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19 *Attorney for Plaintiff*  
20 *and the Putative Class*

**ELECTRONICALLY FILED**  
Superior Court of California  
County of Alameda

01/07/2025

Chad Finke, Executive Officer / Clerk of the Court

By:                     D. Drew                     Deputy

21 **SUPERIOR COURT OF CALIFORNIA**  
22 **COUNTY OF ALAMEDA**  
23 **UNLIMITED JURISDICTION**

24 VALERIE HARVEY, on behalf of herself  
25 and all others similarly situated,

26 Plaintiff,

27 v.

28 WORLD MARKET, LLC, COST PLUS  
WORLD MARKET, LLC, and DOES 1-10  
inclusive,

Defendants.

Case No. 24CV094533

**SECOND AMENDED CLASS ACTION**  
**COMPLAINT FOR DAMAGES**

1. **Violations of the Consumers Legal Remedies Act, Civ. C. § 1750, et seq.**
2. **Violations of the Unfair Competition Law, Bus. & Prof. C. § 17200, et seq.**
3. **Violations of the False Advertising Law, Bus. & Prof. C. § 17500, et seq.**

**DEMAND FOR JURY TRIAL**

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1 Plaintiff VALERIE HARVEY (“Plaintiff”), on behalf of herself and all others similarly  
2 situated, and on behalf of the general public, hereby complains against Defendant WORLD  
3 MARKET, LLC and COST PLUS WORLD MARKET, LLC (collectively, “World Market” or  
4 “Defendant”), and DOES 1 through 10, inclusive, and on information and belief alleges as  
5 follows:

6 **INTRODUCTION**

7 1. This is a class action brought against World Market on behalf of a class of  
8 consumers unlawfully charged “junk fees” when they shopped online at World Market.

9 2. Consumers who purchase items from World Market are lured onto the World  
10 Market website by the promise of a low price that does not exist because that advertised price  
11 fails to include various, mandatory fees ultimately charged at checkout. This type of “drip  
12 pricing” – illegal in California for years – has recently become the subject of a proposed national  
13 ban on junk fees.

14 3. As detailed herein, Defendant World Market adds mandatory fees on purportedly  
15 “oversized” items, charges “handling fees,” and charges amounts for shipping that are not the  
16 actual cost of shipping. These fees are not disclosed in the advertised prices, misrepresenting to  
17 consumers the total price of the products they intend to buy. As a result, consumers are  
18 blindsided by additional fees, requiring them to reevaluate or forgo their purchase plans, or to  
19 begrudgingly expand their budgets.

20 4. Defendant World Market adds additional handling costs to the advertised prices  
21 of the products it sells that are not included in the product’s advertised price.

22 5. Defendant World Market adds postage charges that are not included in the  
23 product’s advertised price and that are based upon a product’s original sales price and not the  
24 charges World Market reasonably and actually incur to ship the product to the consumer.

25 6. On or around September 9, 2024, Plaintiff purchased a set of two Jarle Molded  
26 Resin Outdoor Armchairs. World Market advertised the price of the set of chairs as \$429.99 on  
27 its website. However, when Plaintiff added the set of chairs to her cart to purchase, an  
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1 “Oversized Item Surcharge” of \$50.00, as well as a “Shipping and Handling” charge of \$49.95,  
2 were added to the total cost of the item. Despite its title, the “Shipping and Handling” charge was  
3 not the actual cost World Market incurred in shipping the set of chairs to Plaintiff.

4 7. Neither the “Oversized Item Surcharge”, nor the “Shipping and Handling” charge  
5 were included in the original price of the chair advertised on World Market’s website.

6 8. At all relevant times, World Market knew, or should have known, that the prices  
7 it advertises on its website do not represent the total price charged to consumers, including all  
8 mandatory fees.

9 9. Advertising products at a price that does not include all mandatory fees, with the  
10 exception of taxes imposed by the government, and shipping costs incurred in shipping a product  
11 to a consumer, violates California’s consumer protection laws, including the Consumers Legal  
12 Remedies Act, the Unfair Competition Law, and the False Advertising Law.

13 10. As a result of World Market’s failure to take appropriate or remedial action with  
14 respect to the Class, and affirmative misrepresentations of material fact, World Market has  
15 caused Plaintiff and members of the Class to (1) bear mandatory expenses and costs they  
16 otherwise should not have had to bear, (2) be misled as to the actual price of the product, (3) be  
17 subjected to “bait and switch” pricing. Plaintiff seeks to enjoin World Market’s unlawful and  
18 unfair practices and seeks damages and restitution for members of the Class for the losses they  
19 have incurred. Plaintiff also seeks attorneys’ fees, costs, and expenses.

