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10 *Attorneys for Plaintiff*
11 *and the Proposed Class*

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 BARBARA ROSING HOKE,
15 for herself,
16 as a private attorney general,
17 and on behalf of all others similarly
18 situated,

19 Plaintiff,

20 v.

21 BASSETT FURNITURE
22 INDUSTRIES, INC., and
23 BASSETT DIRECT NC, LLC,

24 Defendants.

Case No. 2:26-cv-02037

CLASS ACTION

COMPLAINT FOR:

**(1) VIOLATION OF CAL. CIVIL
CODE § 1750 *et seq.*;**

**(2) VIOLATION OF CAL.
BUSINESS & PROFESSIONS
CODE § 17500 *et seq.*;**

**(3) VIOLATION OF CAL.
BUSINESS & PROFESSIONS
CODE § 17200 *et seq.***

**ACTION SEEKING STATEWIDE
OR NATIONWIDE RELIEF**

JURY TRIAL DEMANDED

1 Plaintiff Barbara Rosing Hoke, individually, as a private attorney general,
2 and on behalf of all others similarly situated, alleges as follows, on personal
3 knowledge and the investigation of her counsel, against Defendants Bassett
4 Furniture Industries, Inc., and Bassett Direct NC, LLC (collectively, “Bassett
5 Furniture” or “Defendants”):

6 **I. INTRODUCTION AND SUMMARY**

7 1. Bassett Furniture is a manufacturer, marketer, and retailer of ready-
8 to-order and customizable furniture, including sofas, sectionals, tables, and other
9 furniture products. Bassett Furniture owns and operates the
10 www.bassettfurniture.com website and approximately 57 company-owned
11 Bassett Furniture retail stores. Bassett Furniture is also responsible for the
12 marketing strategies, product pricing and advertising for 29 licensee-owned
13 Bassett Furniture retail stores nationwide. Approximately 75% of the products
14 offered by Bassett Furniture on its website and in its retail stores are
15 manufactured and assembled by Bassett Furniture in the United States.¹
16 (Hereinafter, Bassett Furniture “retail stores” refers to and includes both
17 company-owned and licensee-owned stores.) Bassett Furniture’s products are
18 primarily offered and sold by Bassett Furniture, with limited other availability
19 through retail partners.

20 2. For years, Bassett Furniture has engaged in a massive and consistent
21 false discount advertising scheme across its website and in its retail stores.
22 Specifically, Bassett Furniture advertises perpetual or near-perpetual discounts—
23 typically 20% to 30% off—on all of its products. These discounts are taken from
24 Bassett Furniture’s inflated and self-created strikethrough reference prices for its
25 products. Bassett Furniture represents these reference prices to be the regular and
26 normal former prices of the products. However, unbeknownst to its customers,
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28 ¹ See <https://www.bassettfurniture.com/where-we-make-it.html>.

1 Bassett Furniture’s discounts are never-ending and the products are never or
2 almost never offered at the advertised reference price—and never in good faith.

3 3. Bassett Furniture also advertises false limited-time discounts for its
4 products to induce consumers to purchase the products immediately before they
5 supposedly return to their (fictitious) reference prices. However, in reality, the
6 discounts are never-ending.

7 4. Bassett Furniture’s false discount advertising is so pervasive across
8 all of its products and its advertising that it is apparent that the heart of Bassett
9 Furniture’s marketing plan is to deceive the public.

10 5. Bassett Furniture’s intent is to trick consumers into believing that its
11 products are worth, and have a market value equal to, the inflated reference price,
12 and that the lower advertised sale price represents a special bargain. Bassett
13 Furniture perpetrates this illegal scheme to induce consumers to purchase its
14 products and to charge more for its products than it otherwise could have charged.

15 6. Bassett Furniture’s false discount advertising harms consumers like
16 Plaintiff by causing them to pay more than they otherwise would have paid and to
17 buy products that they otherwise would not have bought.

18 7. Customers do not enjoy the actual discounts Bassett Furniture
19 promises them, and the products are not in fact worth the amount that Bassett
20 Furniture represents to them. Bassett Furniture’s deceptive pricing scheme also
21 artificially increases the demand for its products and causes all customers,
22 including Plaintiff and Class members, to pay price premiums to Bassett
23 Furniture.

24 8. Bassett Furniture’s false discount advertising violates California’s
25 Consumers Legal Remedies Act (CLRA), California Civil Code § 1750 *et seq.*;
26 False Advertising Law (FAL), California Business & Professions Code § 17500
27 *et seq.*; and Unfair Competition Law (UCL), California Business & Professions
28 Code § 17200 *et seq.*, in numerous ways, as detailed in this Complaint.

1 9. Plaintiff brings this lawsuit individually and on behalf of a class of
2 Californian consumers who purchased from the Bassett Furniture website or a
3 Bassett Furniture retail store one or more products advertised with a discount.
4 Plaintiff seeks restitution and/or disgorgement for herself and for each of the
5 Class members. Additionally, Plaintiff, acting as a private attorney general, seeks
6 public injunctive relief to protect the general public by enjoining Bassett
7 Furniture from engaging in the unlawful false discount advertising scheme
8 alleged herein.

9 **II. THE PARTIES**

10 10. Plaintiff Barbara Rosing Hoke is a citizen and resident of the city of
11 Valley Glen, in Los Angeles County, California, and is an unsophisticated
12 consumer party. Ms. Hoke made a purchase from the company-owned Bassett
13 Furniture retail store at 6344 Topanga Canyon Boulevard, Suite 1060, Woodland
14 Hills, California 91367 and is a victim of Bassett Furniture’s false discount
15 advertising scheme.

16 11. Defendant Bassett Furniture Industries, Inc. is a corporation
17 organized under Virginia law with its principal place of business at 3525
18 Fairystone Park Highway, Bassett, Virginia 24055. Bassett Furniture Industries,
19 Inc. owns and operates the Bassett Furniture website, www.bassettfurniture.com,
20 as well as approximately 57 company-owned retail stores. Bassett Furniture
21 Industries, Inc. owned and operated the Woodland Hills, California store at which
22 Plaintiff purchased the sofas which are the subject of this Complaint (that store
23 has since been closed). Bassett Furniture Industries, Inc. currently owns and
24 operates one store in California. Bassett Furniture Industries, Inc. also is
25 responsible for the marketing and product pricing and advertising for 29 licensee-
26 owned Bassett Furniture stores nationwide, including 5 in California.

27 12. Defendant Bassett Direct NC, LLC is a limited liability company
28 formed in Virginia with the same principal place of business as Bassett Furniture

1 Industries, Inc. Bassett Direct NC, LLC is registered to do business in California
2 and is a wholly-owned retail subsidiary of Bassett Furniture Industries, Inc. Based
3 on counsel’s investigation, Bassett Direct NC, LLC has a role in the operations of
4 company-owned retail stores, including the (now closed) Woodland Hills,
5 California store.

6 13. For the purposes of this Complaint, Bassett Furniture Industries, Inc.
7 and Bassett Direct NC, LLC will collectively be referred to as “Bassett
8 Furniture.”

9 14. Bassett Furniture controls and dictates all the marketing strategies
10 (including the sale event advertising, reference prices, and “discounted” prices
11 that are the subject of this Complaint) in all Bassett Furniture stores, including
12 both the company-owned stores and the licensee-owned stores. The advertised
13 sales and pricing of products in the licensee-owned Bassett Furniture retail stores
14 are consistent with that in company-owned Bassett Furniture retail stores and with
15 that on the Bassett Furniture website. Bassett Furniture provides signage and
16 marketing materials to the licensee-owned Bassett Furniture retail stores and
17 Bassett Furniture receives significant revenues from the licensee-owned Bassett
18 Furniture retail stores.

19 **III. JURISDICTION AND VENUE**

20 15. **Subject Matter Jurisdiction.** This Court has original jurisdiction
21 over this action pursuant to 28 U.S.C. § 1332(d)(2) because the amount in
22 controversy, exclusive of interest and costs, exceeds \$5,000,000, and this is a
23 proposed class action in which there are members of the proposed Class who are
24 citizens of a state different from Bassett Furniture.

25 16. **Personal Jurisdiction.** This Court has personal jurisdiction over
26 Defendants because: (1) Defendant Bassett Direct NC, LLC is registered to do
27 business in California, (2) Defendants regularly conduct business in California
28 including via the retail website www.bassettfurniture.com and by operating 6

1 retail stores in California; (3) the claims alleged herein arise from Plaintiff's
2 purchase from Defendants' company-owned retail store in California; and/or
3 (4) Defendants have committed tortious acts within California or have committed
4 tortious acts outside California which had an impact within California (as alleged,
5 without limitation, throughout this Complaint). Defendants have sufficient
6 minimum contacts with California to render the exercise of jurisdiction by this
7 Court permissible.

8 17. **Venue.** Venue is proper under 28 U.S.C. §1391 because Plaintiff is a
9 California citizen who resides in this District (specifically, in Los Angeles
10 County) and a substantial portion of the transactions at issue occurred in Los
11 Angeles County, including that Plaintiff made her purchase from a company-
12 owned Bassett Furniture retail store in Los Angeles County. Plaintiff's
13 declaration establishing that this Court is a proper venue for this action is attached
14 hereto as **Exhibit A**.

