	PLD-PI-001
ATTORNEY OR PARTY WITHOUT ATTORNEY ( <i>Name, State Bar number, and address</i> ): Todd Carpenter (CA 234464), 1234 Camino del Mar, Del Mar, CA 92014 James B. Drimmer (196890), 1234 Camino del Mar, Del Mar, CA 92014	FOR COURT USE ONLY
	ELECTRONICALLY FILED Superior Court of California, County of San Diego
TELEPHONE NO: (619) 762-1910 FAX NO. (Optional):	06/06/2023 at 03:09:00 PM
E-MAIL ADDRESS (Optional): Todd@lcllp.com; jim@lcllp.com	Clerk of the Superior Court
ATTORNEY FOR (Name): Plaintiffs Stephanie Aberl, Diana Vasquez, and Shannon Custer SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	By Marisa King,Deputy Clerk
STREET ADDRESS: 325 South Melrose Drive	
MAILING ADDRESS: 325 South Melrose Drive	
CITY AND ZIP CODE: Vista, 92081	
BRANCH NAME: North County	_
PLAINTIFF: Stephanie Aberl, Diana Vasquez, and Shannon Custer	
DEFENDANT: Ashley Global Retail, LLC	
DOES 1 TO	
COMPLAINT—Personal Injury, Property Damage, Wrongful Death	CASE NUMBER:
<b>X</b> AMENDED (Number): First	37-2023-000115360-CU-BT-NC
Type (check all that apply):       Pecuniary loss according to proof         MOTOR VEHICLE       X       OTHER (specify): for unfair business practices	
MOTOR VEHICLE <b>X</b> OTHER ( <i>specify</i> ): for unfair business practices Property Damage Wrongful Death	
Personal Injury Other Damages (specify):	
Jurisdiction (check all that apply):	
ACTION IS A LIMITED CIVIL CASE	
Amount demanded does not exceed \$10,000	
exceeds \$10,000, but does not exceed \$25,000	
ACTION IS RECLASSIFIED by this amended complaint	
from limited to unlimited	
from unlimited to limited	
1. Plaintiff (name or names): Stephanie Aberl, Diana Vasquez, and Shannon Custer	
alleges causes of action against <b>defendant</b> <i>(name or names):</i> Ashley Global Retail, LLC	
2. This pleading, including attachments and exhibits, consists of the following number of	pages: 9
3. Each plaintiff named above is a competent adult	
a except plaintiff (name):	
(1) a corporation qualified to do business in California	
(2) an unincorporated entity (describe):	
(3) a public entity <i>(describe):</i>	
(4) a minor an adult	
<ul> <li>(a) for whom a guardian or conservator of the estate or a gua</li> <li>(b) other (<i>specify</i>):</li> </ul>	ardian ad litem has been appointed
(5) other ( <i>specify</i> ):	
b. <b>except</b> plaintiff (name):	
(1) a corporation qualified to do business in California	
(2) an unincorporated entity (describe):	
(3) a public entity <i>(describe):</i>	
(4) a minor an adult	
(a) for whom a guardian or conservator of the estate or a gua	ardian ad litem has been appointed
(b) other (specify):	
(5) other ( <i>specify</i> ):	
Information about additional plaintiffs who are not competent adults is shown in Atta	achment 3.
Form Approved for Optional Use COMPLAINT—Personal Injury. Proper	Page 1 of 3 Code of Civil Procedure, § 425.12

