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UNITED STATES DISTRICT COURT

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FOR THE NORTHERN DISTRICT OF CALIFORNIA

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JEFFREY FREEMAN, on behalf of himself and
all others similarly situated,

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Plaintiff,

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v.

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INDOCHINO APPAREL, INC.; INDOCHINO
APPAREL (US), INC.; and DOES 1 through 100,
18 inclusive,

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Defendants.

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Case No. _____

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 Plaintiff Jeffrey Freeman (“Plaintiff”), on behalf of himself and those similarly
2 situated, based on information, belief and investigation of his counsel, except for information
3 based on personal knowledge, hereby alleges:

4 **INTRODUCTION**

5 1. “Most consumers have, at some point, purchased merchandise that was marketed
6 as “on sale” because the proffered discount seemed too good to pass up.”¹ This class action
7 targets Indochino Apparel, Inc. and Indochino Apparel (US), Inc. (collectively, “Defendants”),
8 for their business practice of advertising perpetual sales with fictitious reference prices and
9 corresponding phantom discounts on men’s clothing. Specifically, Defendants engage in a
10 systematic and pervasive false reference pricing scheme by deceptively advertising through their
11 website, in stores, via e-mails and on social media that their men’s clothing is “on sale” and was
12 previously sold at a substantially higher price when, in fact, the clothing has always been sold at
13 or near the falsely claimed “sale” price. As used herein the term “Clothing” means Defendants’
14 men’s made-to-measure clothing such as suits, tuxedos, blazers, vests and pants that are regularly
15 and repeatedly advertised at substantial discounts to a specified reference price but rarely, if ever,
16 sold at the represented reference price.

17 2. The practice of false reference pricing occurs when a company fabricates a fake
18 regular, original or former reference price, and then offers an item for “sale” at a price that is
19 deeply discounted to the fabricated reference price. In these situations, the deeply discounted
20 price is not in fact a discount because it is the price at which the item is customarily sold. As
21 used herein the term “Reference Price” refers to the fabricated regular, original or former price at
22 which the Clothing was purportedly sold. The deceptive pricing scheme conducted by
23 Defendants misleads reasonable consumers, including Plaintiff, to believe that the value of the
24 Clothing is substantially higher than its fair market value, inducing consumers to purchase the
25 Clothing based on the false premise that they are receiving “a great deal.” Defendants implement
26 the deceptive pricing scheme using a number of deceptive techniques, including depicting the

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28 ¹ *Hinojos v. Kohls Corp.*, 718 F.3d 1098, 1101 (9th Cir. 2013).

1 Reference Price as a strikethrough, *i.e.*, “\$799,” followed by the discounted price at which the
2 item is being offered for “sale,” *i.e.*, “\$349.” Above the two prices Defendants often picture a
3 circle with the discounted percentage, *i.e.*, “56% off” or simply the term “sale,” further indicating
4 that the Reference Price with the strikethrough is a regular, original or former price and that the
5 “sale” price is heavily discounted from that Reference Price. Under California law, the fair
6 market value for private label products is the price at which the company regularly sells the
7 products. Because Defendants only sell made-to-measure private label Clothing, the fair market
8 value of such Clothing is the value at which it is regularly sold and the net effect of Defendants’
9 scheme is that Defendants’ customers receive Clothing of substantially less quality and value than
10 those that are advertised.

11 3. Plaintiff purchased the Clothing in reliance on Defendants’ false representations
12 that the Clothing was “on sale” and of substantially higher quality and value than the actual
13 quality and value of the Clothing. Defendants’ make these false representations on the marketing
14 materials on their website, in store, via emails and on social media. If Plaintiff had known that
15 the Clothing did not have a fair market value equal to the Reference Price, Plaintiff would not
16 have purchased the Clothing. At a minimum, Plaintiff would not have paid as much as he did if
17 he had known the “sale” price was the fair market value of the Clothing.

18 4. As a result of this illicit pricing scheme, Defendants violated and continue to
19 violate California consumer protection laws. Defendants not only breached their written contract
20 with purchasers of the Clothing; but also breached their express warranty under the California
21 Commercial Code § 2313; violated the California Consumers Legal Remedies Act (“CLRA”);
22 violated the California False Advertising Law (“FAL”); and violated the California Unfair
23 Competition Law (“UCL”) based on fraudulent, unlawful and unfair acts and practices.

24 5. Plaintiff and the Class seek declaratory and injunctive relief enjoining Defendants
25 from continuing the unlawful practices set forth herein, directing Defendants to identify all
26 victims of their misconduct, ordering Defendants to engage in a corrective advertising campaign,
27 and ordering Defendants to provide an accounting of their profits and unjust enrichment. In
28 addition, Plaintiff seeks damages, restitution and disgorgement of all profits and unjust

1 enrichment that Defendants obtained from Class members as a result of their unlawful, unfair and
2 deceptive business practices. Lastly, Plaintiff seeks reasonable attorneys' fees and costs, and
3 such other and further relief as the Court may deem necessary or appropriate.

4 PARTIES

5 6. Plaintiff Jeffrey Freeman is a resident of San Francisco, California. On Friday,
6 August 4, 2017, Mr. Freeman placed an order for Defendants' Premium Navy Suit for \$349 that
7 was purported to be discounted from the Reference Price of \$799. The order number is
8 #12854019 and was shipped to Mr. Freeman on August 15, 2017. The invoice for his order is
9 attached as Exhibit 1. Defendants sell a number of premium suits, which are consistently offered
10 at a "sale" price, usually in the range of \$299-\$399, including as recently as July 31, 2019. On or
11 about August 4, 2017, Mr. Freeman visited Defendants' website where he observed that a sale
12 was occurring and that many suits were being sold at a steep discount from the Reference Prices
13 listed on the website. Seeking to take advantage of the sale, Mr. Freeman traveled to Defendants'
14 showroom in San Francisco, located at 61 Post St., San Francisco, California 94104, to get
15 measured for a made-to-measure suit. After Defendants' employees measured Mr. Freeman at
16 the showroom, they showed Mr. Freeman a computerized tablet that displayed Defendants' suits
17 online so that Mr. Freeman could choose a suit to purchase. On the tablet, Mr. Freeman observed
18 that most of the premium suits had a Reference Price of \$799. Next to the Reference Price, Mr.
19 Freeman observed that the premium suits had a "sale" price. After perusing the premium suits on
20 the tablet and observing the Reference Price and "sale" price, Mr. Freeman ordered the Premium
21 Navy Suit from the tablet for the "sale" price of \$349, which had a Reference Price of \$799.

22 7. Mr. Freeman ordered the suit believing that he was receiving a significant discount
23 on a high quality item because the Reference Price indicated that he was purchasing a suit that
24 had a value of \$799, for a sale price of \$349. Mr. Freeman specifically purchased Defendants'
25 Premium Navy Suit for \$349 in reliance on Defendants' representations that the suit was being
26 sold at a discount of \$450. However, the suit is rarely, if ever, sold for \$799. The suit was
27 shipped to Mr. Freeman approximately four weeks after he ordered it. Because Mr. Freeman
28 ordered his suit using the tablet at Defendants' showroom, Mr. Freeman did not have an

1 opportunity to actually inspect the quality of the suit prior to purchasing it. Had Mr. Freeman
2 known that the suit was not worth \$799, and had rarely, if ever, been sold at that price, he would
3 not have purchased the suit or would not have paid as much as he did for it.

4 8. Defendant Indochino Apparel, Inc. is a Canadian corporation with its principal
5 places of business in Vancouver, BC, Canada. Defendant Indochino Apparel, Inc. advertises,
6 markets and sells the Clothing.

7 9. Defendant Indochino Apparel (US), Inc. is a Delaware corporation with its
8 principal places of business in Vancouver, BC, Canada. Defendant Indochino Apparel (US), Inc.
9 advertises, markets and sells the Clothing.

10 10. DOES 1 through 100 are persons or entities whose true names and capacities are
11 presently unknown to Plaintiff and members of the Class, and who therefore are sued by such
12 fictitious names. Plaintiff and members of the Class are informed and believe, and on that basis
13 allege, that each of the fictitiously named defendants perpetrated some or all of the wrongful acts
14 alleged herein and are responsible in some manner for the matters alleged herein. Plaintiff will
15 amend this Complaint to state the true names and capacities of such fictitiously named defendants
16 when ascertained.

17 11. Defendants Indochino Apparel, Inc., Indochino Apparel (US), Inc., and DOES 1-
18 100 are collectively referred to herein as “Defendants.”

19 **JURISDICTION AND VENUE**

20 12. This Court has jurisdiction over this action under the Class Action Fairness Act,
21 28 U.S.C. § 1332(d). The aggregated claims of the individual Class members exceed the sum or
22 value of \$5,000,000, exclusive of interests and costs, and at least some members of the proposed
23 Class have a different citizenship from Defendants because each Defendant is not a citizen of
24 California.

25 13. This Court has personal jurisdiction over Defendants because each is a
26 corporation or other entity that has sufficient minimum contacts in California, or otherwise
27 intentionally avails itself of the California market either through the distribution, sale or
28 marketing of the Clothing in the State of California or by having a facility or employees located

1 in California so as to render the exercise of jurisdiction over it by the California courts consistent
2 with traditional notions of fair play and substantial justice.

3 14. Venue is proper pursuant to 28 U.S.C. § 1391(a) because a substantial part of the
4 events or omissions giving rise to the claim occurred in this District pursuant to 28 U.S.C. §
5 1391(b)(2).

6 15. **Intradistrict Assignment (L.R. 3-2(c) and (d) and 3.5(b))**: This action arises in
7 San Francisco County, in that a substantial part of the events which give rise to the claims
8 asserted herein occurred in San Francisco County. Pursuant to L.R. 3-2(c), all civil actions which
9 arise in San Francisco County shall be assigned to the San Francisco Division or the Oakland
10 Division.

11 **BACKGROUND FACTS**

12 16. Defendants claim they are the largest made-to-measure apparel company in the
13 world. Taking advantage of consumer perception that custom made-to-measure clothing is of the
14 highest quality, Defendants' advertise their Clothing to consumers who desire the "finest
15 materials," "lasting quality," and a "custom fit." There are two predominant methods to purchase
16 Defendants' Clothing. The first method is for customers to complete the entire purchase online at
17 Defendants' website. Using this method, customers go through a three-step process that is
18 outlined on the website. First, Defendants' customers are directed to choose from a full selection
19 of Clothing and other accessories on the website. Second, Defendants' customers are offered the
20 option to further customize Clothing with monograms and other options. Lastly, Defendants'
21 customers are provided with a step-by-step video on Defendants' website to measure themselves.
22 Customers are then requested to submit their measurements online and purchase the Clothing,
23 which Defendants' will custom make to each customer's individual measurements. Each
24 customer is required to create an online profile using their email address, where their
25 measurements and order history are saved online for future reference. Following this process,
26 many of Defendants' customers can complete their entire purchase online.

27 17. The second method to purchase Defendants' Clothing is by visiting one of
28 Defendants' showrooms to get measured by one of Defendants' employees. While Defendants

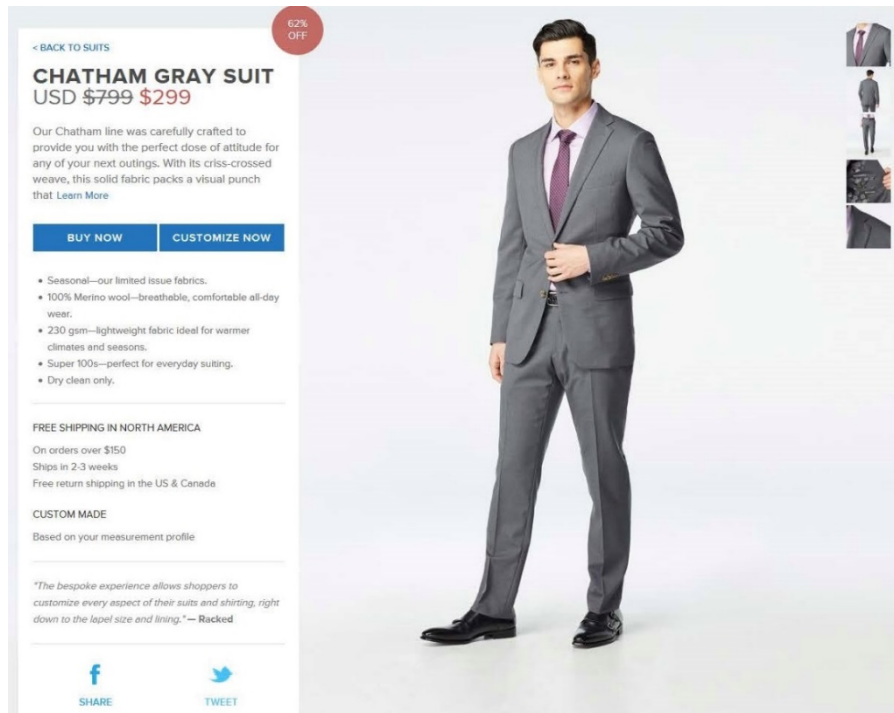
1 accept walk-ins at their showrooms, Defendants recommend booking an appointment online.
2 After Defendants' employees measure a customer at the showroom, they provide the customer
3 with a computerized tablet linked to an online portal to Defendants' Clothing. Similar to the first
4 method for purchasing Defendants' Clothing, each customer creates an online profile using their
5 email address, where the measurements are then uploaded to Defendants' servers. The customer
6 then has the option to scroll through Defendants' online portal to pick the Clothing of their
7 choice. Thus, regardless of whether a customer completes the entire purchase online or visits a
8 showroom and selects Clothing using the tablet, the customer is always directed to Defendants'
9 website or online portal through the tablet to purchase the Clothing. By funneling the entire
10 process through Defendants' website or online portal, Defendants' customers are nearly always
11 exposed to language indicating that there is a "sale" occurring, as well as the false Reference
12 Price, "sale" price and often a percentage off for each article of Clothing.