15 **IV. BASSETT FURNITURE'S FALSE DISCOUNT ADVERTISING**
16 **SCHEME**

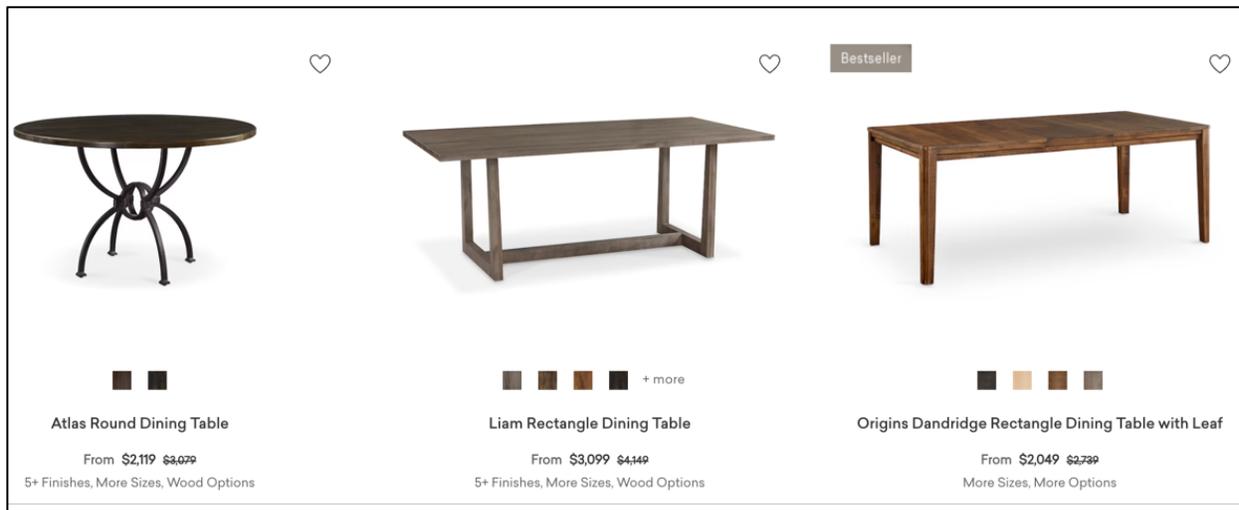
17 18. Bassett Furniture is a manufacturer, marketer, and retailer of ready-
18 to-order and customizable furniture, including sofas, sectionals, tables, and other
19 furniture products. Bassett Furniture owns and operates the
20 www.bassettfurniture.com website and approximately 57 company-owned
21 Bassett Furniture retail stores. Bassett Furniture is also responsible for the
22 marketing strategies, product pricing and advertising for 29 licensee-owned
23 Bassett Furniture retail stores nationwide. Approximately 75% of the products
24 offered by Bassett Furniture on its website and in its retail stores are
25 manufactured and assembled by Bassett Furniture in the United States. In this
26 Complaint, Bassett Furniture "retail stores" refers to and includes both company-
27 owned and licensee-owned stores. Bassett Furniture's products are primarily
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1 offered and sold by Bassett Furniture, with limited other availability through
2 retail partners.

3 19. For years, Bassett Furniture has engaged in a massive and consistent
4 false discount advertising scheme on its website and in its retail stores.
5 Specifically, Bassett Furniture advertises perpetual or near-perpetual discounts—
6 typically 20% to 30% off—on all of its products. These discounts are taken from
7 Bassett Furniture’s inflated and self-created strikethrough reference prices for its
8 products. Bassett Furniture represents these reference prices to be the regular and
9 normal former prices of the products. However, unbeknownst to its customers,
10 Bassett Furniture’s discounts are never-ending and the products are never or
11 almost never offered at the advertised reference price—and never in good faith.

12 20. Bassett Furniture aggressively advertises discounts throughout its
13 website. On its product list pages, Bassett Furniture typically advertises the
14 discounts by displaying a discounted selling price, next to a higher strikethrough
15 purported regular price (the reference price) (e.g., “\$2,119 ~~\$3,079~~”). For example,
16 see the screenshot below taken from the Bassett Furniture website on February
17 11, 2026 as part of counsel’s investigation.

Product List Page Displaying Discounted Bassett Furniture Dining Tables 02/11/2026



21. On the individual product page, Bassett Furniture displays the selling price next to the strikethrough reference price in the same manner, and indicates the percentage and dollars savings preceded by the words “You save” in red font to further indicate that the reference price was Bassett Furniture’s previous and regular selling price for the product (e.g., “\$2,119 ~~\$3,079~~ You save 31% (\$960)”). For example, see the screenshot below taken from the Bassett Furniture website on February 11, 2026 as part of counsel’s investigation.

Individual Product Page For Bassett Furniture’s Atlas Round Dining Table 02/11/2026



1 22. Bassett Furniture makes similar pricing and discount representations
2 in the online shopping cart and on the checkout page, where it displays the selling
3 price next to the strikethrough reference price (e.g., “\$2,119.00 ~~\$3,079.00~~”). The
4 checkout page additionally indicates the dollar-amount saved preceded by the
5 words “Total Savings” (e.g., “Total Savings: \$960.00”). For example, see the
6 screenshots below taken after the Atlas Round Dining Table was added to the
7 online shopping cart.

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Bassett Furniture Online Shopping Cart – 02/11/2026

In Your Cart ×

Atlas Round Dining Table



~~\$3,079.00~~
\$2,119.00

– 1 + [Remove](#)

Bassett Furniture Online Checkout – 02/11/2026

Order Summary 🛒

Product Subtotal	\$2,639.00
Delivery	Calculated Next
Sales Tax	Calculated Next
<hr/>	
Promotions	▼
Military & First Responder Discount	▼
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Estimated Total	\$2,418.00
Total Savings: \$960.00	

Items to ship by White Glove Delivery (1)



Atlas Round Dining Table

SKU 4021-K4807

Size 48" Round

Finish Dark Chestnut Maple

~~\$3,079.00~~
\$2,119.00

Total
\$2,119.00

Quantity 1

CLASS ACTION COMPLAINT

- 10 -

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1 23. Bassett Furniture intends that consumers interpret and understand the
2 strikethrough reference prices to stand for Bassett Furniture’s regular selling
3 prices for those products. Bassett Furniture intends that consumers understand the
4 reference price to reflect Bassett Furniture’s regular former price for the product.
5 Bassett Furniture intends that consumers understand the reference price to
6 represent the value of the product. Bassett Furniture intends that consumers
7 understand and believe that by purchasing the product that day, consumers will
8 enjoy an unusual and special bargain—specifically, that consumers will enjoy the
9 advertised dollars-off and percentage-off savings from the product’s regular price.

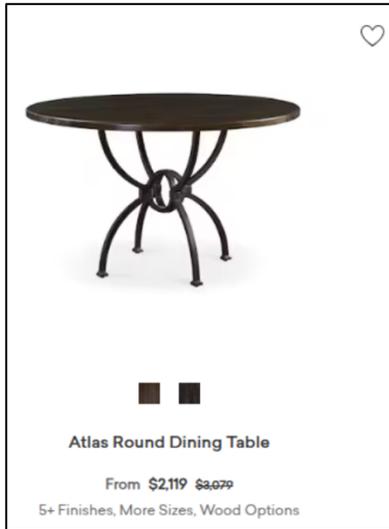
10 24. Counsel’s investigation has revealed that Bassett Furniture advertises
11 perpetual or near-perpetual discounts on all of its products, and these products are
12 never or almost never sold at their stated reference prices—and never in good
13 faith.

14 25. For example, according to counsel’s investigation and data, Bassett
15 Furniture has not sold the above shown Atlas Round Dining Table (the “Table”)
16 at its strikethrough reference price since at least November 7, 2025, when it was
17 offered on sale for \$2,119 from a strikethrough reference price of \$3,079.
18 Counsel’s investigation found that since at least November 7, 2025 through the
19 present day, Bassett Furniture has typically offered the Table for between \$2,119
20 to \$2,229. For example, see the screenshots below.

Bassett Furniture Perpetually Markets Its Products With False Discounts
Example: Atlas Round Dining Table

11/10/2025

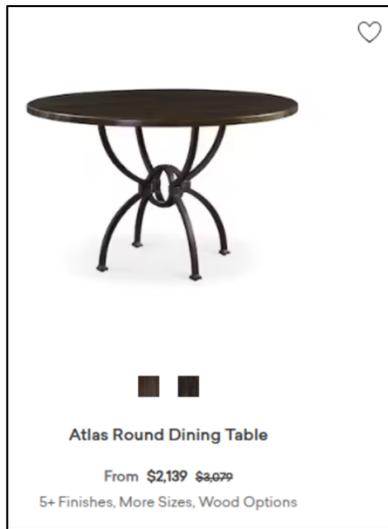
Selling Price: \$2,119
Reference Price: ~~\$3,079~~



Atlas Round Dining Table
From ~~\$2,119~~ ~~\$3,079~~
5+ Finishes, More Sizes, Wood Options

11/17/2025

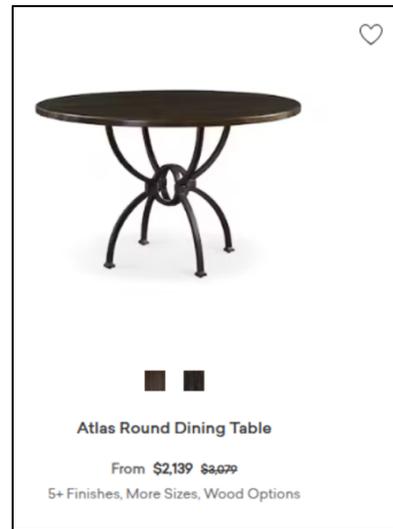
Selling Price: \$2,139
Reference Price: ~~\$3,079~~



Atlas Round Dining Table
From ~~\$2,139~~ ~~\$3,079~~
5+ Finishes, More Sizes, Wood Options

11/24/2025

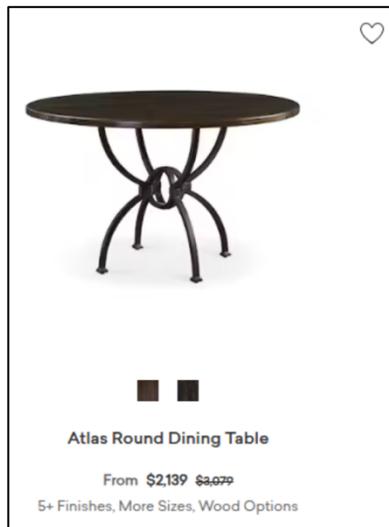
Selling Price: \$2,139
Reference Price: ~~\$3,079~~



Atlas Round Dining Table
From ~~\$2,139~~ ~~\$3,079~~
5+ Finishes, More Sizes, Wood Options

