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19 **SUPERIOR COURT OF CALIFORNIA**
20 **COUNTY OF SAN DIEGO**

21 MIGUEL OLMEDO, and SIOBHAN)
22 MORROW on behalf of themselves and all)
23 others similarly situated,)

24 Plaintiffs,)

25 vs.)

26 TOMMY HILFIGER WHOLESAL, INC., a)
27 California corporation,)

28 Defendant.)

ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

04/18/2018 at 05:01:00 PM

Clerk of the Superior Court
By Georgia Dixon-Cosby, Deputy Clerk

Case No: 37-2018-00019565-CU-MC-CTL

CLASS ACTION

[E-FILE]

1. Violation of California's Unfair Competition Laws ("UCL"); California Business & Professions Code Sections 17200, *et seq.*
2. Violation of California's False Advertising Laws ("FAL"); California Business & Professions Code Sections 17500, *et seq.*
3. Violations of California Consumer Legal Remedies Act ("CLRA"); Civ. Code § 1750, *et seq.*

1 Plaintiffs SIOBHAN MORROW and MIGUEL OLMEDO (collectively “Plaintiffs”) bring this
2 action on behalf of themselves and all others similarly situated against Defendant TOMMY HILFIGER
3 WHOLESALE, INC. (“Defendant”) and state:

4 NATURE OF THE CASE

5 1. This is a class action regarding Defendant’s misleading advertisement of false price
6 discounts from its regularly priced merchandise and corresponding phantom savings on clothing,
7 accessories, and other fashion apparel sold in their “outlet,” “factory,” or “company” stores.

8 2. During the Class Period (defined below), Defendant continually advertised its
9 merchandise as on sale or discounted from an original or market price (hereinafter the “Reference
10 Price”). Defendant would compare the advertised Reference Price to a substantially lower “sale” or
11 “discounted” price (hereinafter the “Sale Price”). Defendant advertised the difference between the
12 Reference Price and Sale Price as a savings discount the consumer would enjoy by purchasing
13 Defendant’s merchandise. The advertised discounts, however, were nothing more than phantom
14 markdowns because the Reference Price was an artificially inflated number and was never the original or
15 market price for the merchandise sold in Defendant’s outlet stores. Additionally, Defendant did not sell
16 its products at the advertised Reference Prices within the three months immediately preceding the
17 publication of the Sale Prices, as required by California law.

18 3. Defendant conveys its deceptive pricing scheme to consumers through promotional
19 materials, in-store displays, print advertisements and price tags and related in-store signage.

20 4. By way of example, at Defendant’s outlet stores in California, Defendant’s prominently
21 advertise false Reference Prices and false savings discounts through in-store signage and merchandise
22 price tags. *See* Exhibit “A,” Price tag advertising a “Reference Price” of \$49.50; in-store signage
23 advertising 40% off.

24 5. Defendant sells its own, exclusive Tommy Hilfiger products, specifically and exclusively
25 designed merchandise for sale at their outlet, factory and company stores. The only original price for the
26 products sold at Defendant’s outlet, factory and company stores is the price Defendant sets at these
27 stores. Defendant’s merchandise is never sold at the Reference Price listed on the price tag at any store,
28 including Defendant’s outlet stores.

1 because Plaintiff Morrow resides in this County, the acts and transactions giving rise to her cause of
2 action occurred in this County, and Defendant has accepted credit cards for the transaction of business
3 throughout California, including the County of San Diego, which has caused both obligations of liability
4 of Defendant to arise in the County of San Diego.

5 11. The amount in controversy exceeds the jurisdictional minimum of this Court.

