

LYNCH CARPENTER LLP
Todd D. Carpenter (CA 234464)
todd@lcllp.com
Scott G. Braden (CA 305051)
scott@lcllp.com
1350 Columbia Street, Ste. 603
San Diego, California 92101
Telephone: 619.762.1910
Facsimile: 619.756.6991

*Attorneys for Plaintiff and
Proposed Class Counsel*

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

MARIA PANALIGAN, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

PIER 1 IMPORTS (U.S.), INC., a
Delaware corporation, and DOES 1- 50,
inclusive,

Defendants.

Case No. 2:22-cv-2544

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 Maria Panaligan (“Plaintiff”) brings this action on behalf of herself and all
2 others similarly situated against Defendant Pier 1 Imports (U.S.), Inc. (“Defendant” or
3 “Pier 1 Imports”), 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, pier1.com, where it sells home furnishings,
14 décor, 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 Pier 1 Imports, continue to use the tactic because they know they
20 will be able to increase sales and profits by tricking consumers into making purchasing
21 decisions based on the advertised reference prices. The information available to consumers
22 varies for different types of products; nonetheless, consumers frequently lack full
23 information about products and as a result often use information from sellers to make
24 purchase decisions.

25 5. Through its false and misleading marketing, advertising, and pricing scheme
26 alleged herein, Pier 1 Imports violated, and continues to violate, California and Federal law,
27 which prohibit the advertisement of goods for sale discounted from false former prices.
28 California and Federal law also prohibit the dissemination of misleading statements about

1 the existence and amount of price reductions. Specifically, Defendant violated and
2 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 pier1.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 which the Plaintiff
28 Maria Panaligan resides and was injured in this district wherein a substantial part of the

1 events or omissions giving rise to her claims occurred. Further, Defendant is a corporation
 2 or other business entity which does conduct business in the State of California. Defendant
 3 conducts substantial business in this district and has sufficient minimum contacts in
 4 California, and/or otherwise intentionally avails itself to the California market through the
 5 operation of its e-commerce website within the State of California.

6 III. GENERAL ALLEGATIONS

7 A. Retailers Benefit from False Reference Pricing Schemes.

8 9. Pier 1 Imports engages in a false and misleading reference price scheme in the
 9 marketing and selling of its products on its Pier 1 Imports e-commerce website.

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

17 11. Consumers incorporate Defendant's deceptive advertised reference prices into
 18 decision processes for a few reasons. First, a product's "price is also used as an indicator of
 19 product quality."³ In other words, consumers view Defendant's deceptive advertised
 20

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

² "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).

³ 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,

1 reference prices as a proxy for product quality. Second, reference prices “appeal[] to
2 consumers’ desire for bargains or deals.”⁴ 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.”⁵ 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.⁶

9 12. Research in marketing and economics has long recognized that consumer
10 demand can be influenced by “internal” and “external” reference prices.⁷ 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).⁸
14 Researchers report that consumer’s internal reference prices adjust toward external
15
16

17 Richard. “Mental Accounting and Consumer Choice.” *Marketing Science* 4, no. 3 (1985):
18 199-214, p. 212 (“The [reference price] will be more successful as a reference price the less
19 often the good is purchased. The [reference price] is most likely to serve as a proxy for
quality when the consumer has trouble determining quality in other ways (such as by
inspection”).

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

21 ⁵ 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 ⁶ “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
the good received compared to the outlay, the latter depends solely on the perceived merits
of the ‘deal’”. Thaler, Richard. “Mental Accounting and Consumer Choice.” *Marketing
Science* 4, no. 3 (1985): 199-214, p. 205.

25 ⁷ Empirical results “suggest that internal reference prices are a significant factor in purchase
26 decisions. The results also add empirical evidence that external reference prices
27 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.

28 ⁸ 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.

1 reference prices when valuing a product.⁹ For products purchased infrequently, external
 2 reference prices can be particularly influential because these consumers have little or no
 3 prior internal reference.¹⁰ In other words, “[t]he deceptive potential of such advertised
 4 reference prices are likely to be considerably higher for buyers with less experience or
 5 knowledge of the product and product category.”¹¹ Academic literature further reports that
 6 “there is ample evidence that consumers use reference prices in making brand choices”¹²
 7 and publications have summarized the empirical data as follows:

8 Inflated reference prices can have multiple effects on consumers. They can
 9 increase consumers’ value perceptions (transaction value and acquisition
 10 value), reduce their search intentions for lower prices, increase their purchase
 11 intentions, and reduce their purchase intentions for competing products ...