12/01/2025

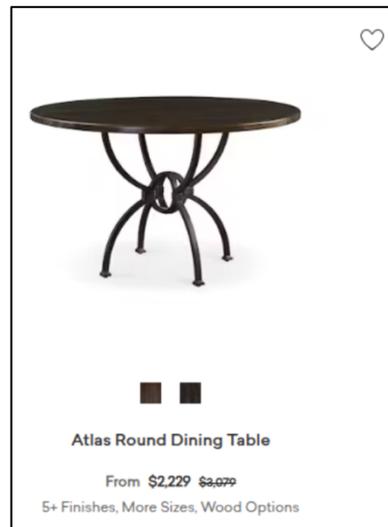
Selling Price: \$2,139
Reference Price: ~~\$3,079~~



Atlas Round Dining Table
From ~~\$2,139~~ ~~\$3,079~~
5+ Finishes, More Sizes, Wood Options

12/08/2025

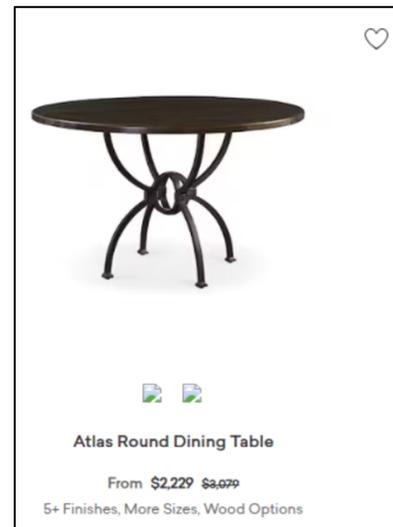
Selling Price: \$2,229
Reference Price: ~~\$3,079~~



Atlas Round Dining Table
From ~~\$2,229~~ ~~\$3,079~~
5+ Finishes, More Sizes, Wood Options

12/15/2025

Selling Price: \$2,229
Reference Price: ~~\$3,079~~



Atlas Round Dining Table
From ~~\$2,229~~ ~~\$3,079~~
5+ Finishes, More Sizes, Wood Options

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12/22/2025

Selling Price: \$2,229
Reference Price: ~~\$3,079~~



Atlas Round Dining Table

From ~~\$2,229~~ ~~\$3,079~~

5+ Finishes, More Sizes, Wood Options

12/29/2025

Selling Price: \$2,119
Reference Price: ~~\$3,079~~



Atlas Round Dining Table

From ~~\$2,119~~ ~~\$3,079~~

5+ Finishes, More Sizes, Wood Options

01/05/2026

Selling Price: \$2,229
Reference Price: ~~\$3,079~~



Atlas Round Dining Table

From ~~\$2,229~~ ~~\$3,079~~

5+ Finishes, More Sizes, Wood Options

01/12/2026

Selling Price: \$2,119
Reference Price: ~~\$3,079~~



Atlas Round Dining Table

From ~~\$2,119~~ ~~\$3,079~~

5+ Finishes, More Sizes, Wood Options

01/19/2026

Selling Price: \$2,119
Reference Price: ~~\$3,079~~



Atlas Round Dining Table

From ~~\$2,119~~ ~~\$3,079~~

5+ Finishes, More Sizes, Wood Options

01/26/2026

Selling Price: \$2,229
Reference Price: ~~\$3,079~~



Atlas Round Dining Table

From ~~\$2,229~~ ~~\$3,079~~

5+ Finishes, More Sizes, Wood Options

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26. Based on counsel’s investigation, and as the screenshots above demonstrate, Bassett Furniture invents its purported regular prices (the strikethrough reference prices) out of thin air. Bassett Furniture’s reference prices and advertised discounts have no basis or relationship to reality.

27. Bassett Furniture’s false discount advertising described above is typical and representative of the false discount advertising Bassett Furniture perpetrates on its website for all of its “discounted” products.

28. Bassett Furniture makes similar discount representations in its retail stores. For instance, Bassett Furniture frequently has “sale” signs at the entrance of its retail stores and placed around and on top of its products. These signs advertise purported sales and percentage-off discounts that are the same or substantially similar to the sales and percentage-off discounts offered on Bassett Furniture’s website.

29. For example, as the screenshot below reflects, on January 7, 2026, the Bassett Furniture website advertised a “Save 20%” sale with additional dollars-off savings for reaching certain minimum purchase thresholds. On that same day, Bassett Furniture retail stores advertised a “20% Off Furniture” sale

1 with the same additional dollars-off savings for reaching the same minimum
2 purchase thresholds, as reflected in the photo below taken as part of counsel's
3 investigation on January 7, 2026.

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2 **Same 20% Off Sale Both Online And In-Store On 01/07/2026**



1 30. For example, as the screenshot below reflects, on January 21, 2026,
2 the Bassett Furniture website advertised a “Save 25% on Furniture” sale. On that
3 same day, Bassett Furniture retail stores advertised a “25% Off Storewide” sale,
4 as reflected in the photo below taken as part of counsel’s investigation on January
5 21, 2026.

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Same 25% Off Sale Both Online And In-Store On 01/21/2026



1 31. In its retail stores, Bassett Furniture represents that these purported
2 discounts are taken from the original selling price of its items, which are listed on
3 the signage attached to the products. The sale events, reference prices, and
4 discounted prices advertised in-store are the same as those advertised on the
5 Bassett Furniture website. However, Bassett Furniture's discounts are never-
6 ending and false because Bassett Furniture never or almost never sells the items at
7 their reference prices.

8 **V. PLAINTIFF'S ALLEGATIONS ARE BASED ON HER COUNSEL'S**
9 **COMPREHENSIVE INVESTIGATION INTO BASSETT**
10 **FURNITURE'S PRACTICES**

11 32. Plaintiff's allegations concerning Bassett Furniture's false discount
12 advertising scheme are based on Plaintiff's counsel's comprehensive
13 investigation of Bassett Furniture's advertising and pricing practices both on its
14 website and in its retail stores.

15 33. Plaintiff's counsel has been monitoring and scraping the Bassett
16 Furniture website on an automated daily basis with a proprietary software
17 program since November 7, 2025. Counsel has compiled and extracted daily
18 pricing and marketing data from the website for most of the products Bassett
19 Furniture has offered on its website during this time. In total, counsel has
20 assembled and analyzed a historical database of daily prices and time-stamped
21 screenshots of over 104,000 daily offerings of approximately 1,532 products
22 during this more than four-month period.

23 34. Counsel's investigation and data shows that Bassett Furniture
24 advertises perpetual or near-perpetual discounts for all of its products, typically
25 ranging from 20% to 30% off every product.

26 35. The stated percentage-off and dollars-off discounts are false, and
27 Bassett Furniture's list prices to which the discounts are applied are false and
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1 inflated. Bassett Furniture has never or almost never offered any of its products at
2 the reference price without a discount—and never in good faith.

3 36. Additionally, counsel examined over one hundred archived
4 screenshots of the Bassett Furniture website on the Internet Archive’s Wayback
5 Machine going back to August 2023.² In every single screenshot that counsel
6 examined, virtually every product shown was displayed with a discount.

7 37. Counsel has also reviewed numerous customer receipts from Bassett
8 Furniture’s retail stores spanning back a period of more than nine years.

9 38. Based on this investigation, counsel determined that Bassett
10 Furniture’s false discount advertising scheme has been ongoing since at least
11 October 10, 2016 and likely earlier.

12 39. As a part of counsel’s investigation, counsel has made visits to the
13 company-owned Bassett Furniture retail store in Bellevue, Washington on a
14 weekly basis since October 29, 2025 through the present day. In the retail store,
15 counsel observed marketing signs around the store, on top of the furniture
16 products, and on the product price tags. On these signs, Bassett Furniture
17 advertised its products with purported percentage-off discounts.

18 40. On each visit, Plaintiff’s counsel compared the Bassett Furniture
19 retail store discounts (including the sale event advertising and the percentage-off
20 and pricing signage posted throughout the store) to the Bassett Furniture website
21 discounts and pricing. Plaintiff’s counsel found that Bassett Furniture’s website-
22 wide and store-wide sales events and advertised percentage-off discounts and
23 pricing have been and continue to be substantially the same both online and in-
24 store.

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26 _____
27 ² The Internet Archive is an internet library that archives webpages.
28 For more information, see <https://archive.org/about/>. Based on counsel’s
investigation, the webpages as archived on the Wayback Machine prior to August
2023 were missing product and pricing content.

1 41. Plaintiff’s investigation into Bassett Furniture’s false discount
2 advertising scheme is as thorough as possible under the circumstances. Thus,
3 Plaintiff’s allegations which are based on information and belief are permissible.
4 “Without an opportunity to conduct any discovery, [Plaintiff] cannot reasonably
5 be expected to have detailed personal knowledge of [Bassett Furniture’s] internal
6 pricing policies or procedures.” *Rubenstein v. Neiman Marcus Grp. LLC*, 687 F.
7 App’x 564, 568 (9th Cir. 2017). “Because [Plaintiff] need not specifically plead
8 facts to which she cannot ‘reasonably be expected to have access,’ her allegations
9 regarding the fictitious nature of the [reference] prices may properly be based on
10 personal information and belief at [the pleading] stage of the litigation.” *Id.* Here,
11 Plaintiff’s allegations are based not only on information and belief, but also on a
12 comprehensive investigation of Bassett Furniture’s historical website advertising
13 and of Bassett Furniture’s retail stores which was as thorough as possible under
14 the circumstances.

15 **VI. BASSETT FURNITURE’S FALSE DISCOUNT ADVERTISING**
16 **SCHEME HARMS CONSUMERS AND VIOLATES CALIFORNIA**
17 **LAW**

18 42. Bassett Furniture perpetrates this false discount advertising scheme
19 because it works—lying about discounts increases demand and increases Bassett
20 Furniture’s revenues and profits.

