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9
10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**

12 MARISSA PORCUNA, KAREN
13 SCHREIMAN, ROMY EDGE, and
14 CELESTINA BENN, individually and
15 on behalf of all others similarly situated,

16 *Plaintiffs,*

17 v.

18 THE TALBOTS LLC,
19

20 *Defendant.*
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Case No. 3:25-cv-10522

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

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I. Introduction.

1. Discounts are important to consumers. Consumers are more likely to purchase an item if they know that they are getting a good deal. Further, if consumers think that a sale will end soon, they are likely to buy now, rather than wait, comparison shop, and buy something else.

2. While there is nothing wrong with a legitimate sale, a fake one—that is, one with made-up regular prices, made-up discounts, and made-up expirations—is deceptive and illegal.

3. Section 17500 of California’s False Advertising Law prohibits businesses from making statements that they know or should know are untrue or misleading. Cal. Bus. & Prof. Code § 17500. This includes statements falsely suggesting that a product is on sale, when it actually is not.

4. Moreover, section 17501 of California’s False Advertising Law provides, “[n]o price shall be advertised as a former price ... unless the alleged former price was the prevailing market price ... within three months next immediately preceding” the advertising. Cal. Bus. & Prof. Code § 17501. So, in addition to generally prohibiting untrue and misleading fake discounts, it also specifically prohibits advertising a former price that was not the prevailing price in the prior three months.

5. In addition, California’s Consumer Legal Remedies Act prohibits “advertising goods or services with intent not to sell them as advertised,” and specifically prohibits “false or misleading statements of fact concerning reasons for, existence of, or amounts of, price reductions.” Cal. Civ. Code § 1770(a)(9), (13).

6. Additionally, the Federal Trade Commission’s regulations prohibit false or misleading “former price comparisons,” for example, making up “an artificial, inflated price ... for the purpose of enabling the subsequent offer of a large reduction” off of that price. 16 C.F.R. § 233.1. They also prohibit false or misleading “retail price comparisons” and “comparable value comparisons,” for example, ones that falsely

1 suggest that the seller is “offer[ing] goods at prices lower than those being charged by
2 others for the same merchandise” when this is not the case. 16 C.F.R. § 233.2.

3 7. As numerous courts have found, fake sales violate these laws. And, they
4 also violate California’s general prohibition on unlawful, unfair, and deceptive business
5 practices. *See* Cal. Bus. & Prof. Code § 17200.

6 8. Defendant The Talbots LLC (“Talbots” or “Defendant”) makes, sells, and
7 markets exclusive clothing and accessories (the “Talbots Products” or “Products”). The
8 exclusive Products are advertised and/or sold online through Defendant’s website,
9 talbots.com, via Defendant’s catalog, and in brick-and-mortar stores.

10 9. Defendant lists purported regular prices and advertises purported limited-
11 time sales offering steep discounts from those listed regular prices. For example:



18 *November 27, 2023*



24 *December 24, 2023*



April 29, 2024



July 7, 2025

10. Defendant advertises that these supposed discounts are limited in time, for example “Ends Sunday”, “Limited Time,” or “Last Day!”).

11. In addition to these discounts, Defendant designates some of its Products as being marked down (“Markdown Products”). Markdown Products are shown in the “Sale” section of Defendant’s website. For its Markdown Products, Defendant lists two prices: the former list prices (in other words, the purported regular price the Product supposedly sold for before it was placed on sale and designated a Markdown Product); and purported markdown prices (the purported price at which the Product is being sold due to the advertised markdown). Defendant also routinely advertises purported limited-time sales that apply to “all markdowns” that supposedly offer additional steep discounts off of the Markdown Products’ purported regular markdown prices:



September 3, 2023



October 12, 2024



February 14, 2025

12. Like for the discounts that apply to its non-markdown Products (“Non-Markdown Products”), Defendant advertises that the supposed discounts on Markdown Products are limited in time, for example (“Until Midnight,” “Last Chance,” or “Flash Sale”).

13. Far from being time-limited, however, Defendant’s discounts—both the ones that apply to Non-Markdown Products and the ones that apply to Markdown Products—are routinely available.

14. As a result, everything about Defendant’s price and purported discount advertising is false. For Defendant’s Non-Markdown Products, the list prices Defendant advertises are not actually Defendant’s regular prices, because Defendant’s Products are

1 consistently available for less than that; and the purported discounts Defendant
2 advertises are not the true discount the customer is receiving. For its Markdown
3 Products, the supposed former list prices Defendant advertises are false and misleading,
4 because those Products did not actually regularly sell at those prices before they were
5 marked down, and instead were routinely discounted; the supposed regular markdown
6 prices are false and misleading too, because the Markdown Products did not and do not
7 actually regularly sell for those prices after being marked down, because additional
8 discounts on Markdown Products are nearly always available; and the purported
9 markdown discounts Defendant advertises are not a true limited-time discount the
10 customer is receiving off the markdown price, but instead are consistently available.

11 15. As described in greater detail below, Plaintiffs bought both Non-
12 Markdown and Markdown Products from Defendant from its website, talbots.com.
13 When Plaintiffs made their purchases, a purported sale was going on, and Plaintiffs
14 believed that they were being offered steep discounts from the purported regular prices
15 of Non-Markdown Products, or the purported markdown regular prices of Markdown
16 Products, that Defendant advertised. And based on Defendant's representations,
17 Plaintiffs believed that, they were purchasing Products whose regular prices were the list
18 prices or markdown regular prices that Defendant advertised, that they were receiving
19 substantial discounts, and that the opportunity to get those discounts was time-limited.
20 These reasonable beliefs are what caused Plaintiffs to buy from Defendant when they
21 did.

22 16. The representations that Plaintiffs relied on, however, were not true. For
23 the Non-Markdown Products: the list prices Defendant advertises are not actually
24 Defendant's regular prices, because Defendant's Products are consistently available for
25 less than that; and the purported discounts Defendant advertises are not the true
26 discount the customer is receiving. And for the Markdown Products, the supposed
27 former list prices Defendant advertises are false and misleading, because those Products
28 did not actually regularly sell at those prices before they were marked down, and instead

1 were routinely discounted; the supposed regular markdown prices are false and
2 misleading too, because the Markdown Products did not and do not actually regularly
3 sell for those prices after being marked down, because additional discounts on
4 Markdown Products are nearly always available. Plus, for all of Defendant's Products,
5 the purported discounts Defendant advertises are not a true limited-time discount the
6 customer is receiving off the purported regular price, but instead are consistently
7 available.

8 17. Plaintiffs bring this case for themselves and other customers in California
9 who purchased Talbots Products.

10 **II. Parties.**

11 18. Plaintiff Marissa Porcuna is domiciled in Bay Point, California.

12 19. Plaintiff Karen Schreiman is domiciled in Redondo Beach, California.

13 20. Plaintiff Romy Edge is domiciled in Azusa, California.

14 21. Plaintiff Celestina Benn is domiciled in Vallejo, California.

15 22. The proposed Class includes citizens of California.

16 23. Defendant The Talbots LLC is a Delaware limited liability company with
17 its principal place of business in Hingham, Massachusetts.

18 **III. Jurisdiction and Venue.**

19 24. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2).
20 The amount in controversy exceeds \$5,000,000, exclusive of interest and costs, and the
21 matter is a class action in which one or more members of the proposed Class are citizens
22 of a state different from Defendant.

23 25. The Court has personal jurisdiction over Defendant because Defendant
24 sold Talbots Products to consumers in California, including to Plaintiffs.

25 26. Venue is proper under 28 U.S.C. § 1391(b)(1) and 28 U.S.C. § 1391(d)
26 because Defendant would be subject to personal jurisdiction in this District if this
27 District were a separate state. Defendant advertises and sells its Products to customers in
28 this District, serves a market for its Products in this District, and Ms. Porcuna's claims

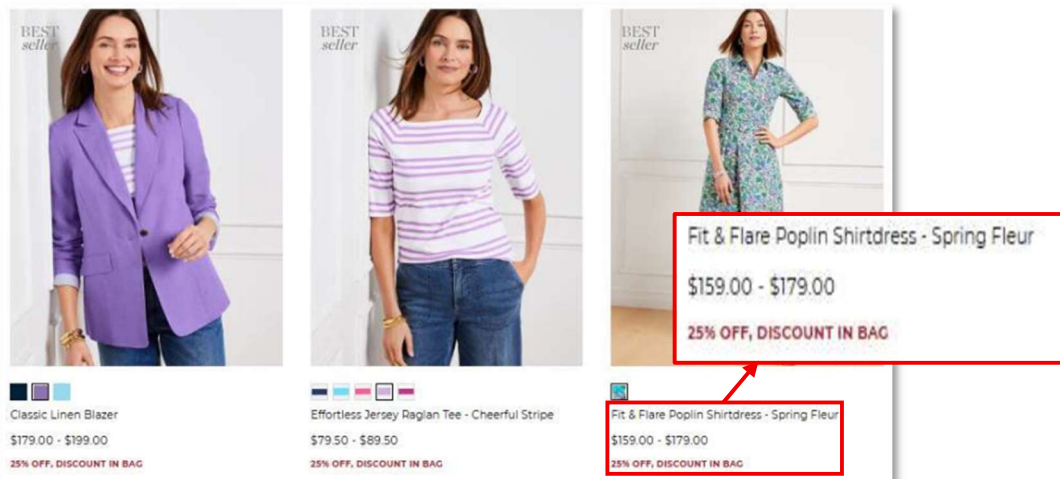
arise out of Defendant's contacts in this forum. Venue is also proper under 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the claim occurred here.

IV. Facts.

A. Defendant's fake sales and discounts.

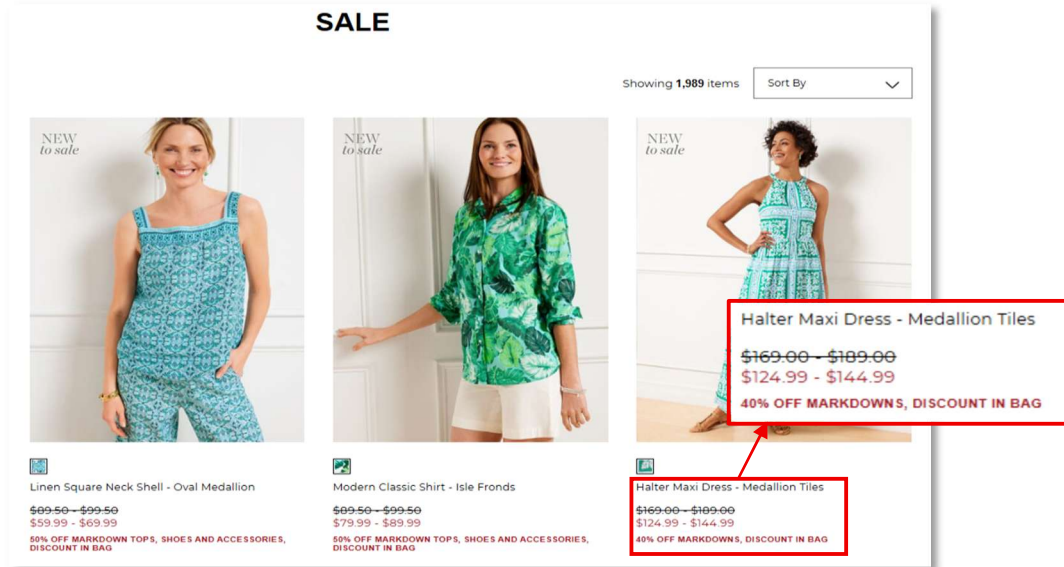
27. Defendant Talbots manufactures, distributes, markets, and sells exclusive clothing and accessories products ("Products"). The exclusive Products are advertised and/or sold online through Defendant's website, talbots.com, via Defendant's catalog, and in brick-and-mortar stores.

