

1 ROBBINS ARROYO LLP
2 BRIAN J. ROBBINS (190264)
3 KEVIN A. SEELY (199982)
4 STEVEN M. MCKANY (271405)
5 600 B Street, Suite 1900
6 San Diego, CA 92101
7 Telephone: (619) 525-3990
8 Facsimile: (619) 525-3991
9 E-mail: brobbins@robbinsarroyo.com
10 kseely@robbinsarroyo.com
11 smckany@robbinsarroyo.com

8 LOCKRIDGE GRINDAL NAUEN P.L.L.P.
9 ROBERT K. SHELQUIST
10 JACOB M. SAUFLEY
11 REBECCA A. PETERSON (241858)
12 100 Washington Avenue South, Suite 2200
13 Minneapolis, MN 55401
14 Telephone: (612) 339-6900
15 Facsimile: (612) 339-0981
16 E-mail: rapeterson@locklaw.com
17 rkshelquist@locklaw.com
18 jmsaufley@locklaw.com
19 rapeterson@locklaw.com

20 Attorneys for Plaintiff

21 UNITED STATES DISTRICT COURT
22 NORTHERN DISTRICT OF CALIFORNIA
23 OAKLAND DIVISION

24 SHANA HARRIS, Individually and on Behalf
25 of a Class of Similarly Situated Individuals,

26 Plaintiff,

27 v.

28 TARGET CORPORATION a Minnesota
corporation, and TARGET STORES, INC., a
Minnesota corporation,

Defendants.

Case No.:

CLASS ACTION COMPLAINT FOR:

- (1) NEGLIGENT MISREPRESENTATION;
- (2) VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW;
- (3) VIOLATIONS OF THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT;
- (4) VIOLATIONS OF THE CALIFORNIA FALSE ADVERTISING LAW;
- (5) BREACH OF EXPRESS WARRANTY;
- (6) BREACH OF IMPLIED WARRANTY;
- (7) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING; AND
- (8) QUASI-CONTRACT.

DEMAND FOR JURY TRIAL

1 Plaintiff Shana Harris ("Plaintiff") brings this class action against defendants Target
2 Corporation ("Target") and Target Stores, Inc. ("Target Stores, Inc.") (collectively, the
3 "Defendants"), on her own behalf, and on behalf of a class of similarly situated individual who
4 purchased imitation leather furniture ("Furniture"), marketed, distributed, and sold by Defendants
5 from 2006 through the present as genuine, leather furniture. Plaintiff alleges as follows upon
6 personal knowledge as to herself or her own acts and experiences and, as to all other matters,
7 upon information and belief, including investigation conducted through counsel.

8 INTRODUCTION

9 1. Defendants falsely advertised, marketed, and misrepresented the characteristics,
10 qualities, attributes, and performance abilities of its Furniture, namely the "leather" ottoman sold
11 as part of Defendants' "Global Bazaar" collection in 2006–2008, so as to induce Plaintiff and the
12 Class (as defined herein) into making misinformed and detrimental purchases they would not
13 have made absent Defendants' misconduct. Defendants intentionally and negligently
14 misrepresented the type and quality of material used to construct the Furniture and engaged in an
15 unlawful marketing and advertising campaign calculated to gain unfair advantage over
16 competitors conducting business lawfully. Defendants' improper and misleading statements
17 ultimately led Plaintiff and the Class to purchase Furniture that failed to perform as promised and
18 resulted in injuries to Plaintiff and the Class due to decreased value and lifespan of the Furniture
19 as well as repair and replacement costs.

20 2. Plaintiff purchased the Furniture from Defendants with the intent to furnish her
21 home with high-quality, durable, and long-lasting furniture. Plaintiff's decision to purchase the
22 Furniture was based on false statements within Defendants' marketing and advertising materials
23 and upon misrepresentations that the Furniture was made from actual leather. Plaintiff has
24 suffered damages as a result of her reliance on Defendants' false statements and
25 misrepresentations.

26 3. The Furniture sold by Defendants is constructed of extremely low-quality
27 materials meant to convincingly imitate a genuine leather product. The pleather Furniture
28 includes what appear to be high-quality double-stitching techniques of the type utilized in high-

1 end leather products. The mimicry of leather manufacturing techniques belies an intent to
2 visually deceive a customer that the product is of high quality.