20 **PARTIES**

21 11. Plaintiff VALERIE HARVEY is an individual, over 18 years of age, who  
22 purchased a set of Jarle Molded Resin Outdoor Armchairs from World Market LLC on or about  
23 September 9, 2024. At the time of purchase, Plaintiff was a California citizen and resident of Los  
24 Angeles County.

25 12. Defendant WORLD MARKET, LLC is a California company headquartered and  
26 doing business in the state of California at 1201 Marina Village Parkway, Alameda, CA 94501.

27 13. Defendant COST PLUS WORLD MARKET, LLC is a Delaware company  
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1 headquartered and doing business in the state of California at 1201 Marina Village Parkway  
2 Alameda, CA 94501.

3 14. Defendants DOES 1 through 10 are persons or entities whose true names and  
4 capacities are presently unknown to Plaintiff and who therefore are sued by such fictitious  
5 names. Plaintiff is informed and believe and thereon allege that each of the fictitiously named  
6 Defendants perpetrated some or all of the wrongful acts alleged herein, are responsible in some  
7 manner for the matters alleged herein, and are jointly and severally liable to Plaintiff. Plaintiff  
8 will seek leave of Court to amend this complaint to state the true names and capacities of such  
9 fictitiously named Defendants when ascertained.

10 **JURISDICTION AND VENUE**

11 15. Venue is proper in the County of Alameda, because at the time of Plaintiff's  
12 purchase transaction, World Market was headquartered in Alameda, coordinated business  
13 operations, processed credit card transactions in California, did business in California and in  
14 Alameda County, and committed wrongful acts alleged herein in Alameda County.

15 16. This Court has jurisdiction over World Market because it, at all times relevant  
16 herein, was qualified to do business and regularly conducted business in California.

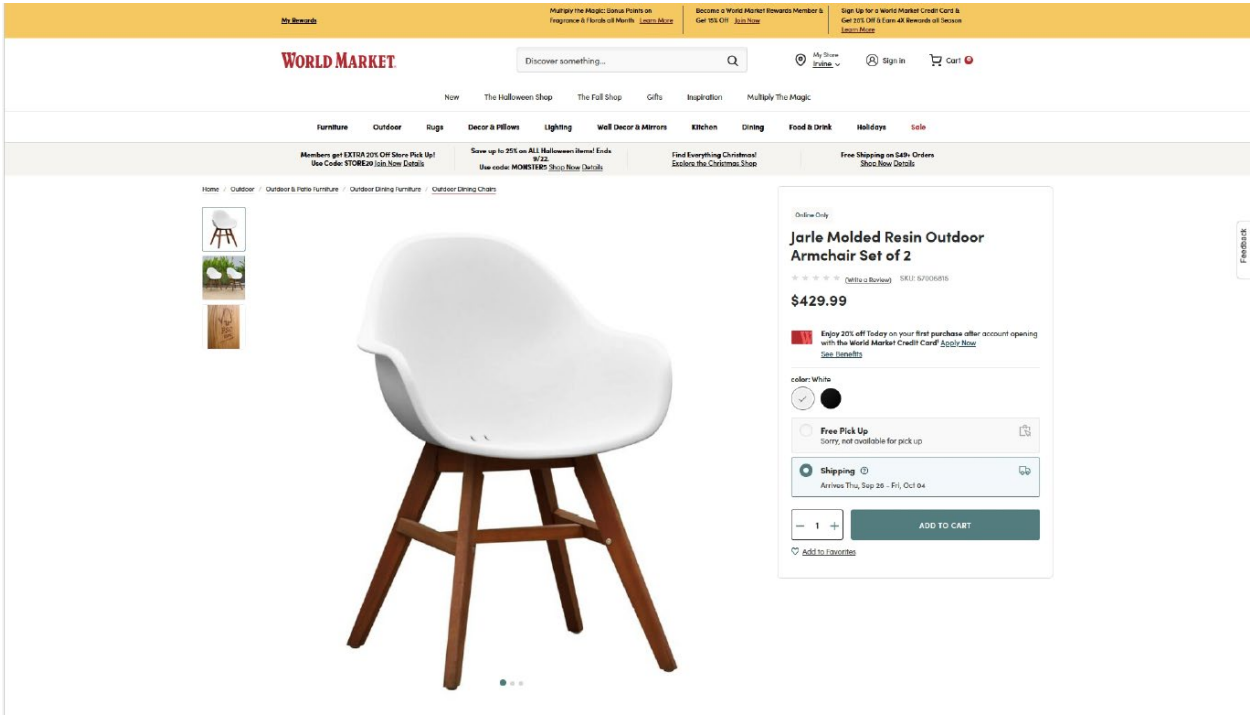
17 **FACTS**

18 17. On or around September 9, 2024, Plaintiff visited the World Market website for  
19 the first time, at [www.worldmarket.com](http://www.worldmarket.com).