28. Non-Markdown Products: For Products that are not on markdown, Defendant advertises a purported list price and a purported discount off that list price. For example, on March 29, 2024, the following Products were advertised with a purported list price. The Products were then advertised as being 25% off of this purported regular price due to a purported discount offered by Defendant (the additional discount applies once a consumer places the Product in their "bag"):



29. Markdown Products: For Products that are marked down, Defendant consistently advertises a purported former regular price in strikethrough font, a purported markdown price in red font, and a purported additional discount off that markdown price. For example, on July 20, 2024, the following Markdown Products were advertised, on the "Sale" section of Defendant's website, with former list prices (in

1 strikethrough font) and purported markdown regular prices (in red font). The Products
 2 were advertised as being an additional 40-50% off the purported markdown prices due
 3 to a purported discount offered by Defendant (again, the additional discount applies
 4 once a consumer places the Product in their “bag”):



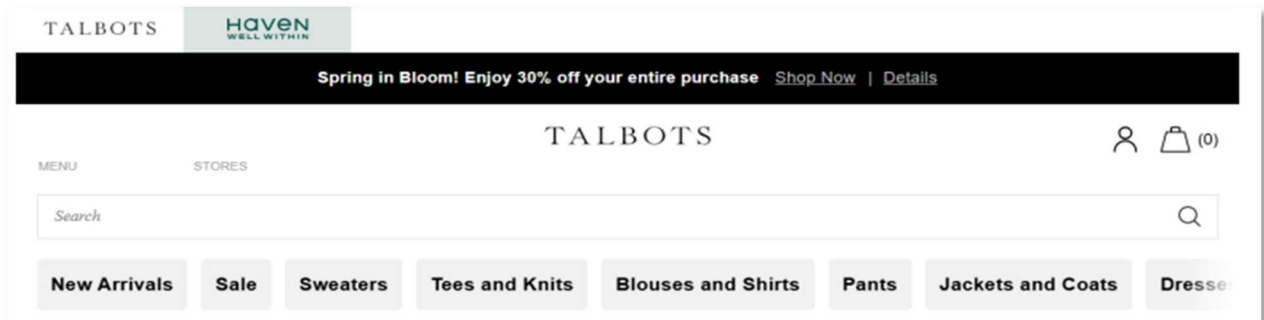
15 30. For both Non-Markdown and Markdown Products, Defendant creates the
 16 false impression that its Products' regular prices are higher than they truly are.

17 31. For both Non-Markdown and Markdown Products, Defendant frequently
 18 advertises steep discounts on its Products. These discounts regularly offer “X% Off.”
 19 Reasonable consumers reasonably interpret Defendant's advertisements to mean that
 20 they will be getting a discount off of the prices that Defendant usually and regularly
 21 charges for its Products.

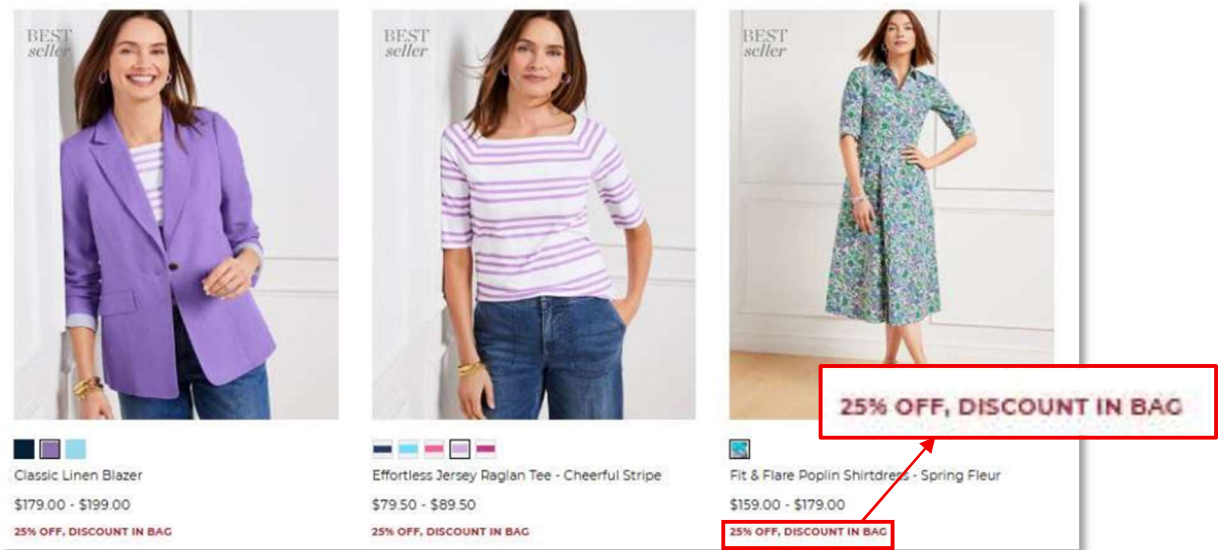
32. Defendant's discounts, however, run constantly; and Defendant advertises them prominently on the website. For example, Talbots advertises its promotions prominently on its home page, on banners at the top of every page on the website, on product category pages (like "Dresses"), on individual product pages, and during the checkout process. On various pages, Defendant advertises that the advertised discounts offer X% off of its Products, or else show the Products with purported former prices in strikethrough font next to the purported discounted price. In addition, Talbots advertises the supposed promotions that apply to markdowns in particular on the "Sale" page of its website, where Markdown Products are displayed. Some examples of this advertising are shown below:



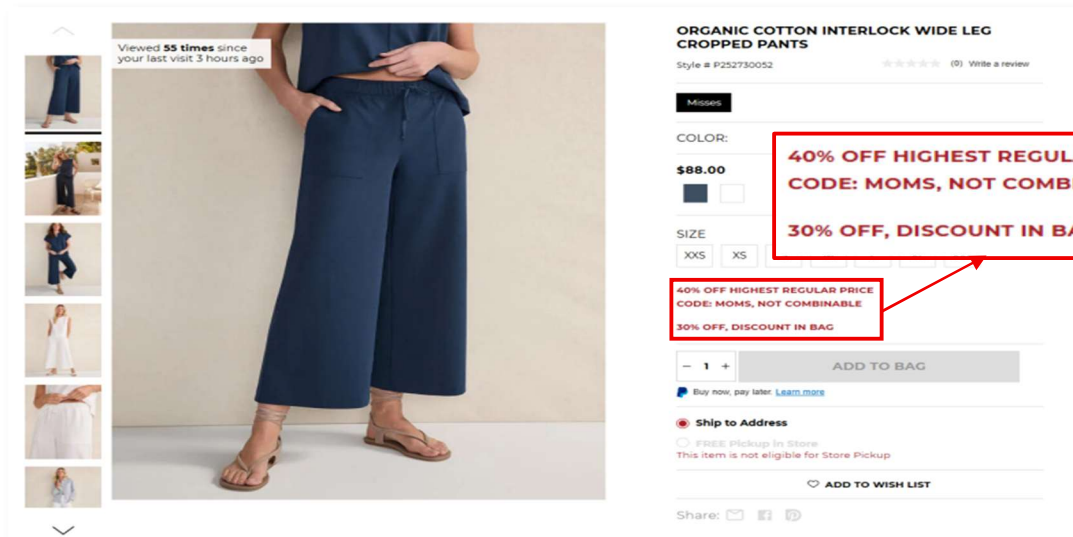
May 23, 2023 (home screen)



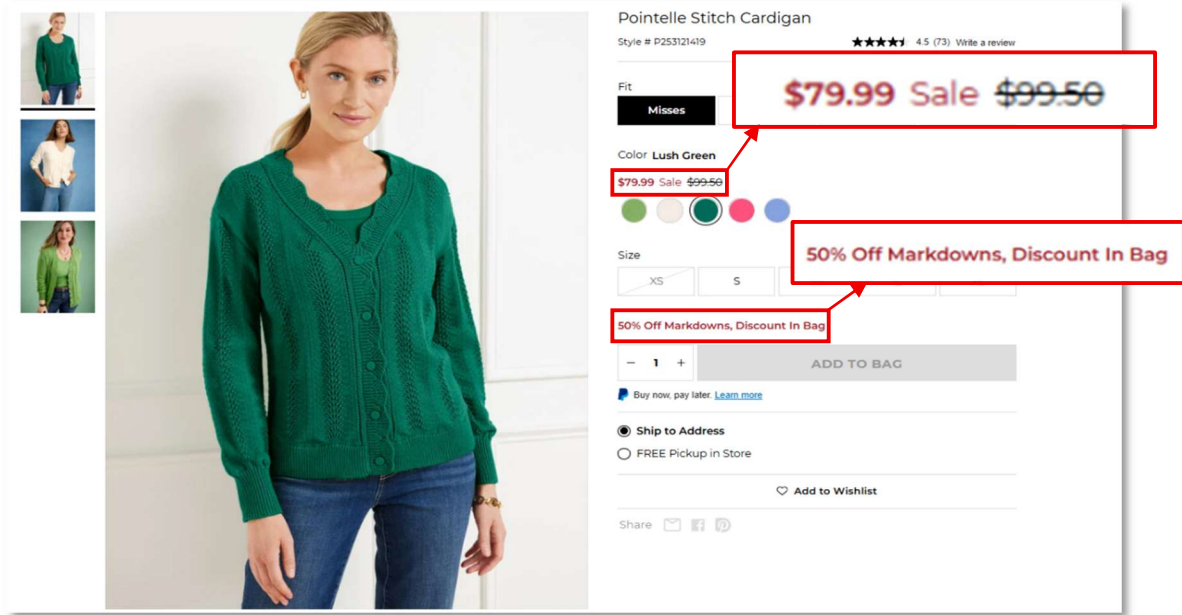
April 6, 2025 (website banner)



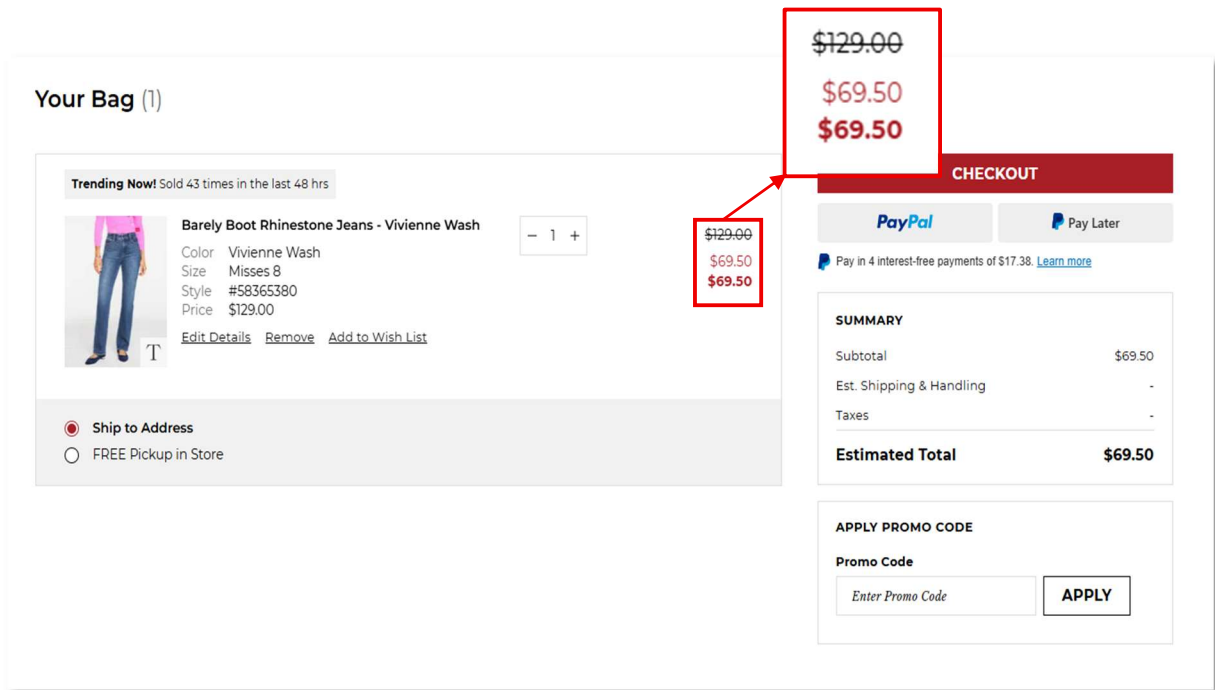
March 29, 2024 ("Clothing" page)