21 43. Indeed, decades of academic research has established that the use of
22 reference prices and discount advertising like that utilized by Bassett Furniture
23 materially impacts consumers’ behavior and induces them to purchase the
24 “discounted” products. A reference price (e.g., the strikethrough price advertised
25 by Bassett Furniture from which the advertised discounts and savings are
26 calculated) affects a consumer’s perception of the value of the transaction, the
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1 consumer's willingness to make the purchase, and the amount of money the
2 consumer is willing to pay for the product.³

3 44. When a reference price and corresponding discount is bona fide and
4 truthful, it may help consumers in making informed purchasing decisions. In
5 contrast, consumers are harmed when retailers, such as Bassett Furniture,
6 advertise their products with inflated false reference prices. The false reference
7 prices deceive consumers, deprive consumers of a fair opportunity to accurately
8 evaluate the offer, and result in purchasing decisions based on false pretenses.

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12 ³ See, e.g., Richard Staelin, Joel E. Urbany & Donald Ngwe, *Competition*
13 *and the Regulation of Fictitious Pricing*, 87 J. of Mktg. 826 (2023); Mark
14 Armstrong & Yongmin Chen, *Discount Pricing*, 58 Econ. Inquiry 1614 (2020);
15 Rajesh Chandrashekar & Dhruv Grewal, *Assimilation of Advertised Reference*
16 *Prices: The Moderating Role of Involvement*, 79 J. Retailing 53 (2003); Pilsik
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20 *Comparative Price Advertising: An Integrative Review*, 17 J. Pub. Pol'y & Mktg.
21 257 (1998); Larry D. Compeau, Dhruv Grewal & Rajesh Chandrashekar,
22 *Comparative Price Advertising: Believe It or Not*, 36 J. Consumer Aff. 284
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24 921 (2016); Dhruv Grewal & Larry D. Compeau, *Consumer Responses to Price*
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26 *Framework, and Avenues for Further Research*, in 3 Rev. of Mktg. Res. 109
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Krishnan, Sujay Dutta & Subhash Jha, *Effectiveness of Exaggerated Advertised*
Reference Prices: The Role of Decision Time Pressure, 89 J. Retailing 105
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Behavior, 21 J. of Retailing & Consumer Servs. 696 (2014); Bruce L. Alford &
Abhijit Biswas, *The Effects of Discount Level, Price Consciousness and Sale*
Proneness on Consumers' Price Perception and Behavioral Intention, 55 J. Bus.
Res. 775 (2002); and Tridib Mazumdar, S. P. Raj & Indrahit Sinha, *Reference*
Price Research: Review and Propositions, 69 J. Mktg. 84 (2005).

1 45. As a direct and proximate result of Bassett Furniture’s false
2 reference prices and false discounts, Plaintiff and Class members were harmed
3 and lost money or property.

4 46. First, Plaintiff and Class members were harmed because they would
5 not have purchased the products at the prices they paid had they known that the
6 discounts were fake and that the products had not in fact been regularly offered at
7 the higher reference price. *See Hinojos v. Kohl’s Corp.*, 718 F.3d 1098, 1107 (9th
8 Cir. 2013) (“[W]hen a consumer purchases merchandise on the basis of false
9 price information, and when the consumer alleges that he would not have made
10 the purchase but for the misrepresentation, he has standing to sue under the UCL
11 and FAL because he has suffered an economic injury.”).

12 47. Consumers who are presented with discounts are substantially more
13 likely to make the purchase. “Nearly all consumers (94%) search for a deal or
14 offer when shopping online,” “81% of [consumers] say finding a great offer or
15 discount is on their mind throughout the entire purchase journey,” and “two-thirds
16 of consumers have made a purchase they weren’t originally planning to make
17 solely based on finding a coupon or discount.” RetailMeNot Survey: Deals and
18 Promotional Offers Drive Incremental Purchases Online, Especially Among
19 Millennial Buyers (prnewswire.com).

20 48. Additionally, Bassett Furniture’s advertised limited-time sales events
21 created a false sense of urgency, which made consumers more likely to make a
22 purchase. Studies and articles have documented how limited-time sales induce
23 customers to purchase products. For example, a study regarding the effect of the
24 time-limited advertisement “10 Hours Only Super Sale” concluded that “[t]he
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1 willingness to buy was significantly higher” and “the attitude towards the deal
2 was more favourable.”⁴

3 49. Second, Plaintiff and Class members were harmed because they did
4 not receive the benefits of their bargains. Plaintiff and Class members did not
5 enjoy the actual discounts Bassett Furniture represented and promised to them.
6 Plaintiff and Class members did not receive products that were worth the inflated
7 amount that Bassett Furniture represented to them; the products did not regularly
8 sell for, and did not have a market value of, the fictitious reference price
9 advertised by Bassett Furniture. In fact, for every single product that Bassett
10 Furniture advertises with a discount, Bassett Furniture has never or almost never
11 offered the product at the reference price without a discount—and never in good
12 faith.

13 50. Bassett Furniture’s false discount advertising scheme is for all
14 intents and purposes identical to that which the FTC Pricing Guides describe as
15 false and misleading. *See* 16 C.F.R § 233.1 “Former Price Comparisons.” On
16 information and belief, on those rare occasions that Bassett Furniture offers its
17 products at the reference price, it does so in bad faith, solely for the purpose of
18 “establishing” its reference price to attempt to exculpate itself from legal liability
19 for its illegal false discount advertising scheme. It is Bassett Furniture’s intent to
20 sell few if any products at reference price, and in fact Bassett Furniture sells few
21 if any products at reference price.

22 51. Third, Plaintiff and Class members were harmed because they paid a
23 price premium due to illegitimately inflated demand resulting from Bassett
24 Furniture’s deceptive pricing scheme. Bassett Furniture’s false discount
25 advertising scheme artificially increased consumer demand for Bassett

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27 ⁴ Aggarwal, P., *Use it or lose it: Purchase acceleration effects of time-*
28 *limited promotions*, *Journal of Consumer Behaviour* (September 17, 2002) at
399–401.

1 Furniture’s products, which shifted the demand curve and allowed Bassett
2 Furniture to charge more for its products than it otherwise could have charged
3 (i.e., a price premium) absent the misrepresentations.

4 52. Bassett Furniture’s false discount advertising scheme enabled
5 Bassett Furniture to charge everyone more for all its products by artificially
6 stimulating demand based on false pretenses. *See, e.g.*, Richard Staelin, Joel E.
7 Urbany & Donald Ngwe, *Competition and the Regulation of Fictitious Pricing*,
8 87 J. of Mktg. 826, 836 (2023) (observing that “numerous empirical studies on
9 the effects of promotions” have shown that promotions cause an “outward shift”
10 in the demand curve (i.e., a price premium), which can be “substantial”). Without
11 the misrepresentations, Bassett Furniture would have had to charge less for its
12 products in order to enjoy the same level of demand.

13 53. In addition to harming consumers, the practice of employing false
14 reference prices and false discounts also negatively affects the integrity of
15 competition in retail markets. A retailer’s use of false reference prices and false
16 discounts constitutes an unfair method of competition and harms honest
17 competitors that sell the same or similar products, or otherwise compete in the
18 same market, using valid and accurate reference prices and true “sales.”
19 Businesses who play by the rules—and the investors in those businesses—are
20 penalized if the unlawful advertising practices of their competitors go unchecked.

21 54. Federal and state courts have articulated the abuses that flow from
22 false discount advertising practices like those perpetrated by Bassett Furniture.
23 For example, the Ninth Circuit explained: “Most consumers have, at some point,
24 purchased merchandise that was marketed as being ‘on sale’ because the
25 proffered discount seemed too good to pass up. Retailers, well aware of
26 consumers’ susceptibility to a bargain, therefore have an incentive to lie to their
27 customers by falsely claiming that their products have previously sold at a far
28 higher ‘original’ price in order to induce customers to purchase merchandise at a

1 purportedly marked-down ‘sale’ price.” *Hinojos v. Kohl’s Corp.*, 718 F.3d 1098,
2 1101 (9th Cir. 2013).

3 55. The California Court of Appeal has likewise recognized the
4 importance of California’s false discount advertising statutes in protecting
5 consumers: “Our Legislature has adopted multiple statutes that specifically
6 prohibit the use of deceptive former price information and misleading statements
7 regarding the amount of a price reduction. ... These statutes make clear that ...
8 our Legislature has concluded ‘reasonable people can and do attach importance to
9 [a product’s reference price] in their purchasing decisions.’” *Hansen v.*
10 *Newegg.com Americas, Inc.*, 25 Cal. App. 5th 714, 730 (2018) (quoting *Kwikset*
11 *Corp. v. Superior Ct.*, 51 Cal. 4th 310, 333 (2011)).

12 56. California law prohibits false discount advertising practices such as
13 those perpetrated by Bassett Furniture.

14 57. California’s Consumers Legal Remedies Act (CLRA) prohibits
15 “advertising goods or services with the intent not to sell them as advertised,” and
16 specifically prohibits “[m]aking false or misleading statements of fact concerning
17 reasons for, existence of, or amounts of, price reductions.” Cal. Civ.
18 Code § 1770(a)(9), (13).

19 58. California’s False Advertising Law (FAL) prohibits businesses from
20 making statements they know or should know to be untrue or misleading. Cal.
21 Bus. & Prof. Code § 17500. This includes statements falsely indicating that a
22 product is on sale, when it actually is not. Moreover, the FAL specifically
23 provides that “[n]o price shall be advertised as a former price ... unless the
24 alleged former price was the prevailing market price ... within three months next
25 immediately preceding [the advertisement] or unless the date when the alleged
26 former price did prevail is clearly, exactly and conspicuously stated in the
27 advertisement.” Cal. Bus. & Prof. Code § 17501.

1 59. Finally, California’s Unfair Competition Law broadly bans all
2 unlawful, unfair, and deceptive business practices. Cal. Bus. & Prof. Code §
3 17200.