6 **PARTIES**

7 **Plaintiffs**

8 12. SIOBHAN MORROW resides in San Diego, California. Plaintiff Morrow visited a
9 Tommy Hilfiger outlet store located in San Ysidro, California on November 13, 2015, and, in reliance on
10 Defendant's false and deceptive advertising, marketing, and "discount" pricing scheme, purchased a
11 black men's Nantucket tee shirt (SKU No. 468851501099) for \$16.99, and a black tommy knit polo shirt
12 (SKU No. 471916300575) for approximately \$29.70, totaling for both \$46.69 (\$50.43 with tax).
13 Defendant, through price tags and related in-store signage, advertised the black tee shirt as having a
14 Reference Price of approximately \$27.00 to \$29.00 and the black polo shirt as having a Reference Price
15 of approximately \$49.50. Both shirts, through price tags and related in-store signage, were advertised as
16 being on sale with a Sale Price of approximately 40% off of the listed Reference Prices. These products,
17 however, were never offered for sale at their Reference Prices in Defendant's outlet stores, nor were they
18 offered for sale at their advertised Reference Prices within the 90-day time period immediately preceding
19 Plaintiff Morrow's purchase anywhere within the relevant market. At all times during the 90 days
20 preceding Ms. Morrow's purchase, the shirts were offered for sale at a substantial discount from their
21 advertised "Reference Prices".

22 13. Ms. Morrow believed the higher Reference Prices represented by the shirts' advertised
23 Reference Price was an actual and legitimate price at which Defendant had previously sold the shirts.
24 Had she known the Reference Prices were fictitious and that Defendant never sold the items at those
25 prices, she would not have purchased the shirts or would have paid less for each item.

26 14. Miguel Olmedo resides in Simi Valley, California. In reliance on Defendant's false and
27 deceptive advertising, marketing, and "discount" pricing scheme, he purchased a Tommy Hilfiger, Polo
28 style, "Jerome" short-sleeve, knit, collared shirt. Mr. Olmedo paid approximately \$32.99 for the shirt at a

1 Tommy Hilfiger outlet store located at 100 Citadel Drive, Suite 519, Commerce, California, 90040.
2 Defendant, through price tags and related in-store signage, advertised the shirt as having a Reference
3 Price of approximately \$49.99, on the shirt's price tag, similar to the price tag depicted in Exhibit "A".
4 Defendant advertised the shirt at a Sale Price of 40% off and/or \$29.99. This shirt, however, was never
5 offered for sale at the Reference Price in Defendant's outlet stores, nor was it offered for sale at its
6 advertised Reference Price within the 90-day time period immediately preceding Plaintiff Olmedo's
7 purchase anywhere within the relevant market. At all times during the 90 days preceding Mr. Olmedo's
8 purchase, the shirt was offered for sale at a substantial discount from the advertised "Reference Price".

9 **Defendant**

10 15. Plaintiffs are informed and believe, and upon such information and belief alleges,
11 Defendant Tommy Hilfiger Wholesale, Inc., is a California corporation with its principal executive
12 offices in New York, New York. Defendant operates Tommy Hilfiger outlet stores as well as the
13 usa.tommy.com website, and advertises, markets, distributes, and/or sells clothing, accessories, and other
14 fashion apparel in California and throughout the United States. Plaintiffs believe Tommy Hilfiger retail
15 outlet stores carry specially designed merchandise that is sold exclusively at Defendant's outlet stores.

16 **FACTUAL BACKGROUND**

17 16. The advertised Reference Prices for the items purchased by Plaintiffs were false because
18 Defendant never sold those items at their advertised Reference Prices, and the prevailing retail prices for
19 those items during the three months immediately prior to Plaintiffs' purchases were not Defendant's
20 advertised Reference Prices. Defendant holds the Reference Price out as the original or former price for
21 its merchandise. The Reference Price is the price listed on what appears to be the original price tag
22 affixed to the new merchandise. By listing this false "Reference Price" on the price tag, Defendant
23 misleads consumers into believing that the "Reference Price" is a former price at which the merchandise
24 was once offered for sale.

