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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

WEIMIN CHEN, for Himself as a Private
Attorney General, and All Others Similarly
Situated,

Plaintiff,

v.

LAMPS PLUS, INC., and DOES 1-20,
inclusive,

Case No.

CLASS ACTION

**DEFENDANT LAMPS PLUS, INC.’S
NOTICE OF REMOVAL**

[28 U.S.C. § 1332(d)(2)]

PLEASE TAKE NOTICE that Defendant Lamps Plus, Inc. (“Lamps Plus”), the defendant in the above-referenced action, which was originally commenced in the Superior Court of Washington for King County, captioned *Weimin Chen v. Lamps Plus, Inc.*, Case No. 19-2-00381-2 SEA, hereby invokes the removal jurisdiction of the United States District Court for the Western District of Washington, pursuant to 28 U.S.C. §§ 1332, 1441, 1446, 1453 and Federal Rule of Civil Procedure, Rule 81(c), asserting original federal jurisdiction under 28 U.S.C. §§ 1332(d)(2) and 1453(b). This Court has original jurisdiction over the action pursuant to the Class Action Fairness Act of 2005 (“CAFA”) for the following reasons:

1
2
3 **I.**

4 **JURISDICTION**

5 1. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1332, 1441,
6 1446, and 1453. In particular, this Court has jurisdiction under CAFA, codified in part at 28
7 U.S.C. §§ 1332(d)(2) and 1453(b), because it is styled as a class action in which: (1) the number
8 of members of the proposed plaintiff class is not less than one hundred, in the aggregate; (2) the
9 matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs; and
10 (3) minimal diversity exists between the plaintiffs and defendant, i.e., any member of the class of
11 plaintiffs is a citizen of a state different from the defendant. 28 U.S.C. §§ 1332(d)(2) and (d)(4).
12 Paragraphs 3 through 25 below provide a detailed basis for this removal. Lamps Plus has also
13 satisfied all procedural requirements of 28 U.S.C. § 1446 and thus removes the action to the
14 United States District Court for the Western District of Washington, pursuant to
15 28 U.S.C. §§ 1332, 1441, 1446, and 1453.

16 **II.**

17 **PROPER DISTRICT**

18 2. Pursuant to 28 U.S.C. § 1446(a), this case should be assigned to the Western
19 District of Washington, because the civil action on which this removal is based was filed in King
20 County, Washington.

21 **III.**

22 **STATEMENT OF THE CASE**

23 3. On January 4, 2019, Weimin Chen (“Plaintiff”) filed a class action complaint
24 (“Complaint”) alleging that Lamps Plus committed violations of Washington’s Consumer
25 Protection Act, RCW 19.86, arising from purported advertisements and statements regarding the
26 pricing of merchandise at Lamps Plus’s stores. Complaint, ¶¶ 1-76, and Prayer for Relief, pp. 24-
25.

4. Plaintiff seeks to certify a class of:

1 [a]ll persons who purchased in the State of Washington within the
2 applicable limitations period from Lamps, Plus, Inc. one or more
3 Lamps Plus proprietary and exclusive products which Lamps Plus,
Inc. advertised or promoted by displaying or otherwise
disseminating a “Compare “ or “Compare At” reference price.

4 Complaint, ¶ 77.

5 5. Plaintiff, on behalf of himself and the alleged class, seeks a judgment awarding
6 Plaintiff and the proposed Class members damages as well as “disgorgement or restitution,”
7 including “all revenues, profits and/or unjust enrichment” in the form of “actual damages . . .
8 estimated to be \$10 million” along with “additional damages up to an amount not to exceed three
9 times the actual damages . . . estimated to be \$30 million.” *Id.*, Prayer for Relief, p. 24.

10 6. Plaintiff served a copy of the Complaint upon Lamps Plus on January 8, 2019.

11 **IV.**

12 **THE REQUIREMENTS FOR REMOVAL UNDER CAFA ARE SATISFIED**

13 7. CAFA was enacted “to facilitate adjudication of certain class actions in federal
14 court.” *Dart Cherokee Basin Operating co. v. Owens*, 135 S.Ct. 547, 554 (2014). The Supreme
15 Court has held, that there is no presumption against removal of CAFA actions and the statute’s
16 provisions “should be read broadly, with a strong preference that interstate class actions should be
17 heard in a federal court if properly removed by any defendant.” *Id.*

18 8. To invoke removal jurisdiction, a defendant’s notice of removal need only include
19 “a short and plain statement of the grounds for removal.” *Dart*, 135 S.Ct. at 553. “Congress . . .
20 intended to simplify the pleading requirements for removal and to clarify that courts should apply
21 the same liberal rules [to removal allegations] that are applied to other matters of pleading.” *Id.*
22 (internal quotations omitted). In determining whether the requirements of removal have been
23 satisfied, this Court may also rely upon the allegations of Plaintiff’s Complaint, taken as true for
24 purposes of removal. *Levine v. BIC USA, Inc.*, 2007 U.S. Dist. LEXIS 60952, *16-17 (S.D. Cal.
25 Aug. 19, 2007) (applying allegations in complaint that amount in controversy did not exceed
26 \$74,999.99 as to each putative class member to determine that the \$5 million jurisdictional

1 threshold under CAFA was satisfied); *Korn v. Ralph Lauren Corp.*, 536 F.Supp.2d 1199, 1203
2 (E.D. Cal. 2008) (“plaintiff is bound by the allegations in the complaint that assert defendant’s
3 citizenship” for diversity purposes). A defendant need *not* submit evidentiary support with its
4 notice of removal. *Dart*, 135 S.Ct. at 551 (“A statement ‘short and plain’ need not contain
5 evidentiary submissions.”).

6 9. For cases involving class allegations, CAFA confers original jurisdiction on a
7 district court where (1) the number of members of the proposed plaintiff class is not less than one
8 hundred, in the aggregate; (2) the amount in controversy exceeds \$5,000,000 (exclusive of interest
9 and costs), and (3) any member of the class is a citizen of a state different from any defendant.
10 28 U.S.C. § 1332(d)(2).

11 **A. Timeliness**

12 10. Plaintiff’s Complaint was filed on January 4, 2019. Plaintiff served the summons
13 and Complaint upon Lamps Plus on January 8, 2019. Lamps Plus filed this notice within thirty
14 days of service of the summons and Complaint. Accordingly, this notice is timely filed pursuant
15 to 28 U.S.C. § 1446(b). *See Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 US 344, 354
16 (1999).

17 **B. Venue**

18 11. This action was originally brought in the Superior Court of Washington for King
19 County. Pursuant to 28 U.S.C. § 1441(a) removal to this District is proper because the Superior
20 Court of Washington for King County is geographically located within the boundaries of the
21 Western District of Washington.

22 **C. Plaintiff’s Case Is Styled as a Class Action**

23 12. The term “class action” is defined under the statute as “any civil action filed under
24 rule 23 of the Federal Rules of Civil Procedure or similar State statute or rule of judicial procedure
25 authorizing an action to be brought by 1 or more representative persons as a class action.”
26 28 U.S.C. § 1332(d)(1)(B). Plaintiff styles his Complaint as a class action. Plaintiff purports to

1 bring it “on behalf of himself and all others similarly situated,” alleging a putative class and class
2 allegations, and seeking an order certifying the proposed class. Complaint, ¶¶ 77-85; and Prayer
3 for Relief, pp. 24-25. Although Lamps Plus disputes that Plaintiff can meet the requirements
4 under Federal Rule of Civil Procedure 23 for certifying his purported class, and disputes any
5 amount owing to Plaintiff or the alleged class, this lawsuit qualifies as a “class action” under
6 CAFA.

7 **D. Minimal Diversity Exists**

8 13. Removal is proper where at least one class member is diverse from at least one
9 defendant. 28 U.S.C. § 1332(d). As alleged in the Complaint, Plaintiff resides in King County,
10 Washington. Complaint, ¶ 6.

11 14. For diversity purposes, a corporation is deemed to be a citizen of the state in which
12 it has been incorporated and the state where it has its principal place of business.
13 28 U.S.C. § 1332(c)(1). The Complaint alleges that Lamps Plus is a California corporation with
14 its principal place of business in California. Complaint, ¶ 7.

15 15. Plaintiff’s purported class includes “[a]ll persons who purchased in the State of
16 Washington within the applicable limitations period from Lamps, Plus, Inc. one or more Lamps
17 Plus proprietary and exclusive products which Lamps Plus, Inc. advertised or promoted by
18 displaying or otherwise disseminating a “Compare “ or “Compare At” reference price.”
19 Complaint, ¶ 77.

20 16. Although Plaintiff purports to assert his claims against numerous “Doe”
21 defendants, the citizenship of fictitious and unknown defendants should be disregarded for
22 purposes of establishing removal jurisdiction under 28 U.S.C. § 1332; *Fristoe v. Reynolds Metals*
23 *Co.*, 615 F.2d 1209, 1213 (9th Cir. 1980) (“unknown defendants sued as ‘Does’ need not be joined
24 in a removal petition.”). Thus, the existence of Doe defendants 1 through 20, named in Plaintiff’s
25 Complaint, does not deprive this Court of jurisdiction.

26

1 **E. The Amount in Controversy Exceeds \$5 Million**

2 17. The claims of the individual members in a class action are aggregated to determine
3 if the amount in controversy exceeds the sum or value of \$5,000,000. 28 U.S.C. § 1332(d)(6).
4 The Supreme Court recently held that where a complaint does not explicitly specify the amount in
5 controversy, a defendant’s notice of removal need include only a plausible allegation that the
6 amount in controversy exceeds the jurisdictional threshold under CAFA. *Dart*, 135 S.Ct. at 554.
7 Here, Plaintiff purports to represent a class of all Washington purchasers for the “applicable
8 limitations period” and alleges actual damages of \$10 million along with additional damages of
9 \$30 million. Complaint, Prayer for Relief, p. 24. The amount in controversy allegation in a
10 defendant’s notice of removal should be accepted as true when not contested by a plaintiff or
11 questioned by the court. *Dart*, 135 S.Ct at 553. If the court is uncertain about whether all matters
12 in controversy meet the \$5,000,000 jurisdictional threshold under CAFA, “the court should err in
13 favor of exercising jurisdiction over the case.” *Kearns v. Ford Motor Co.*, 2005 U.S. Dist. LEXIS
14 41614, *19 (C.D. Cal. Nov. 18, 2005) (citing Senate Judiciary Committee Report, S. REP. No.
15 109-14).

