IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

ALLYSA ANDREWS
1643 13th Street NW, Apt. 2
Washington, D.C. 20009

and SEAMUS PUGH,
51 Randolph Place NW
Washington, D.C. 20001

on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

Last Brand, Inc.
260 Townsend St
San Francisco, California 94107

Defendant.

Case No. 2026-CAB-001059

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs Allysa Andrews and Seamus Pugh, on behalf of themselves and a class of those similarly situated, bring this Class Action Complaint against Defendant Last Brand, Inc. d/b/a Quince ("Quince" or "Defendant") for violations of the District of Columbia Consumer Protection Procedures Act ("CPPA"), D.C. Code § 28-3901. The allegations below are based on Plaintiffs' personal knowledge as to Plaintiffs' individual experiences, the investigation of counsel, and information and belief.

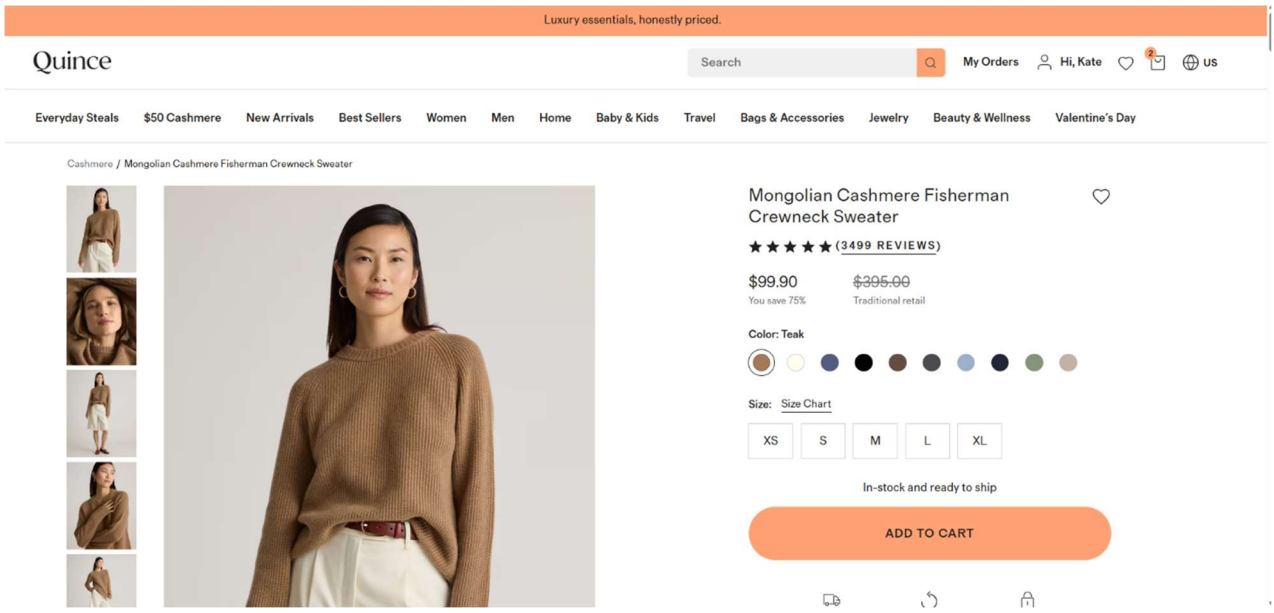
NATURE OF THE ACTION

1. Quince markets and sells consumer goods including clothes, shoes, and handbags. It regularly misleads consumers by telling them that they are "saving" money by purchasing products from Quince when that is not true.