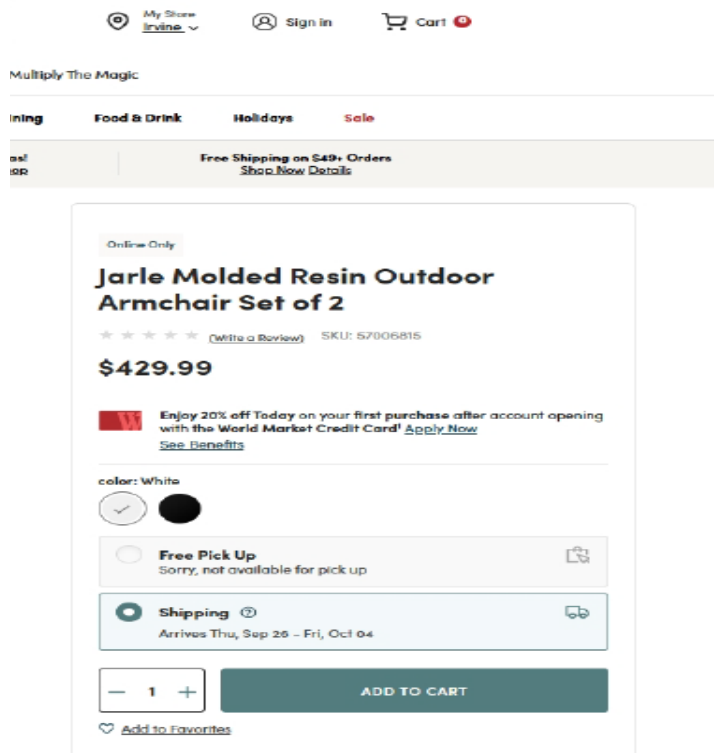
20 18. Plaintiff did so after browsing the internet for furniture, comparing pricing of  
21 various retailers for furniture items she was interested in purchasing, and seeing an advertisement  
22 for chairs on the World Market website.

23 19. On or around September 9, 2024, Plaintiff purchased a set of two Jarle Molded  
24 Resin Outdoor Armchairs.

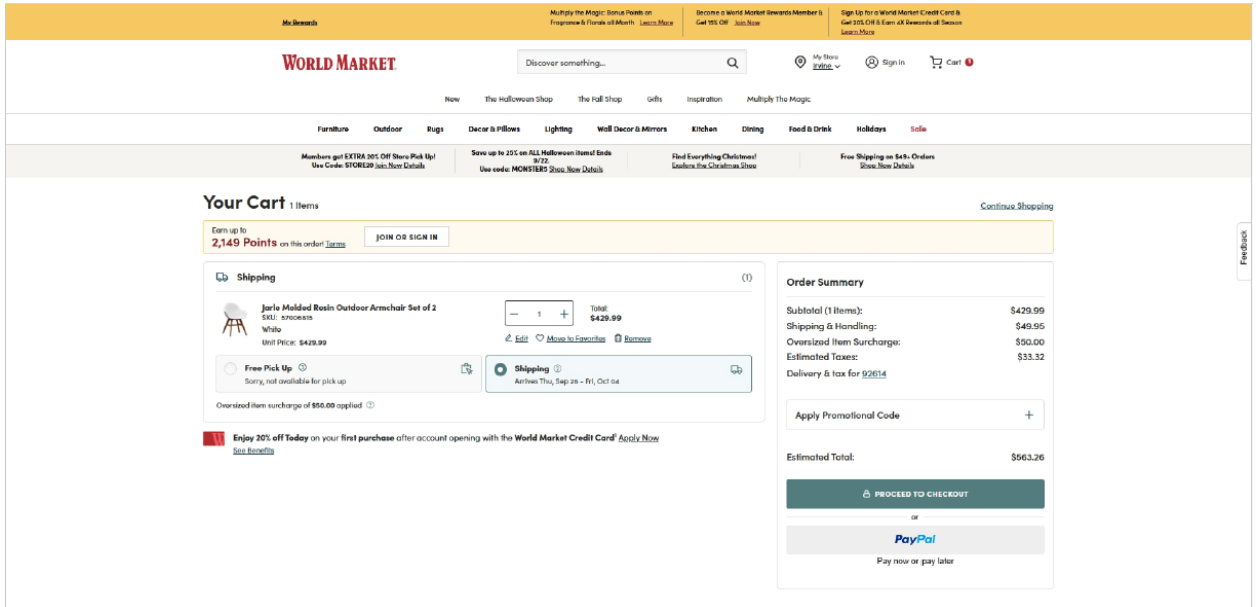
20. World Market advertised the price of the set of chairs as \$429.99 on its website:



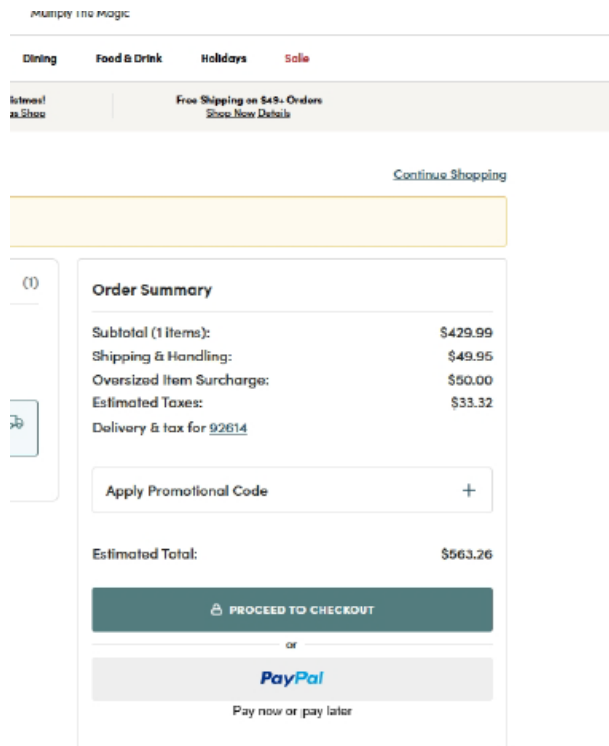
21. The website listed the price of the chairs as \$429.99 (above image blown up below).



22. However, when Plaintiff added the set of chairs to her cart to purchase, an “Oversized Item Surcharge” of \$50.00, as well as a “Shipping and Handling” charge of \$49.95, were added to the total cost of the items:



23. At checkout, World Market disclosed the mandatory fees for the first time (above image blown up below).



1 25. Despite its title, the “Shipping and Handling” charge was not the actual cost  
2 World Market incurred in shipping the set of chairs to Plaintiff. World Market’s “Shipping  
3 Methods and Costs” section of their Customer Service Webpage states “Shipping costs are based  
4 on the shipping method of choice and the value of the total order along with any applicable  
5 surcharges.”

6 26. Neither the “Oversized Item Surcharge”, nor the “Shipping and Handling” charge  
7 were included in the original price of the chairs advertised on World Market’s website.

8 27. Plaintiff’s experience is not an isolated incident. World Market unilaterally fails  
9 to include the “Oversized Item Surcharge” and the “Shipping and Handling” charge in the prices  
10 that it advertises on its website. These hidden fees make it difficult for consumers to compare  
11 prices offered by different sites, and consistently results in consumers spending considerably  
12 more than they otherwise would.

13 28. The facts alleged herein took place in California. The misrepresentations made by  
14 World Market and its decision to not disclose the fees it charges are part of a scheme to mislead  
15 consumers, which was conceived, reviewed, approved and otherwise controlled from World  
16 Market’s headquarters in California. On information and belief, World Market’s services,  
17 including its false advertising, billing and payment for those contested services, were processed  
18 in California. Furthermore, World Market’s Terms and Conditions include a California choice of  
19 law provision for customers who use its website.

20 **CLASS ACTION ALLEGATIONS**

21 29. Plaintiff brings this class action on behalf of herself and all other persons  
22 similarly situated and the general public. The proposed class (the “Class”) is defined as follows:  
23 Class. All individuals who purchased an item from World Market’s website who (1) paid  
24 a fixed shipping fee and/or (2) were charged mandatory “Oversized Item Surcharge” or  
25 “Handling” fees that were not advertised in the original price.