		PLD-PI-00
SHORT TITLE: Aberl, et al., v. Ashley Global Retail, LLC		CASE NUMBER: 37-2023-000115360-CU-BT-NC
<ul> <li>Plaintiff (name):</li> <li>is doing business under the fictitious name (specify):</li> </ul>		
<ul> <li>and has complied with the fictitious business name laws.</li> <li>5. Each defendant named above is a natural person <ul> <li>a. <b>x</b> except defendant (<i>name</i>): Ashley Global Retail, LLC</li> <li>(1) a business organization, form unknown</li> <li>(2) a corporation</li> <li>(3) an unincorporated entity (<i>describe</i>):</li> <li>(4) a public entity (<i>describe</i>):</li> <li>(5) <b>x</b> other (<i>specify</i>): Delaware Limited Liability Company</li> </ul> </li> </ul>	(1) a bus (2) a cor (3) an un (4) a pub	endant <i>(name):</i> iness organization, form unknown poration incorporated entity <i>(describe):</i> lic entity <i>(describe):</i> <i>(specify):</i>
<ul> <li>b. except defendant (name):</li> <li>(1) a business organization, form unknown</li> <li>(2) a corporation</li> <li>(3) an unincorporated entity (describe):</li> <li>(4) a public entity (describe):</li> </ul>	(1) a bus (2) a cor (3) an ur	endant <i>(name):</i> iness organization, form unknown poration incorporated entity <i>(describe):</i> lic entity <i>(describe):</i>
(5) other (specify):	(5) other	(specify):
<ul> <li>Information about additional defendants who are not nature</li> <li>6. The true names of defendants sued as Does are unknown to plate</li> <li>a. Doe defendants (<i>specify Doe numbers</i>):</li></ul>	aintiffv	vere the agents or employees of other
b Doe defendants (specify Doe numbers):		re persons whose capacities are unknown to
plaintiff. 7. Defendants who are joined under Code of Civil Procedure	section 382 are <i>(name</i>	s):
<ul> <li>8. This court is the proper court because</li> <li>a at least one defendant now resides in its jurisdictional</li> <li>b the principal place of business of a defendant corporat</li> <li>c injury to person or damage to personal property occur</li> <li>d other (specify):</li> </ul>	tion or unincorporated a	
9. Plaintiff is required to comply with a claims statute, <b>and</b>		

- has complied with applicable claims statutes, **or** а. Г
- b. is excused from complying because (specify):

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10. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- a. Motor Vehicle
- b. General Negligence
- c. Intentional Tort
- d. Products Liability
- e. Premises Liability
- f. **x** Other (specify):

Violation of California's Consumer Legal Remedies Act ("CLRA"); CAL.CIV.CODE §§ 1750, et seq. Violation of California's False Advertising Laws ("FAL"); CAL.BUS. & PROF.CODE§§ 17500, et seq. Violation of California's Unfair Competition Laws ("UCL"); CAL.BUS. & PROF.CODE§§ 17200, et seq.

- 11. Plaintiff has suffered
  - a. 🔄 wage loss
  - b. loss of use of property
  - c. hospital and medical expenses
  - d. \_\_\_\_ general damage
  - e. \_\_\_\_ property damage
  - f. loss of earning capacity
  - g. **x** other damage (*specify*):
    - Pecuniary damages according to proof for unfair business practices

12. The damages claimed for wrongful death and the relationships of plaintiff to the deceased are

- a. Iisted in Attachment 12.
- b. as follows:
- 13. The relief sought in this complaint is within the jurisdiction of this court.

Defendant operates some of its business in the state of California, and plaintiff suffered pecuniary injury in one of the Defendant's California locations. Plaintiff is seeking restitution and disgorgement of unjust enrichment that Defendant obtained from Plaintiff as a result of its unlawful, unfair, and fraudulent business practices.

- 14. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
  - (1) **x** compensatory damages
  - (2) \_\_\_\_ punitive damages

The amount of damages is (in cases for personal injury or wrongful death, you must check (1)):

- (1) **x** according to proof
- (2) in the amount of: \$

15. The paragraphs of this complaint alleged on information and belief are as follows (specify paragraph numbers):

Date: June 6, 2023

a.