3 4. To Plaintiff's surprise, the pleather Furniture began to peel and flake away after
4 only seven years of ownership and light use. Plaintiff remarks that the Furniture was purchased
5 primarily for aesthetic purposes and experienced very little actual use during its lifetime. The
6 Furniture's inability to withstand light use, to say nothing of the normal wear and tear associated
7 with home furniture, completely undermined the purpose of Plaintiff's purchase resulted in an
8 unusable, aesthetically displeasing ottoman in need of expensive repairs or replacement.

9 5. Moreover, the original marked price of Plaintiff's ottoman was in excess of \$400.
10 Such a high price is to be expected when purchasing a genuine leather product and not some
11 poor quality pleather imitation.

12 6. Ultimately, Plaintiff and the Class are owners of Furniture that is not leather,
13 despite Defendants' false statements and misrepresentations to the contrary. Their purchases
14 resulted in significantly diminished value, durability, performance, and aesthetic appeal as
15 compared to Defendants' representations. Plaintiff and the Class did not receive their respective
16 benefits of their bargain. Plaintiff and the Class would have purchased actual and genuine
17 leather furniture from one of Defendants' many competitors if not for Defendants' false
18 statements and misrepresentations.

19 **PARTIES**

20 7. Plaintiff is a citizen and resident of Alameda County, California. Plaintiff
21 purchased the ottoman from Defendants for use and decorative effect in her home believing the
22 ottoman to be manufactured with long-lasting, genuine leather.

23 8. Defendant Target is a corporation organized under the laws of the state of
24 Minnesota, with a principal place of business at 1000 Nicollet Mall, Minneapolis, Minnesota.
25 Target has appointed CT Corporate System, with a principal place of business at 1010 Dale
26 Street North, St. Paul, Minnesota, as its registered agent for service of process.

1 began to prematurely fail by flaking away in a small area. Plaintiff initially suspected that
2 something must have spilled on the Furniture to cause to disintegrate the leather.

3 15. In late 2016, the Furniture began to significantly peel, flake, and crack throughout
4 the entire surface area. At this time, the exterior deterioration was so significant that Plaintiff
5 researched her repair options in order to prevent further damage and restore the ottoman to
6 useable condition. She quickly discovered that the repair costs vastly outweighed the full retail
7 value of a new ottoman.

8 16. Plaintiff's research in December 2016 also caused her to suspect that the Furniture
9 was not genuine leather.

10 17. Defendants were and remain under a continuing duty to disclose to Plaintiff and
11 members of the Class the true character, quality, and nature of the pleather materials used to
12 construct the Furniture. Defendants were in a superior position to know the facts about the
13 Furniture and disseminated untruthful information to the detriment of Plaintiff and members of
14 the Class. As a result of this active concealment through false statements and misrepresentations
15 by Defendants, any and all applicable statutes of limitations otherwise applicable to the
16 allegations herein have been tolled.

17 **SUBSTANTIVE ALLEGATIONS**

18 **Defendants Advertise, Market, Distribute, and Sell Furniture**

19 18. Defendants operate an "upscale discount retailer that provides high-quality, on-
20 trend merchandise at attractive prices in clean, spacious and guest-friendly stores" commonly
21 known by the name Target ("Target Stores"). Defendants operate 1,816 Target Stores¹ and
22 distribution centers throughout the United States, including seven within California. In addition,
23 Defendants maintain a significant online presence through a robust merchandise sales website.
24 The website can be accessed, and goods shipped, throughout the United States.

25 19. Defendants opened their first Target Store in 1962 in Roseville, Minnesota.
26 Defendants built their reputation by selling high quality consumer merchandise at affordable

27 _____
28 ¹ Target Financial News Release dated 10/16/2017. <http://investors.target.com/phoenix.zhtml?c=65828&p=irol-newsArticle&ID=2308784>. Accessed 10/19/2017.

1 prices and customers trust the accuracy and quality of products advertised, marketed, distributed,
2 and sold in both physical and online Target Stores.

3 20. On October 19, 2017, Defendants' online sales website listed 3,713 different
4 chairs, sofas, sectionals, benches, and ottomans for sale in the living room furniture category. Of
5 that furniture, only 112 were labeled as "leather," "bonded leather," or "bicast leather."²

6 21. Defendants advertise, market, and merchandise their Furniture in many ways
7 including, but not limited to, print advertisements, direct mail, brochures, coupons, television
8 advertisements, online product pages with photos and descriptions, in-store displays, price tags,
9 and representations by employees ("Promotional Materials").