12 Inflated and/or false advertised reference prices enhance consumers’ internal
 13 reference price estimates and, ultimately, increase their perceptions of value
 14 and likelihood to purchase[.]¹³

15 13. Sellers, including Defendant, understand consumers are vulnerable to
 16 perceived bargains. Thus, Defendant has a substantial financial interest in exploiting
 17 consumers’ well-known behavioral tendencies by inducing consumers into believing they
 18 are receiving a bargain—even when they are not. The phenomena of people
 19

20 ⁹ “Buyers’ internal reference prices adapt to the stimuli prices presented in the
 21 advertisement. That is, buyers either adjust their internal reference price or accept the
 22 advertised reference price to make judgments about the product’s value and the value of the
 23 deal.” Grewal, Dhruv, Kent B. Monroe, and Ramayya Krishnan. “The Effects of Price-
 24 Comparison Advertising on Buyers’ Perceptions of Acquisition Value, Transaction Value,
 25 and Behavioral Intentions.” *The Journal of Marketing* 62 (1998): 46-59, p. 48.

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

¹¹ 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.

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

¹³ 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 disproportionately relying on an initial piece of information when making a decision, known
 2 as “anchoring,”¹⁴ is especially relevant in this context.¹⁵ Reference prices are often the *first*,
 3 if not the *only*, insight into a product besides the sale price itself. Thus, consumers use the
 4 reference price as a baseline upon which to perceive a product’s value.

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

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

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

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

25
 26
 27 ¹⁴ 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.”).

¹⁵ Friedman, *supra* note 2, at 933.

1 **C. Defendant’s Fraudulent Price Discounting Scheme Violates California**
2 **State Law and 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. Defendant
5 advertises home furnishings, décor, and other related items for sale by listing them with a
6 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 alongside an “original” price and the corresponding sale price. The reference price is
16 crossed out and substantial discount is offered on the sale price. *See* Exhibit A. Defendant
17 advertises a seemingly original price, in truth a false reference price, with a “strikethrough.”
18 The false reference price operates as a baseline consumers rely on to assess a product’s
19 value. Moreover, it is shown alongside the original price to communicate to consumers that
20 Defendant is selling a product at a substantial discount, even though the product is not in
21 fact discounted. The sale price displayed directly next to the false reference price conveys
22 the “deep discount” at which Defendant presently offers a product, ostensibly for a limited
23 time.

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

1 scheme to deceptively manufacture false discounts to incentivize consumers to make
2 purchases.

3 20. To reiterate, the products sold on pier1.com show the original price with a
4 strikethrough alongside the corresponding sale price immediately next to a picture of the
5 product. For example, as seen in Exhibit A, a “Gold Bar Cart,” Defendant lists the false
6 reference price of “\$596.92” with a strikethrough, which suggests to customers that
7 Defendant previously offered its products at the strikethrough price of 596.92. Attached
8 hereto as Exhibit A are numerous snapshots from pier1.com acquired through the Wayback
9 Machine—a well-regarded archive of internet webpages as they existed at a singular point
10 in time—depicting the false reference pricing scheme.

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 constitute false, fraudulent, and deceptive advertising because the advertised
21 reference prices it displays list substantially higher prices than those ever offered by
22 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 are all part of Defendant’s purposeful, deceptive scheme. The products sold through

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

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

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

27 26. Thus, Defendant's scheme intends to, and does, provide misinformation to the
28 customer. This misinformation communicates to consumers, including Plaintiff, that the

1 products sold on Defendant's e-commerce website have greater value than the advertised
2 discounted price.

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

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

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

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

13 **D. Investigation**

14 31. Products sold on Pier 1 Imports' website are priced uniformly. In other words,
15 the products sold by Defendant bear a substantially discounted sale price that appears next
16 to the "crossed out" or "strikethrough" original price. Plaintiff's counsel's investigation
17 confirmed that all of the merchandise purchased by Plaintiff was priced with a false
18 reference price and a corresponding discounted price for at least the 90-day period
19 immediately preceding Plaintiff's purchase in violation of California law. The merchandise
20 purchased by Plaintiff was not, and is not, offered for sale in any other market.