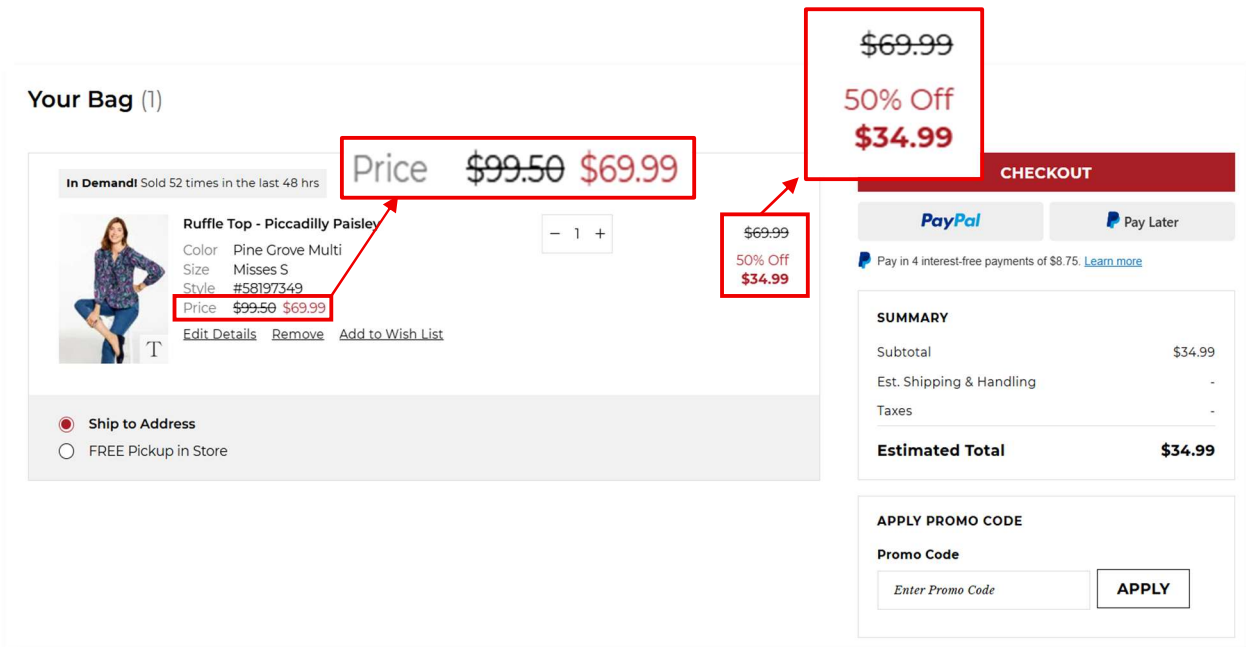
May 2, 2025 (Non-Markdown Product page)



November 18, 2025 (Markdown Product page)



November 19, 2025 (checkout page for Non-Markdown Product)



November 19, 2025 (checkout page for Markdown Product)

Non-Markdown Products

33. On its website, talbots.com, Defendant regularly offers sitewide sales that purport to offer steep discounts of 25%, 30%, 40%, and even 50% off of the purchase of one or more of any of Defendant's Non-Markdown Products.¹ Example screenshots of Defendant's sitewide sales are provided on the following pages:



October 22, 2023

¹ These sales routinely apply to Markdown Products as well, or else are paired with additional, even steeper discounts on Markdown Products (for example, "25% off your purchase" paired with "extra 60% off markdowns"). The Complaint discusses promotions aimed specifically at Markdown Products below.



November 27, 2023



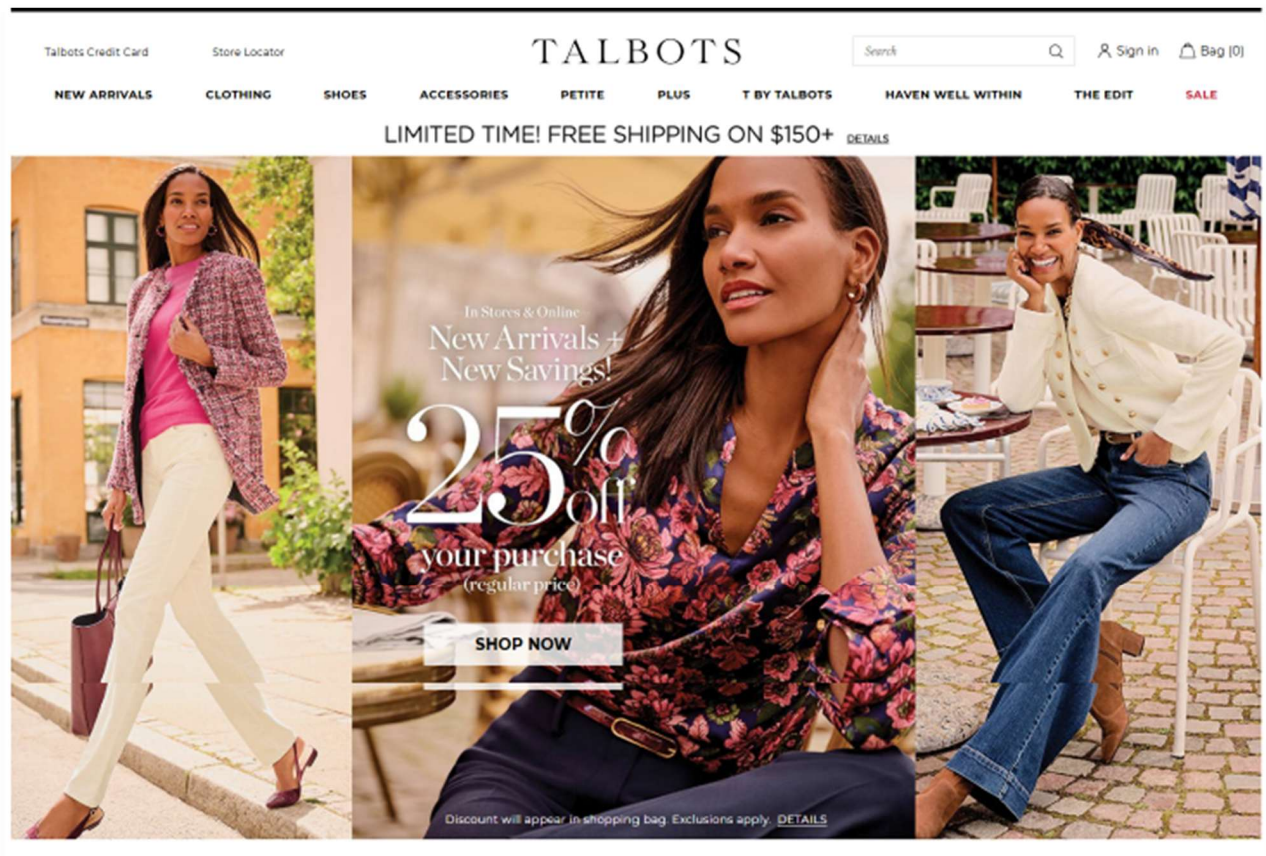
January 11, 2024



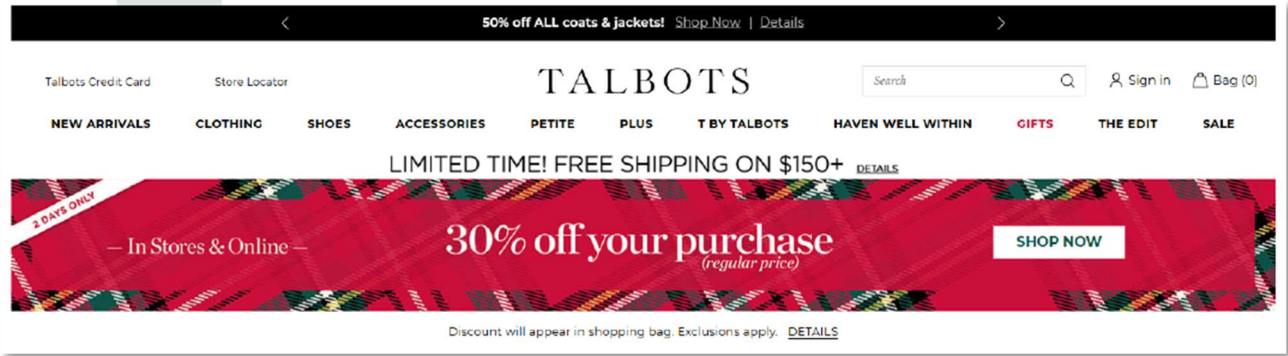
April 29, 2024



July 14, 2024



August 19, 2024



November 17, 2024



January 3, 2025



April 6, 2025



June 30, 2025

34. To better understand Defendant's discounts, Plaintiffs' counsel conducted an investigation of Defendant's advertising practices using the Internet Archive's Wayback Machine (available at www.archive.org).² As part of this investigation, using the Wayback Machine and additional real-time screenshots of Defendant's website, Plaintiffs' counsel randomly collected, where available, two screenshots a month of the homepage of talbots.com from January 2023 to September 2025, for a total of 65 screenshots.³ A review of these 65 screenshots showed the following.

35. First, Defendant advertised sitewide sales—sales that apply to all products on the website—most of the time. This alone renders Defendant's ads deceptive: when consumers see a special, limited-time percentage off sale, they reasonably understand this to mean that if they buy during the sale, they will get a special, good price that is usually unavailable; not that if they buy during the sale they will pay a price that is available most of the time and that most people pay. But it gets worse.

36. On days where Defendant does not offer sitewide deals on its website, it still offers sales on large quantities of its Non-Markdown Products. For example, Defendant regularly advertises substantial sales on all Products within certain broad

² The Internet Archive, available at www.archive.org, is a library that archives web pages.

³ The Wayback Machine does not have two functioning screenshots of the Talbots homepage for April 2025. So, for this month, counsel was only able to collect one screenshot.

Product categories that often encompass most of Defendant's Products (e.g., "25% off all tops, pants, jeans, & shorts."):



March 16, 2024



May 10, 2024



October 12, 2024



February 24, 2025



November 18, 2025

37. In addition to these frequent Product category sales, Defendant also offers a myriad of other promotions providing additional sales and discounts on certain Products. For example, Defendant regularly advertises X% off sales on certain Products (through, for example, it's "flash sale[s]" and advertised discounts on "select styles"). Below are some examples of these sales:



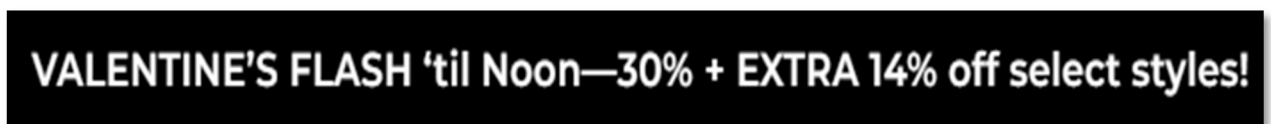
March 16, 2023



March 25, 2023



June 1, 2023



February 14, 2024



April 5, 2024



June 3, 2024

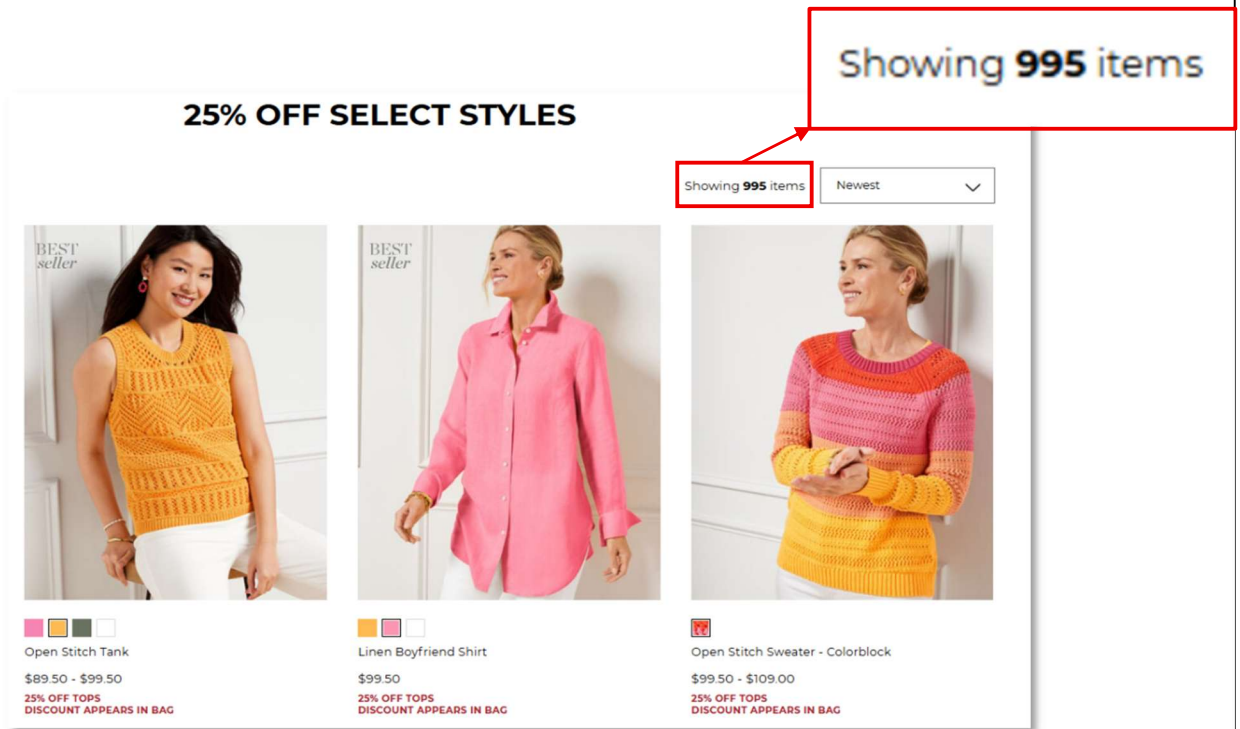


September 2, 2025

38. These sales are not limited scope sales that apply only to a select few Products. Instead, Defendant’s frequent Product category, select style, and flash sales offer substantial discounts on large proportions of Defendant’s Products. For example, on May 9, 2023, Defendant advertised a sale offering “25% off all tops”:



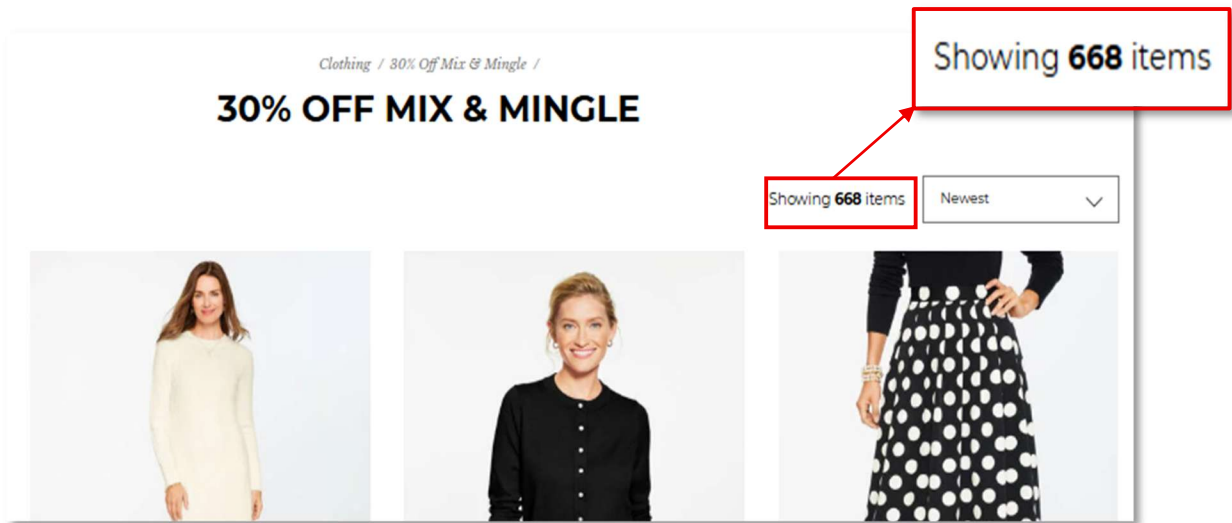
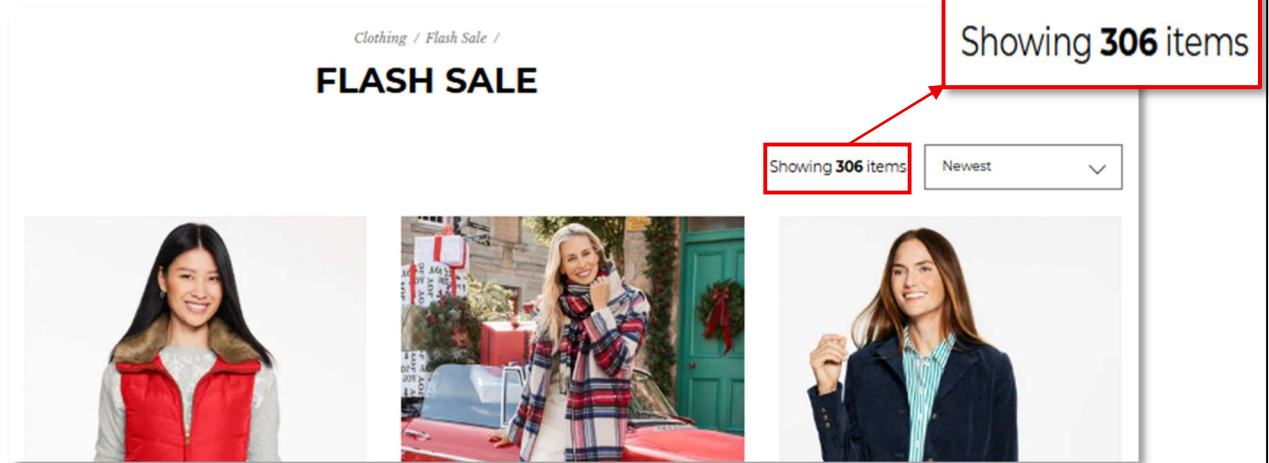
39. And that sale—even while limited to just tops, versus Defendant’s other frequent sales on multiple Product categories, as shown above—offered a substantial discount on nearly 1,000 out of 2,263—or 44%—of Defendant’s total listed clothing Products that day:



40. As a second example, on November 18, 2025, Defendant advertised both a “Flash Sale” offering “50% off all Coats & Jackets” and a “Mix & Mingle” sale offering “30% off dresses, skirts, accessories, shoes & party favorites”:



41. On that day, the “Flash Sale” offered a substantial discount on more than 300 Products, and the “Mix & Mingle” sale offered a substantial discount on more than 650 Products. So together, these sales again offered 30-50% off nearly 1,000 different Products:



42. Finally, in addition to sales offering X% off discounts on specific Products, Defendant consistently offers still more promotions to consumers. These promotions further impact the true regular prices of Defendant's prices. Below are some examples:



June 10, 2023



September 10, 2024



February 24, 2025



March 19, 2025

43. Reasonable consumers believe that Defendant's sales are only available for a limited time, but, in reality, they are continuously replaced by similar sales. For example, on May 10, 2023, Defendant advertised that it was the "last day" for its 25% off tops sale:



44. Reasonable consumers reasonably understood this language to mean that this was the final day on which consumers could purchase Defendant's tops for 25% less than they typically sell for. However, the next day, on May 11, 2023, Defendant advertised a new sale offering "25% off tops, pants & jeans":

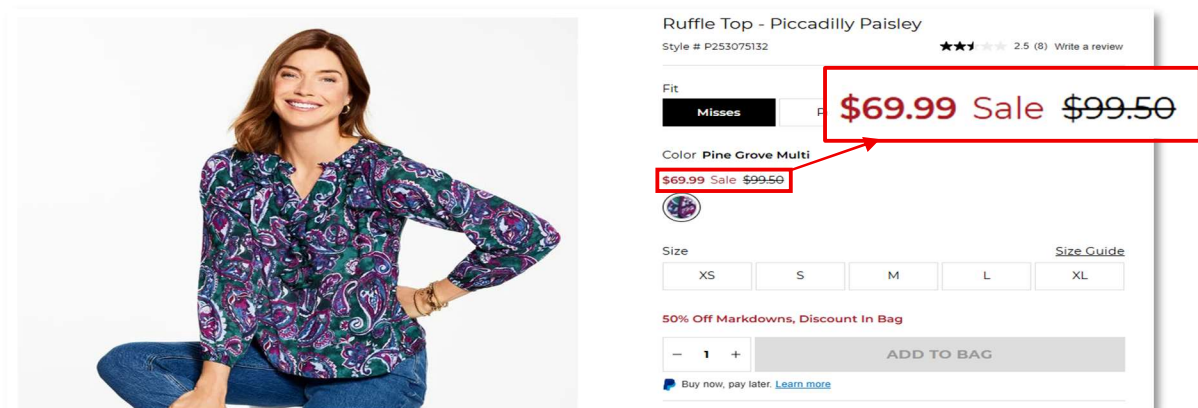


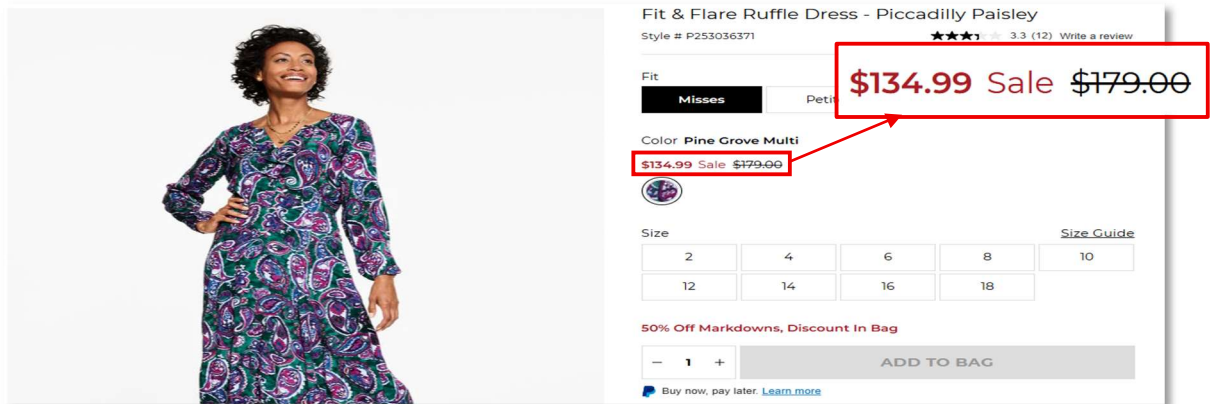
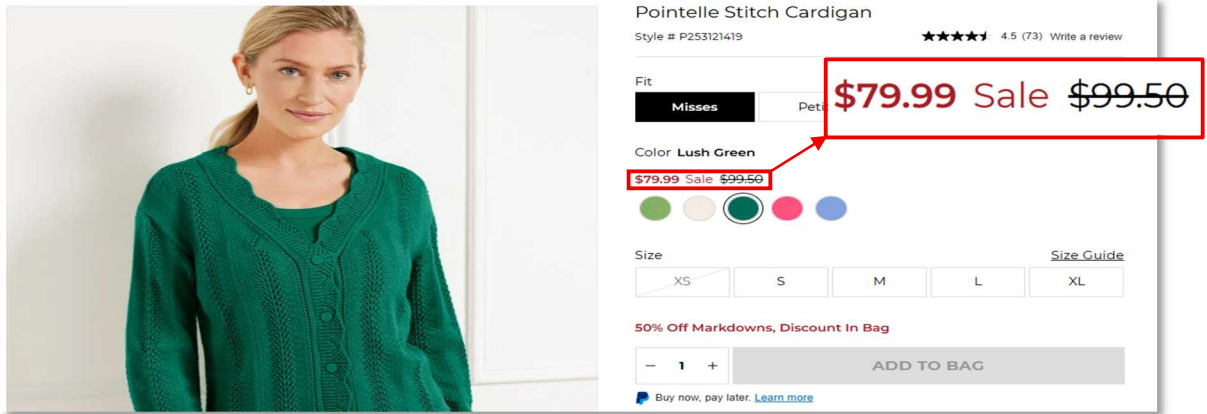
45. Using the tactics described above, Defendant leads reasonable consumers to believe that they will get a discount on the Products they are purchasing if they purchase during a promotion. In other words, it leads reasonable consumers to believe that if they buy now, they will get a Product worth X at a discounted, lower price, Y. This creates a sense of urgency: buy now, and you will receive something worth more than you pay for it; wait, and you will pay more for the same thing later.

46. Based on Defendant's advertisements, reasonable consumers reasonably believe that the list prices Defendant advertises for Non-Markdown Products are Defendant's regular prices and former prices (that is, the price at which the goods were actually regularly offered for sale on the website before the limited-time offer went into effect). In other words, reasonable consumers reasonably believe that the list prices Defendant advertises for the Non-Markdown Products represent the amount that consumers formerly and regularly had to pay on the website for those Products, before the sale began, and will again have to pay for the Products when the sale ends. Said differently, reasonable consumers reasonably believe that, prior to the supposedly time-limited sale, and after the sale ends, consumers buying from Defendant on the website had to (or will have to) pay the list price to get the item and did not (or will not) have the opportunity to get a discount from that list price.

1 advertised 3,687 total items on the “Clothing” page (which appears to include clothing,
 2 accessories, and shoes Products, both full price and marked down). On the same day,
 3 Defendant advertised a total of 2,938 Markdown Products on the “Sale” page (again, this
 4 page appears to include clothing, accessories, and shoes Products). As a second example,
 5 on August 2, 2024, Defendant advertised 2,066 total items on the “Clothing” page, and
 6 1,907 Markdown Products on the “Sale” page. And finally, as a third example, on
 7 October 1, 2024, Defendant advertised 2,214 items on the “Clothing” page, and a total
 8 of 1,620 Markdown Products on the “Sale” page.