16 18. Lamps Plus denies that Plaintiff and the putative class have been harmed in any
17 way or that they are entitled to any damages, disgorgement, or restitution. Lamps Plus further
18 disputes Plaintiff’s apparent method for calculating purported damages, disgorgement, or
19 restitution, as well as Plaintiff’s claim that he and the purported class are entitled to disgorgement
20 and restitution of profits and unjust enrichment that Lamps Plus retained from Plaintiff and the
21 Class members, and denies any liability to Plaintiff or any member of the class he purports to
22 represent. Complaint, Prayer for Relief, p. 24. However, for the purposes of determining the
23 amount in controversy under CAFA, Plaintiff’s allegations place at issue an amount greater than
24 CAFA’s \$5 million jurisdictional threshold.

25 19. Plaintiff alleges that he and the putative class are entitled to damages and restitution
26 related to Lamps Plus’s pricing practices for all Lamps Plus branded merchandise purchased in the

1 State of Washington “within the applicable limitations period” *See* Complaint, ¶¶ 77; Prayer for
2 Relief, p. 24-25. Specifically, Plaintiff alleges that the price tags on Lamps Plus’s proprietary
3 products contain a “significantly higher reference price – typically over 30% higher – in order to
4 fool customers into believing that competing retailers are selling those exact same products at the
5 higher price.” Complaint, ¶¶ 2, 68-76. Plaintiff alleges that Lamps Plus has engaged in these
6 practices in its stores and on its website. *Id.* at ¶¶ 1, 4, 15-35. Based on this, Plaintiff seeks
7 damages and restitution amounting to “all profit” that Lamps Plus has earned from the sale of
8 these advertised products to anyone in the putative class. *Id.* at ¶ 93; Prayer for Relief, p. 24-25.
9 Although Lamps Plus disputes these allegations and Plaintiff’s alleged damages, the amount in
10 controversy pled in the Complaint in the form of actual damages, disgorgement, restitution and
11 statutory damages exceeds \$50,000,000, far in excess of the \$5,000,000 in controversy
12 requirement in CAFA. *Id.*, Prayer for Relief p. 24.

13 20. Additionally, Plaintiff seeks attorney’s fees and prejudgment interest. Complaint,
14 Prayer for Relief, p. 25. Although Lamps Plus denies that Plaintiff is entitled to such interest and
15 fees, the Court should take attorney’s fees into account in ascertaining the amount in controversy
16 even where an award is discretionary. *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1155-56 (9th
17 Cir. 1998).

18 21. Plaintiff also seeks declaratory and injunctive relief. Complaint, ¶¶ 96-105; Prayer
19 for Relief, p. 24-25. The cost of complying with injunctive relief may be considered in
20 determining the amount in controversy. *BEMI, LLC v. Anthropologie, Inc.*, 301 F.3d 548, 553
21 (7th Cir. 2002).

22 22. Finally, although Lamps Plus denies that Plaintiff, or the purported class members
23 are entitled to any relief, in determining the amount in controversy, the Court must assume that
24 allegations of the Complaint are true and that Plaintiff will ultimately prevail on all claims made in
25 the Complaint. *Kenneth Rothschild Trust v. Morgan Stanley Dean Witter*, 199 F.Supp.2d 993,
26 1001 (C.D. Cal. 2002); *see also Korn v. Polo Ralph Lauren Corp.*, 536 F.Supp.3d 1199, 1204-05

1 (E.D. Cal. 2008) (“the ultimate inquiry is what amount is put ‘in controversy’ by the plaintiff’s
2 complaint, not what a defendant will *actually* owe.”). Therefore, Plaintiff’s broadly alleged
3 claims for monetary, injunctive, and declaratory relief place more than \$5,000,000 at issue in this
4 action.

5 **F. The Putative Class Far Exceeds 100 Members**

6 23. CAFA requires that the proposed class includes at least 100 members.
7 28 U.S.C. § 1332(d)(5)(B). Although Lamps Plus disputes Plaintiff’s class allegations, and denies
8 that the class is ascertainable, the Complaint alleges that the “Class easily comprises 10,000
9 Washington State residents” and that “Class members are so numerous that joinder of all members
10 is impracticable.” Complaint, ¶ 79. Lamps Plus disputes Plaintiff’s characterization of how it
11 advertises the low prices of its exclusive products. Nonetheless, the number of individuals who
12 purchased a Lamps Plus exclusive item at an advertised discount price in the State of Washington
13 far exceeds 100. Therefore, CAFA’s class size requirement is satisfied.

14 **G. Notice to the Clerk of the State Court and to Adverse Parties, Submission of Process,**
15 **Pleadings and Orders on File in State Court**

16 24. Copies of this Notice of Removal promptly will be served on counsel of record for
17 Plaintiff and filed with the Clerk of the Superior Court of Washington for King County as required
18 under 28 U.S.C. § 1446(d). In compliance with 28 U.S.C. § 1446(a), a true and correct copy of
19 the Complaint is attached as Exhibit 1 hereto, and true and correct copies of the remaining
20 pleadings, process, and orders served or filed in this action are attached as Exhibit 2.

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EXHIBIT 1

FILED
2019 JAN 04 03:57 PM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 19-2-00381-2 SEA

**SUPERIOR COURT OF WASHINGTON
FOR KING COUNTY**

WEIMIN CHEN,
for Himself, as a Private
Attorney General, and
All Others Similarly Situated,

Plaintiff,

v.

LAMPS PLUS, INC.,
and DOES 1-20, inclusive,

Defendants.

No. _____

CLASS ACTION COMPLAINT
FOR DAMAGES AND INJUNCTIVE
RELIEF UNDER THE CONSUMER
PROTECTION ACT, RCW 19.86

Plaintiff WEIMIN CHEN, demanding trial by jury as to all issues so triable in a separate document to be filed, alleges as follows, on personal knowledge and/or on information and belief, against Defendant Lamps Plus, Inc. (“Lamps Plus”), and Defendants Does 1 through 20, inclusive:

I. INTRODUCTION AND SUMMARY

1. Defendant Lamps Plus, which calls itself “The Nation’s Largest Lighting Retailer,” violates Washington law by advertising false discounts from false reference prices for its proprietary and exclusive products (“Exclusive Products”). Lamps Plus’s fraudulent scheme

1 harms Washington State consumers by inducing them to pay more than they otherwise would
2 have paid and to buy more than they otherwise would have bought.

3 2. Lamps Plus engages in a scheme in its retail stores and on its website to defraud
4 its customers by fooling them into believing that Lamps Plus is offering its Exclusive Products
5 (which customers are misled into thinking are not exclusive) at a significantly lower price than at
6 which those same products are being offered by competing retailers. Lamps Plus has invented
7 dozens of brand names for its Exclusive Products which deceptively sound like independent
8 third-party brands available elsewhere, and markets those products in a way to further deceive
9 customers into believing that the products are significantly discounted as compared to their
10 prices at other retailers. Lamps Plus utilizes the terms “Compare At” and “Compare” next to a
11 significantly higher reference price – typically over 30% higher – in order to fool customers into
12 believing that competing retailers are selling those exact same products at the higher price.
13 Lamps Plus thereby deceives customers into believing that they are enjoying significant
14 discounts on these (in fact) Exclusive Products as compared to the market price, and tricks
15 customers into believing the products are worth more than they actually are.

16 3. Under Washington law and FTC guidelines, the “Compare At” or “Compare”
17 price must be the price at which other retailers are, in fact, offering that identical product in the
18 marketplace.

19 4. The “Compare At” and “Compare” prices (hereinafter, collectively, the “Compare
20 At” prices) displayed by Lamps Plus are false, deceptive or misleading because Lamps Plus’s
21 Exclusive Products are *never* sold at the higher “Compare At” price by other retailers. In fact,
22 Lamps Plus Exclusive Products are never offered for sale at other retailers at all, because those
23 products are offered only, and exclusively, at Lamps Plus. Lamps Plus also never itself offers its
24 Exclusive Products at the “Compare At” price. The “Compare At” price is simply a made-up
25 price used to inflate the product’s value.

26 5. The Washington Legislature prohibits this deceptive practice and has equipped
27 the Court with multiple tools for remedying Lamps Plus’s unlawful behavior. In addition to
28

1 actual damages and costs and attorneys' fees, this Court can and should enter a permanent
2 injunction which polices Lamps Plus's use of reference prices in its advertising.

3 **II. PARTIES**

4 6. Plaintiff Weimin Chen is a citizen of the United States of America and an
5 individual and a natural adult person who currently resides and who at all relevant times in the
6 past resided in the City of Bellevue, King County, Washington State.

7 7. Defendant Lamps Plus, Inc., is a corporation chartered under the laws of the State
8 of California which currently has and at all relevant times in the past has had its headquarters,
9 executive office, principal place of business or nerve center in Chatsworth, California.

10 8. Defendants Doe 1 through Doe 20, inclusive, aided and/or abetted Defendant
11 Lamps Plus, Inc., in such a manner that Doe 1 through Doe 20, inclusive, are each directly,
12 contributorily, vicariously, derivatively and/or otherwise liable for the acts or omissions of
13 Defendant Lamps Plus, Inc. Plaintiff is currently unaware of the true identities of Doe 1 through
14 Doe 20, inclusive; Plaintiff anticipates that, upon learning the true identities of any of Doe 1
15 through Doe 20, inclusive, Plaintiff will either freely amend the operative complaint or request
16 leave from the Court to amend the operative complaint.

17 **III. JURISDICTION AND VENUE**

18 9. This Court has subject matter jurisdiction over this civil action pursuant to,
19 without limitation, Section 6 of Article IV of the Washington State Constitution (Superior Court
20 jurisdiction, generally) and Section 19.86.090 of the Revised Code of Washington (Superior
21 Court jurisdiction over Consumer Protection Act claims).

22 10. This Court has personal jurisdiction over each of the defendants pursuant to,
23 without limitation, Revised Code of Washington section 4.28.185. Defendant Lamps Plus, Inc.,
24 has, without limitation, transacted business within the State of Washington (including, without
25 limitation, operating the www.lampsplus.com website and operating brick-and-mortar Lamps
26 Plus stores in Lynnwood, Washington, and in Tukwila, Washington), and/or has committed
27
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1 tortious acts within the State of Washington (as alleged, without limitation, throughout this
2 Complaint).

3 11. With regard to the cause of action brought pursuant to the Washington Consumer
4 Protection Act, this Court has personal jurisdiction over each of the defendants pursuant to
5 Revised Code of Washington section 19.86.160. Defendant Lamps Plus, Inc., has engaged in
6 conduct in violation of Chapter 19.86 of the Revised Code of Washington which has had an
7 impact in Washington State which said chapter rephends.