21 32. Plaintiff's counsel conducted a thorough investigation of Defendant's website.
22 Plaintiff's counsel deployed a sophisticated software program to track each item offered for
23 sale on the Pier1.com website. Plaintiff's counsel tracked the pricing of certain merchandise
24 offered for sale through Pier1.com various periods from 2020 through the present. A sample
25 of the items tracked are attached as Exhibit A. For the duration of the tracking period, each
26 product remained significantly discounted from its reference price. The investigation
27 indicated the false reference pricing scheme was uniform across Defendant's e-commerce
28 website. Plaintiff has also investigated and tracked the pricing of items sold at the Pier 1

1 Imports brick and mortar stores and found they are priced identically to the corresponding
2 items online.

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

13 IV. PARTIES

14 Plaintiff

15 36. Plaintiff Maria Panaligan resides in Arcadia, California. Plaintiff, in reliance
16 on Defendant's false and deceptive advertising, marketing and discounting pricing schemes,
17 purchased the following item online from Arcadia, California on August 4, 2021:

18 Item:	19 Quantity:	20 False Reference Price:	21 Sale Price Paid by Plaintiff:
22 Florentine Blue and 23 White Garden Planter 24 Set 12" x 12"	25 1	26 \$142.90	27 \$114.95

28 37. Plaintiff examined the above-listed product on Defendant's website before
deciding to purchase the aforementioned item after reviewing the item's advertised sale
price. The item Plaintiff purchased was advertised as having an original price, which had a
strikethrough over it on the website. Defendant advertised the item as having a sale price at
a discount for the item.

38. After observing the original price of the item and the accompanying the sale
price, Plaintiff believed she was receiving a significant discount on the product she had

1 chosen. Because she was interested in the product and felt that the discounted price would
2 likely not last, and that she was getting a significant bargain on the product, she proceeded
3 to finish checking out and purchased it.

4 39. However, this product was never offered for sale at the original price listed on
5 Defendant's e-commerce website and certainly not within the 90 days preceding Plaintiff's
6 purchase. Neither Plaintiff's receipt nor any other language on the website observed or
7 relied upon by Plaintiff indicated that the product was not offered previously at the
8 advertised reference price.

9 40. Plaintiff reasonably relied upon Defendant's artificially inflated reference
10 prices and false discounts when purchasing products from Defendant's e-commerce
11 website. Plaintiff would not have made such purchase but for Defendant's representations
12 regarding the substantial discount being offered for the product. Plaintiff would like to
13 continue buying from Defendant's e-commerce website in the future but cannot be certain
14 of the veracity of Defendant's advertised bargains.

15 41. Plaintiff and the Class reasonably and justifiably acted and relied on the
16 substantial price differences that Defendant advertised, and they made purchases believing
17 they were receiving a substantial discount on a product of greater value than the value it had
18 in actuality. Plaintiff, like other Class members, was lured in, relied on, and was damaged
19 by the deceptive pricing scheme Defendant carried out.

20 42. Plaintiff was damaged in her purchase because Defendant's false reference
21 price discounting scheme inflated the true market value of item she purchased. Plaintiff is
22 susceptible to this reoccurring harm because she cannot be certain that Defendant has
23 corrected this deceptive pricing scheme and she desires to shop at Defendant's e-commerce
24 website in the future. However, she currently cannot trust that Defendant will accurately
25 price its products truthfully and in a non-misleading fashion in compliance with applicable
26 law. Plaintiff does not have the resources on her own to determine whether Defendant is
27 complying with State and Federal law with respect to its pricing practices.

28

1 43. Additionally, because of the wide selection of items available on Defendant's
2 website, and due to the likelihood that Defendant may yet develop and market additional
3 falsely priced items for sale online, Plaintiff may again, though by mistake, purchase a
4 falsely discounted item from Defendant under the impression that the advertised reference
5 price represented a *bona fide* former price at which the item was previously offered for sale
6 by Defendant. Indeed, Plaintiff desires to continue purchasing items from pier1.com in the
7 future. Moreover, Class members will continue to purchase Pier 1 Imports products while
8 reasonably but incorrectly believing that their advertised reference prices represent *bona*
9 *fide* former prices at which they were previously offered for sale by Defendant.