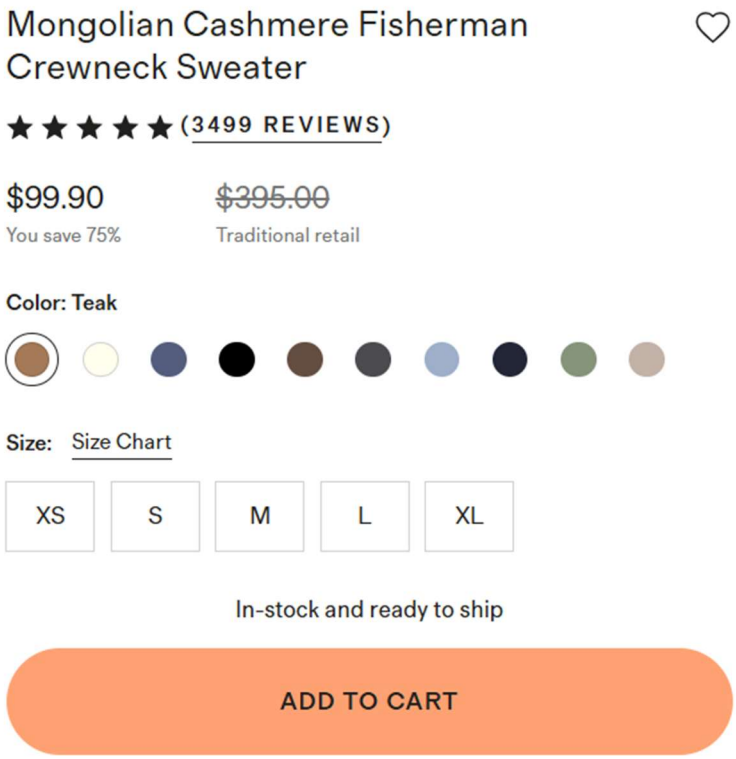
2. On its website, Quince's product pages display product pictures. To the right, below the product name and reviews, Quince displays the price of the product along with the claim, "You save [X]%". Next to the price, Quince prominently shows a higher price with a strikethrough and the notation, "Traditional retail." This implies that the product is sold elsewhere at the "Traditional retail" price, such that consumers are saving money by buying the product at Quince rather than somewhere else.

3. Consumers do not, however, save money by buying products from Quince. The ostensibly discounted products are not sold elsewhere at higher prices—and the purported "Traditional retail" price corresponds to different products offered at other retailers. In the end, Quince offers the ostensibly discounted products at an ordinary price, and purchasing a product at its ordinary price cannot truthfully be labeled a "saving."

4. For example, Quince sells a Mongolian Cashmere Fisherman Crewneck Sweater for $99.90:



5. Quince tells consumers that the sweater is sold for $395.00 at "Traditional retail" such that the consumer will "save 75%" by buying it from Quince:

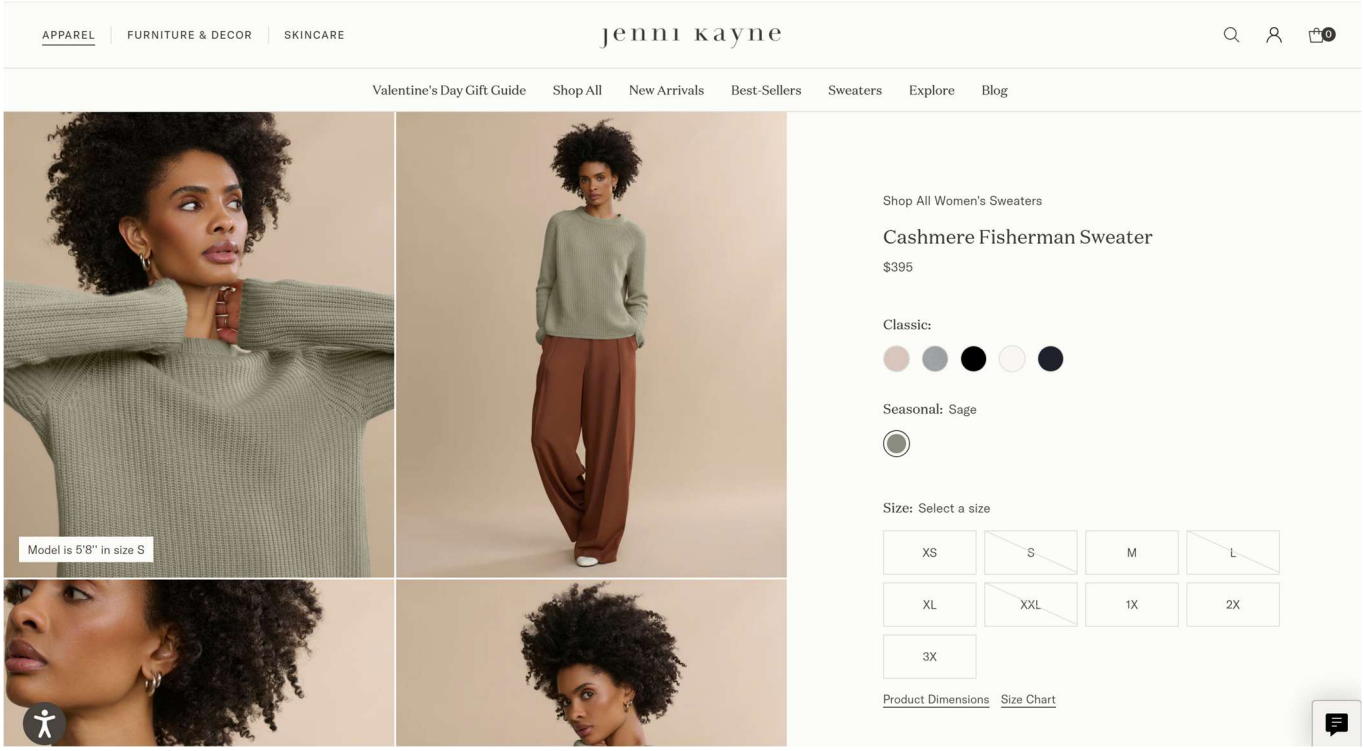


6. A consumer who continues to browse and scrolls down the product page will come across a chart titled "Beyond Compare." This chart presents a comparison between Quince's price and that of competitors. Specifically, it references product listings in Jenni Kayne and La Ligne, each with a price of $395. The chart does not provide links to these products or further product details.

BEYOND COMPARE

	QUINCE	JENNI KAYNE	LA LIGNE
PRICE	$99.90	$395.00	$395.00
SAVINGS (%)	●	75%	75%
100% GRADE-A MONGOLIAN CASHMERE	●	×	×
FREE SHIPPING	●	●	●
FREE RETURNS	365 days	21 days	14 days

7. But neither Jenni Kayne nor La Ligne carry Quince's Mongolian Cashmere Fisherman Crewneck Sweater. Instead, they carry different cashmere sweaters offered, for example, in colors and sizes not available on Quince's.



8. Consumers are not "sav[ing] 75%" by buying a ***$99.90 sweater*** from Quince ***for $99.90***, instead of buying a different, higher-priced sweater from some other store. Because the sweaters being sold for $395 are not the sweaters which Quince is selling, the statement that "You save 75%" is misleading.

9. District of Columbia law protects District of Columbia citizens from misrepresentations of this kind. Accordingly, Plaintiffs bring this action to put a stop to Quince's false and misleading advertising practices.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this case pursuant to D.C. Code § 11-921, *et seq.* and the CPPA, D.C. Code § 28-3901, *et seq.* because the claims are brought under the laws of the District of Columbia.

11. This Court has personal jurisdiction over this case pursuant to D.C. Code § 13-423 because Quince transacts business in the District of Columbia and commits torts in the District of

Columbia as described in this Complaint.

PARTIES

12. Allysa Andrews is a natural person and resident and citizen of Washington, D.C.

13. Seamus Pugh is a natural person and resident and citizen of Washington, D.C.

14. Last Brand, Inc d/b/a Quince is a Delaware corporation with a principal address at 260 Townsend St, San Francisco, CA 94107.