4 60. In addition, the Federal Trade Commission’s (“FTC”) regulations
5 prohibit false or misleading “former price comparisons.” 16 C.F.R § 233.1. For
6 example, an advertised former price is false when it is “an artificial, inflated price
7 [that] was established for the purpose of enabling the subsequent offer of a large
8 reduction—the ‘bargain’ being advertised is a false one; the purchaser is not
9 receiving the unusual value he expects.” 16 C.F.R § 233.1(a).

10 61. A UCL claim may also be predicated on a violation of this FTC
11 regulation under the UCL’s “unlawful” prong. *Rubenstein v. Neiman Marcus*
12 *Grp. LLC*, 687 F. App’x 564, 567 (9th Cir. 2017).

13 62. As alleged in detail above, Bassett Furniture’s advertised reference
14 prices and discounts violate California law because, based on the investigation of
15 Plaintiff’s counsel, Bassett Furniture’s advertised reference prices are inflated and
16 fictitious, and Bassett Furniture’s advertised percentage-off and dollars-off
17 discounts are false. Bassett Furniture advertises perpetual discounts for its
18 products and almost never offers its products at their advertised reference price.

19 63. Additionally, because Bassett Furniture advertises perpetual
20 discounts of between 20% to 30% off, its advertised former prices were not the
21 prevailing market price in the three months immediately preceding the
22 advertisement. *See* Cal. Bus. & Prof. Code § 17500. This is true for the products
23 sold exclusively on the Bassett Furniture website and in Bassett Furniture retail
24 stores because Bassett Furniture’s own selling prices determine the prevailing
25 market price. *People v. Superior Ct. (J.C. Penney Corp.)*, 34 Cal. App. 5th 376,
26 409 (2019). This is also true for the products also sold elsewhere “because in
27 competitive markets, the actual prices offered by vendors selling the same item
28 tend to converge on the market price.” *Id.* at 416–17.

1 64. Because Bassett Furniture’s advertised former prices are always
2 significantly higher than its actual former prices for the products, those advertised
3 former prices were not the prevailing market prices during the requisite three-
4 month period. *See id.* at 417.

5 65. The false reference price and false discount representations by
6 Bassett Furniture were material to the decisions of consumers to purchase each
7 product. Because of the false reference price and false discount representations,
8 consumers reasonably believed they would be receiving significant savings if
9 they purchased these products, and consumers purchased these products on the
10 basis of these representations in order to enjoy the purported discounts.

11 66. Bassett Furniture’s false discount advertising is so pervasive across
12 all its products and all its advertising that it is apparent that the heart of Bassett
13 Furniture’s marketing plan is to deceive the public.

14 67. Bassett Furniture’s intent is to deceive consumers into believing that
15 its products are worth, and have a market value equal to, the inflated reference
16 price (the strikethrough reference price), and that the lower advertised actual price
17 represents a special bargain.

18 68. The false or misleading nature of Bassett Furniture’s reference prices
19 and discounts was, at all relevant times, masked or concealed such that an
20 ordinary consumer exercising reasonable care under all circumstances would not
21 have known or discovered their false or misleading nature.

22 69. As a direct and proximate result of Bassett Furniture’s acts and
23 omissions, all consumers who have purchased a product from Bassett Furniture
24 that was advertised with a reference price or purported discount have been
25 harmed and have lost money or property.

26 70. Bassett Furniture continues to advertise false reference prices, false
27 discounts, and false limited-time savings to this day. There is no reason to believe
28 that Bassett Furniture will voluntarily and permanently cease its unlawful

1 practices. Moreover, in the unlikely event that Bassett Furniture were to cease its
2 unlawful practices, Bassett Furniture can and is likely to recommence these
3 unlawful practices.

4 71. In acting toward consumers and the general public in the manner
5 alleged herein, Bassett Furniture acted with and was guilty of malice, fraud, and
6 oppression and acted in a manner with a strong and negative impact upon
7 Plaintiff, the Class, and the public.

8 **VII. PLAINTIFF BARBARA ROSING HOKE'S PURCHASE**

9 72. Plaintiff Barbara Rosing Hoke is, and at all relevant times has been,
10 a citizen and resident of the city of Valley Glen, in Los Angeles County,
11 California.

12 73. Ms. Hoke is a victim of Bassett Furniture's false discount advertising
13 scheme.

14 74. As detailed above, Bassett Furniture's false discounting practices
15 have been ongoing since at least October 10, 2016. During this time, Ms. Hoke
16 purchased products from a Bassett Furniture retail store that were advertised with
17 false reference prices and false discounts.

18 75. For example, on October 17, 2022, Ms. Hoke visited the company-
19 owned Bassett Furniture retail store at 6344 Topanga Canyon Boulevard, Suite
20 1060, Woodland Hills, California 91367 to shop for furniture.

21 76. While shopping in the Bassett Furniture retail store, Ms. Hoke
22 viewed pricing and discount representations similar to those described and
23 presented in detail above.

24 77. The products Ms. Hoke viewed included showroom models of the
25 Great Room Sofa (Item No. C000-82SF) and the Petite Sofa (Item No. C000-
26 32SF).

1 78. In the store, Bassett Furniture represented to Ms. Hoke (both via
2 pricing signage and via its staff) that the sofas were on sale at significant
3 discounts.

4 79. Based on Bassett Furniture’s representations, Ms. Hoke believed she
5 needed to act fast and purchase the Great Room Sofa and Petite Sofa now before
6 they returned to their higher purported original prices.

7 80. Relying on Bassett Furniture’s representations of receiving special
8 and significant discounts for the Great Room Sofa and Petite Sofa, Ms. Hoke
9 selected her desired fabric for the Great Room Sofa and the Petite Sofa. The
10 Bassett salesperson told Ms. Hoke that on the Great Room Sofa with the fabric
11 she selected, she would be enjoying a \$485 savings from the sofa’s regular price
12 of \$3,529, resulting in a special sale price of \$3,044. The salesperson told Ms.
13 Hoke that on the Petite Sofa with the fabric she selected, she would be enjoying a
14 \$634 savings from the sofa’s regular price of \$3,279, resulting in a special sale
15 price of \$2,645. Based on these representations of special savings and on the
16 represented regular prices and value of the sofas, Ms. Hoke purchased the sofas.

17 81. Relying on Bassett Furniture’s representations, Ms. Hoke reasonably
18 believed that the Great Room Sofa and Petite Sofa were normally offered and
19 sold by Bassett Furniture at their higher stated and advertised original prices. Ms.
20 Hoke reasonably believed that the Great Room Sofa and Petite Sofa were worth,
21 and had the values of, the higher stated original prices. Ms. Hoke reasonably
22 believed that the advertised “sale” prices represented special bargains, where
23 Bassett Furniture was temporarily offering the Great Room Sofa and Petite Sofa
24 at significant discounts from their original and normal selling prices.

25 82. However, Bassett Furniture’s representations and advertised
26 discounts were false and deceptive. In reality, and unbeknownst to Ms. Hoke,
27 Bassett Furniture had virtually never offered the Great Room Sofa and Petite Sofa
28 at the higher purported original prices in its retail stores—just as Bassett Furniture

1 had virtually never offered any of the hundreds of other products in its retail
2 stores and on its website at their advertised reference prices.

3 83. Given counsel’s comprehensive investigation which documented and
4 confirmed Bassett Furniture’s false discount advertising scheme over multiple
5 years (as described in this Complaint), it is reasonable to infer for pleading
6 purposes—and will be proven at trial after discovery—that Bassett Furniture
7 virtually never offered the Great Room Sofa and Petite Sofa at their purported
8 original prices at any time prior to or after Ms. Hoke’s purchase on October 17,
9 2022.

10 84. The advertised original prices were not Bassett Furniture’s regular
11 offering prices for the Great Room Sofa and Petite Sofa and did not reflect the
12 market values of the Great Room Sofa and Petite Sofa. Ms. Hoke did not receive
13 the advertised and promised savings from the true original prices of the Great
14 Room Sofa and Petite Sofa.

15 85. Bassett Furniture’s advertised original prices and discounts for the
16 Great Room Sofa and Petite Sofa were material misrepresentations and
17 inducements to Ms. Hoke’s purchase.

18 86. Ms. Hoke reasonably relied on Bassett Furniture’s material
19 misrepresentations. If Ms. Hoke had known the truth, she would not have
20 purchased the Great Room Sofa and Petite Sofa at the prices she paid.

21 87. As a direct and proximate result of Bassett Furniture’s acts and
22 omissions, Ms. Hoke was harmed, suffered an injury-in-fact, and lost money or
23 property.

24 88. When Ms. Hoke shopped at Bassett Furniture, she had no suspicion
25 that Bassett Furniture’s advertised reference prices and discounts were false.
26 Bassett Furniture gave Ms. Hoke no reason to be suspicious. Ms. Hoke first
27 learned of Bassett Furniture’s false discount advertising scheme in February 2026
28 when her attorneys told her about Bassett Furniture’s unlawful conduct and

1 informed her that she was a victim of the scheme. Prior to this, Ms. Hoke did not
2 know or suspect that Bassett Furniture was engaging in a false discount
3 advertising scheme or that she had been a victim of the scheme.

4 89. Ms. Hoke has a legal right to rely now, and in the future, on the
5 truthfulness and accuracy of Bassett Furniture’s representations regarding the
6 advertised reference prices and discounts for its products.

7 90. Ms. Hoke faces an imminent threat of future harm. Ms. Hoke would
8 purchase from Bassett Furniture again in the future if she could have confidence
9 regarding the truth about Bassett Furniture’s price and discount representations.
10 But without an injunction, Ms. Hoke has no realistic way of knowing which, if
11 any, of Bassett Furniture’s reference prices, discounts, and sales are true.

12 91. Ms. Hoke will be harmed if, in the future, she is left to guess as to
13 whether Bassett Furniture is providing a legitimate sale or not, and whether its
14 products are actually worth the amount that Bassett Furniture is representing.

15 92. If Ms. Hoke were to purchase again from Bassett Furniture without
16 Bassett Furniture having changed its unlawful and deceptive conduct alleged
17 herein, Ms. Hoke would be harmed on an ongoing basis and/or would be harmed
18 once or more in the future.