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

17 45. Moreover, Plaintiff lacks an adequate remedy at law with respect to her claim
18 for equitable restitution because she has not yet retained an expert to determine whether an
19 award of damages can or will adequately remedy her monetary losses caused by Defendant.
20 Particularly, as legal damages focus on remedying the loss to the plaintiff and equitable
21 restitution focuses wholly distinctly on restoring monies wrongly acquired by the defendant,
22 legal damages are inadequate to remedy Plaintiff's loss because Plaintiff does not know at
23 this juncture, and is certainly not required to set forth evidence, whether a model for legal
24 damages (as opposed to equitable restitution) will be viable or will adequately compensate
25 Plaintiff's losses.

26 46. Finally, Plaintiff's case is substantially predicated on Defendant's violation of
27 CAL BUS. & PROF. CODE § 17501, an equitable claim, as Plaintiff's counsel's investigation
28 revolved around ensuring that Defendant did not sell products at the indicated reference

1 price within the 90 days preceding Plaintiff's purchase and, likewise, that Defendant failed
2 to disclose to consumers the date on which products was last offered at its advertised
3 reference price. This claim and test of liability go to the heart of Plaintiff's case and the
4 same test is not available under a CLRA legal claim for damages. Thus, Plaintiff does *not*
5 have an adequate remedy at law because the CLRA does not provide the same metric of
6 liability as CAL BUS. & PROF. CODE § 17501, which is integral not only to Plaintiff's prayer
7 for restitution, but also to Plaintiff's very theory of liability at trial.

8 **Defendant**

9 47. Defendant is incorporated in Delaware with its principal executive offices in
10 Fort Worth, Texas. Plaintiff is informed and believes that Defendant operates Pier 1
11 Imports' the pier1.com website, and advertises, markets, distributes, and/or sells home
12 furnishings, décor, and other products in California and throughout the United States.

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

20 **V. CLASS ALLEGATIONS**

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

24 All persons, within the State of California, who, within the applicable statutory
25 period (the "Class Period"), purchased from Pier 1 Imports' e-commerce
26 website, one or more products at discounts from an advertised reference price
27 and who have not received a refund or credit for their purchase(s).

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

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

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

- 17 a. whether, during the Class Period, Defendant used advertised false
18 reference prices on products sold through its e-commerce website;
 - 19 b. whether, during the Class Period, the original price advertised by
20 Defendant was the prevailing market price for the products in question during the
21 three months period preceding the dissemination and/or publication of the advertised
22 former prices;
 - 23 c. whether Defendant's alleged conduct constitutes violations of the laws
24 asserted;
 - 25 d. whether Defendant engaged in unfair, unlawful and/or fraudulent
26 business practices under the laws asserted;
 - 27 e. whether Defendant engaged in false or misleading advertising;
- 28

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

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

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

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

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

15 54. **Superiority:** The nature of this action and the nature of laws available to
16 Plaintiff and the Class make the use of the class action format a particularly efficient and
17 appropriate procedure to afford relief to her and the Class for the wrongs alleged. The
18 damages or other financial detriment suffered by individual Class members is relatively
19 modest compared to the burden and expense that would be entailed by individual litigation
20 of their claims against Defendant. It would thus be virtually impossible for Plaintiff and
21 Class members, on an individual basis, to obtain effective redress for the wrongs done to
22 them. Absent the class action, Class members and the general public would not likely
23 recover, or would not likely have the chance to recover, damages, restitution, or injunctive
24 relief, and Defendant will be permitted to retain the proceeds of its fraudulent and deceptive
25 misdeeds.

26 55. All Class members, including Plaintiff, were exposed to one or more of
27 Defendant's misrepresentations or omissions of material fact in advertising false reference
28 prices. Due to the scope and extent of Defendant's consistent false sale prices, advertising

1 scheme, disseminated in a constant years-long campaign to consumers, it can be reasonably
2 inferred that such misrepresentations or omissions of material fact were uniformly made to
3 all members of the Class. In addition, it can be reasonably presumed that all members of
4 the Class, including Plaintiff, affirmatively acted in response to the representations
5 contained in Defendant’s false advertising scheme when purchasing products sold through
6 Defendant’s e-commerce website.