13 18. Because each customer is required to create an online profile using their email
14 address, Defendants maintain an online account for each customer that saves their measurements
15 so that they can purchase additional articles of Clothing online through their account without
16 needing to get measured again or send in another set of measurements. The online profile also
17 saves each customer's order history and provides Defendants with an email address to continue to
18 market the false reference pricing scheme to each customer. Defendants' perpetuate their false
19 reference pricing scheme by sending nearly daily emails regarding "sales" to each customer. By
20 maintaining an online profile of each customer, Defendants have access to every customers'
21 purchase history, including the amounts each customer purchased their Clothing for as well as the
22 false discounts attributed to those purchases.

23 19. After Defendants' customers create their online profile and order Clothing,
24 Defendants ship the Clothing to their customers. Customers never see the finished Clothing until
25 after the purchase is complete and the Clothing is sent to them. Thus, Plaintiff and the Class
26 members have no way to independently determine the value of the Clothing prior to purchase
27 because they have never seen the Clothing in person and must rely on Defendants' false
28 assertions as to the value of the Clothing.

1 20. This action seeks to remedy Defendants’ unlawful, unfair and deceptive business
 2 practices with respect to the advertising and sales of the Clothing in California. Defendants
 3 engage in a scheme to defraud consumers by perpetually discounting the advertised price of the
 4 Clothing. Specifically, Defendants deceptively advertise through their website, in stores, via e-
 5 mails and on social media that the Clothing is “on sale” and was previously sold at a substantially
 6 higher Reference Price, when, in fact, the Clothing has nearly always been sold at or near the
 7 falsely claimed “sale” price. In other words, the “sale” price is simply Defendants’ regular price.

8 21. Defendants have thus engaged in a continuous and uniform multimedia advertising
 9 campaign that centered on percentage and dollar-off discounts to consumers. They also advertise
 10 these false discounted prices as only available for a limited time in order to induce consumers
 11 with a false sense of urgency so that they purchase the “sale” price of the Clothing before it
 12 returns to the Reference Price, which it never does. For example, since at least April 26, 2019,
 13 Defendants have advertised the Chatham Gray Suit with a Reference Price of \$799, but have
 14 never sold that suit at that price. Below is a screen shot of the Chatham Gray Suit from
 15 Defendants’ website on April 26, 2019:

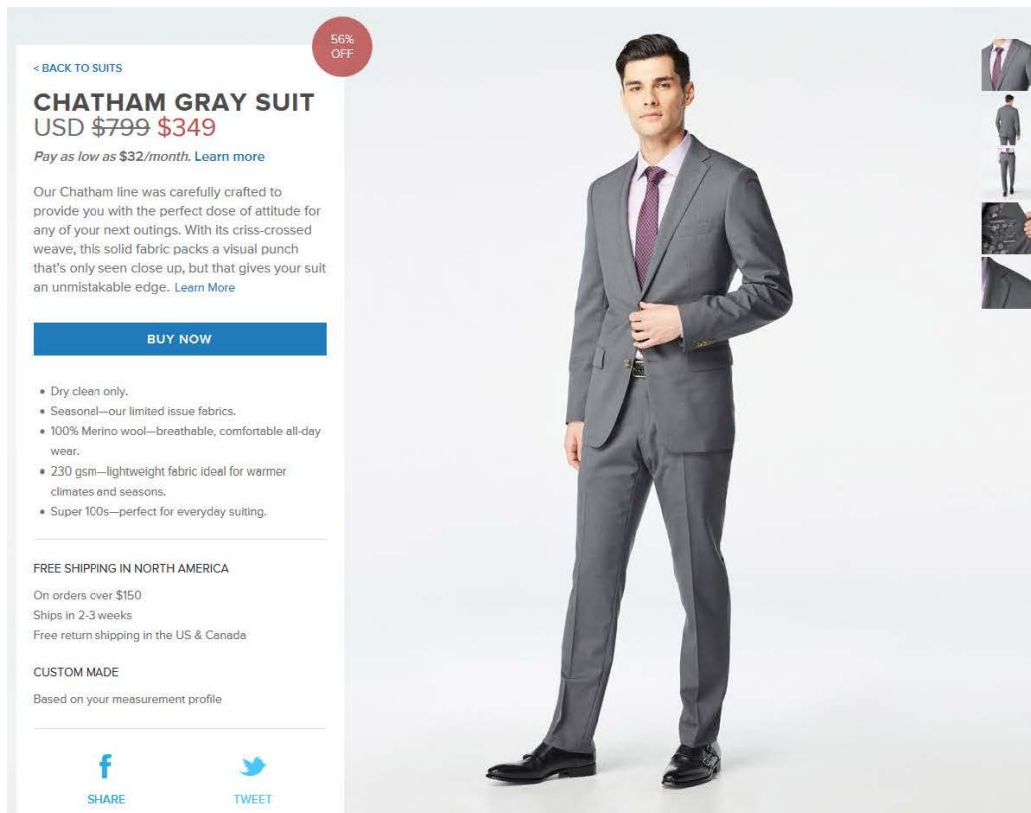


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22. Here it is on May 1, 2019:



23. Here it is on May 30, 2019:



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24. Here it is on June 19, 2019:

< BACK TO SUITS

CHATHAM GRAY SUIT
USD ~~\$799~~ **\$349**

Pay as low as \$32/month. [Learn more](#)

Our Chatham line was carefully crafted to provide you with the perfect dose of attitude for any of your next outings. With its criss-crossed weave, this solid fabric packs a visual punch that's only seen close up, but that gives your suit an unmistakable edge. [Learn More](#)

This Product is Sold Out

- Dry clean only.
- Seasonal—our limited issue fabrics.
- 100% Merino wool—breathable, comfortable all-day wear.
- 230 gsm—lightweight fabric ideal for warmer climates and seasons.
- Super 100s—perfect for everyday suiting.

SHARE TWEET

56% OFF

25. And here it is on July 31, 2019:

< BACK TO SUITS

CHATHAM GRAY SUIT
USD ~~\$799~~ **\$329**

Pay as low as \$30/month. [Learn more](#)

Our Chatham line was carefully crafted to provide you with the perfect dose of attitude for any of your next outings. With its criss-crossed weave, this solid fabric packs a visual punch that's only seen close up, but that gives your suit an unmistakable edge. [Learn More](#)

This Product is Sold Out

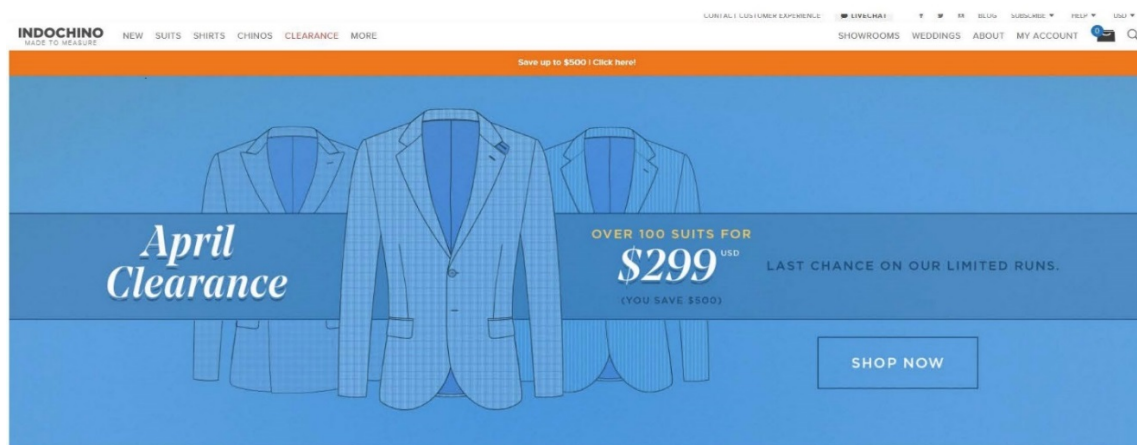
- Dry clean only.
- Seasonal—our limited issue fabrics.
- 100% Merino wool—breathable, comfortable all-day wear.
- 230 gsm—lightweight fabric ideal for warmer climates and seasons.
- Super 100s—perfect for everyday suiting.

SHARE TWEET

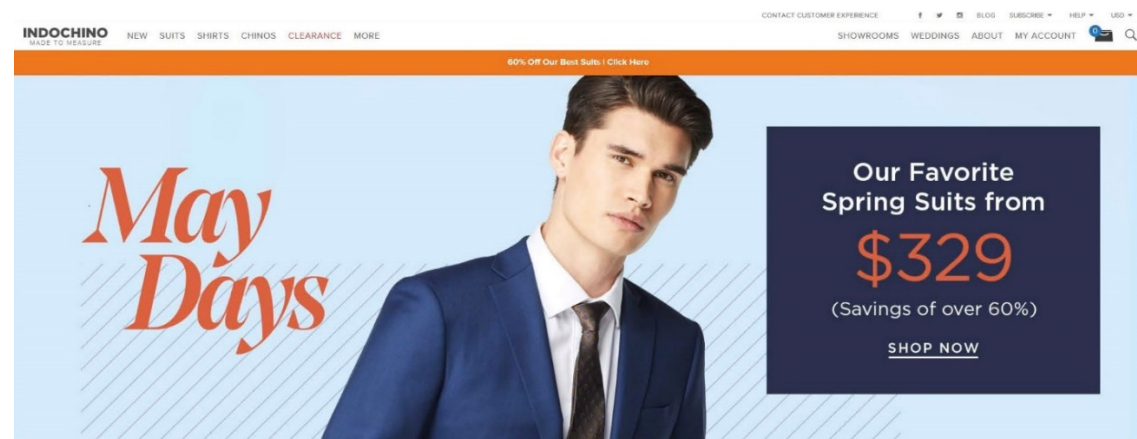
26. While during this three month period the “sale” price of the Chatham Gray Suit varied between \$299 and \$349, the Chatham Gray Suit was never offered for sale at its Reference Price of \$799. In fact, it was never offered for sale at more than half of the \$799 Reference Price.

1 Defendants’ false sale pricing representations regarding the Chatham Gray Suit are repeated with
 2 the other Clothing.