9 51. For Markdown Products, Defendant includes additional price advertising.
 10 Like for Non-Markdown Products, Defendant advertises list prices for Markdown
 11 Products. But unlike for Non-Markdown Products, those list prices are in strikethrough
 12 font (*e.g.* ~~\$99.50~~). Also, unlike for Non-Markdown Products, for Markdown Products,
 13 Defendant lists a second price—the markdown price—in bold, colorful font (*e.g.*,
 14 **\$69.99**). For example, the following Markdown Products were offered on Defendant’s
 15 “sale” page on November 18, 2025, with purported former list prices and purported
 16 markdown regular prices:





52. Reasonable consumers understand this price advertising to convey that the list price in strikethrough font is the price at which the Product regularly and usually retailed before it was marked down, and the markdown price is the price at which the Product regularly and usually retailed once it was marked down. Defendant's Markdown Products, however, did not regularly and usually retail for the list price, for the reasons described above with respect to the Non-Markdown Products. Worse, the Markdown Products almost never sold for, or sell for, the purported regular markdown prices, either. This is because on Markdown Products, Defendant almost always offers substantial additional discounts, beyond the supposed markdown prices shown above. For example, the three Products listed above are shown with bold, red purported markdown regular prices. However, an additional 50% off of the markdown regular price was available on each of them at the time, because of an advertised sale that applied to "all markdowns" (the final price was shown once a consumer added a Product

to their “bag”). The following are examples of Defendant’s X% off promotions on Markdown Products:



January 2, 2023



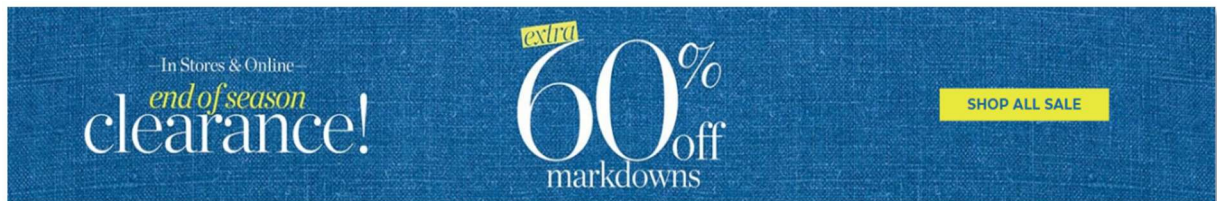
February 20, 2023



July 2, 2023



June 15, 2024



August 28, 2024



September 16, 2025



January 18, 2025

53. As discussed above, Plaintiffs' counsel performed an investigation of Defendant's advertising practices using the Internet Archive's Wayback Machine. That investigation confirms that Defendant's additional discounts on Markdown Products are almost always available. For example, counsel again reviewed the 65 randomly collected screenshots of Defendant's home page discussed above, and they evidence that Defendant offers additional % off discounts on Markdown Products approximately 90% of the time.

54. Reasonable consumers viewing Defendant's markdown sales reasonably believe that the Markdown Products (1) regularly and formerly sold for the purported former list prices (shown in strikethrough font) prior to being designated Markdown Products and placed on sale; (2) now have, since being designated a Markdown Product, regularly sold for the markdown price (shown in red font); and (3) are available at a discount from the markdown regular prices for a limited time after which point they will again be sold for their usual, markdown regular prices.

55. Reasonable consumers believe that Defendant's additional discounts on Markdown Products are only available for a limited time, but, in reality, they are continuously replaced by materially similar sales. For example, on June 24, 2025,

Defendant advertised that it was the “last day” for its sale offering an additional “30% off markdowns”:



56. Reasonable consumers reasonably understood this language to mean that this was the final day on which consumers could purchase Defendant’s Markdown Products for 30% less than they typically sell for, or, in other words, 30% less than the markdown regular prices advertised for the Products. However, the next day, on June 25, 2025, Defendant advertised a new sale offering “40% off” a consumer’s “entire purchase,” and specifically noted that the sale “include[d] markdowns!”:



57. Using the tactics described above, Defendant leads reasonable consumers to believe that they will get a legitimate discount on the Markdown Products they are purchasing. In other words, Defendant leads reasonable consumers to believe that if they buy now, they will get a Product worth more at a discounted, lower price. This creates a sense of urgency: buy now, and you will receive something worth more than you pay for it; wait, and you will pay more for the same thing later.

1 58. Based on Defendant's advertisements, reasonable consumers purchasing
2 Markdown Products reasonably believe that the former list prices Defendant advertises
3 (in strikethrough font, with all Markdown Products) were Defendant's regular prices and
4 former prices for those Products before they were designated Markdown Products. In
5 other words, reasonable consumers reasonably believe that the former list prices
6 Defendant advertises represent the amount that consumers regularly and formerly had to
7 pay on Defendant's website for these Products, before the Products were designated
8 Markdown Products. Said differently, reasonable consumers reasonably believe that,
9 prior to the Products being designated Markdown Products, consumers buying from
10 Defendant had to pay the former list prices to get the Products and did not have the
11 opportunity to get a discount from those prices. Reasonable consumers also reasonably
12 believe that the former list prices Defendant advertises for the Markdown Products
13 represented the true market value of the Products, at least when they are not on
14 markdown.

15 59. Based on Defendant's advertisements, reasonable consumers purchasing
16 Markdown Products also reasonably believe that the markdown regular prices that
17 Defendant advertises (in bold colorful font, with all Markdown Products) is the regular
18 price that the Product sells for when it is marked down. In other words, reasonable
19 consumers reasonably believe that the markdown regular prices Defendant advertises
20 represent the amount that consumers now regularly have to pay to purchase the
21 Markdown Products, when they are on markdown. Said differently, reasonable
22 consumers reasonably believe that, prior to the additional limited-time sale on
23 Markdown Products, consumers buying Markdown Products from Defendant had to
24 pay the markdown regular prices to get the Products and did not have the opportunity to
25 get a further discount from those prices. Reasonable consumers also reasonably believe
26 that, once any limited-time promotion on the Markdown Products ends, consumers will
27 again have to pay the markdown regular prices. Finally, reasonable consumers believe
28

1 that prevailing market prices for the Markdown Products are the markdown regular
2 prices, when they are marked down.

3 60. In truth, however, everything about Defendant's price and purported
4 discount advertising is false. Because Defendant offers constant sales, even on Non-
5 Markdown Products, the advertised former list prices were never the true regular prices
6 of the Products, not even before they were designated Markdown Products, and do not
7 represent the true market value for the Products when not on markdown, because the
8 Products were consistently available for less than that (even before they were marked
9 down), and customers did not have to regularly pay that amount to get those Products
10 previously. In addition, the purported markdown regular prices are not the regular prices
11 of the Products since being designated Markdown Products because Defendant almost
12 always offers additional discounts on the Markdown Products. Thus, consumers are not
13 receiving the discount they were promised. Finally, the prevailing market prices of the
14 Products are lower than the markdown regular prices, and lower than the list prices,
15 because the Products are almost always sold for an additional discount.

16 **B. Defendant's advertisements are unfair, deceptive, and unlawful.**

17 61. Section 17500 of California's False Advertising Law prohibits businesses
18 from making statements they know or should know to be untrue or misleading. Cal. Bus.
19 & Prof. Code § 17500. This includes statements falsely suggesting that a product is on
20 sale, when it is not.

21 62. Moreover, section 17501 of California's False Advertising Law specifically
22 provides that "[n]o price shall be advertised as a former price ... unless the alleged
23 former price was the prevailing market price ... within three months next immediately
24 preceding" the advertising. Cal. Bus. & Prof. Code § 17501.

25 63. In addition, California's Consumer Legal Remedies Act prohibits
26 "advertising goods or services with intent not to sell them as advertised" and specifically
27 prohibits "false or misleading statements of fact concerning reasons for, existence of, or
28 amounts of price reductions." Cal. Civ. Code § 1770(a)(9), (13).

64. In addition, the Federal Trade Commission’s regulations prohibit false or misleading “former price comparisons,” for example, making up “an artificial, inflated price ... for the purpose of enabling the subsequent offer of a large reduction” off that price. 16 C.F.R. § 233.1. They also prohibit false or misleading “retail price comparisons” and “comparable value comparisons,” for example, ones that falsely suggest that the seller is “offer[ing] goods at prices lower than those being charged by others for the same merchandise” when this is not the case. 16 C.F.R. § 233.2.

65. And finally, California’s unfair competition law bans unlawful, unfair, and deceptive business practices. *See* Cal. Bus. & Prof. Code § 17200.

66. Here, as described in detail above, Defendant makes untrue and misleading statements about its prices. Defendant advertises list prices in strikethrough font that were not the prevailing market price in the three months immediately preceding the advertisement; nor were they the true regular prices of those Products. Defendant also advertises markdown prices in colorful font that were not the prevailing market price in the three months immediately preceding the advertisement; nor were they the true regular prices of those Products, not even on markdown. In addition, Defendant advertises goods or services with the intent not to sell them as advertised, for example, by advertising goods having certain former prices and/or market values without the intent to sell goods having those former prices and/or market values. Defendant makes false or misleading statements of fact concerning the reasons for, existence of, and amounts of price reductions, including the existence of steep discounts, and the amounts of price reductions resulting from those discounts. And Defendant engages in unlawful, unfair, and deceptive business practices.

C. Defendant’s advertisements harm consumers.

67. Based on Defendant’s advertisements, reasonable consumers expect that, for Non-Markdown Products, the list prices Defendant advertises are the regular prices at which Defendant usually sells its Products and that these are former prices that Defendant sold its Products at before the time-limited discount was introduced. And, for

1 Markdown Products, reasonable consumers expect that the former list prices that
2 Defendant advertises are the prices that the Products regularly and formerly sold for,
3 before the Products were designated Markdown Products, and that the purported
4 markdown regular prices are the prices the Products regularly sell for since being
5 designated Markdown Products.

6 68. Reasonable consumers also expect that, if they purchase a Non-Markdown
7 Product during the sale, they will receive an item whose regular price and market value is
8 the advertised list price and that they will receive the advertised discount from the
9 regular purchase price. If they purchase a Markdown Product without a time-limited
10 promotion, reasonable consumers expect that they are getting a Product whose former
11 regular price (before being designated a Markdown Product) and market value is the
12 advertised former list price, and that they will receive the Product at a lower price (the
13 markdown regular price) only because Defendant has designated it a Markdown Product
14 and offered it for a discount. If they purchase a Markdown Product during a time-
15 limited promotion offering an additional discount, reasonable consumers expect the
16 same and moreover expect they will receive the advertised discount from the markdown
17 regular price, which they understand to be the regular price of the Product since it was
18 marked a Markdown Product (and the price they'd have to pay after the time-limited sale
19 ends).

20 69. In addition, consumers are more likely to buy the Product if they believe
21 that the Product is on sale and that they are getting a Product with a higher regular price
22 and/or market value at a substantial discount.

23 70. Consumers who are presented with discounts are substantially more likely
24 to make the purchase. "Nearly two-thirds of consumers surveyed admitted that a
25 promotion or a coupon often closes the deal, if they are wavering or are undecided on
26 making a purchase."⁴ And, "two-thirds of consumers have made a purchase they weren't

27 ⁴ [https://www.invespcro.com/blog/how-discounts-affect-online-consumer-](https://www.invespcro.com/blog/how-discounts-affect-online-consumer-buying-behavior/)
28 [buying-behavior/](https://www.invespcro.com/blog/how-discounts-affect-online-consumer-buying-behavior/).

1 originally planning to make solely based on finding a coupon or discount,” while “80%
2 [of consumers] said they feel encouraged to make a first-time purchase with a brand that
3 is new to them if they found an offer or discount.”⁵

4 71. Similarly, when consumers believe that an offer is expiring soon, the sense
5 of urgency makes them more likely to buy a product.⁶

6 72. Thus, Defendant’s advertisements harm consumers by inducing them to
7 make purchases based on false information. In addition, by this same mechanism,
8 Defendant’s advertisements artificially increase consumer demand for Defendant’s
9 Products. This puts upward pressure on the prices that Defendant can charge for its
10 Non-Markdown and Markdown Products. As a result, Defendant can charge a price
11 premium for its Products, that it would not be able to charge absent the
12 misrepresentations described above. So, due to Defendant’s misrepresentations,
13 Plaintiffs and the Class paid more for the Products they bought than they otherwise
14 would have.