25 17. The "Sale Price" is the price at which the merchandise is actually sold in outlet stores and
26 in the relevant market. Defendant advertised Sale Prices for the items purchased by Plaintiffs were the
27 products' actual "original" or "market" prices, and the discounts advertised by Defendants were a false,
28 non-existent savings percentage.

1 18. Plaintiffs believed Defendant's advertised Former and Sale Prices were accurate
2 representations regarding the value of Defendant's products and the savings related to Plaintiffs'
3 purchasing decisions. Plaintiffs would not have purchased the products, or would not have paid the full
4 Sale Price they did, if they had known they were not truly receiving the savings off a true Reference
5 Price (or former or original price), as Defendant led them to believe.

6 19. Defendant's pricing scheme creates an artificial and exaggerated market price for their
7 products. Consumers, including Plaintiffs have been damaged in the amount of the difference between
8 the false market price that is created by Defendant's improper pricing scheme and the actual market price
9 of the items purchased absent the effects of that scheme.

10 20. Tommy Hilfiger's outlet stores sell goods that are specifically produced for outlet malls.
11 Tommy Hilfiger's outlet stores "carry specially designed merchandise that is sold at a lower price point
12 than merchandise sold in [their] specialty stores." PVH Corp., Annual Report (Form 10-K), at 5 (Mar.
13 25, 2016). Contrast these product markets from one where the same exact merchandise is sold
14 concurrently in both its regular retail stores and its retail outlet stores in the same capacity of quality.
15 Thus, because Tommy Hilfiger's retail outlet stores sell merchandise separate and apart from the
16 merchandise sold at their regular retail stores, there is no other "market price" for the products being sold
17 other than the price set at Defendant's Tommy Hilfiger retail outlet stores.

18 21. The merchandise offered for sale at Tommy Hilfiger outlet stores is continuously
19 discounted. The merchandise is not offered for sale at the Reference Price. By way of example, each item
20 is priced with a false, "Reference Price" listed on the product's price tag. The Reference Price is intended
21 to communicate to consumers that the item being offered for sale at one time was offered at this
22 exaggerated, "Reference Price". However, as Plaintiffs' counsel's investigation revealed, all items sold at
23 the outlet store were only offered for sale at the substantially discounted "Sale Price" – at all times,
24 including from November 29, 2017 through the present. *See* Exhibit "B", index of Plaintiff's Counsel's
25 investigation into Defendant's pricing practices.

26 22. Defendant knows their comparative price advertising is false, deceptive, misleading and
27 unlawful under California law.

28 23. Defendant fraudulently concealed from and intentionally failed to disclose to Plaintiffs

1 and other members of the proposed class the truth about the advertised Reference and Sale Prices.

2 24. At all relevant times, Defendant has been under a duty to Plaintiffs and the proposed class
3 to disclose the truth about the false discounts.

4 25. Plaintiffs relied upon Defendant's artificially inflated Reference Prices and false discounts
5 when purchasing the items described herein. Plaintiffs would not have made such purchases but for
6 Defendant's representations of fabricated "Reference" prices and false pricing discounts.

7 26. Plaintiffs and the Class reasonably and justifiably acted and relied on the substantial price
8 differences that Defendant advertised, and made purchases believing that they were receiving a
9 substantial discount on an item of greater value than it actually was. Plaintiffs, like other class members,
10 relied on, and were damaged by Defendant's fraudulent and deceptive pricing scheme.

11 27. Defendant intentionally concealed and failed to disclose material facts regarding the truth
12 about their false former price advertising in order to induce Plaintiffs and the proposed class to purchase
13 Tommy Hilfiger branded products in their retail outlet stores.

14 **CLASS ALLEGATIONS**

15 28. Plaintiffs bring this action on behalf of themselves and all other similarly situated Class
16 members pursuant to Code of Civil Procedure section 382, which Class is defined as follows:

17 All California residents who, within the applicable statute of limitations and going
18 forward from the date of filing this Complaint ("Class Period"), purchased any product
19 bearing a False Reference Price at one of Tommy Hilfiger's outlet or factory stores
located in the State of California.