26 30. Expressly excluded from the Class are: (a) any Judge or Magistrate Judge  
27 presiding over this action and members of their immediate families; (b) World Market and any  
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1 entity in which World Market has a controlling interest, or which has a controlling interest in  
2 World Market, and its legal representatives, assigns and successors; and (c) all persons who  
3 properly execute and file a timely request for exclusion from the Class.

4 31. Plaintiff reserves the right to amend the Class definitions if further investigation  
5 and discovery indicates that the Class definitions should be narrowed, expanded, or otherwise  
6 modified.

7 **Numerosity and Ascertainability**

8 32. Plaintiff is unable to state the precise number of members of the class because  
9 such information is in the exclusive control of World Market. Due to the nature of the trade and  
10 commerce involved, however, Plaintiff believes that the total number of Class Members is at  
11 least in the hundreds and members of the Class are so numerous that joinder of all Class  
12 Members is impracticable. The exact size of the proposed class, and the identity of the members  
13 thereof, will be readily ascertainable from the business records of World Market.

14 33. The disposition of the claims of these Class Members in a single action will  
15 provide substantial benefits to all parties and to the Court. Class Members are readily identifiable  
16 from information and records in World Market's possession, custody, or control.

17 **Commonality**

18 34. There are common questions of law and fact affecting the rights of each Class  
19 Member and common relief by way of an injunction and damages. The harm that World Market  
20 has caused or could cause is substantially uniform with respect to Class Members. Common  
21 questions of law and fact that affect the Class Members include, but are not limited to:

- 22 (a) Whether World Market has and will continue to advertise, offer, and display  
23 prices for its products that do not include the "Oversized Item Surcharge";  
24 (b) Whether World Market has and will continue to advertise, offer, and display  
25 prices for its products that do not include a "Shipping and Handling" fee that is not  
26 representative of the actual and reasonable cost in shipping the product to the consumer;  
27 (c) Whether World Market has and will continue to advertise, offer, and display  
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1 prices for its products that do not include all mandatory fees;

2 (d) If so, whether World Market’s false and/or misleading statements of fact and  
3 concealment of material facts concerning the “Oversized Item Surcharge” and “Shipping  
4 and Handling” charges/mandatory fees] associated with its products were likely to  
5 deceive the public;

6 (e) Whether World Market concealed from Plaintiff and members of the Class that  
7 the price of the products advertised on their website did not include all mandatory fees;

8 (f) Whether, by the misconduct alleged in this action, World Market has violated:

9 (i) the Consumers Legal Remedies Act;

10 (ii) the Unfair Competition Law; and

11 (iii) the False Advertising Law;

12 (g) Whether, as a result of World Market’s misconduct as alleged herein, Plaintiff and  
13 members of the Class are entitled to damages, restitution, injunctive relief, and other  
14 remedies, and, if so, the amount and nature of such relief.

15 **Typicality**

16 35. Plaintiff’s claims are typical of the claims of the other members of the Class.

17 World Market’s conduct has caused Plaintiff and members of the Class to sustain the same or  
18 substantially similar injuries and damages. Plaintiff has no interests antagonistic to the interests  
19 of the other members of the Class. Plaintiff and all members of the Class have sustained  
20 economic injuries, including ascertainable loss and injury in fact, arising out of World Market’s  
21 violations of law as alleged herein.

22 **Adequate Representation**

23 36. Plaintiff will fairly and adequately represent and protect the interests of the  
24 members of the Class. Plaintiff is a member of the Class and does not have any conflict of  
25 interest with other Class Members. Plaintiff has retained and is represented by competent counsel  
26 who is experienced in complex class action litigation, including consumer class actions such as  
27 the present action.

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1 37. Plaintiff and her counsel are committed to vigorously prosecuting the action on  
2 behalf of the Class and have the financial resources to do so. Neither Plaintiff nor her counsel  
3 have interests adverse to those of the Class.