15 **D. Plaintiffs were misled by Defendant’s misrepresentations.**

16 Karen Schreiman

17 73. Plaintiff Karen Schreiman has purchased a number of Products from
18 Talbots. For example, on July 3, 2024, Plaintiff Schreiman made a purchase from
19 Talbots on the website, talbots.com. She made this purchase while residing in Redondo
20 Beach, California. At the time, Defendant advertised a sale offering 50% off the “entire
21 site”:
22
23
24

25 ⁵ RetailMeNot Survey: Deals and Promotional Offers Drive Incremental
26 Purchases Online, Especially Among Millennial Buyers (prnewswire.com).

27 ⁶ <https://cxl.com/blog/creating-urgency/> (addition of a countdown timer
28 increased conversion rates from 3.4%-10%); Dynamic email content leads to 400%
increase in conversions for Black Friday email | Adestra (uplandsoftware.com) (400%
higher conversation rate for ad with countdown timer).



74. During the sale, Plaintiff purchased a Bamboo Minaudière purse, which was listed with a regular list price of \$159.00. Pursuant to the sale, she received a 50% discount, and paid a purportedly discounted final price of \$79.50 (plus shipping and handling).

75. As a second example, on January 1, 2024, Plaintiff Schreiman made another purchase from Talbots on the website while residing in Redondo Beach. At the time, Defendant advertised a sale offering an “extra 40% + 24% off all” Markdown Products:

TODAY ONLY! Extra 40% + 24% off all MARKDOWNS TODAY'S OFFERS (3)

76. During the sale, Plaintiff purchased Cassidy Sherpa Loafers in Suede. The loafers were listed with a specific former list price, as well as a markdown price of \$124.99. Pursuant to the sale, she received 40% off, plus an additional 24% off, of the markdown price, and paid a purportedly discounted final price of \$56.99 (plus shipping and handling).

77. For both of these purchases, Ms. Schreiman read and relied on Defendant’s representations, specifically that the Products had the regular prices listed, and that she was being offered a discount (for the January 1, 2024 purchase, a discount off of both the former list price and an additional discount off of the markdown regular price). She relied on the fact that she would be receiving the advertised discounts of \$79.50 and \$68.00 off of the Products’ regular prices, and that the sales were limited in time, and not consistently available.

Marissa Porcuna

78. On September 22, 2024, Plaintiff Marissa Porcuna made a purchase from Talbots on the website, talbots.com. She made this purchase while residing in Bay Point, California. At the time, Defendant advertised a sale offering 40% off the purchase of one item, and 30% off the rest of its Products:

FLASH SALE 'til NOON! 40% off 1 + 30% off the rest!

79. During the sale, Plaintiff purchased a Non-Iron Popover shirt in Royal Blue, which was listed with a regular list price of \$109.00. Pursuant to the sale, she received a 40% discount, and paid a purportedly discounted final price of \$65.40 (plus shipping and handling).

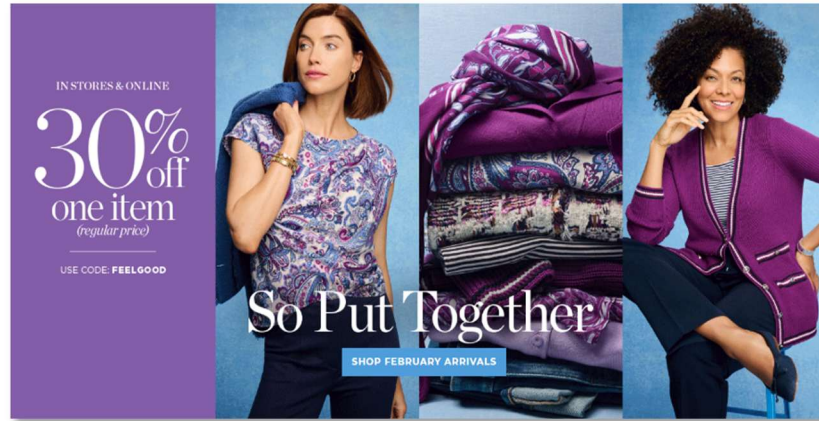
80. For her purchase, Ms. Porcuna read and relied on Defendant's representations, specifically that the Product had the regular price listed, and that she was being offered a discount. She relied on the fact that she would be receiving the advertised discount of \$43.60 off of the Product's regular price, and that the sale was limited in time, and not consistently available.

Celestina Benn

81. Plaintiff Celestina Benn has purchased a number of Products from Talbots. For example, on or around February 14, 2025, Plaintiff Benn made a purchase from Talbots on the website, talbots.com. She made this purchase while residing in Placentia, California. During this period, Defendant advertised extensive sales:



February 14, 2025



February 14, 2025



February 15, 2025



February 15, 2025

82. Each of the Products that Plaintiff Benn purchased (including a Wrapped Floral Satin Cowl-Neck Dress for a purportedly discounted price of \$29.75; a Love Stripe Crewneck Sweater for a purportedly discounted price of \$20.40; an Organic Cotton Poplin Scallop Print Pajama Shirt for a purportedly discounted price of \$12.75; a Soft Cable Knit Crewneck Sweater for a purportedly discounted price of \$12.75; a

Pointelle Round Yoke Sweater for a purportedly discounted price of \$12.75; a Berkshire Wool Blend Crop Jacket for a purportedly discounted price of \$34.00; and a Fringe Stripe Tweed Jacket for a purportedly discounted price of \$34.00) were available at a substantial discount due to Defendant's advertised sales. For example, on February 15, 2025, the Soft Cable Knit Crewneck Sweater that Plaintiff purchased was advertised on Defendant's website with a former list price of \$89.50-99.50 and a markdown price of \$69.99-79.99:



83. Due to Defendant's discounts, however, Plaintiff paid only \$12.75 (plus shipping and handling) for the Product.

84. Each Product Plaintiff purchased was listed as having a particular regular price (and, for Markdown Products, a former list price), and Defendant represented that

1 Plaintiff Benn was receiving substantial discounts off of the purported regular prices.
2 Each of these items were listed as having a higher regular price, and as being on sale.

3 85. Ms. Benn read and relied on Defendant's representations, specifically that
4 the Products had the listed regular prices, and were being offered at a discount from
5 those regular prices (and, for the Markdown Products, a discount off of both the former
6 list price and an additional discount off of the markdown price). She relied on the fact
7 that she would be receiving the advertised discounts off of the Products' regular prices.
8 She also believed that the sale was limited in time, and not consistently available.

9 Romy Edge

10 86. On or around April 19, 2025, Plaintiff Romy Edge made a purchase from
11 Talbots on the website, talbots.com. She made this purchase while living in Azusa,
12 California. At the time, Defendant was advertising a substantial sale that impacted the
13 price of the Product Ms. Edge purchased.

14 87. During the sale, Ms. Edge purchased a pair of shoes, the Izzy Asymmetric
15 Espadrille Flats, which were listed with a specific regular list price. Pursuant to the sale,
16 she received a %-off discount, and paid a purportedly discounted final price of \$69.65
17 (plus shipping and handling).

18 88. For her purchase, Ms. Edge read and relied on Defendant's
19 representations, specifically that the Product had the regular price listed, and that she
20 was being offered a discount. She relied on the fact that she would be receiving the
21 advertised discount off of the Product's regular price, and that the sale was limited in
22 time, and not consistently available.

23 * * *

24 89. Based on Defendant's representations described above, Plaintiffs
25 reasonably understood that Defendant usually (and formerly, before any markdowns or
26 promotions) sold the Products they were purchasing at the published list prices, that
27 these prices were the market value of the Products that they were buying, that they were
28 receiving specific advertised discounts off of the Products' regular prices (for Non-

1 Markdown Products, the list prices, and for Markdown Products, the markdown prices),
2 and that advertised discounts from promotions were only available for a limited time
3 (during the limited-time promotion). Plaintiffs would not have made their purchases, at
4 the prices they paid, if they had known that the Products were not really discounted as
5 advertised, and that they would not be receiving the advertised discounts. They also
6 overpaid for the Products because the fake sales increased consumer demand and drove
7 up prices.

8 90. In reality, as explained above, Defendant's products, including the Products
9 that Plaintiffs purchased, are regularly available at a discount from the purported regular
10 prices. In other words, Defendant did not regularly sell the Products that Plaintiffs
11 purchased at the purported regular prices, and the Products were not discounted as
12 advertised. Plus, the sales were not limited time—Defendant's products are regularly on
13 sale.

14 91. Plaintiffs face an imminent threat of future harm. They would purchase
15 Products from Defendant again in the future if they could feel sure that Defendant's list
16 and purported regular prices accurately reflected Defendant's former prices and the
17 market value of the Products, and that its discounts were truthful. But without an
18 injunction, Plaintiffs have no realistic way to know which—if any—of Defendant's
19 regular prices, discounts, and sales are not false or deceptive. For example, while they
20 could watch Defendant's website for a sale on the day that it is supposed to end to see if
21 the sale is permanent, doing so could result in missing out on the sale (*e.g.*, if the sale is
22 actually limited in time, and not permanent). Accordingly, Plaintiffs are unable to rely on
23 Defendant's advertising in the future, and so they cannot purchase the Products that
24 they would like to purchase.

25 **E. Defendant breached its contract with and warranties to Plaintiffs and**
26 **the putative Class.**

27 92. When Plaintiffs, and other members of the putative Class, purchased and
28 paid for Talbots Products that they bought as described above, they accepted offers that

1 Defendant made, and thus, a contract was formed each time that they made purchases.
2 Each offer was to provide Products having a particular listed regular price and market
3 value, and to provide those Products at the advertised discounted price.

4 93. Defendant's advertisements, including its website, and in email
5 confirmations, list the regular prices of the items that Defendant promised to provide.
6 For Non-Markdown Products, Defendant agreed to provide Plaintiffs and Class
7 Members with Products with regular prices and market values equal to the list prices,
8 and a discount equal to the difference between the regular prices and the discount prices
9 paid by Plaintiffs and the putative Class. For example, Defendant offered to provide Ms.
10 Schreiman a Bamboo Minaudière purse with a regular price and market value of \$159.00
11 at a discount of 50%. For Markdown Products that were not advertised as being subject
12 to any additional discount on markdowns, Defendant agreed to provide a Product with a
13 pre-markdown regular price and market value of the list price, and a discount equal to
14 the difference between the list price and the advertised markdown price. And for
15 Markdown Products that were subject to additional discounts, Defendant agreed to
16 provide a Product with a pre-markdown regular price and market value of the list price
17 (in strikethrough font), a regular markdown price of the advertised markdown price (in
18 colorful font), and discounts equal to the difference between the list price and the
19 markdown price, plus an additional discount in the amount advertised.

20 94. Defendant also warranted that the regular price and market value of the
21 Products Plaintiffs and members of the Class purchased before any markdowns were the
22 advertised list prices and warranted that Plaintiffs were receiving a specific discount on
23 the Products. Similarly, Defendant warranted that the advertised markdown prices of the
24 Markdown Products Plaintiffs and Class Members purchased were the regular prices of
25 those Products when they were marked down. And, Defendant warranted that Plaintiffs
26 and Class Members were receiving specific discounts on the Products (off of the
27 purported list prices and, for Markdown Products sold at a further discount, off the
28 purported markdown regular prices).

1 95. The regular prices and market values of the items Plaintiffs and the putative
2 Class Members would receive, and the amount of the discount they would be provided
3 off the regular prices of those items, were specific and material terms of the contract.
4 They were also affirmations of fact about the Products and a promise relating to the
5 goods.

6 96. Plaintiffs and other members of the putative Class performed their
7 obligations under the contract by paying for the items they purchased.

8 97. Defendant breached its contracts by failing to provide Plaintiffs and other
9 members of the putative Class with Products that have a regular, pre-markdown price
10 and market value equal to the regular price displayed, and by failing to provide the
11 discount it promised. And it additionally breached its contracts with Plaintiffs and other
12 Class Members who purchased Markdown Products at an additional discount by failing
13 to provide Plaintiffs and other members of the putative Class with Products that have a
14 regular markdown price equal to the regular markdown price displayed, and by failing to
15 provide the further discount promised. Defendant also breached warranties for the same
16 reasons.

17 **F. No adequate remedy at law.**

18 98. Plaintiffs seek damages and, in the alternative, restitution. Plaintiffs are
19 permitted to seek equitable remedies in the alternative because they have no adequate
20 remedy at law.

21 99. A legal remedy is not adequate if it is not as certain as an equitable remedy.
22 The elements of Plaintiffs' equitable claims are different and do not require the same
23 showings as Plaintiffs' legal claims. For example, Plaintiffs' FAL claim under Section
24 17501 (an equitable claim) is predicated on a specific statutory provision, which prohibits
25 advertising merchandise using a former price if that price was not the prevailing market
26 price within the past three months. Cal. Bus. & Prof. Code § 17501. Plaintiffs may be
27 able to prove these more straightforward factual elements, and thus prevail under the
28 FAL, while not being able to prove one or more elements of their legal claims.