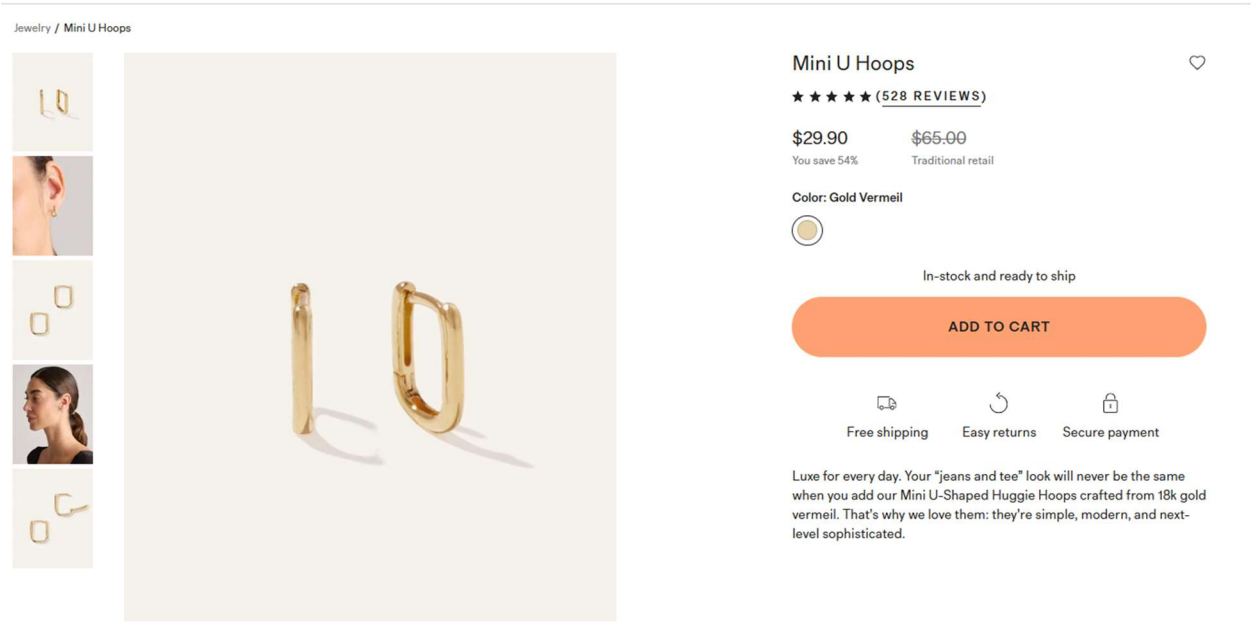
COMMON FACTUAL ALLEGATIONS

A. Quince's Deceptive Sales Practices

15. Quince sells its products through its e-commerce website, www.quince.com.

16. In an effort to increase sales, Quince engages in a pervasive online marketing scheme to deceptively market its products as though they are on sale, or as though consumers are receiving "savings," when that is not true.

17. Most product listings on Quince's website display the product's sales price accompanied by a "Traditional retail price" shown in strikethrough. Beneath the sales price, Quince shows a "You save [X]%" figure, suggesting consumers are receiving a discount:



18. The "Traditional retail" and "You save" figures listed by Quince are designed to give the impression that the consumer is obtaining the product at a substantially reduced rate compared to what they might pay elsewhere for the listed product.

19. But those figures are purely fictitious. The strikethrough "Traditional retail" price is not a markdown from the price at which Quince formerly offered the product—nor does it correspond to the price at which the product is available at some other store. Instead, the price in strikethrough is simply the price at which other stores sell *some other* product.

20. In the image above, the "Mini U Hoops" are sold for $29.90 at Quince. Quince tells consumers they will "save 54%" by purchasing the Mini U Hoops for $29.90. But the earrings are not on sale: the regular price for the Mini U Hoops is $29.90, and they weren't previously sold at $65.00. Nor are Quince's "Mini U Hoops" earrings offered elsewhere at a higher price.

21. Instead, in setting a reference price for its "Mini U Hoops" earrings, Quince identifies different earrings, sold by different retailers, at different prices. But a consumer does not "save" money by buying a product at the price at which the seller offers it for sale on a regular basis—notwithstanding that a *different* product is sold for more.

22. The fictitious price, at which Quince's products have *never* been listed for, is merely offered for the purpose of deceiving consumers into believing they are receiving a bargain for their purchases. And the statement that "You save [X]%" is false.

23. Quince's advertisements and deceptive pricing artificially increase consumer demand for Quince's products, and mislead District of Columbia consumers.

24. Reasonable consumers, who rely on Quince to provide accurate and truthful information about sales and pricing, cannot reasonably avoid this injury. And Defendant's fake discounts offer no countervailing benefits—misrepresenting products' prices harms both

consumers and honest competition.