8 12. Venue is proper in King County Superior Court because, without limitation,
9 Plaintiff Chen resides in King County; a significant portion of the acts giving rise to this civil
10 action occurred in King County; the Lamps Plus store in Tukwila where Mr. Chen made his
11 purchases is located in King County; Defendant Lamps Plus, Inc., intended to and did have a
12 substantial and foreseeable effect on trade or commerce in King County; the acts and omissions
13 of Defendant Lamps Plus, Inc., pled herein affected the prices advertised and paid and the
14 volume of sales or revenues obtained from King County; and/or Defendant Lamps Plus, Inc.,
15 knew or expected that their advertisements would be seen and/or acted upon inside King County.

16 13. Within the jurisdiction of King County Superior Court, this civil action is
17 assigned to the Seattle Case Assignment Area because, without limitation, no defendant resides
18 for these purposes in King County, and Plaintiff resides in the City of Bellevue, King County.

19 **IV. PLAINTIFF'S FACTUAL ALLEGATIONS**

20 14. Plaintiff Weimin Chen, like the typical Lamps Plus customer, does not like to pay
21 full price for products and is a bargain hunter who prefers to buy products at a discount.

22 15. In or around January 2015, while in the State of Washington, Mr. Chen went to
23 the Lamps Plus website to shop for a bathroom light for his home. On the Lamps Plus website,
24 Mr. Chen found and clicked on the product webpage for the Possini Euro Design branded Wave
25 Collection 27" Wide Polished Nickel Bathroom Light, Style #U1740 ("Bathroom Light").

26 16. On this webpage, Mr. Chen saw several representations, including the sale price
27 of \$129.95" in large bold text, next to a picture of the Bathroom Light. Immediately below the
28

1 sale price, Mr. Chen saw “Compare \$254.99.” Below the “Compare \$254.99” reference price
2 was a hyperlink for Lamps Plus’s “Low Price Guarantee.”

3 17. Based on Lamps Plus’s representations and omissions, Mr. Chen reasonably
4 believed the “Possini Euro Design” brand was an independent third-party brand that was offered
5 at competing retailers.

6 18. Based on Lamps Plus’s representations, Mr. Chen reasonably believed that this
7 particular Possini Euro Design product, the “Wave Collection 27” Wide Polished Nickel
8 Bathroom Light,” was offered by competing retailers at the advertised “Compare” price of
9 \$254.99, and reasonably believed that the Lamps Plus sale price of \$129.95 was discounted
10 nearly 50% from the market price for the product.

11 19. Relying on these representations, on or around January 4, 2015, Mr. Chen drove
12 to the Lamps Plus retail store located at 16839 South Center Parkway Tukwila, Washington
13 98188 to look at the Bathroom Light in person. However, that particular Lamps Plus store did
14 have the Bathroom Light in stock at that time. Instead, a salesperson assisted Mr. Chen in special
15 ordering the Bathroom Light such that it would be shipped to the Tukwila store for later pick-up.
16 When Lamps Plus notified Mr. Chen that the Bathroom Light had arrived at the Tukwila store,
17 he went back to pick it up.

18 20. In or around September 2016, while in the State of Washington, Mr. Chen went to
19 the Lamps Plus website to shop for a mirror for one of his rental homes. On the Lamps Plus
20 website, Mr. Chen found and clicked on the product webpage for the Noble Park branded
21 Vernon Espresso 35” High Wood Sink Mirror, Style #Y4799 (“Mirror”).

22 21. On this webpage, Mr. Chen saw several representations, including the sale price
23 of \$149.95” in large bold text, next to a picture of the Mirror. Immediately below the sale price,
24 Mr. Chen saw “Compare \$299.99.” Below the “Compare \$299.99” reference price was a
25 hyperlink for Lamps Plus’s “Low Price Guarantee.”

26 22. Based on Lamps Plus’s representations and omissions, Mr. Chen reasonably
27 believed the “Noble Park” brand was an independent third-party brand that was offered at
28 competing retailers.

1 23. Based on Lamps Plus’s representations, Mr. Chen reasonably believed that this
2 particular Noble Park product, the “Vernon Espresso 35” High Wood Sink Mirror,” was offered
3 by competing retailers at the advertised “Compare” price of \$299.99, and reasonably believed
4 that the Lamps Plus sale price of \$149.95 was discounted 50% from the market price for the
5 product.

6 24. Relying on these representations, on or around September 7, 2016, Mr. Chen
7 drove to the Lamps Plus retail store located at 16839 South Center Parkway Tukwila,
8 Washington 98188 to look at the Mirror in person. Mr. Chen found the Mirror on the sales floor
9 being offered at the same significantly discounted price offered on the Lamps Plus website of
10 \$149.95. Mr. Chen purchased the Mirror for \$149.95.

11 25. With regard to both of these purchases from Lamps Plus, Mr. Chen believed and
12 understood the “Compare” terminology on the website, and the “Compare At” terminology used
13 on Lamps Plus in-store price tags, to be truthful, consistent and lawful.

14 26. Contrary to Lamps Plus’s representations, neither item Mr. Chen purchased was
15 ever previously offered by any retailer at the “Compare” or “Compare At” price (collectively, the
16 “Compare At” price). Every “Compare At” price Lamps Plus advertises is a false reference price
17 that Lamps Plus has simply made up to artificially inflate the value of its products and to create
18 the illusion of a bargain.

19 27. The advertised “Compare At” reference prices were material representations and
20 inducements to Mr. Chen’s purchases and to Mr. Chen’s decision to become a repeat customer of
21 Lamps Plus.

22 28. Mr. Chen reasonably relied on Lamps Plus’s material misrepresentations
23 concerning the purported “Compare At” reference prices. If Mr. Chen had known the truth, he
24 would have acted differently.

25 29. The false or misleading nature of Lamps Plus’s “Compare At” reference prices
26 was, at all relevant times, masked or concealed or hidden such that an ordinary consumer
27 exercising reasonable care under all of the circumstances would not have known of or discovered
28 their false or misleading nature.

1 30. As a direct and proximate result of Lamps Plus’s acts and omissions, Mr. Chen
2 was harmed, suffered an injury in fact and has lost money or property.

3 31. Lamps Plus’s false advertising harmed Mr. Chen by causing him to pay more than
4 he otherwise would have paid and to buy more than he otherwise would have bought. Mr. Chen
5 did not enjoy the discounts from the “Compare At” reference prices that Lamps Plus promised
6 him, and the items were not in fact worth the amount that Lamps Plus had represented to him.

7 32. Lamps Plus’s false reference pricing scheme harmed all of its customers by
8 fraudulently increasing demand for all of its products, thereby shifting the demand curve and
9 enabling Lamps Plus to charge all of its customers higher prices than it otherwise could have
10 charged and to generate more sales than it otherwise would have generated.

11 33. Mr. Chen has a legal right to rely, now and in the future, upon the truthfulness and
12 accuracy of Lamps Plus’s representations regarding reference prices. Mr. Chen will be harmed if,
13 in the future, Mr. Chen is left to guess as to whether Lamps Plus is providing accurate reference
14 prices.

15 34. If Mr. Chen were to purchase again from Lamps Plus without Lamps Plus
16 changing the unlawful conduct alleged herein, Mr. Chen would be harmed on an ongoing basis
17 and/or would be harmed once or more or on an ongoing basis in the future.

18 35. Plaintiff Chen brings each cause of action in this Complaint on behalf of himself
19 individually, on behalf of the Class (defined below) and as a private attorney general on behalf of
20 the general public.

21 **V. REFERENCE PRICE OVERVIEW**

22
23 36. A “reference price” is a stated price presented alongside the retailer’s actual
24 offering price, which retailers use to convince consumers that they are getting a good deal.

25 37. Over the past forty years, a substantial body of research on the effects of reference
26 prices (also referred to in the relevant literature as “advertised reference prices,” “external
27 reference prices” and “comparative prices”) shows that reference prices: (i) impact consumers’
28 perceptions of the value of the sales deal; (ii) impact consumers’ willingness to make the

1 purchase; (iii) decrease consumers' intentions to search for a lower price; and (iv) allow sellers
 2 that utilize reference prices to charge higher prices and make increased sales. Consumers form an
 3 "internal reference price," also known as an "expected price," an "aspirational price" (a price the
 4 consumer would like to pay) or a "normative price" (a price that is "fair"). Consumers store and
 5 retrieve the "internal reference price" from memory to judge the merits of a specific price offer.
 6 Even where an advertised reference price is exaggerated and not itself completely believed,
 7 perceptions of value increase in comparison to a promotion with no advertised reference price.
 8 Thus, retailers' use of reference prices influences consumers' "internal reference price" and
 9 subsequently, increases consumers' willingness to purchase the product.¹

10 38. When a reference price is bona fide and truthful, it may help consumers in making
 11 informed purchasing decisions. In contrast, consumers are harmed when merchants advertise
 12 their products with inflated and false reference prices, because the false reference prices deceive
 13 consumers, deprive consumers of a fair opportunity to accurately evaluate the offer, and result in
 14 purchasing decisions based on false pretenses.

15 39. False reference pricing causes consumers to pay more than they otherwise would
 16 have paid for products. False reference pricing also fraudulently increases consumer demand for
 17 products, enabling retailers to charge higher prices than they otherwise could have charged.

18
 19
 20 ¹ See, e.g., Rajesh Chandrashekar & Dhruv Grewal, *Assimilation of Advertised Reference*
 21 *Prices: The Moderating Role of Involvement*, 79 J. Retailing 53 (2003); Pilsik Choi & Keith S.
 22 *Coulter, It's Not All Relative: The Effects of Mental and Physical Positioning of Comparative*
 23 *Prices on Absolute Versus Relative Discount Assessment*, 88 J. Retailing 512 (2012); Larry D.
 24 *Compeau & Dhruv Grewal, Comparative Price Advertising: An Integrative Review*, 17 J. Pub.
 25 *Pol'y & Mktg.* 257 (1998); Larry D. Compeau, Dhruv Grewal & Rajesh Chandrashekar,
 26 *Comparative Price Advertising: Believe It or Not*, 36 J. Consumer Aff. 284 (2002); David
 27 *Friedman, Reconsidering Fictitious Pricing*, 100 Minn. L. Rev. 921 (2016); Dhruv Grewal &
 28 *Larry D. Compeau, Consumer Responses to Price and its Contextual Information Cues: A*
Synthesis of Past Research, a Conceptual Framework, and Avenues for Further Research, in 3
Rev. of Mktg. Res. 109 (Naresh K. Malhotra ed., 2007); Daniel J. Howard & Roger A. Kerin,
Broadening the Scope of Reference Price Advertising Research: A Field Study of Consumer
Shopping Involvement, 70 J. Mktg. 185 (2006); Aradhna Krishna, Richard Briesch, Donald R.
Lehmann & Hong Yuan, A Meta-Analysis of the Impact of Price Presentation on Perceived
Savings, 78 J. Retailing 101 (2002); Balaji C. Krishnan, Sujay Dutta & Subhash Jha,
Effectiveness of Exaggerated Advertised Reference Prices: The Role of Decision Time Pressure,
 89 J. Retailing 105 (2013); and Tridib Mazumdar, S. P. Raj & Indrahit Sinha, *Reference Price*
Research: Review and Propositions, 69 J. Mktg. 84 (2005).