7 56. **Ascertainability:** Defendant keeps extensive records of its customers through
8 its online sales data, as well as through, *inter alia*, general marketing programs. Defendant
9 has one or more databases through which all, or a significant majority of, Class members
10 may be identified and ascertained, and it maintains contact information, including email and
11 home address, through which notice of this action could be disseminated in accordance with
12 due process requirements

13 VI. CAUSES OF ACTION

14 FIRST CAUSE OF ACTION

15 **Violation of California’s Unfair Competition Law (“UCL”)** 16 **CAL. BUS. & PROF. CODE §§ 17200, *et seq.***

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

19 58. Plaintiff brings this claim individually and on behalf of the members of the
20 proposed Class against Defendant Dress Barn for violations of the UCL, CAL. BUS. & PROF.
21 CODE §§ 17200, *et seq.*

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

25 60. The UCL imposes strict liability. Plaintiff need not prove that Defendant
26 intentionally or negligently engaged in unlawful, unfair, or fraudulent business practices—
27 but only that such practices occurred.

28

1 ***“Unfair” Prong***

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

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

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

17 ***“Fraudulent” Prong***

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

20 65. Defendant’s acts and practices alleged above constitute fraudulent business
21 acts or practices as it has deceived Plaintiff and is highly likely to deceive members of the
22 consuming public. Plaintiff relied on Defendant’s fraudulent and deceptive representations
23 regarding its false or outdated “original prices” for products sold by Defendant through its
24 e-commerce website. These misrepresentations played a substantial role in Plaintiff’s
25 decision to purchase the product at a purportedly steep discount, and Plaintiff would not
26 have purchased the product without Defendant’s misrepresentations.

1 **“Unlawful” Prong**

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

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

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

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

1 16 C.F.R. § 233.1(a) and (b) (emphasis added).

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

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

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

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

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

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

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

26 72. Defendant’s violations of the UCL, through its unlawful, unfair, and fraudulent
27 business practices, are ongoing and present a continuing threat that Class members and the
28 public will be deceived into purchasing products based on price comparisons of arbitrary

1 and inflated “reference” prices and substantially discounted “sale” prices. These false
2 comparisons created phantom markdowns and lead to financial damage for consumers like
3 Plaintiff and the class.

4 73. Pursuant to the UCL, Plaintiff is entitled to preliminary and permanent
5 injunctive relief enjoining Defendant from further engagement in this unfair competition,
6 as well as disgorgement and restitution to Plaintiff and the Class of all Defendant’s revenues
7 wrongfully obtained from them as a result of Defendant’s unfair competition, or such
8 portion of those revenues as the Court may find equitable.

9 **SECOND CAUSE OF ACTION**

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

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

14 75. Plaintiff brings this claim individually and on behalf of the members of the
15 proposed Class against Defendant for violations of the FAL, CAL. BUS. & PROF. CODE
16 §§ 17500, *et seq.*

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

18 It is unlawful for any . . . corporation . . . with intent directly or indirectly to
19 dispose of . . . personal property or to perform services, professional or
20 otherwise, or anything of any nature whatsoever or to induce the public to enter
21 into any obligation relating thereto, to make or disseminate or cause to be made
22 or disseminated . . . from this state before the public in any state, in any
23 newspaper or other publication, or any advertising device, or by public outcry
24 or proclamation, or in any other manner or means whatever, including over the
25 Internet, any statement, concerning that . . . personal property or those services
26 . . . which is untrue or misleading, and which is known, or which by the exercise
27 of reasonable care should be known, to be untrue or misleading . . .

28 (Emphasis added).

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

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

9 79. Defendant’s routine practice of advertising discounted prices from false
10 reference prices, which were never the prevailing market prices of those products and were
11 materially greater than the true prevailing prices (i.e., Defendant’s actual sale price),
12 constitutes an unfair, untrue, and misleading practice. Defendant’s deceptive marketing
13 practice gave consumers the false impression that the products on Defendant’s e-commerce
14 website were regularly sold on the market for a substantially higher price than the price for
15 which they were sold in actuality. Moreover, Defendant’s deceptive marketing practice
16 misled consumers by creating a false impression that the products sold through its e-
17 commerce website were worth more than their actual worth.