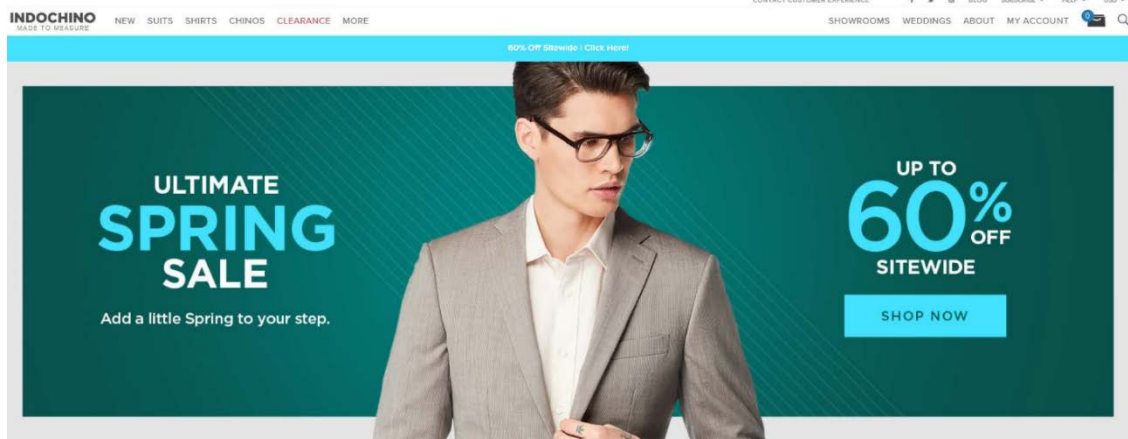
3 27. Defendants’ false reference pricing scheme is primarily implemented on their
 4 website and via email as well as in social media. Once a consumer arrives at Defendants’
 5 website, the homepage of the website bombards consumers with a variety of limited time “sales.”
 6 The top banner of the homepage usually displays a seasonal or daily “sale.” For example, on
 7 April 26, 2019, the “sale” in the top banner was called “April Clearance” and offered over 100
 8 suits for \$299 with the parenthetical “(You Save \$500).”



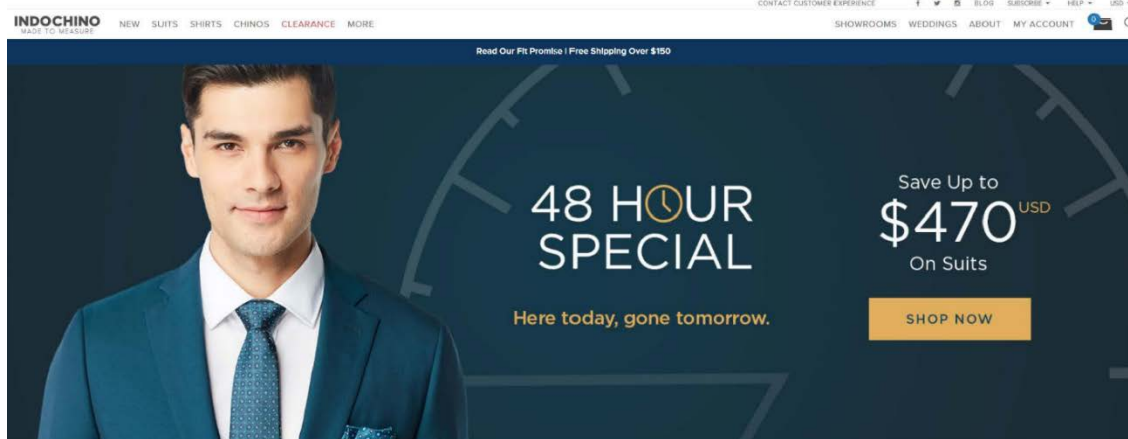
17 28. On May 1, 2019, only five days later, the “sale” in the top banner was called “May
 18 Days” and offered Defendants’ favorite spring suits at \$329 with the parenthetical “(Savings of
 19 over 60%).”



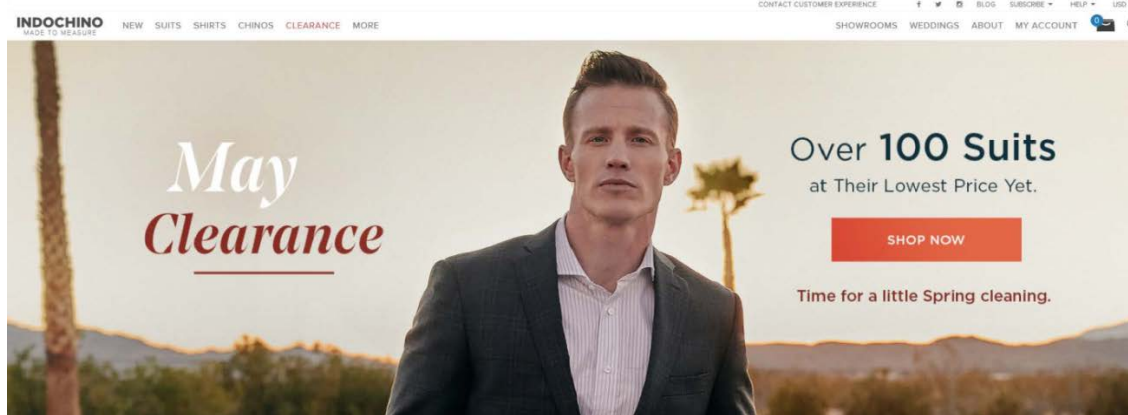
1 29. On May 3, 2019, only two days later, the “sale” in the top banner was called
2 “Ultimate Spring Sale” and offered up to 60% off site wide.



10 30. On May 14, 2019, the “sale” in the top banner was called “48 hour special” and
11 offered savings of up to \$470 on suits.



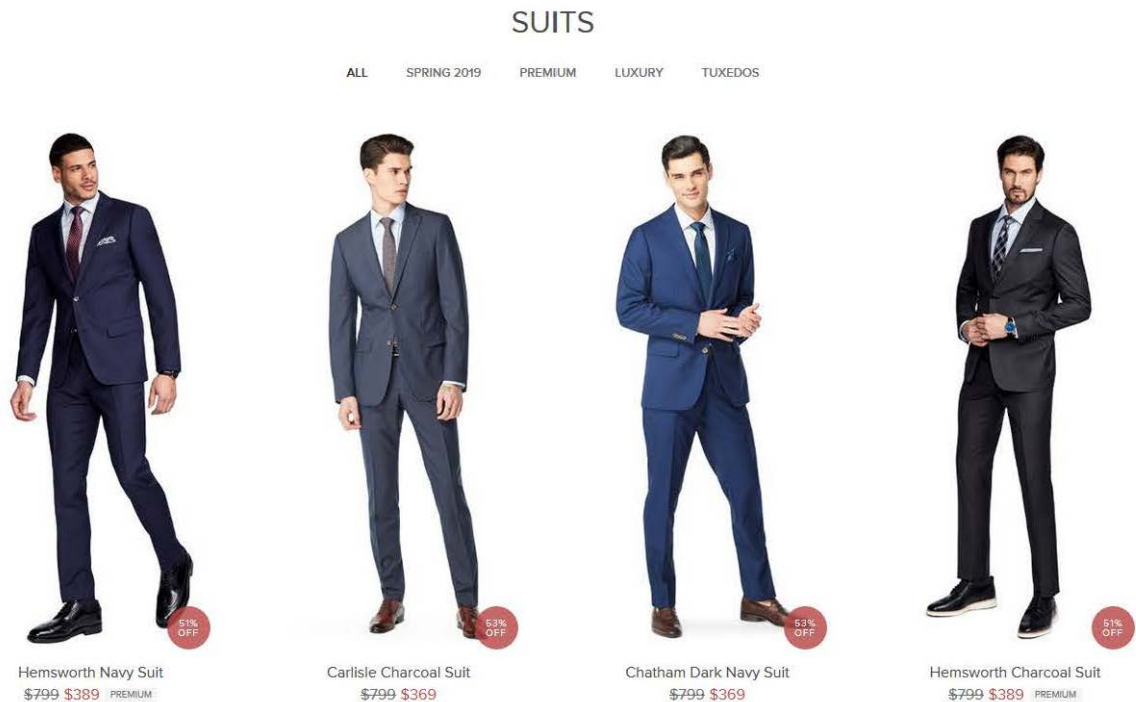
19 31. On May 30, 2019, the “sale” in the top banner was called “May Clearance” and
20 offered over 100 suits at their lowest price yet.



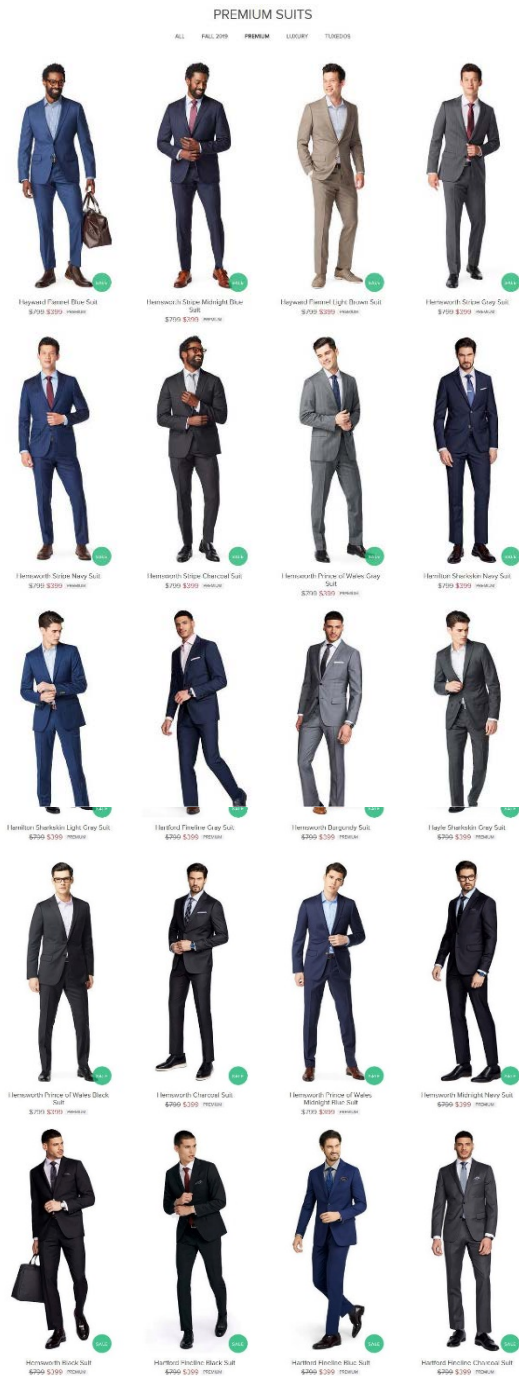
1 32. These are examples of Defendants’ consistent and perpetual sale scheme. Based
 2 on the continuous nature of this marketing campaign, the Clothing sold by Defendants is rarely, if
 3 ever, sold to consumers at the Reference Price.

4 33. Even if a consumer does not click the top banner of the homepage displaying the
 5 daily or seasonal “sale,” clicking on any specific tab for the Clothing leads a consumer to other
 6 pages conveying Defendants’ false reference pricing scheme. For example, each webpage for
 7 Defendants’ custom made-to-measure Clothing displays the articles of that type of Clothing with
 8 a false Reference Price and a corresponding “sale” price immediately next to the Reference Price.
 9 The Reference Price is printed in “strikethrough,” communicating to the consumer that the
 10 Reference Price is a regular, original or former price of the item that is now being offered at a
 11 substantial discount. Above the two prices is frequently a circle that displays the discounted
 12 percentage, *i.e.*, “50% off,” further substantiating that the Reference Price is a regular, original or
 13 former price and that the “sale” price is heavily discounted from that Reference Price. The
 14 advertising for this Clothing routinely includes the false Reference Price (which is crossed out)
 15 and the “sale” price, and frequently the percentage off.

16 34. For example, below is a screen shot of Defendants’ website from May 3, 2019
 17 displaying the first row of suits when a consumer clicks on the “suits” tab:



1 35. The webpage automatically loads as the user scrolls down the page to add more
 2 falsely advertised “sale” suits such that up to 43 premium suits are displayed on the page. Below
 3 is screenshot from Defendants’ website displaying an entire page of premium suits in
 4 miniaturized form:



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36. Each of the above referenced “sale” suits was advertised with a Reference Price of \$699 to \$799 and was on “sale” for less than \$399. During the prior three months, none of these suits were offered for sale at the Reference Price. In fact, Plaintiff can find no evidence that any of these suits were ever sold at the Reference Price.

37. The Clothing is rarely, if ever, offered for sale at the Reference Price. The Reference Price is merely a false regular, original or former price, which Defendants utilize to deceptively manufacture a deeply discounted “sale” price on the Clothing. This practice is not

1 accidental. Rather, this practice is a fraudulent scheme intended to deceive consumers into: (1)
2 making purchases they otherwise would not have made; and (2) purchasing Clothing they believe
3 was of a higher worth or value than the Clothing sold to them by Defendants.