1 40. Beyond the adverse impact upon consumers' welfare, the practice of employing
2 false reference pricing also negatively affects the integrity of competition in retail markets. A
3 retailer's use of false reference prices constitutes an unfair method of competition, injuring
4 honest competitors who use valid and accurate reference prices. Businesses who play by the
5 rules — and the investors in those businesses — are penalized if the unlawful advertising
6 practices of their competitors go unchecked.

7 **VI. LAWS PROHIBITING FALSE REFERENCE PRICING**

8 41. “The [Consumer Protection Act], first enacted in 1961, is Washington's principal
9 consumer protection and antitrust statute. The consumer protection provisions of the CPA were
10 modeled after Section 5 of the Federal Trade Commission Act, 15 U.S.C.A. § 45.” Washington
11 Pattern Jury Instruction No. 310.00 (Consumer Protection Act — Introduction).

12 42. The Washington Consumer Protection Act is codified as Chapter 19.86 of the
13 Revised Code of Washington. Its principal substantive provision declares unfair methods of
14 competition and unfair or deceptive acts or practices to be unlawful. RCW 19.86.020. “Private
15 rights of action may now be maintained for recovery of actual damages, costs, and a reasonable
16 attorney's fee. RCW 19.86.090. A private plaintiff may be eligible for treble damages ... Private
17 consumers may obtain injunctive relief, even if the injunction would not directly affect the
18 individual's own rights. RCW 19.86.090.” Washington Pattern Jury Instruction No. 310.00
19 (Consumer Protection Act — Introduction).

20 43. The Washington Legislature has declared that the purpose and intent of the
21 Consumer Protection Act “is to complement the body of federal law governing restraints of
22 trade, unfair competition and unfair, deceptive, and fraudulent acts or practices in order to
23 protect the public and foster fair and honest competition. It is the intent of the legislature that, in
24 construing this act, the courts be guided by final decisions of the federal courts and final orders
25 of the federal trade commission interpreting the various federal statutes dealing with the same or
26 similar matters ...” RCW 19.86.920.

1 44. The Federal Trade Commission (FTC) addresses comparison pricing in
2 16 C.F.R. § 233.2 Retail Price Comparisons; Comparable Value Comparisons. For retail price
3 comparisons, § 233.2(a) states:

4 Another commonly used form of bargain advertising is to offer goods at
5 prices lower than those being charged by others for the same merchandise
6 in the advertiser's trade area (the area in which he does business). This may
7 be done either on a temporary or a permanent basis, but in either case the
8 advertised higher price must be based upon fact, and not be fictitious or
9 misleading. Whenever an advertiser represents that he is selling below the
10 prices being charged in his area for a particular article, he should be
11 reasonably certain that the higher price he advertises does not appreciably
12 exceed the price at which substantial sales of the article are being made in
13 the area - that is, a sufficient number of sales so that a consumer would
14 consider a reduction from the price to represent a genuine bargain or saving.
15 Expressed another way, if a number of the principal retail outlets in the area
16 are regularly selling Brand X fountain pens at \$10, it is not dishonest for
17 retailer Doe to advertise: "Brand X Pens, Price Elsewhere \$10, Our Price
18 \$7.50".

19 16 C.F.R. § 233.2(a) (emphasis added).

20 45. When a retailer is advertising the price charged by other retailers for the same
21 product, the retailer may lawfully use the terms "Compare" or "Compare At" in its advertising.
22 *See, e.g., People v. Overstock.com, Inc.*, 12 Cal. App. 5th 1064, 1081 (2017) ("On their face, the
23 words 'compare' or 'compare at,' without further qualification, communicate to the reader that
24 the price being compared is for the same, not a different item.").

25 46. Courts have acknowledged the misleading effect that false reference prices have
26 on customers. For example, the Ninth Circuit in *Hinojos v. Kohl's Corp.*, recognized that
27 "[m]isinformation about a product's 'normal' price is . . . significant to many consumers in the
28 same way as a false product label would be." 718 F.3d 1098, 1101 (9th Cir. 2013). The *Hinojos*
Court also explained:

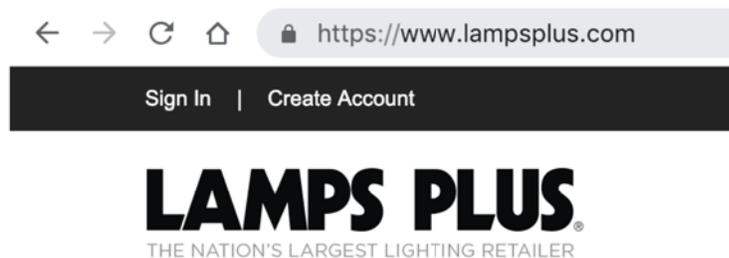
 Most consumers have, at some point, purchased merchandise that was
 marketed as being "on sale" because the proffered discount seemed too
 good to pass up. Retailers, well aware of consumers' susceptibility to a
 bargain, therefore have an incentive to lie to their customers by falsely
 claiming that their products have previously sold at a far higher "original"
 price in order to induce customers to purchase merchandise at a purportedly
 marked-down "sale" price. Because such practices are misleading — and
 effective — the California legislature has prohibited them.

1 718 F.3d at 1101.

2 47. Ultimately, at a bare minimum, a “Compare At” price must be the price at which
3 that particular product is or has been offered by other retailers.

4 **VII. COMMON FACTUAL ALLEGATIONS OF LAMPS PLUS’S UNLAWFUL**
5 **SCHEME**

6 48. Defendant Lamps Plus is a popular retailer which bills itself as “The Nation’s
7 Largest Lighting Retailer.” Lamps Plus utilizes this tagline directly below its logo (see the
8 screenshot below taken of the Lamps Plus website on January 4, 2019).



14 49. Lamps Plus sells a variety of lighting, furniture, and home décor both through its
15 website, www.lampsplus.com, and in its retail stores. Lamps Plus currently operates
16 approximately 39 stores nationwide, with two locations in Washington State.

17 50. While Lamps Plus bills itself as the “Nation’s Largest Lighting Retailer,” in fact a
18 significant portion of the products offered by Lamps Plus, and based on information and belief, a
19 majority of its sales, are products that are proprietary and which are offered for sale exclusively
20 at Lamps Plus and nowhere else (“Exclusive Products”). These Exclusive Products are not
21 readily recognizable by Lamps Plus customers as being exclusive and not available anywhere
22 else. Lamps Plus has registered nearly 40 trademarks—none of which reference “Lamps Plus” in
23 their names—which Lamps Plus utilizes to offer its products under brands which deceptively
24 sound like independent third-party brands that are also offered elsewhere. Examples of Lamps
25 Plus’s trademark names it uses for its Exclusive Products include: Possini Euro Design,
26 Kensington Hill, Noble Park, Barnes and Ivy, Franklin Iron Works, and Regency Hill.²

27

28 ² A list of trademarks registered or used by Lamps Plus is attached as **Exhibit 1**.

1 51. Lamps Plus engages in a scheme to defraud its customers by fooling its customers
2 into believing that Lamps Plus is offering its Exclusive Products at a significantly lower price
3 than those same products are being offered at elsewhere by other retailers.

4 52. Lamps Plus does not disclose on its website or in its stores that these are
5 proprietary brands or that these proprietary products are sold exclusively by Lamps Plus.

6 53. Lamps Plus advertises *all* of its Exclusive Products on the Lamps Plus website at
7 a purportedly discounted selling price, which is presented alongside a corresponding “Compare”
8 reference price. Below is an example of an individual product webpage for a Lamps Plus
9 Exclusive Product taken from the Lamps Plus website on December 31, 2018:

The screenshot shows the Lamps Plus website interface. At the top, there are links for 'Sign In' and 'Create Account', a 'FREE SHIPPING on Most Orders*' banner, and an 'Open Box' button. The main header features the 'LAMPS PLUS' logo with the tagline 'THE NATION'S LARGEST LIGHTING RETAILER', a search bar, and a 'CART 0' button. Below the header is a navigation menu with categories like 'Chandeliers', 'Ceiling Lights', 'Lamps', 'Wall Lights', 'Outdoor Lights', 'Ceiling Fans', 'Furniture', and 'Home Decor'. The product page for the 'Franklin Iron Works™ Tremont Floor Lamp with Burlap Shade' is displayed. It includes a large image of the lamp, a 'MOST POPULAR' badge, the product name, a star rating of 4.5 (49 reviews), and a price of \$199.99 (compare to \$299.99). There is a 'FREE SHIPPING & FREE RETURNS*' banner and a 'SHIPS TODAY!' notice. The page also features an 'ADD TO CART' button, a 'SAVE' button, and a 'VIEW IN YOUR ROOM' button.

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26 54. Similarly, in its retail stores, Lamps Plus advertises its Exclusive Products at a
27 purportedly discounted price alongside a corresponding “Compare At” reference price. Below is
28 an example of a Lamps Plus Exclusive Product price tag taken at the Lamps Plus retail store

1 located at 16839 South Center Parkway Tukwila, Washington 98188 on December 21, 2018. The
 2 price tag is for a Possini Euro Design Urban Coffee Torchiere Floor Lamp, Style # 19925:



22 55. The advertised selling and reference prices are identical both online and in-store;
 23 Lamps Plus prices its products the same in both channels.

24 56. Lamps Plus intends that the “Compare At” price conveys to the customer the
 25 purported price at which that same item was or is typically sold by other retailers, in order to
 26 create the illusion of a discount. The “Compare At” prices on Lamps Plus’s Exclusive Products
 27 are always substantially higher (typically 30% or more) than the price at which Lamps Plus is
 28 offering the product for sale.

1 57. Thus, Lamps Plus fools the customer into believing that Lamps Plus is offering its
2 Exclusive Products at a deeply discounted price compared to what other retailers are selling the
3 identical product for. However, this is a lie.