10 22. Through their Promotional Materials, Defendants falsely stated and
11 misrepresented that the Furniture was leather so as to induce Plaintiff and members of the Class
12 to purchase it despite Defendants' knowledge that the Furniture was not leather.

13 **Defendants Misrepresented Certain Qualities and Characteristics of the Furniture**

14 23. Defendants advertised the qualities and characteristics of its Furniture through its
15 Promotional Materials, which were widely disseminated to consumers throughout California and
16 the United States. Through those Promotional Materials, Defendants misled Plaintiff and
17 members of the Class into believing that the Furniture was constructed with genuine leather and
18 was fit for home use to function as durable, comfortable, long-lasting, aesthetically pleasing, and
19 high-quality leather furniture.

20 24. Defendants intended the Promotional Materials to induce consumers to purchase
21 Defendants' Furniture by presenting purportedly true and accurate statements.

22 25. Defendants' Promotional Materials clearly and falsely proclaimed that the
23 Furniture was leather, when Defendants knew or should have known that to be untrue, in
24 contravention of consumers' reasonable expectations.

25 26. Through the process of negotiating, inspecting, purchasing, receiving, and
26 importing the Furniture from the manufacturer or supplier, Defendants knew, based on
27

28 ² <https://www.target.com/c/living-room-furniture/-/N-5xtmf>. Accessed 10/19/2017.

1 conversations, correspondence, and documents, that it was constructed with synthetic materials
2 and did not contain any genuine leather.

3 27. As intended by Defendants, Plaintiff and members of the Class relied on
4 Defendants' Promotional Materials in purchasing the Furniture. They were deceived by
5 Defendants' false and misleading Promotional Materials and purchased the Furniture upon the
6 mistaken belief that the Furniture was accurately represented as leather.

7 28. Plaintiff and members of the Class have suffered as a result of Defendants' willful
8 deception.

9 29. Similarly, Defendants' employees affirmed and failed to correct Plaintiff on
10 multiple occasions when she discussed the "leather" Furniture including the time of initial
11 purchase and then later with customer service and management. Defendants' employees also
12 falsely represented to Plaintiff that the Furniture was leather through in-store displays.

13 30. Because Defendants' Target Stores are, in the Defendants' own words, "an upscale
14 discount retailer that provides high-quality" home furnishings and because Defendants have
15 cultivated a trusted and reputable brand over many decades, Plaintiff and members of the Class
16 could reasonably expect the Furniture to be high-quality, made of genuine leather, and sold at an
17 attractive and affordable price as promised by Defendants.

18 31. Plaintiff and the Class reasonably believed they were purchasing leather furniture
19 both because Defendants Promotional Materials stated "leather" and because Defendants
20 routinely sold, and continue to sell, genuine leather furniture products at attractive prices.

21 32. Further, the full retail price of Plaintiff's ottoman was in excess of \$400 and
22 offered through Defendants' limited and exclusive Global Bazaar collection, which purported to
23 offer quality, unique, exotic, and fresh products not typically sold by Defendants.³

24
25
26 ³ Barbara Thau, "Target Puts Global Bazaar on Exhibit for Six Weeks," HFN the Weekly
27 Newspaper for the Home Furnishing Network, January 17, 2005. ©2005 MacFadden
28 Communications Group LLC.
<https://www.thefreelibrary.com/TARGET+PUTS+GLOBAL+BAZAAR+ON+EXHIBIT+FOR+SIX+WEEKS.-a0127443185>. Accessed 10/19/2017.