20 29. Excluded from the Classes are Defendant, as well as its officers, employees, agents or
21 affiliates, and any judge who presides over this action, as well as all past and present employees, officers
22 and directors of Defendant. Plaintiffs reserve the right to expand, limit, modify, or amend this class
23 definition, including the addition of one or more subclasses, in connection with their motion for class
24 certification, or at any other time, based upon, *inter alia*, changing circumstances and/or new facts
25 obtained during discovery.

26 30. The members of this Class are so numerous that joinder of all members is impractical.
27 While the exact number of Class members is unknown to Plaintiff at this time, such information can be
28 ascertained through appropriate discovery from records obtained from Defendant and its agents.

1 31. A class action is superior to other available methods for the fair and efficient
2 adjudication of this controversy because the likelihood of individual Class members prosecuting separate
3 claims is remote and individual Class members do not have a significant interest in individually
4 controlling the prosecution of separate actions.

5 32. The disposition of Plaintiffs' and Class Members' claims through the class action
6 device will provide substantial judicial economy and benefits both the parties and the Court. Further, the
7 statutory damages for which the individual class members are entitled are relatively small and the burden
8 and expense of individual litigation makes it substantially difficult and unlikely that Class Members will
9 individually seek redress of Defendant's wrongs. Without the class action procedural device, Defendant's
10 unlawful conduct will continue unabated.

11 33. This action will promote an orderly and expeditious adjudication of the Class claims,
12 and will promote and foster the uniformity of decision.

13 34. The Class is ascertainable and there is a well-defined community of interest among the
14 members of the Class because common questions of law and fact predominate, Plaintiffs' claims are
15 typical of the members of the Class, and Plaintiffs can fairly and adequately represent the interests of the
16 Class.

17 35. The common questions of law and fact, which arise from Defendant's uniform pattern
18 and practice of prohibited conduct, predominate over any individual issues affecting the members of the
19 Class. Thus, among the questions of law and fact common to the Class are as follows:

- 20 a. Whether, during the Class Period, Defendant used false "Reference" or "original"
21 price labels and falsely advertised price discounts on their Tommy Hilfiger
22 branded products sold in their outlet, factory or company stores;
- 23 b. Whether, during the Class Period, the "Reference" or "original" prices advertised
24 by Defendant were the prevailing market prices for the respective Tommy Hilfiger
25 branded products during the three months period preceding the dissemination
26 and/or publication of the advertised "original" or "Reference" prices;
- 27 c. Whether Defendant's alleged conduct constitutes violations of the laws asserted
28 herein;

- 1 d. Whether Defendant engaged in unfair, unlawful and/or fraudulent business
2 practices under the laws asserted;
- 3 e. Whether Defendant engaged in false or misleading advertising;
- 4 f. Whether Plaintiffs and Class members are entitled to damages and/or restitution
5 and the proper measure of that loss; and
- 6 g. Whether an injunction is necessary to prevent Defendant from continuing to use
7 false, misleading or illegal price comparisons.

8 36. **Typicality:** Plaintiffs' claims are typical of the claims of the members of the Classes
9 because, *inter alia*, all Class members purchased products advertised with a false Reference Price and a
10 fictitious discount from Defendant.

11 37. **Adequacy:** Plaintiffs will fairly and adequately protect the interests of the members of the
12 Class. Plaintiffs have retained counsel experienced in complex consumer class action litigation, and
13 Plaintiffs intend to prosecute this action vigorously. Plaintiffs have no antagonistic or adverse interest to
14 those of the Class.