4 **Predominance and Superiority**

5 38. The common questions of law and fact set forth herein predominate over any  
6 questions affecting only individual Class Members. A class action provides a fair and efficient  
7 method for the adjudication of this controversy for the following reasons which is superior to the  
8 alternative methods involved in individual litigation:

- 9 (a) The Class is so numerous as to make joinder impracticable. However, the Class is  
10 not so numerous as to create manageability problems. There are no unusual legal or  
11 factual issues that would create manageability problems. Prosecution of separate actions  
12 by individual members of the Class would create a risk of inconsistent and varying  
13 adjudications against Defendant when confronted with incompatible standards of  
14 conduct;
- 15 (b) Adjudications with respect to individual members of the Class could, as a practical  
16 matter, be dispositive of any interest of other members not parties to such adjudications, or  
17 substantially impair their ability to protect their interests; and
- 18 (c) The claims of the individual Class Members are small in relation to the expenses  
19 of individual litigation, making a Class action the only procedural method of redress in  
20 which Class Members can, as a practical matter, recover.

21 39. The proposed class fulfills the certification criteria of Code of Civil Procedure  
22 §382.

23 **FIRST CAUSE OF ACTION**  
24 **(Violations of the Consumers Legal Remedies Act – Civil Code §1750, *et seq.*)**  
25 **(On Behalf of the Class against World Market and applicable DOES)**

26 40. Plaintiff incorporates by reference all other paragraphs as if they were fully set  
27 forth herein and further alleges as follows.

28 41. At all relevant times:

- 1 a. The chairs Plaintiff purchased, as well as other products advertised by World  
2 Market and bought by class members have been and will continue to be tangible  
3 chattels that World Market, and/or its vendors and suppliers, has designed,  
4 manufactured, and marketed for personal, family, or household purpose that are  
5 intended to be purchased or leased and, as such, are “goods” as defined by Civil  
6 Code §1761(a);
- 7 b. Plaintiff and members of the Class are individuals who have purchased products  
8 advertised by World Market for personal, family, or household purposes and, as  
9 such, are “consumers” as defined in Civil Code §1761(d);
- 10 c. World Market is a company and, as such, is a “person” as that term is defined in  
11 Civil Code §1761(c).
- 12 d. The purchase of products from World Market, such as the chairs Plaintiff  
13 purchased, constituted agreements between World Market on the one hand and  
14 Plaintiff and members of the Class on the other and, as such, constitutes  
15 “transactions” as that term is defined in Civil Code §1761(e); and

16 42. In advertising, displaying, and offering its products at a specific price, World  
17 Market is representing that consumers are able to purchase the product for the listing price, with  
18 the exception of taxes or fees imposed by the government on the transaction, and postage or  
19 carriage charges that are incurred in the actual shipping of the product to the consumer.  
20 Notwithstanding that representation, the listing price of products that World Market advertises  
21 does not include all mandatory fees associated with the product, a misrepresentation that has  
22 caused Plaintiff and members of the Class to incur costs in the form of additional fees assigned  
23 to these products at checkout.

24 43. Had Plaintiff and members of the Class been informed of the true nature of the  
25 cost of the products that they wished to purchase from World Market, they would not have  
26 purchased the product or would have purchased the product from a different website that  
27 displayed the true total cost of the product, rather than an artificially low price.

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1           44. At all relevant times, World Market was aware the Plaintiff and members of the  
2 Class did not know or could not have reasonably discovered the additional mandatory fees that  
3 were attached to the product they sought to buy prior to the product’s checkout. World Market  
4 had a duty to include these mandatory fees in the total price of the product advertised on their  
5 website given the materiality of the information and World Market’s active concealment of  
6 material facts from Plaintiff and Class members.

7           45. By virtue of this ongoing practice and course of conduct, World Market has  
8 violated and will continue to violate 1770(a)(29)(A) of the CLRA by advertising prices of its  
9 products that do not include all mandatory fees, such as an “Oversized Item Surcharge.”

10           46. By virtue of this ongoing practice and course of conduct, World Market has  
11 violated and will continue to violate 1770(a)(29)(A) of the CLRA by advertising prices of its  
12 products that do not include all mandatory fees, such as a “Shipping and Handling” charge that is  
13 not based upon the reasonable and actual costs incurred in the shipping of the product to the  
14 consumer.

15           47. World Market’s violations of the CLRA present a continuing threat to Plaintiff  
16 and members of the Class in that World Market continues to engage in the above-referenced acts  
17 and practices, and unless enjoined from doing so by this Court, will continue to do so.

18           48. On or about September 25, 2024, Plaintiff provided written notice by certified  
19 mail, return receipt requested, to World Market’s principal place of business within California,  
20 informing World Market of the violations alleged above and provided World Market an  
21 opportunity to cure those violations within the statutory time period . World Market has not  
22 availed itself of this opportunity and has not responded to the written notice. Accordingly,  
23 Plaintiff seeks an order awarding damages pursuant to Civil Code section 1780(a), injunctive  
24 relief, and an award of attorneys’ fees and costs pursuant to Civil Code section 1780(e)..