Todd D. Carpenter

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

First CAUSE OF ACTION—Fraud
(number) ATTACHMENT TO 🗹 Complaint 🗔 Cross-Complaint
(Use a separate cause of action form for each cause of action.)
FR-1. Plaintiff (name): Stephanie Aberl, Diana Vasquez, and Shannon Custer
alleges that defendant (name): Ashley Global Retail, LLC
on or about ( <i>date</i> ): 6/19, 4/13/20, 12/6/21 & 4/3/22 defrauded plaintiff as follows:
FR-2. Intentional or Negligent Misrepresentation a. Defendant made representations of material fact  as stated in Attachment FR-2.a  ✓ as follows: Defendant violated California's Consumer Legal Remedies Act by listing an "original price" for products it sells, which induced consumers to purchase its products under the guise of a significant sale. Civ. Code§ 1750, et seq. Specifically, Defendant made false or misleading statement of fact concerning reasons for, existence of, or amount of price reductions. Civ. Code § 1770(a)(13).
b. These representations were in fact false. The truth was as stated in Attachment FR-2.b as follows: The products were not sold at the "original price," and the advertised original price was inflated making discounts appear more significant than they actually were in the eyes of a consumer.
<ul> <li>c. When defendant made the representations,</li> <li>defendant knew they were false, or</li> <li>defendant had no reasonable ground for believing the representations were true.</li> <li>d. Defendant made the representations with the intent to defraud and induce plaintiff to act as described in item FIR-5. At the time plaintiff acted, plaintiff did not know the representations were false and believed they were true. Plaintiff acted in justifiable reliance upon the truth of the representations.</li> </ul>
<ul> <li>FR-3. Concealment <ul> <li>a. Defendant concealed or suppressed material facts</li> <li>b. Defendant concealed the actual value of the products it sells, by inflating the products "original price."</li> </ul> </li> <li>b. Defendant concealed or suppressed material facts <ul> <li>defendant was bound to disclose.</li> <li>by telling plaintiff other facts to mislead plaintiff and prevent plaintiff from discovering the concealed or suppressed facts.</li> </ul> </li> <li>c. Defendant concealed or suppressed these facts with the intent to defraud and induce plaintiff to act as described in item IFIR-5. At the time plaintiff acted, plaintiff was unaware of the concealed or suppressed</li> </ul>
facts and would not have taken the action if plaintiff had known the facts. Page 4

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First	CAUSE OF ACTION—Fraud
FR-4.	(number)  Promise Without Intent to Perform  a. Defendant made a promise about a material matter without any intention of performing it as stated in Attachment FR-4.a as follows:
FR-5.	<ul> <li>b. Defendant's promise without any intention of performance was made with the intent to defraud and induce plaintiff to rely upon it and to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to perform the promise. Plaintiff acted in justifiable reliance upon the promise.</li> <li>In justifiable reliance upon defendant's conduct, plaintiff was induced to act as stated in Attachment FR-5 of as follows:</li> <li>Plaintiffs were induced to purchase the discounted products in order to capture the perceived savings. Plaintiffs would not have made a purchase knowing the true value of the product.</li> </ul>

FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged as stated in Attachment FR-6 as follows:
Plaintiffs were damaged by making purchases they would not have otherwise made. As result of Defendant's business practices, Plaintiffs paid more than the actual value of the products purchased.

FIR - 7. Other:

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CASE NUMBER:

Second	CAUSE OF ACTION—Fraud		
(nun ATTACHMENT	nber) TO 🖌 Complaint 🥅 Cross-Complaint		
(Use a separate	e cause of action form for each cause of action.)		
FR- 1. Plaintiff (	name): Stephanie Aberl, Diana Vasquez, and Shannon Custer		
alleges th	nat defendant (name): Ashley Global Retail, LLC		
on or abo	out ( <i>date</i> ): 6/19, 4/13/20, 12/6/21 & 4/3/22 defrauded plaintiff as follows:		
	tentional or Negligent Misrepresentation Defendant made representations of material fact as stated in Attachment FR-2.a Defendant violated California's False Advertising Law by fabricating a false "oproducts it sells, which induced consumers to purchase its products under the g significant sale. Bus. & Prof. Code§§ 17500 et seq. Defendant also violated th under California's False Advertising Law. Bus & Prof. Code§ 17501.	original" guise of a	a
b. <sup>-</sup>	These representations were in fact false. The truth was as stated in Attachment FR-2 The products were not sold at the "original price," and the advertised original price making discounts appear more significant than they actually were in the consumer.	price was	
	<ul> <li>When defendant made the representations,</li> <li>defendant knew they were false, or</li> <li>defendant had no reasonable ground for believing the representations were true.</li> </ul> Defendant made the representations with the intent to defraud and induce plaintiff to ac in item FIR-5. At the time plaintiff acted, plaintiff did not know the representations were factors were true.		
a. I	Defendant concealed or suppressed material facts as stated in Attachment FR-3.a Defendant concealed the actual value of the products it sells, by inflating the proprice."		as follows: 'original
b. I	<ul> <li>Defendant concealed or suppressed material facts</li> <li>defendant was bound to disclose.</li> <li>by telling plaintiff other facts to mislead plaintiff and prevent plaintiff from discovering the or suppressed facts.</li> </ul>	concealed	d
i	Defendant concealed or suppressed these facts with the intent to defraud and induce plaintiff to as described in item IFIR-5. At the time plaintiff acted, plaintiff was unaware of the concealed or facts and would not have taken the action if plaintiff had known the facts.		ed 6