4 38. Defendants have showrooms throughout California, including San Francisco, San
5 Jose, Sacramento, Santa Monica, West Hollywood, Glendale, Newport Beach and San Diego.
6 The showrooms are not conventional retail outlets; rather, consumers who do not wish to measure
7 themselves and submit measurements online have the option to visit a showroom to receive a
8 fitting from one of Defendants' employees. While the showrooms accept walk-ins, Defendants'
9 recommend that consumers book an appoint online for a fitting at a showroom to receive
10 measurements for Defendants' custom made-to-measure Clothing.

11 39. Because Defendants' customers must use a computerized tablet linked to an online
12 portal operated by Defendants to purchase Clothing at the showroom, Defendants' false pricing
13 scheme is funneled through their portal, which contains the same false pricing scheme as their
14 website. In addition, since each customer creates an online profile, Defendants' maintain a
15 database of all customers who have purchased the Clothing, which includes each customer's
16 name, address, email address and phone number, as well as the price each customer paid, the false
17 discount given, the purchase history and the customers' measurements. Thus, Defendants' have
18 in their custody, control or possession all the information to identify the Class members, as well
19 as the information necessary to determine specific remedies available to Plaintiff and each Class
20 member.

21 40. For more than three months Defendants' website was closely monitored. During
22 this time, Defendants have consistently sold premium suits with a Reference Price of between
23 \$699 and \$799 without ever selling such Clothing at the Reference Price. For example,
24 Defendants' have listed the Chatham Gray Suit, Chilton Micro Check Charcoal Suit, Granite
25 Fineline Stripe Suit and Newton Indigo Suit on their website with a Reference Price of \$799,
26 always displayed with a strikethrough. The highest price Defendants charged for any of these
27 suits was \$349, and the lowest price charged was \$299. Thus, for at least three months,
28 Defendants have never sold these suits for the Reference Price. In fact, for at least the past three

1 months, Defendants have never sold these suits for more than \$400 (50% off from the Reference
 2 Price). Because the Clothing is all made-to-measure private label Clothing, the fair market value
 3 of such Clothing is the value at which it is sold, which, in the example above for the Chatham
 4 Gray Suit, was never more than \$349.

5 41. Once a customer creates an online profile on Defendants' website, Defendants
 6 send emails and post ads further perpetuating their limited time "sales" and false pricing scheme.
 7 The pervasive nature of Defendants' perpetual "sale" pricing scheme can also be seen by
 8 examining their email marketing campaign. Examples of the subject lines of some of these nearly
 9 daily emails include:

- 10 • You're the first to know! Our May Clearance Sale is here (May 29, 2019);
- 11 • 6 hours left | EXTENDED Happy Hour Sale (June 3, 2019);
- 12 • 48 hour special starts today! Premium Suits from \$369 (June 8, 2019);
- 13 • Every.Suit.On.Sale. Up to 60% off every suit (June 12, 2019);
- 14 • Claim THIS now. Premium suits from \$369 (June 21, 2019);
- 15 • Only hours left on this EXTENDED semi-annual sale (June 24, 2019);
- 16 • (3)(2)(1) 24 more hours to have custom suits from \$349! Skip the racks and go
 17 custom (June 26, 2019);
- 18 • June Blowout ENDS TONIGHT! Best Selling Suits from \$329 (June 30,
 19 2019);
- 20 • Not even kidding: This 24 hour special sale is definitely a must-see (July 3,
 21 2019);
- 22 • Get in on this before it's over! Limited Run Suits for \$299 (July 7, 2019); and
- 23 • This ends tonight! Premium Suits from \$379. Save up to \$420 (July 10, 2019);

24 42. Attached as Exhibit 2 is a screenshot depicting over three months of nearly daily
 25 emails regarding sales.

26 43. Defendants understand that consumers are susceptible to a good bargain, and
 27 therefore, Defendants have a substantial interest in creating a false sense of urgency and value to
 28 generate sales. A product's Reference Price is material to consumers because it serves as a

1 baseline upon which consumers perceive a product's quality and value. In this case, Defendants
2 have marked the Clothing with a Reference Price which conveys to reasonable consumers,
3 including Plaintiff, that the quality and value of the Clothing is far greater than the amount paid.

4 44. Defendants manufacture their own custom made-to-measure Clothing and are the
5 exclusive source for them. Thus, under California law the fair market value of the Clothing is the
6 price at which Defendants regularly sell the Clothing, which is nearly always the deeply
7 discounted "sale" price and not the Reference Price. Because Defendants rarely, if ever, sell the
8 Clothing at the Reference Price, there is no basis for the Reference Price in the market for
9 Defendants' Clothing. Accordingly, the Reference Price and the supposed "sale" based on the
10 Reference Price are deceptive and misleading to reasonable consumers. Moreover, because
11 Defendants' Clothing is marketed as custom and made-to-measure along with the advertised
12 Reference Price, reasonable consumers believe they are receiving "a great deal" on high quality
13 and value men's clothing, when they are actually purchasing lower quality Clothing for its fair
14 market value. Defendants' advertised offers thus misrepresent the existence of a discount, the
15 particular worth of Defendants' Clothing and the value of the Clothing.

16 45. The Federal Trade Commission Act ("FTCA") prohibits offering these kinds of
17 fictitious or false bargains. *See* 15 U.S.C. § 45(a)(1) (prohibiting unfair or deceptive acts or
18 practices in or affecting commerce); *see also* 15 U.S.C. § 52(a) (prohibiting the dissemination of
19 any false advertisements). Under regulations promulgated by the Federal Trade Commission
20 ("FTC"), false reference pricing schemes, like those implemented by Defendants, are deceptive
21 practices that violate the FTCA:

- 22 (a) One of the most commonly used forms of bargain advertising is to offer a
23 reduction from the advertiser's own former price for an article. If the former
24 price is the actual, bona fide price at which the article was offered to the
25 public on a regular basis for a reasonably substantial period of time, it
26 provides a legitimate basis for the advertising of a price comparison. Where
27 the former price is genuine, the bargain being advertised is a true one. If, on
28 the other hand, the former price being advertised is not bona fide but fictitious
- for example, where an artificial, 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 usual value

1 he expects. In such a case, the “reduced” price is, in reality, probably just the
2 seller’s regular price.

3 (b) A former price is not necessarily fictitious merely because no sales at the
4 advertised price were made. The advertiser should be especially careful,
5 however, in such a case, that the price is one at which the product was openly
6 and actively offered for sale, for a reasonably substantial period of time, in the
7 recent, regular course of his business, honestly and in good faith - and, of
8 course, not for the purpose of establishing a fictitious higher price on which a
deceptive comparison might be based. And the advertiser should scrupulously
avoid any implication that a former price is a selling, not an asking price (for
example, by use of such language as, “Formerly sold at \$___”), unless
substantial sales at that price were actually made.

9 (c) The following is an example of a price comparison based on a fictitious
10 former price. John Doe is a retailer of Brand X fountain pens, which cost him
11 \$5 each. His usual markup is 50 percent over cost; that is, his regular retail
12 price is \$7.50. In order subsequently to offer an unusual “bargain,” Doe
13 begins offering Brand X at \$10 per pen. He realizes that he will be able to sell
14 no, or very few, pens at this inflated price. But he doesn’t care, for he
15 maintains that price for only a few days. Then he “cuts” the price to its usual
16 level - \$7.50 - and advertises: “Terrific Bargain: X Pens, Were \$10, Now Only
17 \$7.50!” This is obviously a false claim. The advertised “bargain” is not
18 genuine.

19 16 C.F.R. § 233.1(a)-(c). In addition, the FTC requires advertisers to “make certain that the
20 bargain offer is genuine and truthful.” *See* 16 C.F.R. § 233.5.

21 46. As stated above in detail, Defendants’ pricing scheme fails to satisfy the principles
22 set forth in the FTCA. Defendants’ false “sale” pricing is predicated on “an artificial, inflated
23 price” that they “established for the purpose of enabling the subsequent offer of a large reduction”
24 in price, 16 C.F.R. § 233.1(a), so their “bargain offer” is not “genuine and truthful,” 16 C.F.R. §
25 233.5.

26 47. Similar to the FTC, the California legislature has specifically forbidden false
27 reference pricing schemes. Pursuant to the FAL, companies may not advertise a “former price of
28 any advertised thing” unless it was “the prevailing market price . . . within three months next
immediately preceding the publication of the advertisement.” *See* Cal. Bus. & Prof. Code §
17501. Based on the continuous nature of Defendants’ marketing campaign, the Clothing is
rarely, if ever, offered for sale at the Reference Price listed on the website and the Reference Price
is never the prevailing market price.

1 48. Empirical Marketing studies demonstrate that retailers have an incentive to engage
2 in this false and fraudulent behavior:

3 [b]y creating an impression of savings, the presence of a higher reference price
4 enhances subjects' perceived value and willingness to buy the product . . . Thus,
5 if the reference price is not truthful, a consumer may be encouraged to purchase
6 as a result of a false sense of value.

7 Dhruv Grewal & Larry D. Compeau, *Comparative Price Advertising: Informative or Deceptive?*,
8 11 J. Pub. Pol'y & Marketing 52, 55-56 (1992).

9 49. Indeed, Defendants' false and misleading advertising led Plaintiff to believe he
10 was purchasing high quality custom made-to-measure men's clothing at a steep discount, when he
11 was actually paying the standard retail price for lower quality Clothing set by Defendants. The
12 existence of the discount and the information it conveyed regarding the Clothing were material to
13 Plaintiff and formed part of the basis of the bargain he struck with Defendants. But for
14 Defendants' wrongful conduct, Plaintiff would not have purchased the Clothing or would have
15 paid less. Had Plaintiff seen the Clothing advertised at simply the sale price of \$349 without any
16 Reference Price, he would have thought the Clothing was of inferior quality and would not have
17 purchased it. However, after seeing the Reference Price with the purported sale, he was
18 persuaded that the Clothing was of superior quality, which led him to purchase the suit.

19 50. Plaintiff continues to desire to purchase Clothing from Defendants. Plaintiff
20 would purchase Clothing from Defendants in the future if he was certain that the value of the
21 Clothing was the value referenced by Defendants as the Reference Price and the Clothing was
22 sold at the sale price. In addition, Defendants sell suits of higher value and quality than the false
23 advertised "sale" suits. These suits generally cost more than the sale price but less than the
24 Reference Price of the false advertised suits. If Defendants were to stop their false pricing
25 scheme and provide honest and truthful information about the value and quality of all of their
26 suits, Plaintiff would be interested in purchasing one of these higher quality suits at its fair market
27 value.

28 51. Plaintiff is susceptible to this recurring scheme because he cannot be certain that
29 Defendants have corrected their deceptive pricing scheme. Plaintiff does not have the resources

1 to determine whether Defendants are complying with California and Federal law with respect to
2 their pricing and sale practices. Plaintiff can no longer rely on Defendants' representations on
3 their website, in store ads or other advertising and marketing materials as to the true market value
4 of the Clothing. Plaintiff would not have purchased the Clothing if Defendants had disclosed that
5 the value of the Clothing was that of the "sale" price and not the Reference Price.

6 52. On June 5, 2019, and again on July 9, 2019, Plaintiff sent a pre-suit demand letter
7 to Defendants notifying them that the Clothing is deceptively advertised as being on sale and
8 previously sold at the substantially higher Reference Price when, in fact, the Clothing was rarely
9 if ever sold at the Reference Price. On August 2, 2019, in response to Plaintiff's pre-suit demand
10 letter, counsel for Defendants advised Plaintiff that certain changes were made to its website
11 pricing scheme. An initial review indicates that Defendants changed some of the website pricing
12 to substantially reduce the Reference Price for certain suits. However, Plaintiff is unable to
13 determine whether Defendants have universally addressed all of the website pricing issues and
14 there is no evidence that Defendants have changed any other aspect of their false pricing scheme
15 such as the email or social media campaigns, or will continue to implement corrective changes in
16 the future. Nor have Defendants addressed any other issues raised in Plaintiff's pre-suit demand
17 such as notifying members of the Class or providing monetary compensation to members of the
18 Class.

19 **CLASS ACTION ALLEGATIONS**

20 53. Plaintiff brings this suit individually and as a class action pursuant to Federal Rule
21 of Civil Procedure Rule 23, on behalf of himself and the following Class of similarly situated
22 individuals:

23 All persons residing in the State of California who, during the
24 applicable statute of limitations period, purchased men's made-to-
25 measure clothing such as suits, tuxedos, blazers, vests and pants
26 that were sold at a specified discount to a false reference price from
27 Defendants (the "Class"). Specifically excluded from the Class are
28 Defendants; the officers, directors or employees of Defendants; any

1 entity in which Defendants have a controlling interest; and any
2 affiliate, legal representative, heir or assign of Defendants. Also
3 excluded is any judicial officer presiding over this action and the
4 members of his or her immediate family and judicial staff, and any
5 juror assigned to this action.