15 38. The nature of this action and the nature of laws available to Plaintiffs and the Class make
16 the use of the class action format a particularly efficient and appropriate procedure to afford relief to
17 Plaintiffs and the class for the wrongs alleged. The damages and other financial detriment suffered by
18 individual Class members is relatively modest compared to the burden and expense that would be
19 entailed by individual litigation of their claims against Defendant. It would thus be virtually impossible
20 for Plaintiffs and Class members, on an individual basis, to obtain effective redress for the wrongs done
21 to them. Absent the class action, Class members and the general public would not likely recover, or
22 would not likely have the chance to recover, damages or restitution, and Defendant would be permitted to
23 retain the proceeds of their fraudulent and deceptive misdeeds.

24 39. All Class members, including Plaintiffs, were exposed to one or more of Defendant's
25 misrepresentations or omissions of material fact regarding the existence and amount of Reference Prices
26 and advertised sales discounts. Due to the scope and extent of Defendant's consistent false discount
27 price advertising scheme, disseminated in a years-long campaign to California consumers via a number
28 of different platforms—price tags and related in-store signage, in-store displays, print advertisements,

1 etc.—it reasonably can be inferred that such misrepresentations or omissions of material fact were
2 uniformly made to all members of the Classes. In addition, it reasonably can be presumed that all Class
3 members, including, Plaintiffs, affirmatively acted in response to the representations and omissions
4 contained in Defendant’s false advertising scheme when purchasing Tommy Hilfiger branded
5 merchandise at Defendant’s outlet, factory and company stores.

6 40. Upon information and belief, Defendant keeps extensive computerized records of its
7 customers through, customer loyalty program(s) and general marketing programs. Defendant has one or
8 more databases through which a significant majority of Class members may be identified and
9 ascertained, and they maintain contact information, including email and home addresses, through which
10 notice of this action could be disseminated in accordance with due process requirements.

11 **CAUSES OF ACTION**

12 **FIRST CAUSE OF ACTION**

13 **Violation Unfair Competition Law**
14 **Business and Professions Code § 17200 et seq.**

15 41. Plaintiffs repeat and re-allege the allegations contained in every preceding paragraph as if
16 fully set forth herein.

17 42. The UCL defines unfair business competition to include any “unlawful, unfair or
18 fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading” advertising. Cal.
19 Bus. Prof. Code § 17200.

20 43. The UCL imposes strict liability. Plaintiffs need not prove that Defendant intentionally or
21 negligently engaged in unlawful, unfair, or fraudulent business practices – but only that such practices
22 occurred.

23 44. A business act or practice is “unfair” under the UCL if it offends an established public
24 policy or is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers, and
25 that unfairness is determined by weighing the reasons, justifications and motives of the practice against
26 the gravity of the harm to the alleged victims.

27 45. Defendant’s actions constitute “unfair” business acts or practices because, as alleged
28 above, Defendant engaged in misleading and deceptive price comparison advertising that represented

1 false “reference” prices and “sale” prices that were nothing more than fabricated “regular” prices with
2 phantom markdowns. Defendant’s acts and practices offended an established public policy and reflect
3 immoral, unethical, oppressive, and unscrupulous activities that are substantially injurious to consumers.

4 46. The harm to Plaintiffs and Class members outweighs the utility of Defendant’s practices.
5 There were reasonably available alternatives to further Defendant’s legitimate business interests, other
6 than the misleading and deceptive conduct described herein.

7 47. A business act or practice is “fraudulent” under the UCL if it is likely to deceive members
8 of the consuming public.

9 48. Defendant’s acts and practices alleged above have deceived Plaintiffs and are highly
10 likely to deceive members of the consuming public. Plaintiffs relied on Defendant’s fraudulent and
11 deceptive representations and omissions regarding its false Reference Prices and the corresponding sales
12 discounts for the Tommy Hilfiger branded merchandise that Defendant sells at its outlet stores. These
13 misrepresentations and omissions played a substantial role in Plaintiffs’ decisions and that of the
14 proposed class to purchase the products at steep discounts, and Plaintiffs would not have purchased
15 Defendant’s products without Defendant’s misrepresentations.