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CAUSE OF ACTION—Fraud	
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## FR-4. Promise Without Intent to Perform

Second

(number)

a. Defendant made a promise about a material matter without any intention of performing it as stated in Attachment FR-4.a as follows:

- b. Defendant's promise without any intention of performance was made with the intent to defraud and induce plaintiff to rely upon it and to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to perform the promise. Plaintiff acted in justifiable reliance upon the promise.
- FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act as stated in Attachment FR-5.

Plaintiffs were induced to purchase the discounted products in order to capture the perceived savings. Plaintiffs would not have made a purchase knowing the true value of the product.

FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged as stated in Attachment FR-6 as follows:
Plaintiff's were damaged by making purchases they would not have otherwise made. As result of Defendant's business practices, Plaintiff's paid more than the actual value of the products purchased.

FIR - 7. Other:

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Third	CAUSE OF ACTION—Fraud
(number) ATTACHMENT TO	Complaint Cross-Complaint
(Use a separate caus	se of action form for each cause of action.)
FR- 1. Plaintiff (name	e): Stephanie Aberl, Diana Vasquez, and Shannon Custer
alleges that de	fendant (name): Ashley Global Retail, LLC
on or about (da	ate): 6/19, 4/13/20, 12/6/21 & 4/3/22 defrauded plaintiff as follows:
	ndant made representations of material fact as stated in Attachment FR-2.a  ✓ as follows:
Cal	endant violated the "unlawful" prong of California's Unfair Competition Law, by violating ifornia's False Advertising Law. Bus & Prof. Code§§ 17200, et seq., and California's nsumer Legal Remedies Act. Civ. Code§§ 1750, et seq.
The	e representations were in fact false. The truth was $\square$ as stated in Attachment FR-2.b $\checkmark$ as follows: products were not sold at the "original price," and the advertised original price was ated making discounts appear more significant than they actually were in the eyes of a sumer.
c. When	defendant made the representations, defendant knew they were false, <b>or</b> defendant had no reasonable ground for believing the representations were true.
in it	ndant made the representations with the intent to defraud and induce plaintiff to act as described em FIR-5. At the time plaintiff acted, plaintiff did not know the representations were false and believed y were true. Plaintiff acted in justifiable reliance upon the truth of the representations.
Defe price b. Defer v c. Defer as de	as stated in Attachment FR-3.a  as follows: endant concealed the actual value of the products it sells, by inflating the products "original

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Thir	d CAUSE OF ACTION—Fraud
	(number)
FR-4	<ul> <li>Promise Without Intent to Perform</li> <li>a. Defendant made a promise about a material matter without any intention of performing it as stated in Attachment FR-4.a as follows:</li> </ul>
	b. Defendant's promise without any intention of performance was made with the intent to defraud and induce plaintiff to rely upon it and to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to perform the promise. Plaintiff acted in justifiable reliance upon the promise.
FR-5	. In justifiable reliance upon defendant's conduct, plaintiff was induced to act as stated in Attachment FR-5 as follows:
	Plaintiffs were induced to purchase the discounted products in order to capture the perceived savings. Plaintiffs would not have made a purchase knowing the true value of the products.

FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged as stated in Attachment FR-6 as follows:
Plaintiff's were damaged by making purchases they would not have otherwise made. As result of Defendant's business practices, Plaintiff's paid more than the actual value of the products purchased.

FIR - 7. Other:

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