1 33. As part of the Global Bazaar promotion, Defendants knowingly and intentionally
2 heighten consumer expectations as to the quality of Global Bazaar products.⁴

3 34. Defendants have heightened knowledge of items they negotiated, purchased,
4 distributed, advertised, marketed, and sold as part of the Global Bazaar collection because it was
5 a special retail program described in 2005 by Target's then Chief Financial Officer, Doug
6 Scovanner, as "a big and bold new concept."⁵

7 35. In subsequent years, the collection garnered attention from then Chief Executive
8 Officer, Gregg Steinhafel, who indicated that the collection needed to become more affordable as
9 sales waned.⁶ However, Goldman Sachs analysts noted that prices of furniture within the
10 collection increased 14% in 2008 as compared to 2007.⁷

11 36. The affirmative statements in the Promotional Materials expressly represented
12 that the Furniture was leather and implied that it was of superior quality and possessed certain
13 characteristics and capabilities. These were the exact representations Plaintiff and the Class
14 members relied upon in deciding to purchase the Furniture. They trust that furniture advertised
15 as leather by Defendants can be counted upon to, in fact, be leather. But Defendants misled
16 Plaintiff and the Class to their financial detriment regarding the Furniture's qualities,
17 characteristics, durability, and performance abilities.

18
19 _____
20 ⁴ <https://www.youtube.com/watch?v=tob8MEwe1a0>. Television advertisement for Global
Bazaar merchandise (2008). Accessed 10/19/2017.

21 ⁵ Barbara Thau, "Target Puts Global Bazaar on Exhibit for Six Weeks," HFN the Weekly
22 Newspaper for the Home Furnishing Network, January 17, 2005. ©2005 MacFadden
23 Communications Group LLC. [https://www.thefreelibrary.com/TARGET+PUTS
+GLOBAL+BAZAAR+ON+EXHIBIT+FOR+SIX+WEEKS.-a0127443185](https://www.thefreelibrary.com/TARGET+PUTS+GLOBAL+BAZAAR+ON+EXHIBIT+FOR+SIX+WEEKS.-a0127443185). Accessed
10/19/2017.

24 ⁶ Barbara Thau, "Target Brings Back Global Bazaar With a More Moderate Feel," HFN the
25 Weekly Newspaper for the Home Furnishing Network, February 5, 2007. ©2007 MacFadden
26 Communications Group LLC. [https://www.thefreelibrary.com/Target+brings+back+Global+
Bazaar+with+a+more+moderate+feel.-a0198664717](https://www.thefreelibrary.com/Target+brings+back+Global+Bazaar+with+a+more+moderate+feel.-a0198664717).

27 ⁷ Barbara Thau, "Target's Global Bazaar Takes Turn Toward the Mainstream," HFN the Weekly
28 Newspaper for the Home Furnishing Network, February 11, 2008. ©2008 MacFadden
Communications Group LLC. [https://www.thefreelibrary.com/Target%27s+
Global+Bazaar+takes+turn+toward+the+mainstream.-a0198544826](https://www.thefreelibrary.com/Target%27s+Global+Bazaar+takes+turn+toward+the+mainstream.-a0198544826). Accessed 10/19/2017.

1 **Plaintiff Purchased Her Furniture Based on Defendants' False Statements and**
2 **Misrepresentations in the Promotional Materials.**

3 37. Plaintiff purchased a single piece of Furniture from Defendants in or around 2008
4 for use in her home. She purchased the Furniture from Defendants' Target Store located in San
5 Ramon, California.

6 38. Prior to the purchase, Plaintiff reviewed the in-store advertising display, which
7 clearly and prominently described the ottoman as "leather." After her purchase, Plaintiff noticed
8 that the price of the ottoman had been reduced and she went back to the store to seek a price
9 adjustment, which was accomplished with the help of a store manager who effectuated the
10 adjustment by processing it as a return and re-sale within Defendants' point-of-sale system.

11 39. Plaintiff was excited to purchase the "leather" ottoman and relied upon the in-
12 store advertising display and the hype created by Defendants' Global Bazaar promotion, but her
13 reliance was misplaced. Plaintiff sought to purchase genuine leather furniture and purchased her
14 ottoman because Defendants' told her it was leather. If not for Defendants' false and misleading
15 Promotional Materials and sharp business practices Plaintiff would have purchased genuine
16 leather furniture from a different—and honest—retailer.

17 40. A reasonable consumer would expect that quality leather furniture would last for
18 several decades, if not a lifetime. Instead, Defendants faux-leather product deteriorated after a
19 handful of years.