16 49. A business act or practice is “unlawful” under the UCL if it violates any other law or
17 regulation. Defendant’s conduct alleged herein is unlawful under the UCL because it violates the FTCA,
18 California’s false advertising law, and the Consumers Legal Remedies Act.

19 50. The FTCA prohibits “unfair or deceptive acts or practices in or affecting commerce” (15
20 U.S.C. § 45(a)(1)) and prohibits the dissemination of any false advertisements (15 U.S.C. § 52(a)).
21 Under the FTC, false former pricing schemes, similar to the ones implemented by Defendant, are
22 described as deceptive practices that would violate the FTCA:

23 (a) One of the most commonly used forms of bargain advertising is to offer a reduction
24 from the advertiser’s own former price for an article. If the former price is the actual,
25 bona fide price at which the article was offered to the public on a regular basis for a
26 reasonably substantial period of time, it provides a legitimate basis for the advertising of a
27 price comparison. Where the former price is genuine, the bargain being advertised is a
28 true one. If, on the other hand, the former price being advertised is not bona fide but
fictitious – for example, where an article price, inflated price was established for the
purpose of enabling the subsequent offer of a large reduction – the “bargain” being
advertised is a false one; the purchaser is not receiving the unusual value he expects.

1 (b) A former price is not necessarily fictitious merely because no sales at the advertised
2 price were made. The advertiser should be especially careful, however, in such a case,
3 that the price is one at which the product was openly and actively offered for sale, for a
4 reasonably substantial period of time, in the recent, regular course of her business,
honestly and in good faith – and, of course, not for the purpose of establishing a fictitious
higher price on which a deceptive comparison might be based.

5 51. California law also expressly prohibits false former pricing schemes. Cal. Bus. & Prof.
6 Code §17501, entitled “*Value determinations; Former price advertisement,*” states:

7 For the purpose of this article the worth or value of any thing advertised is the prevailing
8 market price, wholesale if the offer is at wholesale, retail if the offer is at retail, at the time
9 of publication of such advertisement in the locality wherein the advertisement is
published.

10 **No price shall be advertised as a former price of any advertised thing, unless the**
11 **alleged former price was the prevailing market price as above defined within three**
12 **months next immediately preceding the publication of the advertisement** or unless the
date when the alleged former price did prevail is clearly, exactly and conspicuously stated
in the advertisement. [Emphasis added.]

13 52. As detailed in Plaintiffs’ Third Cause of Action below, the Consumers Legal Remedies
14 Act (CLRA), Cal. Civ. Code § 1770(a)(9), prohibits a business from “[a]dvertising goods or services
15 with intent not to sell them as advertised,” and subsection (a)(13) prohibits a business from “[m]aking
16 false or misleading statements of fact concerning reasons for, existence of, or amounts of price
17 reductions.” Because Defendant’s conduct violates the CLRA, it also violates the unlawful prong of the
18 UCL.

19 53. Defendant’s practices, as set forth above, have misled Plaintiffs, the proposed classes, and
20 the general public in the past and will continue to mislead in the future. Consequently, Defendant’s
21 practices constitute an unlawful an unfair business practice within the meaning of the UCL.

22 54. Defendant’s violation of the UCL through its unlawful, unfair and fraudulent business
23 practices are ongoing and present a continuing threat that members of the public will be deceived into
24 purchasing products based on price comparisons between Defendant’s false former Reference Prices and
25 Sale Prices. Defendant’s false, arbitrary and inflated Reference Prices create phantom price markdowns
26 and lead to financial damage for consumers, like Plaintiff and the proposed Classes.

27 55. Pursuant to the UCL, Plaintiffs are entitled to preliminary and permanent injunctive relief
28 ordering Defendants to cease this unfair competition, as well as disgorgement and restitution to Plaintiffs

1 and the Classes of all of Defendant's revenues associated with its unfair competition, or such portion of
2 those revenues as the Court may find equitable.