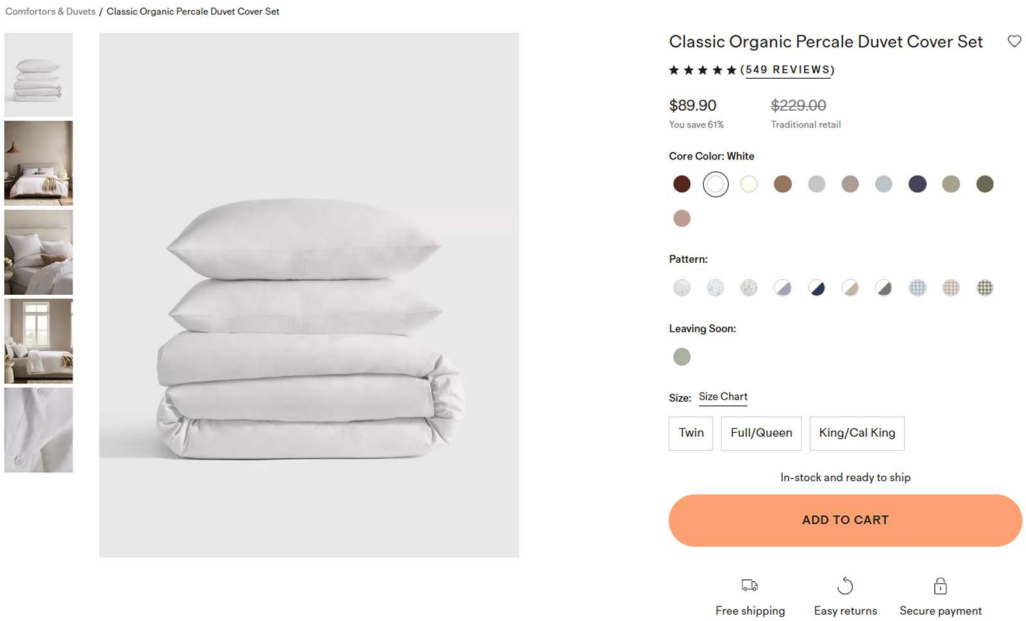
B. Named Plaintiffs' Experiences.

1. Plaintiff Pugh

25. On or about April 12, 2024, Plaintiff Pugh purchased a Classic Organic Percale Duvet Cover Set in size full/queen for $99.90 from quince.com. Prior to making his purchase, Mr. Pugh saw the price of the item. He observed that the item was priced at $99.90, that he was told "You save" with a percentage amount, and a grayed-out strikethrough price labeled as "Traditional retail price."

26. Based on Quince's representations on its website, Mr. Pugh believed the marked-down price and associated savings percentage to be temporary. He also believed that the "Traditional retail price" meant that he would have to pay that higher amount if he purchased Quince's Percale Duvet Cover Set elsewhere. The strikethrough pricing impacted Mr. Pugh's decision to buy the duvet set before the discount was discontinued. Mr. Pugh did not understand, because Quince did not make clear to him, that the "Traditional retail price" was referring to other duvet cover sets sold by other retailers—not the prior price for Quince's product, nor the price he would pay for the same set at other stores. Quince led him to believe that he would actually "save" money by buying the duvet cover set from Quince when that was not true.

27. Currently, Quince sells its Classic Organic Percale Duvet Cover Set for $89.90, with a listed savings of 61% and a strikethrough price of $229. Quince has never listed the Classic Organic Percale Duvet Cover Set at $229, and the duvet cover sets available at other stores for $229 are not the same product sold at Quince.