6 54. **Numerosity:** Plaintiff is unable to state the precise number of potential members
7 of the proposed Class because that information is in the possession of Defendants. However, the
8 number of Class members is so numerous that joinder would be impracticable for purposes of
9 Rule 23(a)(1). The exact size of the proposed Class and the identity of its members will be
10 readily ascertainable from the business records of Defendants as well as Class members' own
11 records and evidence. In fact, because Defendants' maintain an online profile for each customer
12 that includes the customer's name, address, email address and phone number, as well as the price
13 each customer paid, the false discount given and the purchase history, determining the number
14 and identity of each Class member will be a relatively straight forward task. Considering
15 Defendants' significant presence in California, the proposed Class will likely have well over 100
16 members. Thus, joinder of such persons in a single action or bringing all members of the Class
17 before the Court is impracticable. The disposition of the claims of the members of the Class in
18 this class action will substantially benefit both the parties and the Court.

19 55. **Commonality:** There is a community of interest among the members of the
20 proposed Class in that there are questions of law and fact common to the proposed Class for
21 purposes of Rule 23(a)(2), including whether Defendants' advertisements include uniform
22 misrepresentations that misled Plaintiff and the other members of the Class to believe the
23 Clothing was being sold at a substantially discounted price when it was actually being sold at its
24 regular market price. Proof of a common set of facts will establish the liability of Defendants and
25 the right of each member of the Class to relief.

26 56. **Typicality:** Plaintiff asserts claims that are typical of the claims of the entire Class
27 for purposes of Rule 23(a)(3). Plaintiff and all members of the Class have been subjected to the
28 same wrongful conduct because Defendants' false pricing scheme is uniform and pervasive and

1 they have all purchased Clothing that is sold at a false “sale” price, when they have rarely, if ever,
2 been sold at the advertised Reference Price.

3 57. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests
4 of the other members of the Class for purposes of Rule 23(a)(4). Plaintiff has no interests
5 antagonistic to those of other members of the Class. Plaintiff is committed to the vigorous
6 prosecution of this action and has retained counsel experienced in complex litigation of this
7 nature to represent him. Plaintiff anticipates no difficulty in the management of this litigation as a
8 class action.

9 58. Class certification is appropriate under Rule 23(b)(2) because Defendants have
10 acted on grounds that apply generally to the Class, so that final injunctive relief or corresponding
11 declaratory relief, is appropriate respecting the Class as a whole. Defendants utilize advertising
12 campaigns that include uniform misrepresentations that misled Plaintiff and the other members of
13 the Class.

14 59. Class certification is appropriate under Rule 23(b)(3) because common questions
15 of law and fact substantially predominate over any questions that may affect only individual
16 members of the Class. These common legal and factual questions, which do not vary among
17 Class members and which may be determined without reference to the individual circumstances
18 of any Class member include, but are not limited to the following:

- 19 a. whether Defendants advertise and market the Clothing by representing that it is
20 on “sale” and was previously sold at a substantially higher Reference Price;
- 21 b. whether the Clothing has ever been sold at the Reference Price;
- 22 c. whether the market value of Defendants’ Clothing is the Reference Price;
- 23 d. whether the market value of Defendants’ Clothing is the actual “sale” price;
- 24 e. whether Defendants’ false reference pricing scheme for the Clothing is likely
25 to deceive a reasonable consumer;
- 26 f. whether a reasonable consumer would believe the Clothing has a market value
27 equal to the Reference Price;
- 28 g. whether Defendants’ false reference pricing scheme for the Clothing would be

- 1 material to a reasonable consumer of the Clothing;
- 2 h. whether Defendants’ representations regarding the “sale” price of the Clothing
- 3 are in compliance with the FTCA;
- 4 i. whether Defendants’ conduct constitutes an unlawful, unfair or fraudulent
- 5 business practice in violation of the UCL;
- 6 j. whether Defendants’ conduct constitutes a violation of the FAL;
- 7 k. whether Defendants’ conduct constitutes a violation of the CLRA;
- 8 l. whether Defendants’ reference pricing scheme for the Clothing constitutes
- 9 express warranties with regard to the Clothing;
- 10 m. and if so, whether Defendants breached the express warranties they made with
- 11 regard to the Clothing;
- 12 n. whether Defendants’ reference pricing scheme for the Clothing constitutes
- 13 representations that the Clothing has characteristics, benefits or qualities which
- 14 it does not have;
- 15 o. whether Defendants advertised their Clothing without an intent to sell them as
- 16 advertised;
- 17 p. whether Defendants have been unjustly enriched from the sale of the Clothing;
- 18 q. whether punitive damages are warranted for Defendants’ conduct and, if so, an
- 19 appropriate amount of such damages; and
- 20 r. whether Plaintiff and the Class members are entitled to injunctive, equitable
- 21 and monetary relief.

22 60. Defendants utilize marketing and advertisements that include uniform

23 misrepresentations that misled Plaintiff and the other members of the Class. Defendants’ false

24 reference pricing scheme for the Clothing mislead consumers to believe that the fair market value

25 of the Clothing is substantially higher than its actual fair market value. However, because the

26 Clothing is rarely, if ever, sold at the Reference Price, the “sale” price is the actual fair market

27 value of the Clothing. Thus, there is a well-defined community of interest in the questions of law

28 and fact involved in this action and affecting the parties.

1 61. Proceeding as a class action provides substantial benefits to both the parties and
2 the Court because this is the most efficient method for the fair and efficient adjudication of the
3 controversy. Class members have suffered and will suffer irreparable harm and damages as a
4 result of Defendants' wrongful conduct. Because of the nature of the individual Class members'
5 claims, few, if any, could or would otherwise afford to seek legal redress against Defendants for
6 the wrongs complained of herein, and a representative class action is therefore appropriate, the
7 superior method of proceeding, and essential to the interests of justice insofar as the resolution of
8 Class members' claims are concerned. Absent a representative class action, members of the Class
9 would continue to suffer losses for which they would have no remedy, and Defendants would
10 unjustly retain the proceeds of their ill-gotten gains. Even if separate actions could be brought by
11 individual members of the Class, the resulting multiplicity of lawsuits would cause undue
12 hardship, burden and expense for the Court and the litigants, as well as create a risk of
13 inconsistent rulings which might be dispositive of the interests of the other members of the Class
14 who are not parties to the adjudications or may substantially impede their ability to protect their
15 interests.

FIRST CAUSE OF ACTION

(California Consumers Legal Remedies Act – Injunctive Relief and Damages)

17 62. Plaintiff incorporates by reference the allegations set forth above.

18 63. This cause of action is brought pursuant to the California Consumers Legal
19 Remedies Act, California Civil Code § 1750, *et seq.* (the "CLRA"). Plaintiff and each member of
20 the proposed Class are "consumers" as defined by California Civil Code § 1761(d). Defendants'
21 sale of the Clothing to Plaintiff and the Class members were "transactions" within the meaning of
22 California Civil Code § 1761(e). The Clothing purchased by Plaintiff and the Class members are
23 "goods" within the meaning of California Civil Code § 1761(a).
24

25 64. The acts and practices of Defendants as described above were intended to deceive
26 Plaintiff and the Class members as described herein and have resulted and will result in damages
27 to Plaintiff and the Class members. This conduct includes, but is not limited to, misrepresenting
28

1 the value of the Clothing and discounts at which the Clothing is sold. These actions violated and
2 continue to violate the CLRA in at least the following respects:

3 a. In violation of Section 1770(a)(5) of the CLRA, Defendants' acts and
4 practices constitute representations that Defendants' Clothing has characteristics, uses or
5 benefits that it does not;

6 b. In violation of Section 1770(a)(7) of the CLRA, Defendants' acts and
7 practices constitute representations that the Clothing is of a particular standard, quality or
8 grade, even though it is of another;

9 c. In violation of Section 1770(a)(9) of the CLRA, Defendants' acts and
10 practices constitute the advertisement of the Clothing without the intent to sell is as
11 advertised; and

12 d. In violation of Section 1770(a)(13) of the CLRA, Defendants' acts and
13 practices constitute the making of false or misleading statements of fact concerning
14 reasons for, existence of, or amounts of, price reductions.

15 65. By reason of the foregoing, Plaintiff and the Class members have suffered
16 damages.

17 66. By committing the acts alleged above, Defendants violated and continue to violate
18 the CLRA.

19 67. Pursuant to §1782(a) of the CLRA, on July 9, 2019, Plaintiff's counsel notified
20 Defendants in writing by certified mail of the particular violations of § 1770 of the CLRA and
21 demanded that it rectify the problems associated with the actions detailed above and give notice
22 to all affected consumers of Defendants' intent to act. If Defendants fail to respond to Plaintiff's
23 letter or agree to rectify the problems associated with the actions detailed above and give notice to
24 all affected consumers within 30 days of the date of written notice, as proscribed by § 1782,
25 Plaintiff will move to amend his Complaint to pursue claims for actual, punitive, and statutory
26 damages, as appropriate against Defendants. As to this cause of action, at this time, Plaintiff
27 seeks injunctive relief.

28

1 68. Pursuant to California Civil Code § 1780(a)(2), Plaintiff and the Class members
2 are entitled to an order enjoining the above-described wrongful acts and practices of Defendants,
3 and ordering the payment of costs and attorneys' fees and any other relief deemed appropriate and
4 proper by the Court under California Civil Code § 1780.

5 69. Concurrently with the filing of the complaint, Plaintiff filed an affidavit pursuant
6 to Civil Code § 1780(d) regarding the propriety of venue. Venue is proper pursuant to Civil Code
7 § 1780(d) as a substantial portion of the transactions at issue occurred in this District.

SECOND CAUSE OF ACTION

(California's False Advertising Law California Business & Professions Code §§ 17500 *et seq.*)

10 70. Plaintiff incorporates by reference the allegations set forth above.

11 71. California's False Advertising Law ("FAL") provides:

12 It is unlawful for any . . . corporation . . . with intent . . . to dispose of . . . personal
13 property . . . to induce the public to enter into any obligation relating thereto, to
14 make or disseminate or cause to be made or disseminated . . . from this state
15 before the public in any state, in any newspaper or other publication, or any
16 advertising device, or by public outcry or proclamation, or in any other manner or
17 means whatever, including over the Internet, any statement . . . which is untrue or
18 misleading, and which is known or which by the exercise of reasonable care
19 should be known, to be true or misleading . . ." Cal. Bus. & Prof. Code § 17500.

20 72. The "intent" required by § 17500 is the intent to dispose of property, and not the
21 intent to mislead the public in the disposition of such property.

22 73. Likewise, Cal. Bus. & Prof. Code § 17501 provides:

23 No price shall be advertised as a former price of any advertised thing, unless the
24 alleged former price was the prevailing market price . . . within three months next
25 immediately preceding the publication of the advertisement or unless the date
26 when the alleged former price did prevail is clearly, exactly, and conspicuously
27 stated in the advertisement."

28 74. For private label products that are sold exclusively by a single company, the
prevailing market price is the price at which that company regularly sells the products. *See Spann*
v. J.C. Penney Corp., 307 F.R.D. 508, 527-528 (C.D. Cal. 2015).

 75. Defendants' practice of perpetually advertising discounted prices from false
Reference Prices, which have not been the prevailing market prices of the Clothing at least within

1 the past three months and are materially higher than the true prevailing market prices, is a false,
2 misleading and unlawful business practice. This deceptive marketing practice gave Plaintiff and
3 the Class members the false impression that the Clothing they purchased was regularly sold for a
4 substantially higher price than the false “sale” price that they paid, leading to the reasonable but
5 false impression that the Clothing had a value equal to the false Reference Price. In fact, because
6 the custom made-to-measure Clothing is sold exclusively by Defendants, the prevailing market
7 value is the false “sale” price that Plaintiff and the Class members actually paid.

8 76. As a direct and proximate result of Defendants’ misleading and false
9 advertisements, Plaintiff and the Class members have suffered injury in fact and have lost money.
10 As such, Plaintiff requests that this Court order Defendants to restore this money to him and all
11 Class members, to disgorge Defendants’ wrongfully obtained profits and to enjoin Defendants
12 from continuing these unfair and deceptive practices in violation of the FAL in the future.