4 58. Lamps Plus’s Exclusive Products are *never* sold at the higher “Compare At” price
5 by other retailers because only Lamps Plus sells its Exclusive Products. Further, Lamps Plus
6 never offers its Exclusive Products at the “Compare At” price. The “Compare At” price is simply
7 a made-up price used to inflate the product’s value.

8 59. Notably, Lamps Plus does not utilize the “Compare At” language for its non-
9 exclusive products whose prices actually *could* be compared by its customers to the prices
10 offered by competing retailers. Lamps Plus deviously only utilizes the “Compare At” term for
11 products whose prices in fact *are impossible to compare* to that product’s price in the wider
12 marketplace—because all of the products advertised with a “Compare At” price are, in fact,
13 Exclusive Products available *nowhere else*.

14 60. Lamps Plus further perpetuates this illusion of discounts on Exclusive Products by
15 prominently displaying a “Low Price Guarantee” on every Exclusive Product offer webpage on
16 its website. (See the screenshot above for an example).

17 61. Clicking on the “Low Price Guarantee” link, and then on a “View Policy” link,
18 displays the details of the Low Price Guarantee, available at: [https://www.lampsplus.com/help-
19 and-policies/our-120-price-protection-policy.aspx](https://www.lampsplus.com/help-and-policies/our-120-price-protection-policy.aspx).

20 62. Lamps Plus promises that if the consumer finds the *identical* product available
21 elsewhere for a lower price, it will refund the difference plus 20% (which it also calls its “120%
22 Price Protection Policy”). On the Low Price Guarantee terms webpage, Lamps Plus says it wants
23 you to shop Lamps Plus “with the confidence that we offer the best prices anywhere!”

24 63. But Lamps Plus then sets forth a number of conditions that must be met before
25 Lamps Plus will honor its Low Price Guarantee on these (in fact) Exclusive Products, including:
26 (a) the product being compared at the competing retailer must be the “*identical* product”; and (b)
27 “our low price guarantee applies only to the *exact same item* from the same manufacturer with
28

1 the same options. ‘Same’ is defined as an item of the same styling and product SKU Style #, by
2 the same manufacturer.” (Emphasis added.)

3 64. Remarkably, by Lamps Plus’s own terms, and contrary to its representations to its
4 customers, it is, in fact, *impossible for a customer to ever utilize the Low Price Guarantee for*
5 *any of Lamps Plus’s Exclusive Products* because only Lamps Plus sells its Exclusive Products—
6 the customer will never find the identical product advertised at competing retailers. Lamps
7 Plus’s sole purpose and intent of displaying its “Low Price Guarantee” on the product webpages
8 of its Exclusive Products, and in its stores, is to further its illegal scheme, by deceiving the
9 consumer into believing that the exact same item is offered by competitors at a much higher
10 price, as compared to Lamps Plus’s purportedly “discounted” price.

11 65. Meanwhile, Lamps Plus never defines or explains what the “Compare At” price
12 means on its website or in its stores. On the Lamps Plus website, there is no definition of the
13 term anywhere on the site. On individual product webpages, there is no hyperlink or qualifier
14 next to the “Compare” language which explains its meaning. In Lamps Plus retail stores, there is
15 no signage explaining what “Compare At” means. Nor is there any explanation of what
16 “Compare At” means on the individual price tags for Lamps Plus’s Exclusive Products. Based on
17 information and belief, sales representatives at Lamps Plus stores, when asked, explain to
18 customers that the “Compare At” price is the price at which other retailers sell that exact same
19 item.

20 66. However, under Washington law and FTC Guidelines, “Compare At” must refer
21 to what offering prices are for *the exact same item* to not be false or misleading because that is
22 what a reasonable consumer understands retail price comparison terms such as “Compare At” or
23 “Compare” to mean. Even Lamps Plus, itself, defines “Compare At” this way in its Low Price
24 Guarantee by requiring the comparison item to be the *exact same item* from the *same*
25 *manufacturer* with the *same SKU*.

26 67. Lamps Plus follows a double standard for how it defines “Compare At”: one
27 definition for itself and another for its customers, always in its favor. When it comes to its Low
28 Price Guarantee, Lamps Plus defines “Compare At” very strictly and consistent with what the

1 FTC and courts have said it means: the selling price offered by competing retailers for that
2 identical product. Lamps Plus does so to ensure that its supposed “price guarantee” can never
3 actually be utilized on any of its Exclusive Products, which comprise the majority of its sales and
4 profits. Yet, in its advertising, in order to create the illusion of a discount, Lamps Plus uses
5 “Compare At” loosely and deceptively in violation of these guidelines and the law. Lamps Plus
6 invents its “Compare At” prices out of whole cloth; Lamps Plus utilizes the “Compare At”
7 language *only* for its Exclusive Products, i.e., *only* for products for which it is in fact *impossible*
8 to honestly list a “Compare At” price because no other retailer in the world offers that identical
9 product for sale.

10 68. In sum, this is a scheme by Lamps Plus to fool consumers into thinking that its
11 Exclusive Products are being offered by Lamps Plus at a significant discount compared to the
12 prices at which its competitors offer those same products. Lamps Plus has invented brand names
13 for these products that lead customers into believing that these exclusive and proprietary
14 products are third-party brands which are available at other competitors. Lamps Plus invents its
15 “Compare At” prices out of whole cloth to create the illusion of a significant discount. Lamps
16 Plus furthers this illegal scheme by pretending to protect purchasers of its Exclusive Products
17 with its Low Price Guarantee, when in fact the Low Price Guarantee is impossible to utilize,
18 according to its own terms, because Lamps Plus’s Exclusive Products are not available anywhere
19 else and thus cannot be compared with prices anywhere else.

20 69. The false reference price representations by Lamps Plus were material to
21 Washington consumers’ decision to purchase each Exclusive Product. Because of the “Compare
22 At” reference price representations, Washington consumers reasonably believed that Lamps Plus
23 was offering these products at a significantly lower price compared to other retailers, and
24 consumers purchased these products from Lamps Plus on the basis of these representations in
25 order to enjoy the stated dollar savings.

26 70. Lamps Plus advertised inflated “Compare At” prices in order to make consumers
27 think the products were worth much more than they actually were.
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1 71. Lamps Plus advertised fraudulent “Compare At” prices in order to trick its
2 customers into paying more than they otherwise would have paid.

3 72. The false or misleading nature of Lamps Plus’s “Compare At” reference pricing
4 was, at all relevant times, masked or concealed or hidden such that an ordinary Washington
5 consumer exercising reasonable care under all of the circumstances would not have known of or
6 discovered their false or misleading nature.

7 73. As a direct and proximate result of Lamps Plus’s acts and omissions, all
8 Washington consumers who have purchased a Lamps Plus Exclusive Product that was advertised
9 by Lamps Plus with a false or misleading “Compare At” reference price have been harmed, have
10 suffered an injury in fact, and have lost money or property.

11 74. Lamps Plus continues to display false “Compare At” reference prices on its
12 Exclusive Products to this day. There is no reason to believe that Lamps Plus will voluntarily and
13 permanently cease its unlawful practices.

14 75. In acting toward Washington consumers and the general public in the manner
15 alleged herein, Lamps Plus acted with and was guilty of malice, fraud and/or oppression.

16 76. Each cause of action pled in this Complaint is pled solely to the extent that: each
17 Defendant is primarily engaged in the business of selling goods or services; and each cause of
18 action arises from a statement or conduct by a Defendant in which (a) the statement or conduct
19 consists of representations of fact about each Defendant’s business operations, goods, or
20 services, that is made for the purpose of obtaining approval for, promoting, or securing sales of,
21 or commercial interest in, each Defendant’s goods or services, or the statement or conduct was
22 made in the course of delivering each Defendant’s goods or services, and (b) the intended
23 audience is an actual or potential buyer or customer or a person likely to repeat the statement to,
24 or otherwise influence, an actual or potential buyer or customer.

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1 **VIII. CLASS ACTION ALLEGATIONS**

2 77. Plaintiff Chen brings this class-action lawsuit on behalf of himself and the
3 members of the following class (the “Class”):

4 **All persons who purchased in the State of Washington within the**
5 **applicable limitations period from Lamps Plus, Inc., one or more**
6 **Lamps Plus proprietary and exclusive products which Lamps Plus,**
7 **Inc., advertised or promoted by displaying or otherwise disseminating**
8 **a “Compare” or “Compare At” reference price.**

9 78. Specifically excluded from the Class are each defendant, any entity in which a
10 defendant has a controlling interest or which has a controlling interest in a defendant, a
11 defendant’s agents and employees and attorneys, the bench officers to whom this civil action is
12 assigned, and the members of each bench officer’s staff and immediate family.

13 79. *Numerosity.* Plaintiff does not know the exact number of Class members but is
14 informed and believes that the Class easily comprises 10,000 Washington State residents and
15 could, by the date of entry of Judgment, number in excess of 20,000 Washington State residents.
16 As such, Class members are so numerous that joinder of all members is impracticable.

17 80. *Commonality and predominance.* Well-defined, nearly identical legal or factual
18 questions affect the members of the Class. These questions predominate over questions that
19 might affect individual Class members. These common questions include, but are not limited to,
20 the following:

- 21 a. Lamps Plus’s policies and actions regarding its use of reference price
22 advertising regarding its Exclusive Products;
- 23 b. The accuracy of Lamps Plus’s advertised reference prices regarding its
24 Exclusive Products;
- 25 c. Lamps Plus’s branding and/or intent in branding of proprietary products;
- 26 d. Whether the pled conduct of Lamps Plus causes injury to the business or
27 property of consumers;
- 28 e. Whether the pled conduct of Lamps Plus is injurious to the public interest;
- f. Whether Lamps Plus should be ordered to pay damages or disgorge unjust
enrichment; and

1 g. Whether Lamps Plus should be enjoined from further engaging in the
2 misconduct alleged herein.

3 81. The prosecution of separate actions by individual members of the Class would
4 create a risk of inconsistent or varying adjudications with respect to individual members of the
5 Class which would establish incompatible standards of conduct for the party opposing the class.

6 82. The party opposing the Class has acted or refused to act on grounds generally
7 applicable to the Class, thereby making appropriate final injunctive relief or corresponding
8 declaratory relief with respect to the Class as a whole.

9 83. **Typicality.** Plaintiff's claims are typical of Class members' claims. Plaintiff and
10 Class members all sustained injury as a result of Defendants' practices and schemes.

11 84. **Adequacy.** Plaintiff will fairly and adequately protect Class members' interests.
12 Plaintiff has no interests antagonistic to Class members' interests. Plaintiff has retained counsel
13 who has considerable experience and success in prosecuting complex class action and consumer
14 protection cases.