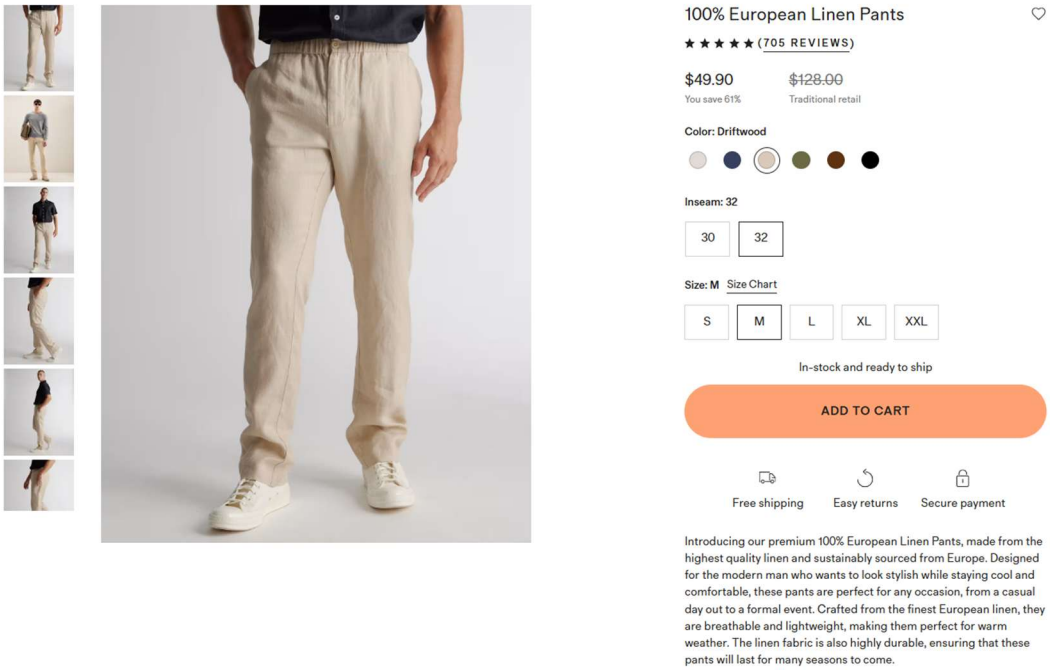


28. On or about May 29, 2025, Plaintiff Pugh purchased a pair of 100% European Linen Drawstring Beach Pants for $49.90 from quince.com. Prior to making his purchase, Mr. Pugh saw the price of the item. He observed that the item was priced at $50, with a statement that "You save" with a percentage next to it. He also observed a grayed-out strikethrough price of $75, leading him to believe that the pants were marked down from $75.

29. Based on Quince's representations on its website, Mr. Pugh understood the pants' pricing to be a time-limited discount on the linen pants. He also believed that the "Traditional retail price" meant that he would have to pay that higher amount if he purchased the pants elsewhere. Mr. Pugh believed the marked-down price to be temporary, and the strikethrough pricing impacted Mr. Pugh's decision to buy the linen pants before the discount was discontinued. Mr. Pugh did not understand, because Quince did not make clear to him, that the "Traditional retail price" was referring to other pants sets sold by other retailers—not the prior price for Quince's product, nor the price he would pay for the same pants at other stores. Quince led him to believe that he would actually "save" money by buying the pants from Quince when that was not true.

30. Currently, Quince sells its Men's 100% European Linen Pants for $49.90, with a

listed savings of 61% and a strike-through price of $128. Quince has never sold its Men's 100% European Linen Pants for $75 or $128.



31. Had Mr. Pugh known the truth, he would not have purchased the products above, or would have paid less for them.

32. Mr. Pugh would continue to buy products from Quince if he could trust that their representations about savings were accurate and true.

2. Plaintiff Andrews

33. On November 30 2024, Plaintiff Andrews bought workout tops from Quince. On March 20, 2025, Ms. Andrews bought a silk skirt from Quince. Prior to making her purchases, Ms. Andrews saw the prices of the items. She observed the prices of the items, that she was told "You save" with a percentage amount, and grayed-out strikethrough prices labeled as "Traditional retail price."

34. Based on Quince's representations on its website, Ms. Andrews believed the marked-down prices and associated savings percentages to be a sale price. She also believed that

the "Traditional retail price" meant that she would have to pay that higher amount if she purchased the products elsewhere. The strikethrough pricing impacted her decision to buy the products before the discounts were discontinued. She did not understand, because Quince did not make clear to her, that the "Traditional retail price" was referring to other products sold by other retailers—not the prior prices for Quince's products, nor the prices she would pay for the same set at other stores. Quince led her to believe that she would actually "save" money by buying the products from Quince when that was not true.