100. In addition, to obtain a full refund as damages, Plaintiffs must show that the Product they bought has essentially no market value. In contrast, Plaintiffs can seek restitution without making this showing. This is because Plaintiffs purchased Products that they would not otherwise have purchased, but for Defendant's representations. Obtaining a full refund at law is less certain than obtaining a refund in equity.

101. Furthermore, the remedies at law available to Plaintiffs are not equally prompt or otherwise efficient. The need to schedule a jury trial may result in delay. And a jury trial will take longer, and be more expensive, than a bench trial.

102. Finally, legal damages are inadequate to remedy the imminent threat of future harm that Plaintiffs face. Only an injunction can remedy this threat of future harm. Plaintiffs would purchase or consider purchasing Products from Defendant again in the future if they could feel sure that Defendant's regular prices accurately reflected Defendant's former prices and the market value of the Products, and that its discounts were truthful. But without an injunction, Plaintiffs have no realistic way to know which—if any—of Defendant's regular prices, discounts, and sales are not false or deceptive. Thus, Plaintiffs are unable to rely on Defendant's advertising in the future, and so cannot purchase Products they would like to purchase.

V. Class Action Allegations.

103. Plaintiffs bring the asserted claims on behalf of the proposed Class of:

- California Class: all persons who, while in the state of California and within the applicable statute of limitations period, purchased one or more Talbots Products advertised at a discount or markdown.

104. The following people are excluded from the proposed Class: (1) any Judge or Magistrate Judge presiding over this action and the members of their family; (2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been

1 finally adjudicated on the merits or otherwise released; (5) Plaintiffs' counsel and
2 Defendant's counsel, and their experts and consultants; and (6) the legal representatives,
3 successors, and assigns of any such excluded persons.

4 ***Numerosity & Ascertainability***

5 105. The proposed Class contains members so numerous that separate joinder
6 of each member of the Class is impractical. There are tens or hundreds of thousands of
7 Class Members.

8 106. Class Members can be identified through Defendant's sales records and
9 public notice.

10 ***Predominance of Common Questions***

11 107. There are questions of law and fact common to the proposed Class.
12 Common questions of law and fact include, without limitation:

- 13 (1) whether Defendant made false or misleading statements of fact in its
14 advertisements;
15 (2) whether Defendant violated California's consumer protection statutes;
16 (3) whether Defendant committed a breach of contract;
17 (4) whether Defendant committed a breach of an express or implied warranty;
18 (5) damages needed to reasonably compensate Plaintiffs and the proposed Class.

19 ***Typicality & Adequacy***

20 108. Plaintiffs' claims are typical of the proposed Class. Like the proposed Class,
21 Plaintiffs purchased Talbots Products advertised at a discount. There are no conflicts of
22 interest between Plaintiffs and the Class.

23 ***Superiority***

24 109. A class action is superior to all other available methods for the fair and
25 efficient adjudication of this litigation because individual litigation of each claim is
26 impractical. It would be unduly burdensome to have individual litigation of millions of
27 individual claims in separate lawsuits, every one of which would present the issues
28 presented in this lawsuit.

VI. Claims.

First Cause of Action:

Violation of California's False Advertising Law Bus. & Prof. Code §§ 17500 & 17501 et seq.

(By Plaintiffs and the Class)

110. Plaintiffs incorporate each and every factual allegation set forth above.

111. Plaintiffs bring this cause of action on behalf of themselves and members of the California Class.

112. Defendant has violated sections 17500 and 17501 of the Business and Professions Code.

113. Defendant has violated, and continues to violate, section 17500 of the Business and Professions Code by disseminating untrue and misleading advertisements to Plaintiffs and Class members.

114. As alleged more fully above, Defendant advertises former prices along with discounts. Defendant does this, for example, by listing a higher price, and displaying it next to a discount offer (such as "30% off, discount in bag") and by placing purported former prices in strikethrough font. Reasonable consumers would understand prices advertised before the discounts shown, and prices in strikethrough font, denote "former" prices, i.e., the prices that Defendant charged before the time-limited discount went into effect (or for Markdown Products, before items were designated Markdown Products).

115. The prices advertised by Defendant are not Defendant's regular prices for its Products. The list prices for Non-Markdown Products are not Defendant's regular prices (i.e., the price you usually have to pay to get the Product in question), because there are consistently heavily-advertised promotions ongoing entitling consumers to a discount. Moreover, for the same reasons, those prices were not the regular former prices of the Products. Similarly, for Markdown Products, the supposed former list prices Defendant advertises were not the regular prices before the Products were marked

1 down, and instead were routinely discounted, and the supposed regular markdown prices
2 are not the regular prices since the Products have been marked down because additional
3 discounts on Markdown Products are nearly always available. Accordingly, Defendant's
4 statements about the former prices of its Products, and its statements about its discounts
5 from those former prices, were untrue and misleading. In addition, Defendant's
6 statements that its discounts are limited in time (such as representations that it's the "last
7 day," expiring soon, or ending on a specific date) are false and misleading too.

8 116. In addition, Defendant has violated, and continues to violate, section 17501
9 of the Business and Professions Code by advertising former prices that were not the
10 prevailing market price within three months next immediately preceding the advertising.
11 As explained above, Defendant's advertised regular list prices and markdown regular
12 prices, which reasonable consumers would understand to denote former prices, were not
13 the prevailing market prices for the Products within three months preceding publication
14 of the advertisement. And Defendant's former price advertisements do not state clearly,
15 exactly, and conspicuously when, if ever, the former prices prevailed. Defendant's
16 advertisements do not indicate whether or when the purported former prices were
17 offered at all.

18 117. Defendant's misrepresentations were intended to induce reliance, and
19 Plaintiffs saw, read, and reasonably relied on the statements when purchasing Talbots
20 Products. Defendant's misrepresentations were a substantial factor in each Plaintiff's
21 purchase decision.

22 118. In addition, Class-wide reliance can be inferred because Defendant's
23 misrepresentations were material, i.e., a reasonable consumer would consider them
24 important in deciding whether to buy Talbots Products.

25 119. Defendant's misrepresentations were a substantial factor and proximate
26 cause in causing damages and losses to Plaintiffs and the Class.

27 120. Plaintiffs and the Class were injured as a direct and proximate result of
28 Defendant's conduct because (a) they would not have purchased the Products if they

1 had known the truth, (b) they overpaid for the Products because the Products were sold
 2 at a price premium due to the misrepresentation, and/or (c) they did not receive the
 3 discounts they were promised, and received Products with market values lower than the
 4 promised market values.

5 121. For the claims under California’s False Advertising Law, Plaintiffs seek all
 6 available equitable relief, including injunctive relief, disgorgement, and restitution in the
 7 form of a full refund and/or measured by the price premium charged to Plaintiffs and
 8 the Class as a result of Defendant’s unlawful conduct.

9 **Second Cause of Action:**

10 **Violation of California’s Consumer Legal Remedies Act**

11 **(By Plaintiffs and the Class)**

12 122. Plaintiffs incorporate each and every factual allegation set forth above.

13 123. Plaintiffs bring this cause of action on behalf of themselves and members
 14 of the Class.

15 124. Plaintiffs and the Class are “consumers,” as the term is defined by
 16 California Civil Code § 1761(d).

17 125. Plaintiffs and the Class have engaged in “transactions” with Defendant as
 18 that term is defined by California Civil Code § 1761(e).

19 126. The conduct alleged in this Complaint constitutes unfair methods of
 20 competition and unfair and deceptive acts and practices for the purpose of the CLRA,
 21 and the conduct was undertaken by Defendant in transactions intended to result in, and
 22 which did result in, the sale of goods to consumers.

23 127. As alleged more fully above, Defendant made and disseminated untrue and
 24 misleading statements of facts in its advertisements to Class members. Defendant did
 25 this by using fake regular prices, i.e., regular prices that are not the prevailing prices, and
 26 by advertising fake discounts.

27 128. Defendant violated, and continues to violate, section 1770 of the California
 28 Civil Code.

1 129. Defendant violated, and continues to violate, section 1770(a)(5) of the
2 California Civil Code by representing that Products offered for sale have characteristics
3 or benefits that they do not have. Defendant represents that the value of its Products is
4 greater than it actually is by advertising inflated regular prices and fake discounts for
5 Products.

6 130. Defendant violated, and continues to violate, section 1770(a)(9) of the
7 California Civil Code. Defendant violates this by advertising its Products as being
8 offered at a discount, when in fact Defendant does not intend to sell the Products at a
9 discount.

10 131. And Defendant violated, and continues to violate, section 1770(a)(13) by
11 making false or misleading statements of fact concerning reasons for, existence of, or
12 amounts of, price reductions, including by (1) misrepresenting the regular price of
13 Products, (2) advertising discounts and savings that are exaggerated or nonexistent, (3)
14 misrepresenting that the discounts and savings are unusually large, when in fact they are
15 regularly available, (4) misrepresenting the reason for the sale (*e.g.*, “Holiday
16 Countdown” when in fact Defendant has ongoing sales).

17 132. Defendant’s representations were likely to deceive, and did deceive,
18 Plaintiffs and reasonable consumers. Defendant knew, or should have known through
19 the exercise of reasonable care, that these statements were inaccurate and misleading.

20 133. Defendant’s misrepresentations were intended to induce reliance, and
21 Plaintiffs saw, read, and reasonably relied on them when purchasing Talbots Products.
22 Defendant’s misrepresentations were a substantial factor in Plaintiffs’ purchase decision.

23 134. In addition, Class-wide reliance can be inferred because Defendant’s
24 misrepresentations were material, *i.e.*, a reasonable consumer would consider them
25 important in deciding whether to buy Talbots Products.

26 135. Defendant’s misrepresentations were a substantial factor and proximate
27 cause in causing damages and losses to Plaintiffs and the Class.
28

1 136. Plaintiffs and the Class were injured as a direct and proximate result of
2 Defendant's conduct because (a) they would not have purchased the Products if they
3 had known the discounts and/or regular prices were not real, (b) they overpaid for the
4 Products because the Products were sold at a price premium due to the
5 misrepresentation, and/or (c) they did not receive the discounts they were promised, and
6 received Products with market values lower than the promised market values.

7 137. Accordingly, pursuant to California Civil Code § 1780(a)(2), Plaintiffs, on
8 behalf of themselves and all other members of the Class, seek injunctive relief.

9 138. CLRA § 1782 NOTICE. On April 22, 2025, a CLRA demand letter was
10 sent to Defendant's registered agent and headquarters via certified mail (return receipt
11 requested) on behalf of Ms. Benn, that provided notice of Defendant's violations of the
12 CLRA and demanded that Defendant correct the unlawful, unfair, false and/or
13 deceptive practices alleged here. Thirty days have now passed and Defendant has not
14 corrected the problem for Ms. Benn and for each member of the Class. Accordingly, Ms.
15 Benn seeks all monetary and equitable relief available under the CLRA, including
16 punitive damages and reasonable attorneys' fees.

17 139. Out of an abundance of caution, even though Ms. Benn already provided
18 notice to Defendant and demanded correction on behalf of the putative Class and so no
19 further notice was necessary, on May 7, 2025, a CLRA demand letter was sent to
20 Defendant's registered agent and headquarters via certified mail (return receipt
21 requested) on behalf of Ms. Edge, that provided further notice of Defendant's violations
22 of the CLRA and demanded that Defendant correct the unlawful, unfair, false and/or
23 deceptive practices alleged here. Thirty days have now passed and Defendant has not
24 corrected the problem for Ms. Edge and for each member of the Class. Accordingly, Ms.
25 Edge seeks all monetary and equitable relief available under the CLRA, including
26 punitive damages and reasonable attorneys' fees.

27 140. Also out of an abundance of caution, on May 23, 2025, a CLRA demand
28 letter was sent to Defendant's registered agent and headquarters via certified mail (return

1 receipt requested) on behalf of Ms. Schreiman, that provided further notice of
2 Defendant's violations of the CLRA and demanded that Defendant correct the unlawful,
3 unfair, false and/or deceptive practices alleged here. Thirty days have now passed and
4 Defendant has not corrected the problem for Ms. Schreiman and for each member of
5 the Class. Accordingly, Ms. Schreiman seeks all monetary and equitable relief available
6 under the CLRA, including punitive damages and reasonable attorneys' fees.