15 85. **Superiority.** A class action is the superior method for fairly and efficiently
16 adjudicating this controversy for the following reasons, without limitation:

17 a. Class members' interests are relatively small compared to the burden and
18 expense required to litigate each of their claims individually, so it would be impracticable for
19 Class members to seek individual redress for each defendant's illegal and deceptive conduct;

20 b. Even if Class members could afford individual litigation, the court system
21 could not. Individual litigation creates the potential for inconsistent or contradictory judgments
22 and increases the delay and expense to all parties and to the court system. By contrast, a class
23 action presents far fewer management difficulties and provides the benefits of single
24 adjudication, economy of scale, and comprehensive supervision by a single court; and

25 c. Plaintiff anticipates no unusual difficulties in managing this class action.
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CAUSES OF ACTION

COUNT I

**Violation of the Washington Consumer Protection Act
(RCW Chapter 19.86)
AGAINST DEFENDANT LAMPS PLUS, INC.
AND DEFENDANT DOES 1 TO 20**

86. Plaintiff realleges and incorporates by reference Paragraphs 1 through 85, inclusive, as though alleged in full in this Count.

87. The Washington Consumer Protection Act is codified as Chapter 19.86 of the Revised Code of Washington. Its principal substantive provision declares unfair methods of competition and unfair or deceptive acts or practices to be unlawful. RCW 19.86.020. “Private rights of action may now be maintained for recovery of actual damages, costs, and a reasonable attorney’s fee. RCW 19.86.090. A private plaintiff may be eligible for treble damages ... Private consumers may obtain injunctive relief, even if the injunction would not directly affect the individual’s own rights. RCW 19.86.090.” Washington Pattern Jury Instruction No. 310.00 (Consumer Protection Act — Introduction).

88. The acts and omissions of Defendant Lamps Plus and Does 1 through 20, inclusive, constitute unfair methods of competition and/or unfair or deceptive acts or practices which directly or indirectly affect the people of the State of Washington and which have injured Plaintiff Weimin Chen and the members of the Class in his or her or its business or property and been the cause of said injury.

89. Defendant Lamps Plus and Does 1 through 20, inclusive, engage in the conduct of trade or commerce. For example, and without limitation, Defendant Lamps Plus engages in the sale of assets (including the tangible personal property that the defendant sells) and engaged in commerce directly or indirectly affecting the people of the State of Washington.

90. As a direct, substantial and/or proximate result of these violations, Plaintiff and the members of the Class suffered injury to business or property. Plaintiff and the members of the Class paid more than they otherwise would have paid for the products they purchased from the defendants and they bought more than they otherwise would have bought from the

1 defendants. The defendants' false reference pricing scheme fraudulently increased demand from
2 consumers, enabling them to charge higher prices than they otherwise could have charged.

3 91. The acts and/or omissions of each defendant pled herein are injurious to the
4 public interest because said acts and/or omissions: violate a statute that incorporates Chapter
5 19.86 of the Revised Code of Washington, violate a statute that contains a specific legislative
6 declaration of public interest impact, injures other persons, had the capacity to injure other
7 persons, and/or has the capacity to injure other persons.

8 92. The unlawful acts and omissions pled herein were committed in the course of the
9 defendants' business. The unlawful acts and omissions pled herein were, are and continue to be
10 part of a pattern or generalized course of conduct. The unlawful acts and omissions pled herein
11 were repeatedly committed prior to the acts involving Plaintiff Chen. There is a real and
12 substantial potential for repetition of the defendants' conduct after the acts involving Plaintiff
13 Chen; indeed, the conduct continues to this day with regard to many consumers. This Complaint
14 is not based upon a single transaction. The acts and omission of the defendants pled herein were
15 and are not reasonable in relation to the development and preservation of business.

16 93. The defendants should be ordered to pay actual damages to Plaintiff and to the
17 members of the Class in an amount at least equal to all monies improperly accepted, received or
18 retained.

19 94. The defendants should, either in the alternative or cumulatively or otherwise, be
20 ordered to disgorge or make restitution of all monies improperly accepted, received or retained.

21 95. The balance of the equities favors the entry of permanent injunctive relief against
22 the defendants. Plaintiff, the members of the Class and the general public will be irreparably
23 harmed absent the entry of permanent injunctive relief against the defendants. Plaintiff, the
24 members of the Class and the general public lack an adequate remedy at law. A permanent
25 injunction against the defendants is in the public interest. The defendants' unlawful behavior is
26 ongoing as of the date of the filing of this pleading; absent the entry of a permanent injunction,
27 the defendants' unlawful behavior will not cease and, in the unlikely event that it voluntarily
28 ceases, is likely to reoccur.

COUNT II

**Permanent Public Injunctive Relief
(RCW § 19.86.093)
AGAINST DEFENDANT LAMPS PLUS, INC.,
AND DEFENDANTS DOES 1 TO 20**

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4 96. Plaintiff realleges and incorporates by reference Paragraphs 1 through 85,
5 inclusive, as though alleged in full in this Count.

6 97. This is a private action in which an unfair or deceptive act or practice is alleged
7 under Section 19.86.020 of the Revised Code of Washington.

8 98. The acts and omissions of Defendant Lamps Plus and Does 1 through 20,
9 inclusive, constitute unfair methods of competition and/or unfair or deceptive acts or practices
10 which directly or indirectly affect the people of the State of Washington and which have injured
11 Plaintiff Chen and the members of the Class in his or her or its business or property and been the
12 cause of said injury.

13 99. Defendant Lamps Plus and Does 1 through 20, inclusive, engage in the conduct of
14 trade or commerce. For example, and without limitation, Defendant Lamps Plus engages in the
15 sale of assets (including the tangible personal property that the defendant sells) and engaged in
16 commerce directly or indirectly affecting the people of the State of Washington.

17 100. As a direct, substantial and/or proximate result of these violations, Plaintiff Chen
18 and the members of the Class suffered injury to business or property. Plaintiff Chen and the
19 members of the Class paid more than they otherwise would have paid for the products they
20 purchased from the defendants and they bought more than they otherwise would have bought
21 from the defendants. The defendants' false reference pricing scheme fraudulently increased
22 demand from consumers, enabling them to charge higher prices than they otherwise could have
23 charged.

24 101. The acts and/or omissions of each defendant pled herein are injurious to the
25 public interest because said acts and/or omissions: violate a statute that incorporates Chapter
26 19.86 of the Revised Code of Washington, violates a statute that contains a specific legislative
27 declaration of public interest impact, injures other persons, had the capacity to injure other
28

1 persons, and/or has the capacity to injure other persons.

2 102. The unlawful acts and omissions pled herein were committed in the course of the
3 defendants' business. The unlawful acts and omissions pled herein were, are and continue to be
4 part of a pattern or generalized course of conduct. The unlawful acts and omissions pled herein
5 were repeatedly committed prior to the acts involving Plaintiff Chen. There is a real and
6 substantial potential for repetition of the defendants' conduct after the acts involving Plaintiff
7 Chen; indeed, the conduct continues to this day with regard to many consumers. This Complaint
8 is not based upon a single transaction.

9 103. The defendants have an affirmative duty under the law to advertise their products
10 in a manner which is not false, deceptive or misleading. Plaintiff Chen and the rest of the public
11 should not be put to the burden of having to guess or take extraordinary efforts to ascertain
12 which representations made by a defendant in its advertising are true or false, accurate or
13 misleading. Mr. Chen and the general public have the right to assume that all of the defendant's
14 advertising conforms with the law.

15 104. If not enjoined by order of this Court, the defendants will or may continue to
16 injure Plaintiff Chen and consumers through the misconduct alleged herein. Without the entry of
17 a permanent injunction, the defendants' unlawful behavior is capable of repetition, re-occurrence
18 or increase.

19 105. The balance of the equities favors the entry of permanent injunctive relief against
20 the defendants. Plaintiff Chen, the members of the Class and the general public will be
21 irreparably harmed absent the entry of permanent injunctive relief against the defendants.
22 Plaintiff Chen, the members of the Class and the general public lack an adequate remedy at law.
23 A permanent injunction against the defendants is in the public interest. The defendants' unlawful
24 behavior is ongoing as of the date of the filing of this pleading; absent the entry of a permanent
25 injunction, the defendants' unlawful behavior will not cease and, in the unlikely event that it
26 voluntarily ceases, is likely to reoccur or is otherwise capable of reoccurring.

PRAYER FOR RELIEF

1
2 Plaintiff WEIMIN CHEN, on behalf of himself individually, on behalf of a class
3 composed of all others similarly situated and/or as a private attorney general seeking the
4 imposition of public injunctive relief, hereby respectfully requests that this Court order relief and
5 enter judgment against Defendant Lamps Plus, Inc., and Defendants Does 1 through 20,
6 inclusive, individually and/or jointly and/or severally and/or as otherwise appropriate, as follows:

7 A. That the Court enter an order certifying the proposed Class and appointing
8 Plaintiff and his counsel to represent the Class;

9 B. For damages, including actual damages to Plaintiff and the Class in an amount to
10 be determined at trial but which is more than \$100,000 and which is estimated to be \$10 million;

11 C. For additional damages up to an amount not to exceed three times the actual
12 damages sustained by the Plaintiff and the members of the Class up to any applicable statutory
13 maximum, which is estimated to be \$30 million;

14 D. For disgorgement or restitution, including, without limitation, disgorgement of all
15 revenues, profits and/or unjust enrichment that each defendant obtained, directly or indirectly,
16 from Plaintiff and the members of the Class or otherwise as a result of the unlawful conduct
17 alleged herein, which is more than \$100,000 and which is estimated to be \$10 million;

18 E. For nominal damages;

19 F. For an order that each defendant be permanently enjoined from the unlawful
20 conduct alleged herein;

21 G. For an order that each defendant must, on its websites, in-store advertising, and all
22 communications to the public, limit use of the terms “Compare” or “Compare At” to
23 comparisons with the identical product;

24 H. An order that, to the extent that the “Compare At \$xx.xx” or any similar language
25 adjacent to or describing a reference price on each product webpage links to or launches a
26 disclosure, then the “Compare At \$xx.xx” or any similar language shall, on each product
27 webpage, be rendered in a manner which makes it obvious to the ordinary consumer exercising
28 reasonable care that the language is a hyperlink;

1 I. An order that each defendant maintain records for at least two years from the date
2 of advertisement of the source of the reference price for auditing purposes to ensure compliance
3 with the ordered injunctive relief;

4 J. An order that the Court retain jurisdiction to police each defendant's compliance
5 with the permanent injunctive relief;

6 K. For pre-judgment and/or post-judgment interest to the extent allowed by law;

7 L. For attorneys' fees to the extent allowed by law;

8 M. For costs to the extent allowed by law; and/or

9 N. Such other relief as the Court deems just and proper including, without limitation,
10 temporary or preliminary or permanent injunctive relief.