35. Had Ms. Andrews known the truth, she would not have bought these products or would have paid less for them.

36. Ms. Andrews would continue to purchase products from Quince if she could trust their representations were true and accurate.

CLASS ACTION ALLEGATIONS

37. Plaintiffs bring this action on behalf of themselves and the proposed class, defined as follows: **All District of Columbia residents who purchased products from Quince that were marketed with a strikethrough price during the statute of limitations through the date a class is certified.**

38. Excluded from the Class is Quince, its parents, subsidiaries, affiliates, officers, and directors; any entity in which Quince has a controlling interest; all potential Class members who make a timely election to be excluded; governmental entities; and all judges assigned to hear any aspect of this litigation as well as their family members.

39. **Numerosity**. The Class is so large that joinder of all of its members would be impracticable. There are likely thousands of Class members. The precise number of members of the Class and their identities are unknown to Plaintiffs at this time but may be determined through

discovery. Class members may be notified of the pendency of this action by mail and/or publication through the distribution records of Defendant.

40. **Commonality**. Quince has acted or refused to act on grounds that apply equally to all members of the Class. Absent certification, the relief sought by this Complaint creates the possibility of inconsistent judgments or obligations upon Quince. Numerous common issues of law and fact exist, including:

a. Whether Quince's strikethrough prices are false and misleading;

b. Whether Quince's listed savings percentages are false and misleading;

c. Whether Plaintiffs and the Class Members were harmed by Quince's misleading sales practices;

d. Whether Quince's sales practices set forth in this Complaint violates the statute referenced herein;

e. Whether Plaintiffs and the Class Members are entitled to full or partial refunds;

f. Whether Plaintiffs and the Class Members are entitled to statutory damages;

g. Whether Plaintiffs and the Class Members are entitled to punitive damages; and

h. Whether Quince should be enjoined from continuing to advertise fictitious prices to its customers.

41. **Predominance.** The common issues predominate over individualized inquiries in this action because Quince's liability can be established as to all members of the Class.

42. **Typicality.** Typicality exists because Plaintiffs' claims are identical to the claims of the Class members. Their claims all arise from Quince's practice of advertising false discounts off fictitious reference prices and are based on the same legal theories.

43. **Adequacy.** Plaintiffs are adequate class representatives as Plaintiffs have no interests adverse to the Class and Quince has no defenses unique to Plaintiffs. Plaintiffs have hired competent, experienced class action attorneys to represent the Class and prosecute the Class's claims.

44. **Superiority.** There are substantial benefits to proceeding as a class action that render proceeding as a class action superior to any alternatives, including that it will provide a realistic means for members of the Class to recover damages; the damages suffered by members of the Class may be relatively small it would be substantially less burdensome on the courts and the parties than numerous individual proceedings; many members of the Class may be unaware that they have legal recourse for the conduct alleged herein; and because issues common to the members of the Class can be effectively managed in a single proceeding. Plaintiffs know of no difficulty that could be encountered in the management of this litigation that would preclude its maintenance as a class action.

COUNT I
Violation of District of Columbia Consumer Protection Procedures Act ("CPPA")
D.C. Code §28-3901, *et seq*
(*On behalf of Plaintiffs and the Class*)

45. Plaintiffs fully restate and incorporates paragraphs 1 through 44 as if set forth herein.

46. Plaintiffs bring this claim on their own behalf and on behalf of members of the Class.

47. The CPPA is a remedial statute that is to be broadly construed. It establishes an enforceable right to truthful information from merchants about consumer goods and services that are or would be purchased, leased, or received in the District of Columbia.

48. The goods that Quince provides consumers are for personal, household, or family

purposes and are therefore consumer goods.

49. Quince, in the ordinary course of business, supplies consumer goods and services and therefore is a merchant under the CPPA. D.C. Code § 28-3901(a)(1)(2).

50. Quince's customers receive consumer goods for personal, household, or family uses and are therefore consumers under the CPPA. D.C. Code § 28-3901(a)(3).

51. Quince's practices described herein are "trade practices" within the meaning of the CPPA because they are an act that does or would create, make available, provide information about, or directly or indirectly solicit or offer or effectuate a sale or transfer of goods. D.C. Code § 28-3901(a)(6).