7 141. Also out of an abundance of caution, on November 18, 2025, a CLRA
8 demand letter was sent to Defendant's registered agent and headquarters via certified
9 mail (return receipt requested) on behalf of Ms. Porcuna, that provided further notice of
10 Defendant's violations of the CLRA and demanded that Defendant correct the unlawful,
11 unfair, false and/or deceptive practices alleged here. Because 30 days have not passed
12 since Ms. Porcuna's letter was sent, out of an abundance of caution, Ms. Porcuna seeks
13 only injunctive relief, and does not seek damages, on her CLRA claim. If Defendant
14 does not fully correct the problem for Ms. Porcuna and for each member of the Class
15 within 30 days of receipt of her letter, however, Ms. Porcuna will seek all monetary relief
16 allowed under the CLRA.

17 142. The CLRA venue declarations are attached.

18 **Third Cause of Action:**

19 **Violation of California's Unfair Competition Law**

20 **(By Plaintiffs and the Class)**

21 143. Plaintiffs incorporate each and every factual allegation set forth above.

22 144. Plaintiffs bring this cause of action on behalf of themselves and members
23 of the Class.

24 145. Defendant has violated California's Unfair Competition Law (UCL) by
25 engaging in unlawful, fraudulent, and unfair conduct (i.e., violating each of the three
26 prongs of the UCL).

1 ***The Unlawful Prong***

2 146. Defendant engaged in unlawful conduct by violating the CLRA and FAL,
3 as alleged above and incorporated here.

4 ***The Deceptive Prong***

5 147. As alleged in detail above, Defendant's representations that its Products
6 were on sale for specific discounts, that the sale was limited in time, that the Products
7 had a specific regular price, and that the customers were receiving specific discounts
8 were false and misleading.

9 148. Defendant's representations were misleading to Plaintiffs and other
10 reasonable consumers.

11 149. Plaintiffs relied upon Defendant's misleading representations and
12 omissions, as detailed above.

13 ***The Unfair Prong***

14 150. As alleged in detail above, Defendant committed "unfair" acts by falsely
15 advertising that its Products were on sale for specific discounts, that the sale was limited
16 in time, that the Products had a specific regular price, and that the customers were
17 receiving specific discounts.

18 151. Defendant violated established public policy by violating the CLRA and
19 FAL, as alleged above and incorporated here. The unfairness of this practice is tethered
20 to a legislatively declared policy (that of the CLRA and FAL).

21 152. The harm to Plaintiffs and the Class greatly outweighs the public utility of
22 Defendant's conduct. There is no public utility to misrepresenting the price of a
23 consumer product. This injury was not outweighed by any countervailing benefits to
24 consumers or competition. Misleading consumer products only injure healthy
25 competition and harm consumers.

26 153. Plaintiffs and the Class could not have reasonably avoided this injury. As
27 alleged above, Defendant's representations were deceptive to reasonable consumers like
28 Plaintiffs.

1 162. Plaintiffs and Class Members entered into contracts with Talbots when
2 they placed orders to purchase Products.

3 163. The contracts provided that Plaintiffs and Class Members would pay
4 Talbots for the Products ordered.

5 164. For Non-Markdown Products, the contracts further required that Talbots
6 provide Plaintiffs and Class Members with Products with regular prices and market
7 values equal to the list prices, and a discount equal to the difference between the regular
8 prices and the discount prices paid by Plaintiffs and the putative Class. For Markdown
9 Products that were not advertised as being subject to any additional discount on
10 markdowns, the contracts further required that Talbots provide Plaintiffs and Class
11 Members with Products with pre-markdown regular prices and market values of the list
12 prices, and discounts equal to the difference between the list prices and the advertised
13 markdown prices. For Markdown Products that were subject to additional discounts, the
14 contracts further required that Talbots provide Plaintiffs and Class Members with
15 Products with pre-markdown regular prices and market values of the list price (in
16 strikethrough font), regular markdown prices of the advertised markdown prices (in
17 colorful font), and discounts equal to the difference between the list prices and the
18 markdown prices, plus additional discounts in the amount advertised. These were
19 specific and material terms of the contract.

20 165. The specific discounts were a specific and material term of each contract,
21 and were displayed to Plaintiffs and Class Members at the time they placed their orders.

22 166. Plaintiffs and Class Members paid Talbots for the Products they ordered,
23 and satisfied all other conditions of their contracts.

24 167. Talbots breached its contracts by failing to provide Plaintiffs and other
25 members of the putative Class with Products that have regular, pre-markdown prices
26 and market values equal to the regular prices displayed, and by failing to provide the
27 discounts it promised. And it additionally breached its contracts with Plaintiffs and other
28 Class Members who purchased Markdown Products at an additional discount by failing

1 to provide Plaintiffs and other members of the putative Class with Products that have
2 regular markdown prices equal to the regular markdown prices displayed, and by failing
3 to provide the further discounts promised. Defendant also breached warranties for the
4 same reasons.

5 168. Plaintiffs provided Defendant with notice of these breaches of contract, by
6 mailing notice letters to Defendant's registered agent and headquarters on May 23, 2025
7 (on behalf of Ms. Schreiman), May 7, 2025 (on behalf of Ms. Edge), April 22, 2025 (on
8 behalf of Ms. Benn), and November 18, 2025 (on behalf of Ms. Porcuna).

9 169. As a direct and proximate result of Defendant's breaches, Plaintiffs and
10 Class Members were deprived of the benefit of their bargained-for exchange, and have
11 suffered damages in an amount to be established at trial.

12 170. For the breach of contract claims, Plaintiffs seek all damages available
13 including expectation damages and/or damages measured by the price premium charged
14 to Plaintiffs and the Class as a result of Defendant's unlawful conduct.

15 **Fifth Cause of Action:**

16 **Breach of Express Warranty**

17 **(By Plaintiffs and the Class)**

18 171. Plaintiffs incorporate each and every factual allegation set forth above.

19 172. Plaintiffs bring this cause of action on behalf of themselves and the Class.

20 173. Defendant, as the manufacturer, marketer, distributor, supplier, and/or
21 seller of Talbots Products, issued material, written warranties by advertising that the
22 regular prices and market values of the Products Plaintiffs and members of the Class
23 purchased before any markdowns were the advertised list prices and warranted that
24 Plaintiffs were receiving specific discounts on the Products. Similarly, Defendant
25 warranted that the advertised markdown prices of the Markdown Products Plaintiffs and
26 members of the Class purchased were the regular prices of those Products when they
27 were marked down. And, Defendant warranted that Plaintiffs and Class Members were
28 receiving specific discounts on the Products (off of the purported list prices and, for

1 Markdown Products sold at a further discount, off the purported markdown regular
2 prices). These were affirmations of fact about the Products (i.e., representations about
3 the regular prices and market values) and promises relating to the goods.

4 174. These warranties were part of the basis of the bargain and Plaintiffs and
5 members of the Class relied on these warranties.

6 175. In fact, the Talbots Products' regular prices and market values were not as
7 advertised and affirmed. Thus, the warranties were breached.

8 176. Plaintiffs provided Defendant with notice of these breaches of warranty, by
9 mailing notice letters to Defendant's registered agent and headquarters on May 23, 2025
10 (on behalf of Ms. Schreiman), May 7, 2025 (on behalf of Ms. Edge), April 22, 2025 (on
11 behalf of Ms. Benn), and November 18, 2025 (on behalf of Ms. Porcuna).

12 177. Plaintiffs and the Class were injured as a direct and proximate result of
13 Defendant's breaches, and the breaches were a substantial factor in causing harm,
14 because (a) they would not have purchased Products if they had known that the warranty
15 was false, (b) they overpaid for the Products because the Products were sold at a price
16 premium due to the warranty, and/or (c) they did not receive the Products as warranted
17 that they were promised.

18 178. For their breach of express warranty claims, Plaintiffs seek all damages
19 available including expectation damages and/or damages measured by the price
20 premium charged to Plaintiffs and the Class as a result of Defendant's unlawful conduct.

21 **Sixth Cause of Action:**

22 **Quasi-Contract/Unjust Enrichment**

23 **(By Plaintiffs and the Class)**

24 179. Plaintiffs incorporate paragraphs 1-91 and 98-109 above.

25 180. Plaintiffs bring this cause of action in the alternative to their Breach of
26 Contract and Breach of Warranty claims (Counts Four and Five) on behalf of
27 themselves and the Class.
28

181. As alleged in detail above, Defendant's false and misleading advertising caused Plaintiffs and the Class to purchase Talbots Products and to pay a price premium for these Products.

182. In this way, Defendant received a direct and unjust benefit, at Plaintiffs' expense.

183. (In the alternative only), due to Defendant's misrepresentations, its contracts with Plaintiffs and other Class members are void or voidable.

184. Plaintiffs and the Class seek restitution, and in the alternative, rescission.

185. For the quasi-contract/unjust enrichment claims, Plaintiffs seek all available equitable relief, including injunctive relief, disgorgement, and restitution in the form of a full refund and/or measured by the price premium charged to Plaintiffs and the Class as a result of Defendant's unlawful conduct.

Seventh Cause of Action:

**Negligent Misrepresentation
(By Plaintiffs and the Class)**

186. Plaintiffs incorporate each and every factual allegation set forth above.

187. Plaintiffs bring this cause of action on behalf of themselves and members of the Class.

188. As alleged more fully above, Defendant made false representations and material omissions of fact to Plaintiffs and Class Members concerning the existence and/or nature of the discounts and savings advertised.

189. These representations were false.

190. When Defendant made these misrepresentations, it knew or should have known that they were false. Defendant had no reasonable grounds for believing that these representations were true when made.

191. Defendant intended that Plaintiffs and Class Members rely on these representations and Plaintiffs and Class Members read and reasonably relied on them.

192. In addition, Class-wide reliance can be inferred because Defendant's misrepresentations were material, i.e., a reasonable consumer would consider them important in deciding whether to buy Talbots Products.

193. Defendant's misrepresentations were a substantial factor and proximate cause in causing damages and losses to Plaintiffs and Class members.

194. Plaintiffs and the Class were injured as a direct and proximate result of Defendant's conduct because (a) they would not have purchased the Products if they had known that the representations were false, (b) they overpaid for the Products because the Products were sold at a price premium due to the misrepresentation, and/or (c) they did not receive the discounts they were promised, and received Products with market values lower than the promised market values.

195. For the negligent misrepresentation claims, Plaintiffs seek all damages available including expectation damages, punitive damages, and/or damages measured by the price premium charged to Plaintiffs and the Class as a result of Defendant's unlawful conduct.

Eighth Cause of Action:
Intentional Misrepresentation
(By Plaintiffs and the Class)

196. Plaintiffs incorporate each and every factual allegation set forth above.

197. Plaintiffs bring this cause of action on behalf of themselves and members of the Class.

198. As alleged more fully above, Defendant made false representations and material omissions of fact to Plaintiffs and Class Members concerning the existence and/or nature of the discounts and savings advertised.

199. These representations were false.

200. When Defendant made these misrepresentations, it knew that they were false at the time that they made them and/or acted recklessly in making the misrepresentations.

1 201. Defendant intended that Plaintiffs and Class Members rely on these
2 representations and Plaintiffs and Class Members read and reasonably relied on them.

3 202. In addition, Class-wide reliance can be inferred because Defendant's
4 misrepresentations were material, i.e., a reasonable consumer would consider them
5 important in deciding whether to buy Talbots Products.

6 203. Defendant's misrepresentations were a substantial factor and proximate
7 cause in causing damages and losses to Plaintiffs and Class Members.

8 204. Plaintiffs and the Class were injured as a direct and proximate result of
9 Defendant's conduct because (a) they would not have purchased the Products if they
10 had known that the representations were false, (b) they overpaid for the Products
11 because the Products were sold at a price premium due to the misrepresentation, and/or
12 (c) they did not receive the discounts they were promised, and received Products with
13 market values lower than the promised market values.

14 205. For the intentional misrepresentation claims, Plaintiffs seek all damages
15 available including expectation damages, punitive damages, and/or damages measured
16 by the price premium charged to Plaintiffs and the Class as a result of Defendant's
17 unlawful conduct.

18 **VII. Relief.**

19 206. Plaintiffs seek the following relief for themselves and the Class:

- 20 • An order certifying the asserted claims, or issues raised, as a class action;
- 21 • A judgment in favor of Plaintiffs and the proposed Class;
- 22 • Damages, treble damages, and punitive damages where applicable;
- 23 • Restitution;
- 24 • Disgorgement, and other just and equitable relief;
- 25 • Pre- and post-judgment interest;
- 26 • An injunction prohibiting Defendant's deceptive conduct, as allowed by law;
- 27 • Reasonable attorneys' fees and costs, as allowed by law;
- 28 • Any additional relief that the Court deems reasonable and just.

Demand For Jury Trial

207. Plaintiffs demand the right to a jury trial on all claims so triable.

Dated: December 8, 2025

Respectfully submitted,

By: /s/ Simon Franzini

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