3 **SECOND CAUSE OF ACTION**

4 **Violation of the California False Advertising Law,
5 California Business & Professions Code § 17500, *et seq.***

6 56. Plaintiffs repeat and re-allege the preceding paragraphs as if fully set forth herein.

7 57. Cal. Bus. & Prof. Code § 17500 provides that “[i]t is unlawful for
8 any...corporation...with intent...to dispose of...personal property...to induce the public to enter into any
9 obligation relating thereto, to make or disseminate or cause to be made or disseminated...from this state
10 before the public in any state, in any newspaper or other publication, or any advertising device, or by
11 public outcry or proclamation, or in any other manner or means whatever, including over the Internet,
12 any statement...which is untrue or misleading, and which is known, or which by the exercise of
13 reasonable care should be known, to be untrue or misleading...” [Emphasis added].

14 58. The “intent” required by Cal. Bus. & Prof. Code § 17500 is the intent to dispose of
15 property, and not the intent to mislead the public in the disposition of such property.

16 59. Similarly, this section provides, “no price shall be advertised as a former price of any
17 advertised thing, unless the alleged former prices was the prevailing market price...within three months
18 next immediately preceding the publication of the advertisement or unless the date when the alleged
19 former price did prevail is clearly, exactly, and conspicuously stated in the advertisement.” Cal Bus. &
20 Prof. Code § 17501.

21 60. Defendant's practice of advertising discounted “sale” prices from false purportedly
22 “original” or Reference Prices, which were never the true prevailing “market” prices of Defendant's
23 products, and were materially greater than the true prevailing “market” prices, was an unfair, untrue and
24 misleading practice. This deceptive marketing practice gave consumers the false impression that
25 Defendant regularly sold its products for a substantially higher price than Defendant's advertised “sale”
26 prices. Therefore, leading to the false impression that the Tommy Hilfiger branded products were worth
27 more than they actually were.

28 61. Defendant misled consumers by making untrue and misleading statements and failing to
disclose what is required as stated in the Code, as alleged above.

1 within 30 days of the date of written notice, as proscribed by § 1782, Plaintiffs will move to amend their
2 Complaint to pursue claims for actual, punitive, and statutory damages, as appropriate against Defendant.
3 As to this cause of action, at this time, Plaintiff seeks only injunctive relief.

4 **III. PRAYER FOR RELIEF**

5 67. Wherefore, Plaintiffs, on behalf of themselves and all Class members, requests that this
6 Court award relief against Defendants, as follows:

- 7 a. An order certifying the classes and designating SIOBHAN MORROW and
8 MIGUEL OLMEDO as the Class Representatives and their counsel as Class
9 Counsel;
- 10 b. Awarding Plaintiffs and the proposed Class members damages;
- 11 c. Awarding restitution and disgorgement of all profits and unjust enrichment that
12 Defendant's obtained from Plaintiffs and the Class members as a result of its
13 unlawful, unfair and fraudulent business practices described herein;
- 14 d. Awarding declaratory and injunctive relief as permitted by law or equity,
15 including: enjoining Defendant from continuing the unlawful practices as set forth
16 herein, and directing Defendant to identify, with Court supervision, victims of
17 their misconduct and pay them all money they are required to pay;
- 18 e. Order Defendant to engage in a corrective advertising campaign;
- 19 f. Awarding attorneys' fees and costs; and
- 20 g. For such other and further relief as the Court may deem necessary or appropriate.

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1 **VIII. DEMAND FOR JURY TRIAL**

2 68. Plaintiffs hereby demands a jury trial for all of the claims so triable.