13 **THIRD CAUSE OF ACTION**

14 **(California’s Unfair Competition Law — Based on Fraudulent Acts and Practices, California Business & Professions Code § 17200 *et seq.*)**

15 77. Plaintiff incorporates by reference the allegations set forth above.

16 78. Under Business & Professions Code § 17200 *et seq.* (the “UCL”), any business act
17 or practice that is likely to deceive members of the public constitutes a fraudulent business act or
18 practice.

19 79. Defendants have engaged and continue to engage in conduct that is likely to
20 deceive members of the public. This conduct includes, but is not limited to, misrepresenting that
21 the Clothing is substantially discounted and has a particular worth or value, when such Clothing
22 is not substantially discounted and does not have such particular worth or value.

23 80. Plaintiff and the Class members purchased the Clothing in reliance on Defendants’
24 representations that the Clothing is substantially discounted and has a particular worth or value.
25 Defendants’ claims that the Clothing is substantially discounted and has a particular worth or
26 value are material, untrue and misleading. Defendants’ false reference pricing scheme is
27 prominent on their marketing and advertising for the Clothing, even though Defendants are aware
28 that the claims are false and misleading. Defendants’ claims are thus likely to deceive both

1 Plaintiff and reasonable consumers. Plaintiff and the Class members would not have purchased
2 the Clothing, or would not have paid as much for the Clothing, but for Defendants' false
3 representations that the Clothing is substantially discounted and has a particular worth or value.
4 Plaintiff and the Class members have thus suffered injury in fact and lost money or property as a
5 direct result of Defendants' misrepresentations and material omissions.

6 81. By committing the acts alleged above, Defendants have engaged in fraudulent
7 business acts and practices, which constitute unfair competition within the meaning of Business
8 & Professions Code § 17200.

9 82. An action for injunctive relief and restitution is specifically authorized under
10 Business & Professions Code § 17203.

11 **FOURTH CAUSE OF ACTION**

12 **(California's Unfair Competition Law — Based on Unfair Acts and Practices, California
13 Business & Professions Code §§ 17200 *et seq.*)**

14 83. Plaintiff incorporates by reference the allegations set forth above.

15 84. Under California Business & Professions Code § 17200 *et seq.* ("UCL"), any
16 business act or practice that is unethical, oppressive, unscrupulous or substantially injurious to
17 consumers, or that violates a legislatively declared policy, constitutes an unfair business act or
18 practice.

19 85. Unfair acts under the UCL have been interpreted using three different tests: (1)
20 whether the public policy which is a predicate to a consumer unfair competition action under the
21 unfair prong of the UCL is tethered to specific constitutional, statutory, or regulatory provisions;
22 (2) whether the gravity of the harm to the consumer caused by the challenged business practice
23 outweighs the utility of the defendant's conduct; and (3) whether the consumer injury is
24 substantial, not outweighed by any countervailing benefits to consumers or competition, and is an
25 injury that consumers themselves could not reasonably have avoided. Defendants' conduct is
26 unfair under each of these tests.

27 86. As detailed in the preceding paragraphs, Defendants have engaged and continue to
28 engage in conduct that violates the legislatively declared policy of the CLRA against:

- 1 a. representing that the Clothing has characteristics, uses, benefits or qualities
- 2 that it does not;
- 3 b. representing that the Clothing is of a particular standard, quality or grade, if
- 4 it is of another;
- 5 c. advertisement of Clothing with intent not to sell it as advertised; and
- 6 d. making of false or misleading statements of fact concerning reasons for,
- 7 existence of, or amounts of, price reductions.

8 87. Defendants have further engaged, and continue to engage, in conduct that violates
9 the legislatively declared policy of the FAL against advertising a former price as the prevailing
10 market price without selling Clothing at that price within three months preceding the date of the
11 advertisement.

12 88. Defendants have engaged, and continue to engage, in conduct that is immoral,
13 unethical, oppressive, unscrupulous, or substantially injurious to consumers. This conduct
14 includes misrepresenting that the Clothing is substantially discounted and has a particular worth
15 or value. The gravity of harm caused by Defendants' conduct as described herein far outweighs
16 the utility, if any, of such conduct.

17 89. Defendants have also engaged, and continue to engage, in conduct that is
18 substantially injurious to consumers. This conduct, which includes misrepresenting that the
19 Clothing is substantially discounted and has a particular worth or value, is substantially injurious
20 to consumers. Such conduct has caused and continues to cause substantial injury to consumers
21 because consumers would not have purchased the Clothing but for Defendants' representations
22 that the Clothing is substantially discounted and has a particular worth or value. The price and
23 value of a consumer product is a material term of any transaction because it directly affects a
24 consumer's choice of, or conduct regarding, whether to purchase a product. Misleading
25 consumers causes injury to such consumers that is not outweighed by any countervailing benefits
26 to consumers or competition. Indeed, no benefit to consumers or competition results from
27 Defendants' conduct.

28

1 90. Plaintiff and Class members purchased the Clothing after viewing Defendants’
 2 misrepresentations that the Clothing was substantially discounted and of a particular value or
 3 worth. Since Plaintiff and Class members reasonably relied on Defendants’ representations of the
 4 pricing and value of the Clothing and injury results from purchase of the Clothing, consumers
 5 could not have reasonably avoided such injury. Although Defendants know that the Clothing is
 6 not substantially discounted and does not have the particular worth or value that Defendants
 7 advertise, Defendants failed to disclose that fact to Plaintiff and the Class members. Plaintiff and
 8 Class members would not have purchased the Clothing, or would not have paid as much for
 9 Clothing, but for Defendants’ unfair business practices. Plaintiff and the Class members have
 10 thus suffered injury in fact and lost money or property as a direct result of Defendants’
 11 misrepresentations and material omissions.

12 91. By committing the acts alleged above, Defendants have engaged in unfair business
 13 acts and practices which constitute unfair competition within the meaning of California Business
 14 & Professions Code § 17200.

15 92. An action for injunctive relief and restitution is specifically authorized under
 16 California Business & Professions Code § 17203.

FIFTH CAUSE OF ACTION

(California’s Unfair Competition Law (“UCL”) — Based on Commission of Unlawful Acts, California Business & Professions Code §§ 17200, *et seq.*)

19 93. Plaintiff incorporates by reference the allegations set forth above.

20 94. The violation of any law constitutes an unlawful business practice under Business
 21 & Professions Code § 17200.

22 95. As detailed more fully in the preceding paragraphs, the acts and practices alleged
 23 herein were intended to or did result in the violations of the CLRA (specifically California Civil
 24 Code § 1770(a)(5), § 1770(a)(7), § 1770(a)(9) and § 1770(a)(13)), the FTCA, the FAL, California
 25 Commercial Code § 2313, and breaching their contracts with Plaintiff and Class members.
 26 Defendants have engaged in unlawful business acts and practices which constitute unfair
 27 competition within the meaning of Business & Professions Code § 17200. Plaintiff and the Class
 28 members would not have purchased the Clothing, or would not have paid as much for the

1 Clothing, but for Defendants' unlawful business practices. Plaintiff and the Class members have
2 thus suffered injury in fact and lost money or property as a direct result of Defendants'
3 misrepresentations and material omissions.

4 96. An action for injunctive relief and restitution is specifically authorized under
5 Business & Professions Code § 17203.

6 **SIXTH CAUSE OF ACTION**
7 **(Breach of Express Warranty)**

8 97. Plaintiff incorporates by reference the allegations set forth above.

9 98. The Uniform Commercial Code § 2-313 provides that an affirmation of fact or
10 promise made by the seller to the buyer which relates to the goods and becomes part of the basis
11 of the bargain creates an express warranty that the goods shall conform to the promise.

12 99. As detailed above, Defendants marketed and sold the Clothing with affirmations of
13 fact that the Clothing was on sale and was previously sold at substantially higher prices.
14 Defendants thus made promises and affirmations of fact that the Clothing was substantially
15 discounted and had a particular worth or value that was equal to the false Reference Price.

16 100. The affirmations of fact made by Defendants were made to induce Plaintiff and
17 Class members to purchase the Clothing from Defendants.

18 101. Defendants' representations regarding the "sale" and Reference Prices for the
19 Clothing are made through their website, in stores, via e-mails, on social media and on order and
20 order confirmation forms, and are thus part of the basis of the bargain between Defendants and
21 purchasers of the Clothing. The "sale" price and the Reference Price is also documented on
22 invoices and sales documents provided to Plaintiff and the Class members.

23 102. All conditions precedent to Defendants' liability under these express warranties
24 have been fulfilled by Plaintiff and Class members in terms of paying for the goods at issue, or
25 have been waived.

26 103. California has codified and adopted the provisions of the Uniform Commercial
27 Code governing express warranties (Cal. Com. Code § 2313).

28

1 113. Plaintiff and Class members paid Defendants for the Clothing they purchased, and
2 satisfied all other conditions of the contracts.

3 114. Defendants breached the contracts with Plaintiff and Class members by providing
4 Clothing that had a lower value equal to the actual “sale” price and not of the materially higher
5 Reference Price.

6 115. As a direct and proximate result of Defendants’ breach, Plaintiff and Class
7 members have been injured and have suffered actual damages in an amount to be established at
8 trial.

9 116. On June 5, 2019, and again on July 9, 2019, Plaintiff notified Defendants in
10 writing of his claims and that the Plaintiff is acting on the behalf of the Class.

11 **EIGHTH CAUSE OF ACTION**

12 **(Unjust Enrichment – Quasi-Contract Claim Seeking Restitution)**

13 117. Plaintiff incorporates by reference the allegations set forth above.

14 118. Plaintiff and the Class members conferred benefits on Defendants by purchasing
15 the Clothing.

16 119. Defendants have knowledge of such benefits.

17 120. Defendants voluntarily accepted and retained the benefits conferred.

18 121. Defendants have been unjustly enriched in retaining the revenues derived from
19 Plaintiff’s and the Class members’ purchases of the Clothing.

20 122. Retention of that money under these circumstances is unjust and inequitable
21 because Defendants falsely and misleadingly represented that the Clothing was substantially
22 discounted and had a particular worth or value, when the Clothing did not in fact have such
23 particular worth or value.

24 123. These misrepresentations caused injuries to Plaintiff and the Class members
25 because they would not have purchased the Clothing, or would not have paid as much for the
26 Clothing, had they known that the Clothing did not have the advertised particular worth or value.

27
28

1 revenues and profits derived by Defendants as a result of their acts or practices as alleged in this
2 Complaint;

3 I. That the Court award damages to Plaintiff and the Class to compensate them for
4 the conduct alleged in this Complaint under all causes of action that allow for damages,
5 specifically excluding damages under the CLRA at this juncture;

6 J. That the Court award punitive damages pursuant to California Civil Code
7 § 1780(a)(4);

8 K. That the Court grant Plaintiff his reasonable attorneys' fees and costs of suit
9 pursuant to California Code of Civil Procedure § 1021.5, California Civil Code § 1780(d), the
10 common fund doctrine, or any other appropriate legal theory; and

11 L. That the Court grant such other and further relief as may be just and proper.

12 **JURY DEMAND**

13 Plaintiff demands a trial by jury on all causes of action so triable.

14 Dated: August 2, 2019

Respectfully submitted,

15 LEXINGTON LAW GROUP

16
17 /s/ Ryan Berghoff

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23 Telephone: (415) 913-7800
24 Facsimile: (415) 759-4112
25 esomers@lexlawgroup.com
26 rbergoff@lexlawgroup.com

27 Attorneys for Plaintiff
28 JEFFREY FREEMAN

Exhibit 1


----- Forwarded message -----

From: INDOCHINO <reply@sfmtmail.indochino.com>

Date: Fri, Aug 4, 2017 at 4:06 PM

Subject: Your order (#12854019)

To: <freemanjeffrey@gmail.com>

 Right-click here to download pictures. To help protect your privacy, Outlook prev...

YOUR ORDER IS HEADED TO THE TAILOR

Thanks for your order! Your custom-made garments are on their way to the tailors and we estimate the shipping date to be **within approximately 4 weeks**. We'll notify you by email if there are any issues with your order.

NEED TO MAKE ANY CHANGES?

Change requests such as fabric, customizations, measurement will only be accepted within 1 business day of your order. Change requests can only be made **by calling us directly at [1-855-334-0788](tel:1-855-334-0788)**. While every effort will be made to apply your change requests, changes to your order after purchase are not guaranteed.

