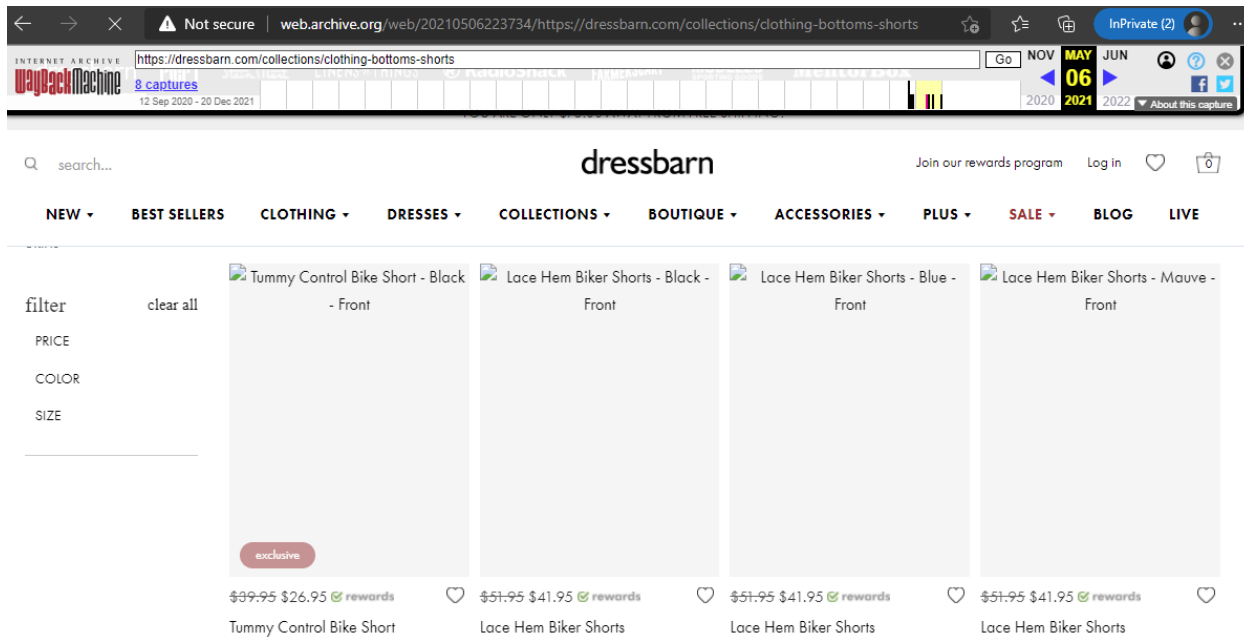
August 13, 2021



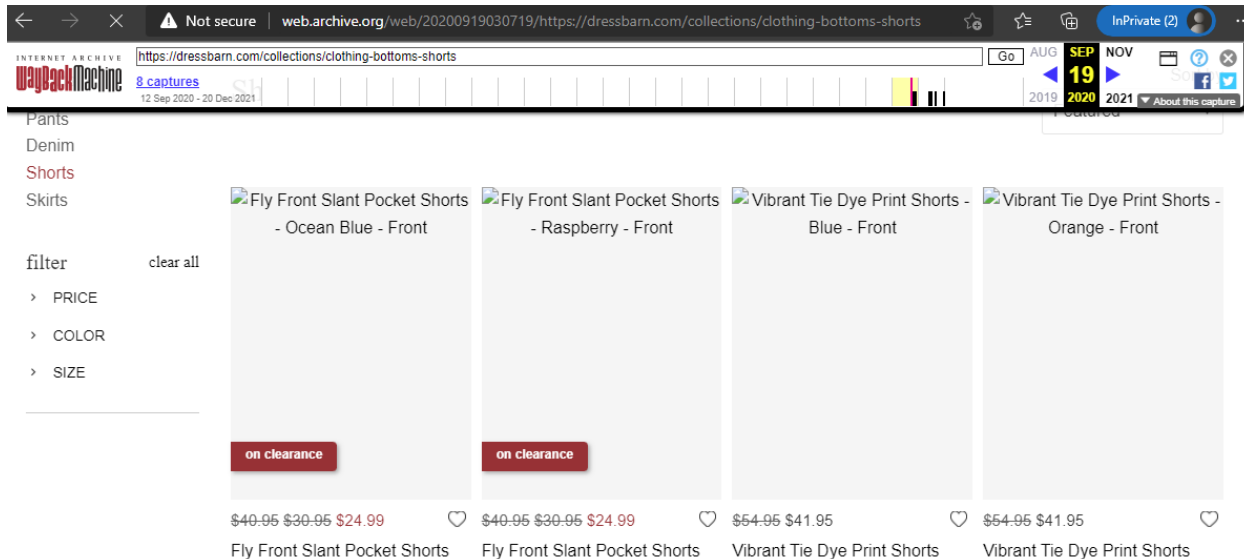
June 14, 2021



May 06, 2021



September 19, 2020





# EXHIBIT B

<b>Dress Barn</b>		<b>Items on Sale &gt; 90 Days As of April 14, 2022</b>
<b>False Price</b>	<b>Sale Price</b>	<b>Item Description:</b>
101.95	78.95	Tahari Paris Floral Wrap Cover
98.95	90.95	Tahari Paris Floral Tankini Top
84.95	69.95	Illusion Bell Sleeve Dress with Rush Rhinestone Detail at Waist
63.95	54.95	Casual Cover Up Swimsuit Beach Dress
65.95	54.95	Summer Cover Up Swimsuit Beach Dress
66.95	55.95	Everyday Legging 7/8 With Pockets
54.95	39.95	Zac & Rachel Camo Print Jogger
64.95	49.95	Embroidered Floral Maxi Dress With Slit
77.95	65.95	Embroidery Sleeveless Jumpsuit
111.95	78.95	Ribbed Trim Floral Bomber Jacket
85.95	44.95	Printed Floral Mock Neck Chiffon Dress
64.95	50.95	Westport Signature 5 Pocket Bootcut Denim Jean Pants
71.95	56.95	Westport Signature 5 Pocket Bootcut Denim Jean - Plus
72.95	29.99	Veronica Leopard Floral Maxi Dress
72.95	29.99	Veronica Ivory/Olive Border Print Peasant Dress
72.95	39.99	Veronica Camel Ditsy Floral Maxi Dress
32.95	26.95	Three Pack No Show Active Sock
55.95	38.95	The Bold Fishnet Jacket
99.95	69.99	Taylor Cut Away Smocked Maxi Dress
100.95	54.95	Tamara Dress
167.95	131.95	Strawberry Fields Puff Sleeve Linen Mini Dress
73.95	55.95	Straw Backpack
64.95	52.95	Stella Parker Hazel Zip Neck Dress
69.95	49.95	Solid Tie Wrap Long Sleeves Dress
55.95	42	Solid 12 Women Swim Skirt - Plus
75.95	61.95	Shay Fit & Flare Crisscrossed Neckline Dress
48.95	36.95	Roz & Ali Secret Agent Tummy Control Pants - Short Length
43.95	32.95	Roz & Ali Secret Agent Tummy Control Pants - Average Length
70.95	54.95	Piper Stretchy Plaid Tunic Top
70.95	41.95	Piccadilly Rain Boots