11 DATED this 4th day of January, 2019.

12
13 Presented by:

14 HATTIS & LUKACS

15
16 By: 
Daniel M. Hattis

17 Daniel M. Hattis, WSBA #50428
18 dan@hattislaw.com
19 Che Corrington, WSBA #54241
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26
27 Attorneys for Plaintiff Weimin Chen
28 and the Proposed Class

EXHIBIT 1



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	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	87828187		SUPER DUTY	TSDR	LIVE
2	87828255	5605588	POSSINI EURO DESIGN	TSDR	LIVE
3	87828204	5605587	IMPERIAL SHADE	TSDR	LIVE
4	87827813	5605579	TESLER	TSDR	LIVE
5	87828239	5599963	GICLEE GLOW	TSDR	LIVE
6	87828221	5599961	GICLEE GALLERY	TSDR	LIVE
7	87828248	5585263	ELM LANE	TSDR	LIVE
8	87707354	5534003	STUDIO 55D	TSDR	LIVE
9	87707330	5534002	KENSINGTON HILL	TSDR	LIVE
10	87714019	5513518	SPRINGCREST	TSDR	LIVE
11	87707346	5512917	NOBLE PARK	TSDR	LIVE
12	87184868	5203941	360 LIGHTING	TSDR	LIVE
13	87184901	5195513	REGENCY HILL	TSDR	LIVE
14	87184886	5195510	BARNES AND IVY	TSDR	LIVE
15	85444253	4280521	55 DOWNING STREET	TSDR	LIVE
16	85859039	4418075	COLOR + PLUS	TSDR	LIVE
17	78925037	3275043	FRANKLIN IRON WORKS	TSDR	LIVE
18	78925035	3275042	ULTRA SPECTRUM	TSDR	LIVE
19	78925033	3307206	ROBERT LOUIS TIFFANY	TSDR	LIVE
20	78647220	3093196	JOHN TIMBERLAND	TSDR	LIVE
21	78274437	2926339	AMERICA'S LIGHTING SUPERSTORE	TSDR	LIVE
22	77686572	3633490	OPEN BOX	TSDR	LIVE
23	77687370	3669383	CASA	TSDR	LIVE
24	77686580	3633491		TSDR	LIVE
25	77662315	3724006	EURO STYLE LIGHTING	TSDR	LIVE
26	76238821	2627737	POSSINI	TSDR	LIVE
27	76238812	2653624	POSSINI GIANNI POSSINI COLLECTION	TSDR	LIVE
28	76230212	2561641	BELLAGIO	TSDR	LIVE
29	76198681	2589822	SOVEREIGN	TSDR	LIVE

30	75877296	2561043	CDLC CERTIFIED DECORATIVE LIGHTING CONSULTANT	TSDR	LIVE
31	75467265	2268691	SAFE-T-HALOGEN	TSDR	LIVE
32	74026650	1847310	LYTEPLUS	TSDR	LIVE
33	74295334	1758206	LEXINGTON	TSDR	LIVE
34	74200713	1747004	CASA	TSDR	LIVE
35	73421408	1421496	LITES PLUS	TSDR	LIVE
36	73574984	1405715	PRO TRACK	TSDR	LIVE
37	73502700	1359087	LAMPS PLUS	TSDR	LIVE
38	73478429	1319230	CASA VIEJA	TSDR	LIVE
39	73421383	1292766	LITES PLUS	TSDR	LIVE

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EXHIBIT 2

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**SUPERIOR COURT OF WASHINGTON
FOR KING COUNTY**

WEIMIN CHEN,
for Himself, as a Private
Attorney General, and
All Others Similarly Situated,

Plaintiff,

v.

LAMPS PLUS, INC.,
and DOES 1-20, inclusive,

Defendants.

No. _____

SUMMONS (20 DAYS)

TO THE DEFENDANT: A lawsuit has been started against you in the above entitled court by WEIMIN CHEN, plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and by serving a copy upon the person signing this summons within 20 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the

1 undersigned person, you are entitled to notice before a default judgment may be entered.

2 You may demand that the plaintiff file this lawsuit with the court. If you do so, the
3 demand must be in writing and must be served upon the person signing this summons. Within 14
4 days after you serve the demand, the plaintiff must file his lawsuit with the court, or the service
5 on you of this summons and complaint will be void.

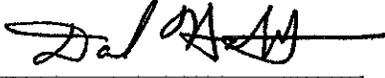
6 If you wish to seek the advice of an attorney in this matter, you should do so promptly so
7 that your written response, if any, may be served on time.

8 This summons is issued pursuant to rule 4 of the Superior Court Civil Rules of the State
9 of Washington.

10 DATED this 4th day of January, 2019.

11
12 Presented by:

13 HATTIS & LUKACS

14 By: 
15 Daniel M. Hattis

16 Daniel M. Hattis, WSBA #50428
17 dan@hattislaw.com
18 Che Corrington, WSBA #54241
19 che@hattislaw.com
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26 Attorneys for Plaintiff Weimin Chen
27 and the Proposed Class
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**SUPERIOR COURT OF WASHINGTON
FOR KING COUNTY**

WEIMIN CHEN,
for Himself, as a Private
Attorney General, and
All Others Similarly Situated,

Plaintiff,

v.

LAMPS PLUS, INC.,
and DOES 1-20, inclusive,

Defendants.

No. 19-2-00381-2 SEA

**PLAINTIFF'S DEMAND
FOR JURY TRIAL**

1 TO: The Clerk of the Court for Judge Rosen

2 AND TO: Lamps Plus, Inc.

3 Plaintiff elects to have all claims and issues in the above captioned case tried by a jury of
4 **twelve** persons. Plaintiff has paid to the Clerk of the Court for Judge Rosen the jury fee required
5 by law.

6 DATED this 4th day of January, 2019.

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Presented by:

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Attorneys for Plaintiff Weimin Chen
and the Proposed Class

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF KING**

Weimin Chen

vs

Lamps Plus

No. 19-2-00381-2 SEA

**CASE INFORMATION COVER SHEET AND
AREA DESIGNATION**

(CICS)

CAUSE OF ACTION

TTO - Tort /Other

AREA OF DESIGNATION

SEA

Defined as all King County north of Interstate 90 and including all of Interstate 90 right of way, all of the cities of Seattle, Mercer Island, Issaquah, and North Bend, and all of Vashon and Maury Islands.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF KING

Weimin Chen

Plaintiff(s)

vs

Lamps Plus, Inc. et al.

Defendant(s)

NO. 19-2-00381-2 SEA

ORDER SETTING CIVIL CASE SCHEDULE

ASSIGNED JUDGE: ROSEN, Dept. 33

FILED DATE: 01/04/2019

TRIAL DATE:01/06/2020

A civil case has been filed in the King County Superior Court and will be managed by the Case Schedule on Page 3 as ordered by the King County Superior Court Presiding Judge.

I. NOTICES

NOTICE TO PLAINTIFF: The Plaintiff may serve a copy of this **Order Setting Case Schedule (Schedule)** on the Defendant(s) along with the **Summons and Complaint/Petition**. Otherwise, the Plaintiff shall serve the *Schedule* on the Defendant(s) within 10 days after the later of: (1) the filing of the **Summons and Complaint/Petition** or (2) service of the Defendant's first response to the **Complaint/Petition**, whether that response is a **Notice of Appearance**, a response, or a Civil Rule 12 (CR 12) motion. The *Schedule* may be served by regular mail, with proof of mailing to be filed promptly in the form required by Civil Rule 5 (CR 5).

NOTICE TO ALL PARTIES:

All attorneys and parties should make themselves familiar with the King County Local Rules [*KCLCR*] -- especially those referred to in this *Schedule*. In order to comply with the *Schedule*, it will be necessary for attorneys and parties to pursue their cases vigorously from the day the case is filed. For example, discovery must be undertaken promptly in order to comply with the deadlines for joining additional parties, claims, and defenses, for disclosing possible witnesses [See *KCLCR 26*], and for meeting the discovery cutoff date [See *KCLCR 37(g)*].

You are required to give a copy of these documents to all parties in this case.

//

//

I. NOTICES (continued)

CROSSCLAIMS, COUNTERCLAIMS AND THIRD PARTY COMPLAINTS:

A filing fee of \$240 must be paid when any answer that includes additional claims is filed in an existing case.

KCLCR 4.2(a)(2)

A Confirmation of Joinder, Claims and Defenses or a Statement of Arbitrability must be filed by the deadline in the schedule. The court will review the confirmation of joinder document to determine if a hearing is required. If a Show Cause order is issued, all parties cited in the order must appear before their Chief Civil Judge.

PENDING DUE DATES CANCELED BY FILING PAPERS THAT RESOLVE THE CASE:

When a final decree, judgment, or order of dismissal of all parties and claims is filed with the Superior Court Clerk's Office, and a courtesy copy delivered to the assigned judge, all pending due dates in this *Schedule* are automatically canceled, including the scheduled Trial Date. It is the responsibility of the parties to 1) file such dispositive documents within 45 days of the resolution of the case, and 2) strike any pending motions by notifying the bailiff to the assigned judge.

Parties may also authorize the Superior Court to strike all pending due dates and the Trial Date by filing a *Notice of Settlement* pursuant to KCLCR 41, and forwarding a courtesy copy to the assigned judge. If a final decree, judgment or order of dismissal of all parties and claims is not filed by 45 days after a *Notice of Settlement*, the case may be dismissed with notice.

If you miss your scheduled Trial Date, the Superior Court Clerk is authorized by KCLCR 41(b)(2)(A) to present an *Order of Dismissal*, without notice, for failure to appear at the scheduled Trial Date.

NOTICES OF APPEARANCE OR WITHDRAWAL AND ADDRESS CHANGES:

All parties to this action must keep the court informed of their addresses. When a Notice of Appearance/Withdrawal or Notice of Change of Address is filed with the Superior Court Clerk's Office, parties must provide the assigned judge with a courtesy copy.

ARBITRATION FILING AND TRIAL DE NOVO POST ARBITRATION FEE:

A Statement of Arbitrability must be filed by the deadline on the schedule if **the case is subject to mandatory arbitration** and service of the original complaint and all answers to claims, counterclaims and cross-claims have been filed. If mandatory arbitration is required after the deadline, parties must obtain an order from the assigned judge transferring the case to arbitration. **Any party filing a Statement must pay a \$220 arbitration fee.** If a party seeks a trial de novo when an arbitration award is appealed, a fee of \$250 and the request for trial de novo must be filed with the Clerk's Office Cashiers.