NEED TO CANCEL YOUR ORDER?

Cancellations will only be accepted within 4 business days of

Cancellations will only be accepted within 1 business day of your order. Cancellation requests can only be made **by calling us directly at [1-855-334-0788](tel:1-855-334-0788)**. Cancellation requests submitted by email or made AFTER 1 business day will not be accepted.

[Follow this link](#) within 24 hours if you need to adjust your customizations.

ORDER 12854019

SUMMARY

Premium Navy Suit	\$349.00
Jacket	
Lapels	Notch
Vents	Two
Buttons	Two
Pockets	Pocket Flaps
Lining	Plum Polka Dot
Pick Stitching	No
Waist Pocket	No
Pen Pocket	Yes
Functional Sleeve Buttonholes	No
Functional Boutonniere	No
Collar Felt Color	Match
Buttonholes Color	Match
Monogram Line 1	Custom Made For
Monogram Line 2	Jeff Freeman
Monogram Style	Times Roman

Monogram Color	White
Pleats	None
Suspender Buttons	No
1.5" Pant Cuffs	No
Waistband	Belt Loops

Discount: \$450

Tax: \$29.66

Shipping: FREE

Total: \$378.66 USD

Paid By: Credit Card

Please retain this invoice for your records.

Please note: If your order is pending payment it will be held until payment is completed.



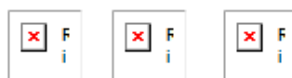
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in person

On all orders
over \$150

We won't rest
until it fits

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Philadelphia•Beverly Hills•Boston

For assistance email help@indochino.com.

This email was sent by: Indochino 300-970 Homer Street Vancouver, BC, V6B 2W7, CA

Microsoft Outlook

14.0.7233.0

12:33:05 PM 5/20/2019

Windows 7 Professional 64-bit Build 7601

Exhibit 2

Chris Tate | INDOCHINO Your Luxury Suit offer ends midnight... Fri 4/25/2019 3:19 PM
 INDOCHINO *Mic drop* April Clearance sale! Custom suits for \$299 Fri 4/26/2019 7:32 AM
 INDOCHINO :-:) consider this your invitation: April Clearance until tomorrow Sat 4/27/2019 8:02 AM
 Chris from INDOCHINO You're missing out. April Clearance is on... Sat 4/27/2019 3:22 PM
 INDOCHINO April Clearance suits ends tonight Sun 4/28/2019 8:03 AM
 Chris from INDOCHINO ATTENTION ☐! Last chance for \$299 Clearance Suits. Sun 4/28/2019 2:17 PM
 INDOCHINO [EXTENDED] April Clearance sale continues... Mon 4/29/2019 3:02 AM
 Chris from INDOCHINO 🙌 We seriously did this. EXTENDED SALE on \$299 Clearance Suits Mon 4/29/2019 3:19 PM
 INDOCHINO 🤩 Absolutely crazy! Such a treat right here: Our favorite Spring Suits from \$329 Tue 4/30/2019 7:55 AM
 Chris Tate | INDOCHINO 🛍️ Add a touch of luxury to your style for \$499 Tue 4/30/2019 4:46 PM
 INDOCHINO ☐ Better hurry. Our favorite Spring Suits sale ends midnight Wed 5/1/2019 8:22 AM
 Chris from INDOCHINO 🏆 ☐ 2 Premium Suits for \$729. Only for a limited time! Wed 5/1/2019 3:24 PM
 INDOCHINO 🙌 Not kidding! We extended this sale for you Thu 5/2/2019 7:32 AM
 The INDOCHINO Team 6 hours left! Last chance for these Spring favorites Thu 5/2/2019 2:46 PM
 INDOCHINO You're the first to know! Up to 60% off Starts Now))) Fri 5/3/2019 8:04 AM
 Chris from INDOCHINO We seriously did it... 🙌 ☐ 2 Suits for \$729 Fri 5/3/2019 1:32 PM
 INDOCHINO ☐ These well-priced seasonal suits are almost gone Sat 5/4/2019 1:02 AM
 INDOCHINO 🕒 New offer added ends midnight! Suits from \$296 Sun 5/5/2019 7:32 AM
 Chris Tate | INDOCHINO 🎉 Happy Cinco de Mayo! Special deals inside... Sun 5/5/2019 3:17 PM
 INDOCHINO 🕒 Unlocked! Because you missed out! Sitewide savings up to 60% Mon 5/6/2019 8:03 AM
 Chris from INDOCHINO BREAKING ☐☐ We've Extended our Ultimate Spring Sale! Mon 5/6/2019 3:13 PM
 INDOCHINO 3☐☐ days only - these ACE suits are on sale Tue 5/7/2019 7:32 AM
 Chris from INDOCHINO 🙌 ☐ This one's for you! Our BEST suits up to 60% off! Tue 5/7/2019 2:22 PM
 INDOCHINO The crème de la hem! | On sale now Wed 5/8/2019 8:06 AM
 INDOCHINO :-:) Hey, are you busy? We're treating you to a special offer on Premium Suits. Thu 5/9/2019 7:29 AM
 INDOCHINO 🙌 Hello! You just unlocked a super special offer! Premium Suits for \$389 Fri 5/10/2019 8:05 AM

INDOCHINO WOO! You made the invite list for an offer: A HUGE sale with all premium suits for \$... Sat 5/11/2019 7:03 AM
 INDOCHINO Breaking news ☐ You've got an offer on Clearance Suits waiting right here... Sun 5/12/2019 7:33 AM
 INDOCHINO CORRECT ☐ You're in luck as this sale is extended! Mon 5/13/2019 7:30 AM
 Chris Tate | INDOCHINO Just for you! 🙌 Save up to \$96 on new shirts! Mon 5/13/2019 3:39 PM
 INDOCHINO We're dishing out the savings. Save up to \$470 Tue 5/14/2019 7:34 AM
 The INDOCHINO Team Relax and try on these casual custom fit shirts Tue 5/14/2019 2:23 PM
 INDOCHINO 🙌 Seriously! You've been selected to enjoy: 48 hour sale ends tonight with savings ... Wed 5/15/2019 7:39 AM
 INDOCHINO ➡ E.X.T.E.N.D.E.D ➡ Last chance for these style suits Thu 5/16/2019 7:02 AM
 Chris from INDOCHINO EXTENDED! 🙌 Our 48 Hour Special continues for 1 more day! Thu 5/16/2019 3:32 PM

INDOCHINO	You're just in time for these Premium Suits deal...	Fri 5/17/2019 8:02 AM
Chris from INDOCHINO	Special sale just for you! 2 Pairs of Custom Chinos for \$139	Fri 5/17/2019 2:20 PM
INDOCHINO	Surprise! We seem to have dropped an offer...	Sat 5/18/2019 2:03 AM
INDOCHINO	Surprise! We seem to have dropped an offer...	Sat 5/18/2019 2:03 AM
INDOCHINO	This ends tonight! Save up to 60% off	Sun 5/19/2019 7:33 AM
Chris from INDOCHINO	☐ Final episode for GoT and final chance for up to 60% off suits tonight	Sun 5/19/2019 3:13 PM
INDOCHINO	☐ Action is needed to enjoy a special sales event—trust Us	Mon 5/20/2019 8:03 AM
Chris from INDOCHINO	We've EXTENDED our Right Place Right Time event!	Mon 5/20/2019 3:17 PM
Chris from INDOCHINO	We've EXTENDED our Right Place Right Time event!	Mon 5/20/2019 3:17 PM
INDOCHINO	;-) Good day! You've got an offer on these seasonal styles	Tue 5/21/2019 8:04 AM
The INDOCHINO Team	📣 We don't want you to miss out! 48 hours to have our new seasonal styles	Tue 5/21/2019 3:01 PM
INDOCHINO	[ENDS TONIGHT] Your last chance to style up in our new SEASONAL fabrics	Wed 5/22/2019 7:34 AM
Chris from INDOCHINO	☐ This never happens! Luxury Suits Special starting at \$399 only for today!	Wed 5/22/2019 3:36 PM
INDOCHINO	⇒ Jackpot! You're the first to know. Early access to Memorial Day Sale	Thu 5/23/2019 8:04 AM
Aly Habib INDOCHINO	Special offer! 5 Days only for VIP Corporate Partners	Thu 5/23/2019 11:32 AM
INDOCHINO	📢 Incoming! You're about to land an offer for the Memorial Day Sale	Fri 5/24/2019 12:32 AM
INDOCHINO	☐ Drop. Everything. You just acquired something great: Suits at up to 70% Off	Sat 5/25/2019 8:05 AM
INDOCHINO	🔥 Newly added! Clearance Suits deal for our Memorial Day Sale	Sun 5/26/2019 7:33 AM
Chris from INDOCHINO	You're entitled to this - Suits starting at \$299 USD	Sun 5/26/2019 2:12 PM
INDOCHINO	Memorial Day Sale E.X.T.E.N.D.E.D	Mon 5/27/2019 7:20 AM
Chris from INDOCHINO	Memorial Day Weekend Sale Ends tonight - Suits starting at \$299 USD	Mon 5/27/2019 2:15 PM
INDOCHINO	③②① YES! We're giving you more time: Our Memorial Day Sale is extended for 24...	Tue 5/28/2019 8:08 AM
INDOCHINO	You're the first to know! Our May Clearance Sale is here	Wed 5/29/2019 3:02 AM
INDOCHINO	Time to look awesome! Here are styles for you during the May Clearance event	Thu 5/30/2019 7:34 AM
Chris Tate INDOCHINO	Luxury Suits at \$399 (\$100 off) is more hype than a certain Canadian rapper at a ☐ g...	Thu 5/30/2019 2:50 PM
INDOCHINO	[Open Soon!] We've added more suits for May Clearance 😊	Fri 5/31/2019 11:04 AM
Chris from INDOCHINO	🔥 You deserve this sale. Suits from \$349!	Fri 5/31/2019 3:37 PM
Chris from INDOCHINO	🔥 You deserve this sale. Suits from \$349!	Fri 5/31/2019 3:37 PM
INDOCHINO	📢 BRACE YOURSELF : May Clearance is definitely something to get excited about	Sat 6/1/2019 8:24 AM
Chris from INDOCHINO	We just did it! 🎉 6 hours left for our Extended May Clearance Event	Sat 6/1/2019 2:12 PM
INDOCHINO	Seize the deal! Happy Hour Sale is on! Suits for \$299)))	Sun 6/2/2019 7:48 AM
Chris from INDOCHINO	Check out our Happy Hour before Game 2 of the 🏈 Finals! Suits at \$299	Sun 6/2/2019 3:12 PM
INDOCHINO	EXTENDED Happy Hour Sale ends midnight!	Mon 6/3/2019 7:32 AM
Chris from INDOCHINO	🔥 6 hours left EXTENDED Happy Hour sale!	Mon 6/3/2019 2:14 PM
INDOCHINO	Alert 📣 Our Most Popular Collection from \$369	Tue 6/4/2019 7:33 AM
Chris from INDOCHINO	🎉 JACKPOT! Luxury suits on sale for just \$399!	Tue 6/4/2019 2:17 PM