50.95	38	Penbrooke Side Slit Swimsuit Skirt Bottom
54.95	43.95	Pashmina Scarf
98.95	80.95	Oversized Cat Eye Honey Sunglasses
59.95	49.95	One Shoulder Midi Dress
89.95	74.95	Luna Comfort Legging
35.95	23.95	Little Momma Ribbed Bodycon Top
52.95	36.95	Leopard Weekend Top
192.95	174.95	Laurent Linen Midi Skirt - Plus
126.95	95.95	Kaai Lace Shoulder Overlap Dress
71.95	48.95	Kaftan V-Neckline Striped Dress
59.95	34.95	Front Slit Long Sleeve Shirt With Pockets - Plus
48.95	39.95	Fitted Midi Skirt
104.95	48.99	Ellen Tracy Signature Print Chain Crossbody
55.95	44.95	Champs Leather Crossbody Bag With RFID Protection
175.95	138.95	Carmen Wrap Maxi Dress
94.95	71.95	Caribbean Joe Ruffle Bottom Dress
32.95	25.95	CCÂ® Lined Pony Head Band
51.95	39.95	3 Pieces Diagonal Cable Knit Hat; Glove; Scarf Set
21.95	17.95	2Pcs Stone / Solid Face Mask
77.95	58.95	Zipper Nylon Anorak Jacket
59.95	44.95	Zac & Rachel Tie Front Jogger
43.95	36.95	Zac & Rachel Pull On Solid Skort with Pockets
63.95	44.95	Zac & Rachel Printed Slim Leg Scuba Suede Pull on Ankle Pants
64.95	44.95	Zac & Rachel Long Sleeve Funnel Neck Cozy Knit Top - Plus
49.95	36.95	Zac & Rachel Crop Pants with Button Trim Detail
46.95	34.95	Zac & Rachel Animal Print Legging - Plus
93.95	71.95	Yoki-Mudd Tall Flat Fringe Boot
81.95	66.95	Yoki-Dylan Lace Up Leopard Rain Boot
77.95	66.95	Yoki-Dylan Chelsea Duck Rain Boot
82.95	60.95	Yanette Three Quarter Sleeve Tunic Top - Plus
46.95	36.95	Wuzz Fuzzy Slide Sandal
98.95	78.95	Wrap Tank

79.95	59.95	Wrap Neck Sleeveless Convertible Jumpsuit
58.95	43.95	Women Floral Scarf Jacquard Scarves Paisley Pashmina Acrylic Shawl Wrap Stole
111.95	82.95	Willette Winter Duck Boot
164.95	138.95	Wild West Ruffle Midi Dress
168.95	138.95	Wild West Midi Dress - Plus
168.95	138.95	Wild West Midi Dress
57.95	39.95	Wide Leg Pull On Pant Solid Color
59.95	51.95	Wide Leg Crop Fit Pant
64.95	49.95	Wide Leg Breezy Pants
145.95	120.95	Whisper Light V-Neck Maxi Dress - Plus
145.95	120.95	Whisper Light V-Neck Maxi Dress
69.95	55.95	Westport Signature High Rise Pull On Jegging Jean - Plus
62.95	49.95	Westport Signature High Rise Pull On Jegging Jean
62.95	46.95	Westport Signature Girlfriend/Boyfriend 5 Pocket Jean with Double Rolled Cuff
64.95	50.95	Westport Signature Five Pocket Skinny Jean - Petite
64.95	50.95	Westport Signature Five Pocket Bootcut Denim Jean Pants - Petite
62.95	46.95	Westport Signature 5 Pocket Straight Leg Jean
71.95	56.95	Westport Signature 5 Pocket Skinny Jean -Plus
64.95	50.95	Westport Signature 5 Pocket Skinny Jean
71.95	56.95	Westport Signature 5 Pocket Skinny Ankle Jean With Snap Button At Ankle - Plus
64.95	50.95	Westport Signature 5 Pocket Skinny Ankle Jean With Snap Button At Ankle
68.95	51.95	Westport Signature 5 Pocket High Rise Modern Flare Leg Jean - Plus
62.95	46.95	Westport Signature 5 Pocket High Rise Modern Flare Leg Jean
52.95	19.99	Westport Patchwork Tie Front Shirt - Plus
46.95	19.99	Westport Patchwork Tie Front Shirt
50.95	19.99	Westport Novelty Back Pullover Sweater - Plus
41.95	19.99	Westport Novelty Back Pullover Sweater
65.95	19.99	Westport Incrediflex Denim Fit Solution 5 Pocket Skinny Jean
52.95	19.99	Westport Fair Isle Pullover Sweater - Plus
51.95	34.95	Westport Denim Friendly "On And Off The Shoulder" Top
72.95	29.99	Westport Cocoon Cardigan Sweater - Plus
59.95	43.95	Viscose Paisley Scarf