3
4 Dated: April 18, 2018

**CARLSON LYNCH SWEET KILPELA &
CARPENTER, LLP**



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Exhibit A

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COR



XL/TG/XG

\$49.50

 tommy.com

XL
TG/XG

XL
TG/XG

THE TOMMY POLO

Comfortable & easy fit in 100% cotton



40%
off

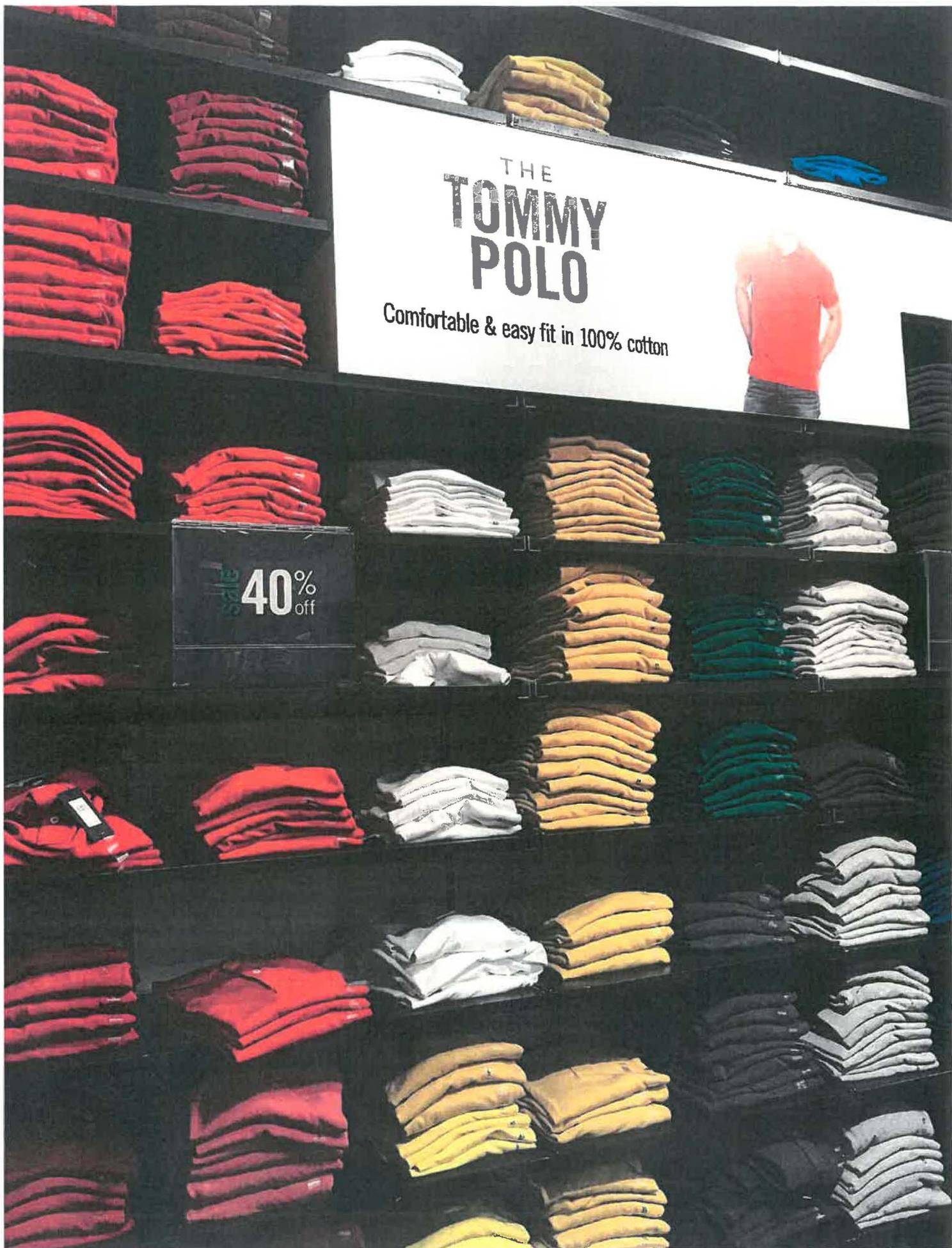


Exhibit B