19 93. The deceptive practices and policies alleged herein, and experienced
20 directly by Ms. Hoke, are not limited to any single product or group of products.
21 Rather, Bassett Furniture’s deceptive discount advertising practices were, and
22 continue to be, systematic and pervasive across all of Bassett Furniture’s
23 products.

1 **VIII. CLASS ALLEGATIONS**

2 94. Plaintiff brings this class action lawsuit on behalf of herself and the
3 members of the following class (the “Class”):

4 **All persons in California who, within the applicable**
5 **limitations period, purchased from the Bassett Furniture**
6 **website or any Bassett Furniture retail store, one or more**
7 **products advertised at a discount.**

8 95. Specifically excluded from the Class are Bassett Furniture and any
9 entities in which Bassett Furniture has a controlling interest, Bassett Furniture’s
10 agents and employees, the bench officers to whom this civil action is assigned,
11 and the members of each bench officer’s staff and immediate family.

12 96. **Application of the Discovery Rule.** This Court should apply the
13 discovery rule to extend any applicable limitations period and corresponding class
14 period to the date on which Bassett Furniture first engaged in its unlawful false
15 discount advertising practices. Based on counsel’s investigation, Bassett
16 Furniture’s false discount advertising practices have been ongoing since at least
17 October 10, 2016, and likely began much earlier. However, without discovery,
18 Plaintiff cannot determine the earliest date Bassett Furniture first began
19 advertising false discounts for its products.

20 97. The discovery rule “postpones accrual of a cause of action until the
21 plaintiff discovers, or has reason to discover, the cause of action.” *E-Fab, Inc. v.*
22 *Accts., Inc. Servs.*, 153 Cal. App. 4th 1308, 1318 (2007). Plaintiff and the
23 members of the Class did not know, and could not have reasonably known, about
24 Bassett Furniture’s unlawful conduct.

25 98. When Plaintiff shopped at Bassett Furniture, she had no suspicion
26 that Bassett Furniture’s advertised reference prices and discounts were false.
27 Bassett Furniture gave Plaintiff no reason to be suspicious. Plaintiff first learned
28 of Bassett Furniture’s false discount advertising scheme in February 2026 when
her attorneys told her about Bassett Furniture’s unlawful conduct and informed

1 her that she was a victim of the scheme. Prior to this, Plaintiff did not know or
2 suspect—and had no reason to suspect—that Bassett Furniture was engaging in a
3 false discount advertising scheme or that she had been a victim of the scheme. *See*
4 *Esgate v. Home Depot U.S.A., Inc.*, No. 6:24-CV-01806-MTK, 2025 WL
5 1207217, at *7–*8 (D. Or. Apr. 24, 2025) (holding that the plaintiff’s claims did
6 not begin to accrue under the discovery rule until the date his lawyers informed
7 him that he was likely a victim of the defendant’s false discount advertising
8 scheme).

9 99. Likewise, Class members would not have known or suspected that
10 Bassett Furniture was engaging in this deceptive pricing scheme. Reasonable
11 consumers presume that retailers are not engaging in unlawful conduct.
12 Reasonable consumers would have believed that Bassett Furniture’s pricing and
13 discount representations were true.

14 100. Reasonable consumers would have believed that Bassett Furniture’s
15 reference prices: (1) represented Bassett Furniture’s regular and normal prices
16 that consumers had to pay for the products; (2) represented Bassett Furniture’s
17 recent former prices for the products (that is, the prices at which the products
18 were regularly offered for sale); and (3) represented Bassett Furniture’s prices
19 that consumers would have to pay for the products when the sale ended.

20 101. Reasonable consumers would have believed that Bassett Furniture’s
21 advertised discounts represented a reduction from the regular and recent former
22 prices of the products in the amounts advertised.

23 102. Moreover, Plaintiff and the Class could not have, with the exercise
24 of reasonable diligence, discovered Bassett Furniture’s false discount advertising
25 scheme because, by design, its very nature is hidden and impossible for a
26 reasonable consumer to discover—especially regarding products that are
27 purchased infrequently such as furniture.

1 103. “The only way for a person to know that [a retailer’s] advertised
2 discounts were false is for the person to know [the retailer’s] true historical
3 selling prices for the products he or she purchased.” *Clark v. Eddie Bauer LLC*,
4 No. 2:20-CV-01106-RAJ, 2025 WL 814924, at *3 (W.D. Wash. Mar. 12, 2025).
5 Consumers who shopped at Bassett Furniture would have had no way to know,
6 with the exercise of reasonable diligence, the true daily price histories and past
7 selling prices for the products they viewed and purchased. Consumers would have
8 had no way to know, with the exercise of reasonable diligence, that Bassett
9 Furniture’s stated regular prices (i.e., the advertised strikethrough reference
10 prices) were fictitious and inflated and that the advertised percentage-off and
11 dollars-off savings were false.

12 104. Plaintiff’s counsel only found evidence for Bassett Furniture’s
13 deceptive pricing scheme by conducting an extensive investigation that no
14 reasonable person would conduct.

15 105. **Numerosity.** The number of members of the Class are so numerous
16 that joinder of all members would be impracticable. Plaintiff does not know the
17 exact number of Class members prior to discovery. However, based on
18 information and belief, the Class comprises thousands of individuals. The exact
19 number and identities of Class members are contained in Bassett Furniture’s
20 records and can be easily ascertained from those records.

21 106. **Commonality and Predominance.** This action involves multiple
22 common legal or factual questions which are capable of generating classwide
23 answers that will drive the resolution of this case. These common questions
24 predominate over any questions affecting individual Class members, if any. These
25 common questions include, but are not limited to, the following:

26 a. Whether the alleged conduct of Bassett Furniture violates the
27 California Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.*;

1 b. Whether the alleged conduct of Bassett Furniture violates the
2 California False Advertising Law, California Business & Professions Code §
3 17500 *et seq.*;

4 c. Whether the alleged conduct of Bassett Furniture violates the
5 California Unfair Competition Law, California Business & Professions Code §
6 17200 *et seq.*;

7 d. Whether the alleged conduct of Bassett Furniture violates
8 16 C.F.R § 233.1 *et seq.*;

9 e. Whether Plaintiff and the Class have suffered injury and have
10 lost money or property as a result of Bassett Furniture’s unlawful conduct; and

11 f. Whether Bassett Furniture should be enjoined from engaging
12 in the unlawful conduct alleged herein.

13 107. **Typicality.** Plaintiff’s claims are typical of Class members’ claims.
14 Plaintiff and Class members all sustained injury as a direct result of Bassett
15 Furniture’s standard practices and schemes, bring the same claims, and face the
16 same potential defenses.

17 108. **Adequacy.** Plaintiff and her counsel will fairly and adequately
18 protect Class members’ interests. Plaintiff has no interests antagonistic to Class
19 members’ interests and is committed to representing the best interests of the Class
20 members. Moreover, Plaintiff has retained counsel with considerable experience
21 and success in prosecuting complex class action and consumer protection cases.

22 109. **Superiority.** A class action is superior to all other available methods
23 for fairly and efficiently adjudicating this controversy. Each Class member’s
24 interests are small compared to the burden and expense required to litigate each of
25 his or her claims individually, so it would be impractical and would not make
26 economic sense for Class members to seek individual redress for Bassett
27 Furniture’s conduct. Individual litigation would add administrative burden on the
28 courts, increasing the delay and expense to all parties and to the court system.

1 Individual litigation would also create the potential for inconsistent or
2 contradictory judgments regarding the same uniform conduct. A single
3 adjudication would create economies of scale and comprehensive supervision by
4 a single judge. Moreover, Plaintiff does not anticipate any difficulties in
5 managing a class action trial.

6 110. By its conduct and omissions alleged herein, Bassett Furniture has
7 acted and refused to act on grounds that apply generally to the Class members,
8 such that declaratory relief is appropriate respecting the Class as a whole.

9 111. Bassett Furniture is primarily engaged in the business of selling
10 goods. Each cause of action brought by Plaintiff against Bassett Furniture in this
11 Complaint arises from and is limited to statements or conduct by Bassett
12 Furniture that consist of representations of fact about Bassett Furniture's business
13 operations or goods that are or were made for the purpose of obtaining approval
14 for, promoting, or securing sales of or commercial transactions in, Bassett
15 Furniture's goods; or the statements are or were made in the course of delivering
16 Bassett Furniture's goods. Each cause of action brought by Plaintiff against
17 Bassett Furniture in this Complaint arises from and is limited to statements or
18 conduct by Bassett Furniture for which the intended audience is an actual or
19 potential customer, or a person likely to repeat the statements to, or otherwise
20 influence, an actual or potential customer.

21 **CAUSES OF ACTION**

22 **COUNT I**

23 **Violation of the Consumers Legal Remedies Act ("CLRA")**

24 **California Civil Code § 1750 *et seq.***

25 112. Plaintiff realleges and incorporates by reference all paragraphs
26 previously alleged herein.

1 113. Plaintiff brings this claim in her individual capacity, in her capacity
2 as a private attorney general seeking the imposition of public injunctive relief to
3 protect the general public, and as a representative of the Class.

4 114. Bassett Furniture’s products are “goods” as defined by California
5 Civil Code § 1761(a).

6 115. Bassett Furniture is a “person,” as defined by Cal. Civ. Code §
7 1761(c).

8 116. Plaintiff and Class members are each “consumers,” as defined by
9 Cal. Civ. Code §1761(d).

10 117. Plaintiff and Class members purchased Bassett Furniture’s products
11 for personal, family, and/or household purposes, as meant by Cal. Civ. Code §
12 1761(d).

13 118. Plaintiff’s and Class members’ purchases from Bassett Furniture
14 each constitutes a “transaction,” as defined by Cal. Civ. Code § 1761(e).

15 119. Venue is proper under Cal. Civil Code § 1780(d) because Plaintiff
16 resides in Los Angeles County and a substantial portion of the transactions at
17 issue occurred in Los Angeles County, including that Plaintiff made her purchase
18 therein. Plaintiff’s declaration establishing that this Court is a proper venue for
19 this action is attached hereto as **Exhibit A**.