85.95	66.95	Vintage Floral Women High - Low Tankini Top - Plus
74.95	47.99	Vine Floral Babydoll Dress - Plus
65.95	39.99	Vienna Vine Floral Maxi Peasant Dress
72.95	29.99	Veronica Green/Blue Tile Print Peasant Dress
72.95	29.99	Veronica Black/Ivory Mixed Print Peasant Dress
20.95	14.99	V-Neck Floral Pullover Sweater
295.95	248.95	Ultra Soft Southwestern Dot Handmade Woven Blanket
128.95	95.95	Truth Jogger
93.95	78.95	Transparency Top
126.95	100.95	Together Sports Bra
127.95	102.95	Together Legging
114.95	91.95	Tiny Leather Crossbody
75.95	61.95	Tiera Sleeveless Slim Fit Dress
39.95	33.95	Tie Dye Top
93.95	78.95	Tie Dye Tank Top
90.95	78.95	Tie Dye Shorts
74.95	56.95	Tie Dye Pullover Top
110.95	77.95	Tie Dye Light Blue Skinny Fit Denim Pants - Plus
87.95	64.95	Three Quarter Sleeves Maternity Kayla Tunic
35.95	26.95	Three Pack Liner Socks
79.95	64.95	Theo Oval Sunglasses
33.95	23.95	The Not So Classic Buttoned Top
132.95	74.99	Taylor V-Neck Lace Asymmetrical Midi Dress
100.95	79.95	Taylor V-Neck Hi Low Dress
100.95	74.95	Taylor Three Tiered Maxi Dress
120.95	69.95	Taylor Sleeveless V-Neck Medallion Print Voile Midi Dress
97.95	79.95	Taylor Sleeveless Mock Neck Polka Dot Chiffon Dress
105.95	69.99	Taylor Printed Mesh Short Dress
134.95	69.99	Taylor Printed Lace High Low Dress
101.95	49.99	Taylor Printed Chiffon Dress
75.95	60.95	Taylor Popcorn Knit Snood Scarf
127.95	69.99	Taylor Lace V-Neck High Low Dress

135.95	69.97	Taylor Lace Asymmetrical Midi Dress
110.95	74.95	Taylor Halter Mock Neck Dress
119.95	69.99	Taylor Floral Satin Dress
70.95	49.99	Taylor Floral Print with Smocked Waist Dress
92.95	49.99	Taylor Floral Print V-Neck Chiffon Dress

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4 San Diego, California 92101  
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5 Facsimile: 619.756.6991

6 *Attorneys for Plaintiff and*  
7 *Proposed Class Counsel*

8 **IN THE UNITED STATES DISTRICT COURT**  
9 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

10 JAIMIE HERNANDEZ, on behalf of  
11 herself and all others similarly situated,  
12  
13 Plaintiff,

14 vs.

15 RETAIL ECOMMERCE  
16 VENTURES LLC, a Delaware Limited  
17 Liability Company, and DOES 1- 50,  
18 inclusive,  
19 Defendants.

Case No.: 5:22-cv-834

**DECLARATION IN SUPPORT OF  
JURISDICTION**

20 I, Todd D. Carpenter, declare under penalty of perjury the following:

21 1. I am an attorney duly licensed to practice before all of the courts in the State  
22 of California. I am a partner and part-owner of Lynch Carpenter, LLP, and the counsel of  
23 record for Plaintiff in the above-entitled action.

24 2. Defendant Retail Ecommerce Ventures LLC has done and is doing business  
25 in the County of San Bernardino. Such business includes the marketing, distributing, and  
26 sale of women’s clothing and accessories, and more at its e-commerce retail store  
27 dressbarn.com throughout this judicial district.

28 3. Plaintiff purchased her products from dressbarn.com website, from her  
computer in Fontana, County of San Bernardino, California.



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

3 Executed this 18th day of May, 2022 in San Diego, California.

4 /s/ Todd D. Carpenter  
5 Todd D. Carpenter

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