52. The CPPA prohibits misleading and deceptive trade practices in connection with the offer, sale, and supply of consumer goods and services. D.C. Code § 28-3904.

53. Reliance is not a requirement under the CPPA.

54. The CPPA makes it illegal to, among other things:

a. Misrepresent as to a material fact which has a tendency to mislead (D.C. Code § 28-3904(e));

b. Fail to state a material fact if such failure tends to mislead (D.C. Code § 28-3904(f));

c. Use innuendo or ambiguity as to a material fact, which has a tendency to mislead (D.C. Code § 28-3904(f-1)); and

d. Make false or misleading representations of fact concerning the reasons for, existence of, or amounts of price reductions, or the price in comparison to price of competitors or one's own price at a past or future time (D.C. Code § 28-3904(j)).

55. The D.C. Office of the Attorney General has warned businesses like Safeway that

consumers "have a right to clear information about prices in advance of any purchase," and that businesses must not "make misleading claims or false statements about the price of an item for sale," including by "us[ing] ambiguous or vague language that tends to mislead a consumer." https://oag.dc.gov/sites/default/files/2023-12/Business-Advisory-Price-Transparency.pdf.

56. Quince's use of false reference prices for customers that are not the ordinary, bona fide price of its products, and advertising misleading fabricated discounts off the false reference prices, violated the CPPA.

57. Quince's practices described herein are misleading in several ways. First, the statement "You save [X]%" is false because it cannot be said that consumers "save" money when buying a product from Quince at Quince's regularly-offered price—and when no other retailer offers the product in question at some higher price. Second, the use of the fictitious strikethrough price is misleading because it gives the impression that either the product is discounted from (i) Quince's ordinarily higher price, or (ii) from a higher price at which someone else sells or sold it. Neither is true.

58. Quince's use of false reference prices for customers is a false or misleading representation of fact concerning the reasons for, existence of, or amounts of price reductions, as well as the price of the product in comparison with the price of competitors' or its own prices at a past or future time.

59. The use of the false reference prices—and the amount of the purported discount off the false reference price—are untrue or misleading statements. The actual reference price of the products is material because a reasonable person would attach importance to its existence or nonexistence when determining his or her choice of action in the transaction, and because Quince regards the matter as important in determining the buyer's choice of action.

60. Quince failed to disclose that it does not sell its products to customers at the reference prices, and that omission was material as well.

61. By showing a discount sale price with percentage savings, Quince used innuendo or ambiguity as to a material fact (i.e. the actual price of the products) with a tendence to mislead.

62. Quince's misleading acts or practices harm consumers in the District of Columbia. Plaintiffs and the Class purchased Quince products based on the reasonable belief that they were getting a true discount off a real reference price. None of those things were true as the reference prices were not the true prices for Quince products. Had Plaintiffs and the Class Members known the truth, they would not have purchased the Quince products they bought, or paid less for it.

JURY TRIAL DEMAND

Plaintiffs demand a trial by jury on all claims so triable.

PRAYER FOR RELIEF

Wherefore, Plaintiffs request this Court enter judgment in favor of Plaintiffs and the Classes as follows:

A. Certifying the proposed Class, naming Plaintiffs as the representatives of the Class, and naming Plaintiffs' attorneys as Class Counsel to represent the Class;

B. Awarding declaratory relief as requested herein;

C. Awarding restitution and reimbursement of all improper fees paid to Defendant by Plaintiffs and the Class members as a result of the wrongs alleged herein in an amount to be determined at trial;

D. Compelling disgorgement of all ill-gotten gains derived by Defendant from its misconduct;

E. Awarding damages in an amount according to proof, including compensatory, treble, statutory, general, nominal, and punitive and exemplary damages, as allowed by law;

F. Imposing a permanent injunction banning Quince from continuing to use false reference price in its marketing of its products;

G. Awarding pre-judgment interest at the maximum rate permitted by law;

H. Reimbursing all costs and disbursements accrued by Plaintiffs in connection with this action, including reasonable attorneys' fees; and

I. Awarding such other relief as this Court deems just and proper.

Dated: February 17, 2026

Respectfully submitted,

/s/ Katherine M. Aizpuru

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