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

20 81. As a direct and proximate result of Defendant’s misleading and false
21 advertisements, Plaintiff and Class members have suffered injury in fact and have lost
22 money. As such, Plaintiff requests that this Court order Defendant to restore this money to
23 Plaintiff and all Class members, and to enjoin Defendant from continuing these unfair
24 practices in violation of the UCL in the future. Otherwise, Plaintiff, Class members, and
25 the broader general public, will be irreparably harmed and/or denied an effective and
26 complete remedy.

27 82. Plaintiff and Class members request that this Court order Defendant to restore
28 this money to Plaintiff and Class members, and to enjoin Defendant from continuing these

1 unfair practices in violation of the FAL in the future. Otherwise, Plaintiff, Class members,
2 and the broader general public, will be irreparably harmed and/or denied an effective and
3 complete remedy.

4 **THIRD CAUSE OF ACTION**

5 **Violation of California’s Consumers Legal Remedies Act (“CLRA”),**
6 **CAL. CIV. CODE § 1750, *et seq.***

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

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

12 85. This cause of action is brought pursuant to the CLRA, CAL. CIV. CODE § 1750,
13 *et seq.* Plaintiff and each member of the proposed Class are “consumers” as defined by
14 CAL. CIV. CODE § 1761(d). Defendant’s sale of products through its e-commerce website,
15 Pier1.com, were “transactions” within the meaning of CAL. CIV. CODE § 1761(e). The
16 products purchased by Plaintiff and the Class are “goods” or “services” within the meaning
17 of CAL. CIV. CODE §§ 1761(a) - (b).

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

22 a. advertising goods or services with intent not to sell them as advertised;
23 § 1770(a)(9); and

24 b. making false or misleading statements of fact concerning reasons for,
25 existence of, or amounts of price reductions; § 1770(a)(13).

26 87. On April 15, 2022, Plaintiff through counsel, sent a CLRA demand letter to
27 Defendant that provided notice of Defendant’s violation of the CLRA and demanded
28 Defendant correct, repair, replace, or otherwise rectify the unlawful, unfair, false, and

1 deceptive practices complained of herein. The letter also stated that if Defendant refused to
2 do so, Plaintiff would file a complaint seeking damages in accordance with the CLRA. If
3 Defendant does not respond to Plaintiff's letter or agree to rectify the problems associated
4 with the actions detailed above and give notice to all affected consumers within 30 days of
5 the date of written notice pursuant to § 1782, Plaintiff will amend her complaint to seek
6 actual, punitive, and statutory damages, as appropriate against Defendant.

7 88. Filed concurrently herewith is a declaration of venue pursuant to CAL. CIV.
8 CODE §1780(d).

9 VII. PRAYER FOR RELIEF

10 Wherefore, Plaintiff, on behalf of herself and all other members of the Class, requests
11 that this Court award relief against Defendant as follows:

- 12 a. an order certifying the Class and designating Plaintiff as the Class
13 Representative and her counsel as Class Counsel;
- 14 b. awarding restitution and disgorgement of all profits and unjust
15 enrichment that Defendant obtained from Plaintiff and the Class members as a result
16 of its unlawful, unfair, and fraudulent business practices described herein;
- 17 c. awarding Plaintiff and members of the Class actual, statutory, and
18 punitive damages;
- 19 d. awarding declaratory and injunctive relief as permitted by law or equity,
20 including: enjoining Defendant from continuing the unlawful practices as set forth
21 herein, and directing Defendant to identify, with Court supervision, victims of its
22 misconduct and pay them all money they are required to pay;
- 23 e. order Defendant to engage in a corrective advertising campaign;
- 24 f. awarding attorneys' fees and costs; and
- 25 g. for such other and further relief as the Court may deem necessary or
26 appropriate.

VIII. DEMAND FOR JURY TRIAL

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

Dated: April 15, 2022

LYNCH CARPENTER, LLP

By: /s/ Todd D. Carpenter

Todd D. Carpenter (CA 234464)

todd@lcllp.com

Scott G. Braden (CA 305051)

scott@lcllp.com

1350 Columbia Street, Ste. 603

San Diego, California 92101

Telephone: (619) 762-1910

Facsimile: (619) 756-6991

*Attorneys for Plaintiff and
Proposed Class Counsel*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28