✉	INDOCHINO You've got first dibs on this. Premium Suits from \$369	Wed 6/5/2019 3:38 AM
✉	Chris from INDOCHINO What's crazier than a Dubs fan tonight? 2 Suits for \$599!	Wed 6/5/2019 3:17 PM
✉	INDOCHINO ☐ 24 hours left! Last chance on this premium suit offer	Wed 6/5/2019 3:17 PM
✉	Chris from INDOCHINO Buy 4 Shirts Get 1 FREE! Your exclusive offer is inside	Thu 6/6/2019 8:05 AM
✉	Chris from INDOCHINO Buy 4 Shirts Get 1 FREE! Your exclusive offer is inside	Thu 6/6/2019 2:19 PM
✉	INDOCHINO 🏹 (1) friendly message from Indochino! Extended! Suits from \$349	Thu 6/6/2019 2:19 PM
✉	Chris from INDOCHINO ✨☐ Sun's out, suits out! Summer suits from \$329	Fri 6/7/2019 8:29 AM
✉	INDOCHINO 48 hour special sale starts today! Premium Suits from \$369	Fri 6/7/2019 1:14 PM
✉	Chris Tate INDOCHINO Stand out in style with these summer suits for only \$329!	Sat 6/8/2019 7:32 AM
✉	INDOCHINO 48 Hour Sale Ends Midnight! Custom Suits from \$299	Sat 6/8/2019 3:12 PM
✉	Chris Tate INDOCHINO You ready for this ☐? Last chance for our 48 Hour Special!	Sun 6/9/2019 7:44 AM
✉	INDOCHINO Extended for 24 hours more! Shop custom suits from \$299	Sun 6/9/2019 3:17 PM
✉	Chris from INDOCHINO Just for you! 🤗 We've EXTENDED our 48 Hour Special!	Mon 6/10/2019 3:17 AM
✉	INDOCHINO Take a look. Up to 60% off every collection	Mon 6/10/2019 3:10 PM
✉	The INDOCHINO Team Here you go. Find out this sale before fabrics are gone	Tue 6/11/2019 7:33 AM
✉	The INDOCHINO Team Here you go. Find out this sale before fabrics are gone	Tue 6/11/2019 4:31 PM
✉	INDOCHINO 🏹 Every. Suit. On. Sale. Up to 60% off every suit	Tue 6/11/2019 4:31 PM
✉	Chris from INDOCHINO You've earned this. Limited run suits starting at \$329!	Wed 6/12/2019 7:19 AM
✉	Chris from INDOCHINO You've earned this. Limited run suits starting at \$329!	Wed 6/12/2019 3:54 PM
✉	INDOCHINO EXTENDED ☐☐ Trust us, you're going to LOVE this sweet offer. Up to 60% off select s...	Wed 6/12/2019 3:54 PM
✉	Chris from INDOCHINO Suits from \$329 - As amazing as the Dubs chasing a 3-peat this year!	Thu 6/13/2019 7:37 AM
✉	Chris from INDOCHINO Suits from \$329 - As amazing as the Dubs chasing a 3-peat this year!	Thu 6/13/2019 3:13 PM
✉	INDOCHINO Hey! Get a Premium Suit for \$369 during the Father's Day Sale	Thu 6/13/2019 3:13 PM
✉	Chris from INDOCHINO Celebrate Father's Day by giving him Custom Shirts!	Fri 6/14/2019 7:39 AM
✉	INDOCHINO Father's Day isn't until tomorrow but we have an offer for you!	Fri 6/14/2019 3:17 PM
✉	INDOCHINO Limited Run Suits from \$299 Our Treat for Father's Day	Sat 6/15/2019 8:03 AM
✉	Chris from INDOCHINO Father's Day Special - Suits starting at \$299	Sat 6/15/2019 8:03 AM
✉	INDOCHINO ☐ Breaking NOW! We're totally verifying this offer: Father's Day Sale ends tonight	Sun 6/16/2019 7:50 AM
✉	Chris from INDOCHINO Father's Day Special suit ends tonight! Get a suit from \$299	Sun 6/16/2019 3:17 PM
✉	INDOCHINO ☐☐ Here comes the sun. Our Summer sale is here	Sun 6/16/2019 3:17 PM
✉	The INDOCHINO Team ✨☐ This deal will give your Summer wardrobe a boost	Mon 6/17/2019 7:54 AM
✉	The INDOCHINO Team ✨☐ This deal will give your Summer wardrobe a boost	Mon 6/17/2019 3:20 PM
✉	INDOCHINO 🏹☐ Hurry, this ends tonight! Style up for the upcoming season	Tue 6/18/2019 7:47 AM
✉	INDOCHINO ☐☐ Yes! You've unlocked an offer on Seasonal Suits	Tue 6/18/2019 3:32 PM
✉	Chris from INDOCHINO 🤗 Tonight's your night, RJ Barrett 🤗	Tue 6/18/2019 3:32 PM
✉		Wed 6/19/2019 7:39 AM
✉		Thu 6/20/2019 7:46 AM
✉		Thu 6/20/2019 11:20 AM

	Chris from INDOCHINO	👉 Tonight's your night, RJ Barrett 🎉	Thu 6/20/2019 11:20 AM
	INDOCHINO	👉 Claim THE CARLISLE Premium suits for \$369	Fri 6/21/2019 7:48 AM
	INDOCHINO	Semi-Annual Sale is happening. Premium Suits from \$369	Sat 6/22/2019 7:32 AM
	Chris from INDOCHINO	Congratulations RJ Barrett on joining the NYK! 🎉	Sat 6/22/2019 10:03 AM
	INDOCHINO	This is worth it! Check out these custom suits for \$299	Sun 6/23/2019 7:33 AM
	INDOCHINO	Here, have an extra day on our Semi-Annual Sale	Mon 6/24/2019 8:17 AM
	The INDOCHINO Team	🕒 Only hours left on this EXTENDED semi annual sale	Mon 6/24/2019 3:49 PM
	Chris from INDOCHINO	📦 Wow! Our Carlisle collection is on sale for only \$349!	Tue 6/25/2019 3:20 PM
	Chris from INDOCHINO	📦 Wow! Our Carlisle collection is on sale for only \$349!	Tue 6/25/2019 3:20 PM
	INDOCHINO	🕒🕒🕒 24 more hours to have custom suits from \$349! Skip the racks and go custom	Wed 6/26/2019 7:42 AM
	INDOCHINO	📦 WOW! Select colors of our best selling suit, the Hemsworth for only \$349!	Wed 6/26/2019 3:10 PM
	INDOCHINO	👉 Best. News. Ever. June Blowout Starts today!	Thu 6/27/2019 7:42 AM
	Chris from INDOCHINO	Don't miss out on our June Blowout Sale. Suits starting from \$329	Thu 6/27/2019 3:24 PM
	INDOCHINO	It is really happening! June Blowout sale is on 🎉	Fri 6/28/2019 1:32 AM
	INDOCHINO	48hours left on June Blowout sale! All premium suits from \$349	Sat 6/29/2019 7:32 AM
	INDOCHINO	June Blowout ENDS TONIGHT! Best Selling Suits from \$329	Sun 6/30/2019 7:50 AM

📅 Date: Last Month

	INDOCHINO	🕒🕒🕒 Hey! You got one more chance to have these Best Selling Suits from \$329	Mon 7/1/2019 6:47 AM
	Chris from INDOCHINO	🎉 Best suits of the season on sale for only \$349!	Tue 7/2/2019 3:12 PM
	Chris from INDOCHINO	🎉 Best suits of the season on sale for only \$349!	Tue 7/2/2019 3:12 PM
	INDOCHINO	👉 Not even kidding: This 24 hour special sale is definitely a must-see.	Wed 7/3/2019 12:41 AM
	INDOCHINO	Happy 4th of July! Up to 70% off Starts Today	Thu 7/4/2019 7:32 AM
	Randy Binning INDO...	Don't wait any longer. Book an appointment to get in on the 4th of July Sale	Thu 7/4/2019 12:43 PM
	INDOCHINO	📦 Just added! You're getting Early Access to \$299 Limited Run Suits	Fri 7/5/2019 7:48 AM
	INDOCHINO	It's almost over! Limited Run Suits for \$299	Sat 7/6/2019 7:49 AM

📅 Date: Three Weeks Ago

	INDOCHINO	Get in on this before it's over! Limited Run Suits for \$299	Sun 7/7/2019 12:33 AM
	INDOCHINO	FINAL CALL: \$50 off Luxury Suits for 4th of July Sale ends tonight	Mon 7/8/2019 8:02 AM
	The INDOCHINO Team	📦 You're missing out and this ends midnight! Luxury Suit for \$449	Mon 7/8/2019 3:01 PM
	The INDOCHINO Team	📦 You're missing out and this ends midnight! Luxury Suit for \$449	Mon 7/8/2019 3:01 PM
	INDOCHINO	This ends tonight! Premium Suits from \$379. Save up to \$420	Wed 7/10/2019 7:43 AM
	Chris from INDOCHINO	🎉 Epic Win! \$100 OFF one of our most luxurious suits - The Harrogate	Wed 7/10/2019 3:09 PM
	Chris from INDOCHINO	🎉 Epic Win! \$100 OFF one of our most luxurious suits - The Harrogate	Wed 7/10/2019 3:09 PM
	INDOCHINO	📦📦 NOT a drill! One more chance to suit up with our best selling suits from \$379	Thu 7/11/2019 3:42 AM

Chris from INDOCHINO	Our luxurious Hamilton suit is on sale for only \$379!	Thu 7/11/2019 2:32 PM
INDOCHINO	Case 3:19-cv-04359 Document 1 Filed 08/02/19 Page 47 of 47 You'll love this All Star Suit for \$329	Fri 7/12/2019 1:46 AM
Chris from INDOCHINO	You've earned it! Get any Seasonal suit for \$329!	Fri 7/12/2019 1:47 PM
INDOCHINO	Try to ignore this! Great deals on Premium Suits for \$379	Sat 7/13/2019 3:32 AM
Chris Tate INDOCHINO	One of our best patterned suits on sale - The Hartford for only \$379	Sat 7/13/2019 3:12 PM

📅 Date: Two Weeks Ago

INDOCHINO	👤 Suit up like an All Star! Highest Ranked Seasonal Suits for \$329	Sun 7/14/2019 12:47 AM
Chris from INDOCHINO	👤 You've earned it! Last call for Seasonal suits at \$329	Sun 7/14/2019 2:14 PM
INDOCHINO	This sale is EXTENDED! Be ready for Prime Time with Seasonal Suits for \$329	Mon 7/15/2019 7:41 AM
Chris from INDOCHINO	Just for you! Don't need to be a 'Prime' member for other great online deals - Suits ...	Mon 7/15/2019 3:12 PM
INDOCHINO	🔒 Unlocked! The SALE that adds style to your look - Premium Suits for \$379	Tue 7/16/2019 3:40 AM
Chris from INDOCHINO	You've earned it! Here's your BIG score! Our best-selling Hemsworth suit is on sale for \$379	Tue 7/16/2019 3:22 PM
INDOCHINO	Last Day! Custom Suit Event ends tonight! Shop our Premium Suits for \$379	Wed 7/17/2019 7:24 AM
Chris from INDOCHINO	You've earned it! Limited time sale, solid custom suits for only \$329!	Wed 7/17/2019 3:22 PM
INDOCHINO	📢 BIG Sale Alert! Custom Suits for \$299	Thu 7/18/2019 7:19 AM
INDOCHINO	Still waiting? The \$299 suit sale continues with over 100 suits on sale	Fri 7/19/2019 6:33 AM
Chris from INDOCHINO	It's your lucky day! 🎉 Featuring custom suits from \$299	Fri 7/19/2019 12:35 PM
INDOCHINO	Not Kidding! Suits for \$299 and they're almost GONE	Sat 7/20/2019 7:49 AM
INDOCHINO	Not Kidding! Suits for \$299 and they're almost GONE	Sat 7/20/2019 7:49 AM

📅 Date: Last Week

INDOCHINO	This just got better! New suits added for the \$299 Suit Sale Sale ends midnight	Sun 7/21/2019 8:25 AM
Chris from INDOCHINO	👤 Happening now! Custom suits from \$299	Sun 7/21/2019 2:12 PM
INDOCHINO	[SALE EXTENDED] Bonus chance to shop \$299 Suit Sale	Mon 7/22/2019 2:32 AM
Chris from INDOCHINO	You've been awarded! View the best of our EXTENDED \$299 Suit Sale!	Mon 7/22/2019 3:22 PM
Chris from INDOCHINO	You've been awarded! View the best of our EXTENDED \$299 Suit Sale!	Mon 7/22/2019 3:22 PM
INDOCHINO	You got this! In-Season Suits from \$319 📣	Tue 7/23/2019 8:19 AM
The INDOCHINO Team	Custom fitting shirts for all occasions! Shirts bundle offer inside	Tue 7/23/2019 3:19 PM
The INDOCHINO Team	Custom fitting shirts for all occasions! Shirts bundle offer inside	Tue 7/23/2019 3:19 PM
INDOCHINO	👤 No tricks! We really urge you to check THIS out: Up to 60% off Seasonal Suits	Wed 7/24/2019 2:41 AM
INDOCHINO	[EXTENDED] Last chance to suit up with these seasonal styles before they're gone	Thu 7/25/2019 7:41 AM
The INDOCHINO Team	Space Is Limited! Our Fall Event is Coming. RSVP Today!	Thu 7/25/2019 5:23 PM
INDOCHINO	It's here! Suits from \$299 for our July Clearance Event	Fri 7/26/2019 7:39 AM
INDOCHINO	2 Days Left! Limited Inventory on \$299 Suits	Sat 7/27/2019 1:51 AM

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Custom Menswear Retailer Indochino Hit with Class Action Over Alleged Use of False Reference Prices](#)