20 120. The unlawful methods, acts or practices alleged herein to have been
21 undertaken by Bassett Furniture were all committed intentionally and knowingly.
22 The unlawful methods, acts or practices alleged herein to have been undertaken
23 by Bassett Furniture did not result from a bona fide error notwithstanding the use
24 of reasonable procedures adopted to avoid such error.

25 121. Bassett Furniture’s conduct alleged herein has violated the CLRA in
26 multiple respects, including, but not limited to, the following:

27 a. Bassett Furniture represented that its products had
28 characteristics that they did not have (Cal. Civ. Code § 1770(a)(5));

1 b. Bassett Furniture advertised its products with an intent not to
2 sell them as advertised (Cal. Civ. Code § 1770(a)(9));

3 c. Bassett Furniture made false or misleading statements of fact
4 concerning reasons for, existence of, or amounts of, price reductions (Cal. Civ.
5 Code § 1770(a)(13)); and

6 d. Bassett Furniture misrepresented that its products were
7 supplied in accordance with previous representations when they were not (Cal.
8 Civ. Code § 1770(a)(16)).

9 122. With respect to any omissions, Bassett Furniture at all relevant times
10 had a duty to disclose the information in question because, inter alia: (a) Bassett
11 Furniture had exclusive knowledge of material information that was not known to
12 Plaintiff and Class members; (b) Bassett Furniture concealed material information
13 from Plaintiff and Class members; and (c) Bassett Furniture made partial
14 representations which were false and misleading absent the omitted information.

15 123. Bassett Furniture intentionally deceived Plaintiff and the Class, and
16 continues to deceive the public, by advertising false discounts and false reference
17 prices and deceptive purported sales events.

18 124. Bassett Furniture's misrepresentations deceive and have a tendency
19 to deceive the reasonable consumer and the general public.

20 125. Bassett Furniture's misrepresentations are material, in that a
21 reasonable person would attach importance to the information and would be
22 induced to act on the information in making purchase decisions.

23 126. As a direct, substantial, and/or proximate result of Bassett
24 Furniture's unlawful conduct, Plaintiff and Class members were harmed, suffered
25 injury-in-fact, and lost money or property.

26 127. Plaintiff and Class members reasonably relied on Bassett Furniture's
27 material misrepresentations, and would not have purchased Bassett Furniture's
28 products at the prices that they paid had they known the truth.

1 128. Additionally, Bassett Furniture’s advertised limited-time discounts
2 for its products were false and induced customers to purchase the products
3 immediately before they supposedly returned to their (fictitious) reference prices.

4 129. Plaintiff and Class members did not receive the benefits of their
5 bargains. Plaintiff and Class members did not enjoy the actual discounts that
6 Bassett Furniture represented and promised to them. Plaintiff and Class members
7 did not receive products that were worth the inflated amount that Bassett
8 Furniture represented to them; the products did not regularly sell for, and were
9 not actually worth, the fictitious strikethrough reference price advertised by
10 Bassett Furniture.

11 130. By its conduct and omissions alleged herein, Bassett Furniture
12 caused the demand for its products to be artificially increased and caused all
13 customers, including Plaintiff and Class members, to pay price premiums to
14 Bassett Furniture. Put differently, as a result of its misrepresentations, Bassett
15 Furniture has been able to charge a price premium for its products that it would
16 not be able to charge absent the misrepresentations. Without the
17 misrepresentations, Bassett Furniture would have had to charge less for its
18 products in order to enjoy the same level of demand.

19 131. **Permanent public injunctive relief.** Plaintiff, acting as a private
20 attorney general, seeks public injunctive relief under the CLRA to protect the
21 general public from Bassett Furniture’s false advertisements, misrepresentations,
22 and omissions.

23 132. Bassett Furniture’s misconduct, which affects and harms the general
24 public, is ongoing in part or in whole and even if such conduct were to cease, it is
25 behavior that is capable of repetition or re-occurrence by Bassett Furniture absent
26 a permanent public injunction. Accordingly, Plaintiff seeks an order enjoining
27 Bassett Furniture from committing the unlawful practices alleged herein.
28

1 133. The balance of the equities favors the entry of permanent public
2 injunctive relief against Bassett Furniture. Plaintiff, the members of the Class,
3 honest competing businesses, and the general public will be irreparably harmed
4 from Bassett Furniture’s ongoing false advertising absent the entry of permanent
5 public injunctive relief against Bassett Furniture.

6 134. Plaintiff lacks an adequate remedy at law to prevent Bassett
7 Furniture from engaging in the unlawful practices alleged herein. Plaintiff would
8 purchase products from Bassett Furniture again if she could have confidence
9 regarding the truth of Bassett Furniture’s prices and the value of its products.
10 Plaintiff will be harmed if, in the future, she is left to guess as to whether Bassett
11 Furniture is providing a legitimate sale or not, and whether Bassett Furniture’s
12 products are actually worth the amount that Bassett Furniture is representing.

13 135. Monetary damages are not an adequate remedy at law for future
14 harm. *Clark v. Eddie Bauer LLC*, 2024 WL 177755, at *3 (9th Cir. Jan. 17, 2024).
15 Monetary damages are inadequate for future harm for the following reasons,
16 without limitation: First, damages will not prevent Bassett Furniture from
17 engaging in its unlawful conduct. Second, damages for future harm cannot be
18 calculated with certainty and thus cannot be awarded. For example, it is
19 impossible to know what products Plaintiff may want or need in the future. Third,
20 injunctive relief is necessary (and monetary damages do not provide a plain,
21 adequate and complete remedy) because, without forward-looking injunctive
22 relief enjoining the unlawful practices, the courts may be flooded with future
23 lawsuits by Class members, Plaintiff, and the general public for future violations
24 of the law by Bassett Furniture.

25 136. In accordance with California Civil Code § 1782(a), Plaintiff,
26 through counsel, will be serving Bassett Furniture with notice of its CLRA
27 violations. If Bassett Furniture fails to provide appropriate relief for its CLRA
28 violations within 30 days of its receipt of Plaintiff’s notice letter, Plaintiff will

1 amend this complaint to seek compensatory and exemplary damages as permitted
2 by Cal. Civ. Code §§ 1780 and 1782(b), along with attorneys' fees and costs.

3 **COUNT II**

4 **Violation of California's False Advertising Law ("FAL")**
5 **California Business & Professions Code § 17500 *et seq.***

6 137. Plaintiff realleges and incorporates by reference all paragraphs
7 previously alleged herein.

8 138. Plaintiff brings this claim in her individual capacity, in her capacity
9 as a private attorney general seeking the imposition of public injunctive relief,
10 and as a representative of the Class.

11 139. Bassett Furniture has engaged in false or misleading advertising in
12 violation of California Business & Professions Code § 17500, *et seq.*, also known
13 as California's False Advertising Law ("FAL").

14 140. Bassett Furniture has advertised discounts and reference prices that
15 are false, misleading, and have a capacity, likelihood or tendency to deceive
16 reasonable consumers. *See, e.g., Kasky*, 27 Cal.4th at 951 (UCL and FAL prohibit
17 "not only advertising which is false, but also advertising which, although true, is
18 either actually misleading or which has a capacity, likelihood or tendency to
19 deceive or confuse the public" (citation omitted)); *Hansen v. Newegg.com*
20 *Americas, Inc.*, 25 Cal. App. 5th 714, 722 (2018) (same).

21 141. Additionally, Bassett Furniture has violated, and continues to violate,
22 section 17501 of the Business and Professions Code by advertising former prices
23 that were not true former prices and were not the prevailing market price in the
24 three months immediately preceding the advertisement. Nor do Bassett
25 Furniture's former price advertisements state clearly, exactly, and conspicuously
26 when, if ever, the former prices prevailed.

27 142. With respect to omissions, Bassett Furniture at all relevant times had
28 a duty to disclose the information in question because, inter alia: (a) Bassett

1 Furniture had exclusive knowledge of material information that was not known to
2 Plaintiff and Class members; (b) Bassett Furniture concealed material information
3 from Plaintiff and Class members; and (c) Bassett Furniture made partial
4 representations which were false or misleading absent the omitted information.

5 143. Bassett Furniture committed such violations of the FAL with actual
6 knowledge that its advertising was untrue or misleading, or Bassett Furniture, in
7 the exercise of reasonable care, should have known that its advertising was untrue
8 or misleading.

9 144. Bassett Furniture's misrepresentations and nondisclosures deceive
10 and have a tendency to deceive the general public.

11 145. Bassett Furniture's misrepresentations and nondisclosures are
12 material, in that a reasonable person would attach importance to the information
13 and would be induced to act on the information in making purchase decisions.

14 146. As a direct and proximate result of Bassett Furniture's violations of
15 the FAL, Plaintiff and Class members were harmed, suffered injury-in-fact, and
16 lost money or property.

17 147. Plaintiff and Class members reasonably relied on Bassett Furniture's
18 material misrepresentations, and would not have purchased Bassett Furniture's
19 products at the prices that they paid had they known the truth.

20 148. Additionally, Bassett Furniture's advertised limited-time discounts
21 for its products were false and induced customers to purchase the products
22 immediately before they supposedly returned to their (fictitious) reference prices.

23 149. Plaintiff and Class members did not receive the benefits of their
24 bargains. Plaintiff and Class members did not enjoy the actual discounts that
25 Bassett Furniture represented and promised to them. Plaintiff and Class members
26 did not receive products that were worth the inflated amount that Bassett
27 Furniture represented to them; the products did not regularly sell for, and were
28

1 not actually worth, the fictitious and invented reference prices advertised by
2 Bassett Furniture.

3 150. By its conduct and omissions alleged herein, Bassett Furniture
4 caused the demand for its products to be artificially increased and caused all
5 customers, including Plaintiff and Class members, to pay price premiums to
6 Bassett Furniture. Put differently, as a result of its misrepresentations, Bassett
7 Furniture has been able to charge a price premium for its products that it would
8 not be able to charge absent the misrepresentations. Without the
9 misrepresentations, Bassett Furniture would have had to charge less for its
10 products in order to enjoy the same level of demand.