25           WHEREFORE, Plaintiff prays for relief as set forth below.  
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**SECOND CAUSE OF ACTION**

**(Violations of the Unfair Competition Law - Business and Professions Code §17200, *et seq.*)  
(On Behalf of the Class against World Market and applicable DOES)**

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3 49. Plaintiff incorporates by reference all other paragraphs as if they were fully set  
4 forth herein and further alleges as follows.

5 50. Business & Professions Code §17200, *et seq.* (the “Unfair Competition Law” or  
6 “UCL”) defines unfair competition to include any unlawful, unfair or fraudulent business act or  
7 practice. Unfair competition also includes “unfair, deceptive, untrue or misleading advertising.”  
8 The UCL authorizes courts to order injunctive and/or declaratory relief and other equitable relief  
9 to remedy any violations.

10 51. World Market’s conduct as alleged above has been and will continue to be  
11 unlawful in that the conduct constitutes and will continue to constitute a violation of the CLRA,  
12 and the False Advertising Law as alleged herein.

13 52. World Market’s advertising of prices that do not include the “Oversized Item  
14 Surcharge”, the “Shipping and Handling” charge and all other mandatory fees amounts to a  
15 deceptive business practice within the meaning of the UCL. The conduct was deceptive because  
16 it was intended to and did mislead and deceive Plaintiff and members of the Class.

17 53. World Market’s advertising of fixed shipping costs, which are based upon the sale  
18 price of the product and not on the charges that will be actually incurred to ship the physical  
19 good to the consumer amounts to a deceptive business practice within the meaning of the UCL.  
20 The conduct was deceptive because it was intended to and did mislead and deceive Plaintiff and  
21 members of the Class.

22 54. The facts concealed and omitted are material facts that a reasonable consumer  
23 would consider important in deciding whether or not to purchase a product or products from  
24 World Market. Had World Market advertised the true total price of its products inclusive of all  
25 mandatory fees, and the actual cost of shipping its products, the reasonable consumer would have  
26 not purchased the product or would have purchased the product from a different company that  
27 rivaled the actual cost of the product when purchased from World Market. As a result, World  
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1 Market intentionally elected to conceal its knowledge of the cost of its products and its shipping  
2 fees.

3 55. Plaintiff lost money when she paid the “Oversize Item Surcharge,” the “Handling  
4 Fees,” and amounts that, on information and belief, exceeded the actual shipping costs to ship  
5 her items. As a direct, proximate and foreseeable result of World Market’s unlawful and/or  
6 deceptive business practices, Plaintiff and members of the Class have sustained actual damages  
7 in that: they have incurred the cost of an “Oversize Item Surcharge”, the cost of “Shipping and  
8 Handling” charges above actual and reasonably incurred shipping costs, and the cost of all other  
9 mandatory fees not included in the advertised price of the products they purchased from World  
10 Market’s website.

11 56. As a result of World Market’s practices, Plaintiff and members of the Class have  
12 suffered and will continue to suffer injury in fact and lost money. As a direct and proximate  
13 result of the acts and practices alleged above, pursuant to Business & Professions Code §17203,  
14 Plaintiff and the Class are therefore entitled to:

- 15 a. preliminary and permanent injunctive relief;
- 16 b. restitution of all monies paid as a result of World Market’s deceptive and  
17 unlawful practices, including, but not limited to, the cost of the “Oversize Item  
18 Surcharge”, the cost of “Shipping and Handling” charges above actual and  
19 reasonably incurred shipping costs, and the cost of all other mandatory fees not  
20 included in the advertised price of a product on World Market’s website.
- 21 c. interest as allowable by law; and
- 22 d. recovery of Plaintiff’s attorneys’ fees and costs and expenses incurred in the filing  
23 and prosecuting of this action, pursuant to, inter alia, Code of Civil Procedure  
24 §1021.5

25 WHEREFORE, Plaintiff prays for the relief set forth below.  
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**THIRD CAUSE OF ACTION**

**(Violations of the False Advertising Law – Business and Professions Code §17500, *et seq.*)  
(On Behalf of the Class against World Market and applicable DOES)**

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3 57. Plaintiff incorporates by reference all other paragraphs as if they were fully set  
4 forth herein and further alleges as follows.