NOTICE OF NON-COMPLIANCE FEES:

All parties will be assessed a fee authorized by King County Code 4A.630.020 whenever the Superior Court Clerk must send notice of non-compliance of schedule requirements and/or Local Civil Rule 41.

King County Local Rules are available for viewing at www.kingcounty.gov/courts/clerk.

II. CASE SCHEDULE

* CASE EVENT	EVENT DATE
Case Filed and Schedule Issued.	01/04/2019
* Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See KCLMAR 2.1(a) and Notices on Page 2]. \$220 arbitration fee must be paid	06/14/2019
* DEADLINE to file Confirmation of Joinder if not subject to Arbitration [See KCLCR 4.2(a) and Notices on Page 2].	06/14/2019
DEADLINE for Hearing Motions to Change Case Assignment Area [KCLCR 82(e)].	06/28/2019
DEADLINE for Disclosure of Possible Primary Witnesses [See KCLCR 26(k)].	08/05/2019
DEADLINE for Disclosure of Possible Additional Witnesses [See KCLCR 26(k)].	09/16/2019
DEADLINE for Jury Demand [See KCLCR 38(b)(2)].	09/30/2019
DEADLINE for a Change in Trial Date [See KCLCR 40(e)(2)].	09/30/2019
DEADLINE for Discovery Cutoff [See KCLCR 37(g)].	11/18/2019
DEADLINE for Engaging in Alternative Dispute Resolution [See KCLCR 16(b)].	12/09/2019
DEADLINE: Exchange Witness & Exhibit Lists & Documentary Exhibits [KCLCR 4(j)].	12/16/2019
* DEADLINE to file Joint Confirmation of Trial Readiness [See KCLCR 16(a)(1)]	12/16/2019
DEADLINE for Hearing Dispositive Pretrial Motions [See KCLCR 56; CR 56].	12/23/2019
* Joint Statement of Evidence [See KCLCR 4 (k)]	12/30/2019
DEADLINE for filing Trial Briefs, Proposed Findings of Fact and Conclusions of Law and Jury Instructions (Do not file proposed Findings of Fact and Conclusions of Law with the Clerk)	12/30/2019
Trial Date [See KCLCR 40].	01/06/2020

The * indicates a document that must be filed with the Superior Court Clerk's Office by the date shown.

III. ORDER

Pursuant to King County Local Rule 4 [KCLCR 4], IT IS ORDERED that the parties shall comply with the schedule listed above. Penalties, including but not limited to sanctions set forth in Local Rule 4(g) and Rule 37 of the Superior Court Civil Rules, may be imposed for non-compliance. It is FURTHER ORDERED that the party filing this action must serve this *Order Setting Civil Case Schedule* and attachment on all other parties.

DATED: 01/04/2019



PRESIDING JUDGE

IV. ORDER ON CIVIL PROCEEDINGS FOR ASSIGNMENT TO JUDGE

READ THIS ORDER BEFORE CONTACTING YOUR ASSIGNED JUDGE.

This case is assigned to the Superior Court Judge whose name appears in the caption of this case schedule. The assigned Superior Court Judge will preside over and manage this case for all pretrial matters.

COMPLEX LITIGATION: If you anticipate an unusually complex or lengthy trial, please notify the assigned court as soon as possible.

APPLICABLE RULES: Except as specifically modified below, all the provisions of King County Local Civil Rules 4 through 26 shall apply to the processing of civil cases before Superior Court Judges. The local civil rules can be found at www.kingcounty.gov/courts/clerk/rules/Civil.

CASE SCHEDULE AND REQUIREMENTS: Deadlines are set by the case schedule, issued pursuant to Local Civil Rule 4.

THE PARTIES ARE RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL DEADLINES IMPOSED BY THE COURT'S LOCAL CIVIL RULES.

A. Joint Confirmation regarding Trial Readiness Report

No later than twenty one (21) days before the trial date, parties shall complete and file (with a copy to the assigned judge) a joint confirmation report setting forth whether a jury demand has been filed, the expected duration of the trial, whether a settlement conference has been held, and special problems and needs (e.g., interpreters, equipment).

The Joint Confirmation Regarding Trial Readiness form is available at www.kingcounty.gov/courts/scforms. If parties wish to request a CR 16 conference, they must contact the assigned court. Plaintiff's/petitioner's counsel is responsible for contacting the other parties regarding the report.

B. Settlement/Mediation/ADR

a. Forty five (45) days before the trial date, counsel for plaintiff/petitioner shall submit a written settlement demand. Ten (10) days after receiving plaintiff's/petitioner's written demand, counsel for defendant/respondent shall respond (with a counter offer, if appropriate).

b. Twenty eight (28) days before the trial date, a Settlement/Mediation/ADR conference shall have been held. FAILURE TO COMPLY WITH THIS SETTLEMENT CONFERENCE REQUIREMENT MAY RESULT IN SANCTIONS.

C. Trial

Trial is scheduled for 9:00 a.m. on the date on the case schedule or as soon thereafter as convened by the court. The Friday before trial, the parties should access the court's civil standby calendar on the King County Superior Court website www.kingcounty.gov/courts/superiorcourt to confirm the trial judge assignment.

MOTIONS PROCEDURES

A. Noting of Motions

Dispositive Motions: All summary judgment or other dispositive motions will be heard with oral argument before the assigned judge. The moving party must arrange with the hearing judge a date and time for the hearing, consistent with the court rules. Local Civil Rule 7 and Local Civil Rule 56 govern procedures for summary judgment or other motions that dispose of the case in whole or in part. The local civil rules can be found at www.kingcounty.gov/courts/clerk/rules/Civil.

Non-dispositive Motions: These motions, which include discovery motions, will be ruled on by the assigned judge without oral argument, unless otherwise ordered. All such motions must be noted for a date by which the ruling is requested; this date must likewise conform to the applicable notice requirements. Rather than noting a time of day, the Note for Motion should state "Without Oral Argument." Local Civil Rule

7 governs these motions, which include discovery motions. The local civil rules can be found at www.kingcounty.gov/courts/clerk/rules/Civil.

Motions in Family Law Cases not involving children: Discovery motions to compel, motions in limine, motions relating to trial dates and motions to vacate judgments/dismissals shall be brought before the assigned judge. All other motions should be noted and heard on the Family Law Motions calendar. Local Civil Rule 7 and King County Family Law Local Rules govern these procedures. The local rules can be found at www.kingcounty.gov/courts/clerk/rules.

Emergency Motions: Under the court's local civil rules, emergency motions will usually be allowed only upon entry of an Order Shortening Time. However, some emergency motions may be brought in the Ex Parte and Probate Department as expressly authorized by local rule. In addition, discovery disputes may be addressed by telephone call and without written motion, if the judge approves in advance.

B. Original Documents/Working Copies/ Filing of Documents: All original documents must be filed with the Clerk's Office. Please see information on the Clerk's Office website at www.kingcounty.gov/courts/clerk regarding the requirement outlined in LGR 30 that attorneys must e-file documents in King County Superior Court. The exceptions to the e-filing requirement are also available on the Clerk's Office website. The local rules can be found at www.kingcounty.gov/courts/clerk/rules.

The working copies of all documents in support or opposition must be marked on the upper right corner of the first page with the date of consideration or hearing and the name of the assigned judge. The assigned judge's working copies must be delivered to his/her courtroom or the Judges' mailroom. Working copies of motions to be heard on the Family Law Motions Calendar should be filed with the Family Law Motions Coordinator. Working copies can be submitted through the Clerk's office E-Filing application at www.kingcounty.gov/courts/clerk/documents/eWC.

Service of documents: Pursuant to Local General Rule 30(b)(4)(B), e-filed documents shall be electronically served through the e-Service feature within the Clerk's eFiling application. Pre-registration to accept e-service is required. E-Service generates a record of service document that can be e-filed. Please see the Clerk's office website at www.kingcounty.gov/courts/clerk/documents/efiling regarding E-Service.

Original Proposed Order: Each of the parties must include an original proposed order granting requested relief with the working copy materials submitted on any motion. **Do not file the original of the proposed order with the Clerk of the Court.** Should any party desire a copy of the order as signed and filed by the judge, a pre-addressed, stamped envelope shall accompany the proposed order. The court may distribute orders electronically. Review the judge's website for information: www.kingcounty.gov/courts/SuperiorCourt/judges.

Presentation of Orders for Signature: All orders must be presented to the assigned judge or to the Ex Parte and Probate Department, in accordance with Local Civil Rules 40 and 40.1. Such orders, if presented to the Ex Parte and Probate Department, shall be submitted through the E-Filing/Ex Parte via the Clerk application by the attorney(s) of record. E-filing is not required for self-represented parties (non-attorneys). If the assigned judge is absent, contact the assigned court for further instructions. If another judge enters an order on the case, counsel is responsible for providing the assigned judge with a copy.

Proposed orders finalizing settlement and/or dismissal by agreement of all parties shall be presented to the Ex Parte and Probate Department. Such orders shall be submitted through the E-Filing/Ex Parte via the Clerk application by the attorney(s) of record. E-filing is not required for self-represented parties (non-attorneys). Formal proof in Family Law cases must be scheduled before the assigned judge by contacting the bailiff, or formal proof may be entered in the Ex Parte Department. **If final order and/or formal proof are entered in the Ex Parte and Probate Department, counsel is responsible for providing the assigned judge with a copy.**

C. Form

Pursuant to Local Civil Rule 7(b)(5)(B), the initial motion and opposing memorandum shall not exceed 4,200 words and reply memoranda shall not exceed 1,750 words without authorization of the court. The word count

includes all portions of the document, including headings and footnotes, except 1) the caption; 2) table of contents and/or authorities, if any; and 3) the signature block. Over-length memoranda/briefs and motions supported by such memoranda/briefs may be stricken.

IT IS SO ORDERED. FAILURE TO COMPLY WITH THE PROVISIONS OF THIS ORDER MAY RESULT IN DISMISSAL OR OTHER SANCTIONS. PLAINTIFF/PEITITONER SHALL FORWARD A COPY OF THIS ORDER AS SOON AS PRACTICABLE TO ANY PARTY WHO HAS NOT RECEIVED THIS ORDER.



PRESIDING JUDGE

11

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lamps Plus Hit with Class Action After Allegedly 'Fooling' Consumers with Fraudulent Sales Prices, Fictitious Brand Names](#)