11 151. By its conduct and omissions alleged herein, Bassett Furniture
12 received more money from Plaintiff and Class members than it should have
13 received. Bassett Furniture should be ordered to disgorge or make restitution of
14 all monies improperly accepted, received, or retained.

15 152. Plaintiff seeks an order granting restitution to Plaintiff and Class
16 members in an amount to be proven at trial. Plaintiff further seeks an award of
17 attorneys' fees and costs under Cal. Code Civ. Proc. § 1021.5.

18 153. **Permanent public injunctive relief.** Plaintiff, acting as a private
19 attorney general, seeks public injunctive relief under the FAL to protect the
20 general public from Bassett Furniture's false advertisements, misrepresentations,
21 and omissions.

22 154. Bassett Furniture's misconduct which affects and harms the general
23 public is ongoing in part or in whole and even if such conduct were to cease, it is
24 behavior that is capable of repetition or re-occurrence by Bassett Furniture absent
25 a permanent public injunction. Accordingly, Plaintiff seeks an order enjoining
26 Bassett Furniture from committing the unlawful practices alleged herein.

27 155. The balance of the equities favors the entry of permanent public
28 injunctive relief against Bassett Furniture. Plaintiff, the members of the Class,

1 honest competing businesses, and the general public will be irreparably harmed
2 from Bassett Furniture’s ongoing false advertising absent the entry of permanent
3 public injunctive relief against Bassett Furniture.

4 156. Plaintiff lacks an adequate remedy at law to prevent Bassett
5 Furniture from engaging in the unlawful practices alleged herein, as stated in
6 Count I above.

7 157. Monetary damages are not an adequate remedy at law for future
8 harm, as stated in Count I above.

9 **COUNT III**

10 **Violation of California’s Unfair Competition Law (“UCL”)**

11 **California Business & Professions Code § 17200 *et seq.***

12 158. Plaintiff realleges and incorporates by reference all paragraphs
13 previously alleged herein.

14 159. Plaintiff brings this claim in her individual capacity, in her capacity
15 as a private attorney general seeking the imposition of public injunctive relief,
16 and as a representative of the Class.

17 160. California Business & Professions Code § 17200, *et seq.*, also known
18 as California’s Unfair Competition Law (“UCL”), prohibits any unfair, unlawful,
19 or fraudulent business practice.

20 161. **“Unlawful” Prong.** Bassett Furniture has violated the UCL by
21 engaging in the following unlawful business acts and practices:

22 a. Making material misrepresentations in violation of Cal. Civ.
23 Code §§ 1770(a)(5), (9), (13), and (16) (the CLRA);

24 b. Making material misrepresentations and omissions in violation
25 of Cal. Bus. & Prof. Code § 17500 *et seq.* (the FAL);

26 c. Engaging in deceit in violation of Cal Civ. Code §§ 1709–
27 1710; and
28

1 d. Employing deceptive discount price advertisements as
2 identified by 16 C.F.R § 233.1 *et seq.*

3 162. **“Unfair” and “Fraudulent” Prongs.** Bassett Furniture has violated
4 the UCL by engaging in the following unfair and/or fraudulent business acts and
5 practices:

6 a. Advertising false reference prices;

7 b. Advertising false discounts, including stated percentage-off
8 and dollars-off discounts; and

9 c. Advertising false “limited-time” sales and discounts.

10 163. With respect to omissions, Bassett Furniture at all relevant times had
11 a duty to disclose the information in question because, inter alia: (a) Bassett
12 Furniture had exclusive knowledge of material information that was not known to
13 Plaintiff and Class members; (b) Bassett Furniture concealed material information
14 from Plaintiff and Class members; and (c) Bassett Furniture made partial
15 representations which were false and misleading absent the omitted information.

16 164. Bassett Furniture’s misrepresentations and nondisclosures deceive
17 and have a tendency to deceive the general public.

18 165. Bassett Furniture’s misrepresentations and nondisclosures are
19 material, in that a reasonable person would attach importance to the information
20 and would be induced to act on the information in making purchase decisions.

21 166. As a direct and proximate result of Bassett Furniture’s violations of
22 the UCL, Plaintiff and Class members were harmed, suffered injury-in-fact, and
23 lost money or property.

24 167. Plaintiff and Class members reasonably relied on Bassett Furniture’s
25 material misrepresentations, and would not have purchased Bassett Furniture’s
26 products at the prices that they paid had they known the truth.

1 168. Additionally, Bassett Furniture’s advertised limited-time discounts
2 for its products were false and induced customers to purchase the products
3 immediately before they supposedly returned to their (fictitious) reference prices.

4 169. Plaintiff and Class members did not receive the benefits of their
5 bargains. Plaintiff and Class members did not enjoy the actual discounts that
6 Bassett Furniture represented and promised to them. Plaintiff and Class members
7 did not receive products that were worth the inflated amount that Bassett
8 Furniture represented to them; the products did not regularly sell for, and were
9 not actually worth, the fictitious reference price advertised by Bassett Furniture.

10 170. By its conduct and omissions alleged herein, Bassett Furniture
11 caused the demand for its products to be artificially increased and caused all
12 customers, including Plaintiff and Class members, to pay price premiums to
13 Bassett Furniture. Put differently, as a result of its misrepresentations, Bassett
14 Furniture has been able to charge a price premium for its products that it would
15 not be able to charge absent the misrepresentations. Without the
16 misrepresentations, Bassett Furniture would have had to charge less for its
17 products in order to enjoy the same level of demand.

18 171. By its conduct and omissions alleged herein, Bassett Furniture
19 received more money from Plaintiff and Class members than it should have
20 received. Bassett Furniture should be ordered to disgorge or make restitution of
21 all monies improperly accepted, received, or retained.

22 172. Bassett Furniture’s conduct and omissions alleged herein are
23 immoral, unethical, oppressive, unscrupulous, unconscionable, and/or
24 substantially injurious to Plaintiff and Class members. Perpetrating a years-long
25 scheme of misleading and overcharging customers is immoral, unethical, and
26 unscrupulous. Moreover, Bassett Furniture’s conduct is oppressive and
27 substantially injurious to consumers. There is no utility to Bassett Furniture’s
28 conduct, and even if there were any utility, it would be significantly outweighed

1 by the gravity of the harm to consumers caused by Bassett Furniture’s conduct
2 alleged herein.

3 173. Plaintiff seeks an order granting restitution to Plaintiff and Class
4 members in an amount to be proven at trial. Plaintiff further seeks an award of
5 attorneys’ fees and costs under Cal. Code Civ. Proc. § 1021.5.

6 174. **Permanent public injunctive relief.** Plaintiff, acting as a private
7 attorney general, seeks public injunctive relief under the UCL to protect the
8 general public from Bassett Furniture’s false advertisements, misrepresentations,
9 and omissions.

10 175. Bassett Furniture’s misconduct which affects and harms the general
11 public is ongoing in part or in whole and even if such conduct were to cease, it is
12 behavior that is capable of repetition or re-occurrence by Bassett Furniture absent
13 a permanent public injunction. Accordingly, Plaintiff seeks an order enjoining
14 Bassett Furniture from committing the unlawful practices alleged herein.

15 176. The balance of the equities favors the entry of permanent public
16 injunctive relief against Bassett Furniture. Plaintiff, the members of the Class,
17 honest competing businesses, and the general public will be irreparably harmed
18 from Bassett Furniture’s ongoing false advertising absent the entry of permanent
19 public injunctive relief against Bassett Furniture.

20 177. Plaintiff lacks an adequate remedy at law to prevent Bassett
21 Furniture from engaging in the unlawful practices alleged herein, as stated in
22 Count I above.

23 178. Monetary damages are not an adequate remedy at law for future
24 harm, as stated in Count I above.

PRAYER FOR RELIEF

1
2 Plaintiff Barbara Rosing Hoke, on behalf of herself and the proposed Class,
3 requests that the Court order relief and enter judgment against Defendants Bassett
4 Furniture Industries, Inc., and Bassett Direct NC, LLC as follows:

5 1. Declare this action to be a proper class action, certify the proposed
6 Class, and appoint Plaintiff and her counsel to represent the Class;

7 2. Order that the discovery rule applies to extend any applicable
8 limitations period and the corresponding class period back to the date Bassett
9 Furniture first engaged in the unlawful conduct alleged herein (which based on
10 counsel’s investigation, is at least October 10, 2016, and is likely earlier);

11 3. Declare that Bassett Furniture’s conduct alleged herein violates the
12 CLRA, FAL, and UCL;

13 4. Order disgorgement and/or restitution, including, without limitation,
14 disgorgement of all revenues, profits and/or unjust enrichment that Bassett
15 Furniture obtained, directly or indirectly, from Plaintiff and Class members as a
16 result of the unlawful conduct alleged herein;

17 5. Permanently enjoin Bassett Furniture from engaging in the unlawful
18 conduct alleged herein;

19 6. Order that Bassett Furniture maintain the following records for at
20 least two years for each daily product offering on its retail website and in its retail
21 stores from the date of each advertisement and/or offer for sale of the product, for
22 auditing purposes to ensure compliance with the ordered public injunctive relief:

23 (1) the advertised reference price for each product; (2) the offer price and/or net
24 selling price of each product; and (3) any discount or free offer that was
25 advertised and/or applicable to each product;

26 7. Retain jurisdiction to monitor Bassett Furniture’s compliance with
27 the permanent public injunctive relief requested hereinabove;

1 8. Order Bassett Furniture to pay attorneys' fees, costs, and pre-
2 judgment and post-judgment interest to the extent allowed by law; and

3 9. Grant such other relief as this Court deems just and proper.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiff demands a trial by jury on all issues so triable.

6
7 Date: February 26, 2026.

8
9
10 Presented by:

11 HATTIS LUKACS & CORRINGTON

12 By: 

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