5 58. Business & Professions Code §17500 *et seq.*, also known as the California False  
6 Advertising Law, makes it “unlawful for any person, ... corporation or association, or any  
7 employee thereof with intent directly or indirectly to dispose of real or personal property ... or  
8 anything of any nature whatsoever ... to make or disseminate or cause to be made or  
9 disseminated from this state before the public in any state, in any newspaper or other publication,  
10 or any advertising device, or by public outcry or proclamation, or in any other manner or means  
11 whatsoever, including over the Internet, any statement concerning that ... personal property ... or  
12 concerning any circumstance or matter of fact connected with the proposed performance or  
13 disposition thereof, which is untrue or misleading, and which is known, or which by the exercise  
14 of reasonable case should be known, to be untrue or misleading ...”

15 59. As alleged herein, World Market disseminated or caused to be disseminated  
16 deceptive advertising of the cost of products on their website. Such advertising, including but not  
17 limited to, product advertising and marketing, failed to include all mandatory fees in the  
18 displayed price of products, when in fact additional fees would be incurred when a consumer  
19 purchased the product, and failed to include the actual shipping charges of it products.

20 60. World Market continues to disseminate or cause to be disseminated such  
21 deceptive prices as alleged herein.

22 61. The false and deceptive statements regarding the true cost of products and  
23 shipping charges on World Market’s website are likely to deceive the consuming public.

24 62. While disseminating or causing to be disseminated the false and deceptive  
25 statements regarding the costs of its products and shipping charges, World Market knew or  
26 should have known that the statements were false or misleading.

27 63. As a direct and proximate result of World Market’s false and misleading  
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1 advertising, Plaintiff and members of the Class have been injured. Plaintiff would not have  
2 purchased the chairs or would have purchased the product from a different retailer that rivaled  
3 the actual price that Plaintiff was charged.

4 64. World's Market's false and misleading advertising as alleged above presents a  
5 continuing threat to Plaintiff and other members of the public because World Market continues  
6 to disseminate and advertise false and misleading product totals and will not cease doing so  
7 unless and until enjoined or restrained by this Court.

8 65. Pursuant to California Business & Professions Code §17535, Plaintiff seeks an  
9 order enjoining World Market from continuing to engage, use, or employ any act prohibited by  
10 Business & Professions Code §17500, *et seq.*

11 66. Plaintiff's success in this action will enforce important rights affecting the public  
12 interest. Plaintiff herein takes upon herself enforcement of these laws and lawful claims. There is  
13 a financial burden involved in pursuing this action, the action is seeking to vindicate a public  
14 right, and it would be against the interests of justice to penalize Plaintiff by forcing them to pay  
15 attorneys' fees from the recovery in this action. Attorneys' fees are appropriate pursuant to Code  
16 of Civil Procedure §1021.5 and otherwise.

17 WHEREFORE, Plaintiff prays for the relief set forth below.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff and the class members pray for judgment against World Market  
20 as follows:

- 21 A. That the Court determine that this action may be litigated as a class action and  
22 that Plaintiff and her counsel be appointed class representatives and class counsel,  
23 respectively;
- 24 B. That the Court enter judgment against World Market and in favor of Plaintiff and  
25 the class on all counts;
- 26 C. That World Market be required by this Court's Order to compensate all members  
27 of the class for their damages, as well as to compensate Plaintiff's counsel for  
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- their attorneys’ fees and costs of suit, and that World Market be ordered to bear the cost of notice ordered to be sent to the absent class members, as well as the administration of any common fund;
- D. That damages and/or restitution or disgorgement be awarded to Plaintiff and each Class member according to proof;
  - E. That the Court award injunctive and declaratory relief as pled or as the Court may deem proper;
  - F. That the Court award interest as allowable by law;
  - G. That the Court award reasonable attorneys’ fees as provided by applicable law;
  - H. That the Court determine that Plaintiff is the prevailing party;
  - I. That the Court award all costs of suit; and
  - J. That Plaintiff and the class members be awarded all such other relief as this Court deems just and proper.

Dated: January 7, 2025

FINEMAN POLINER LLP  
OLIVIER & SCHREIBER PC

  
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Christian Schreiber

*Attorneys for Plaintiff and the Putative Class*

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury on all claims so triable.

Dated: January 7, 2025

FINEMAN POLINER LLP  
OLIVIER & SCHREIBER PC



Christian Schreiber

*Attorneys for Plaintiff and the Putative Class*

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