20 41. Defendants' false statements and misrepresentations harmed Plaintiff because she
21 spent hard earned money on a product that turned out to be of a different and vastly inferior
22 quality than the Promotional Materials led her to believe. The Furniture now sits severely and
23 irreparably damaged. The Furniture's pleather covering now cracks, peels, and flakes onto the
24 floor with only the slightest touch and results in an ever deteriorating, unsightly, and
25 aesthetically displeasing piece of furniture that also creates a mess within Plaintiff's home that
26 adds time and cost to her household chores.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

42. Upon discovering that the Furniture was cracking, peeling, and flaking Plaintiff sought to have the Furniture repaired. During the course of her research in late 2016 she discovered the cost of any repair far outweighed the value of the ottoman. She also became aware in December 2016 that the condition of her Furniture seemed eerily similar to complaints lodged by pleather furniture owners. Several months thereafter, Plaintiff became aware of a lawsuit filed against Defendants related to PU, or polyurethane, Furniture, which only heightened her suspicions about the true quality and materials of her ottoman.⁸

43. PU is a completely synthetic material used in artificial and imitation "leather" products and to call PU "leather" is patently false and misleading. Though it can appear highly similar to leather when new, PU is not, and does not contain, genuine leather, bonded leather, or bicast leather. Nothing in the synthetic chemical makeup of PU is actually leather.

44. Defendants' deception is particularly problematic because customers may not have the opportunity to visually inspect the Furniture prior to purchase. This is because the sale may occur online or, if in a Target Store, the Furniture may be boxed and not physically available for inspection.

⁸ 27-CV-17-8295 filed in the Fourth Judicial District of the State of Minnesota on May 30, 2017.

1 discovery. Plaintiff believes that there are thousands of members in the proposed Class. The
2 Class is defined in such a way so that the identities of the Class members are objectively
3 ascertainable, and the identity of the Class members may be confirmed from records maintained
4 by Defendant. Additionally, some Class members may be notified of the pendency of this action
5 by mail.

6 51. Plaintiff's claims are typical of the claims of the Class, as all members of the
7 Class are similarly affected by Defendants' wrongful conduct in violation of the California
8 Unfair Business Practices Act, California Consumer Legal Remedies Act (the "CLRA"), False
9 Advertising Act, breaches of express and implied warranties, and other applicable laws. Plaintiff
10 will fairly and adequately protect the interests of the members of the Class. Plaintiff has no
11 relevant conflicts of interest with other members of the Class and has retained counsel competent
12 and experienced in consumer protection class action litigation.

13 52. Common questions of law and fact exist as to all members of the Class and
14 predominate over any questions solely affecting individual members. Questions of law and fact
15 common to the Class include whether:

- 16 (a) Defendants advertised and marketed the Furniture as "leather" in their
17 Promotional Materials;
- 18 (b) the Furniture is "leather";
- 19 (c) Defendants knew, or should have known, that the Furniture is not
20 "leather";
- 21 (d) Defendants knowingly and/or negligently misrepresented the Furniture;
- 22 (e) Defendants engaged in unfair and deceptive conduct;
- 23 (f) the value of the Furniture is diminished as a result Defendants'
24 misconduct; and
- 25 (g) Defendants failed to take corrective action upon learning the true nature of
26 the Furniture.

27 53. A class action is superior to all other available methods for the fair and efficient
28 adjudication of this controversy, and Plaintiff knows of no unusual problems related to

1 management and notice. While the aggregate damage to the Class is significant, the damages
2 suffered by individual Class members may be relatively small. The expense and burden of
3 individual litigation thus make it impossible for members of the Class to individually redress the
4 wrongs done to them. There will be no difficulty in the management of this action as a class
5 action.

6 54. Defendants have acted on grounds generally applicable to the entire Class with
7 respect to the matters complained of herein, thereby making appropriate the relief sought herein
8 with respect to the Class as a whole.

9 **CLAIMS FOR RELIEF**

10 **COUNT I**

11 **Negligent Misrepresentation**

12 55. Plaintiff incorporates by reference and realleges each and every allegation
13 contained above, as though fully set forth herein.

14 56. Plaintiff reasonably placed her trust and reliance in Defendants that the Furniture
15 marketed, advertised, and sold to her and the Class was constructed with genuine leather.

16 57. Because of the relationship between the parties, the Defendants owed a duty to
17 use reasonable care to impart correct and reliable information within their Promotional Materials
18 regarding the true nature of the materials used in the Furniture or, based upon their superior
19 knowledge, having spoken, to say enough not to be misleading.

20 58. Defendants breached their duty to Plaintiff and the Class by providing false,
21 misleading, and/or deceptive information regarding the nature of the Furniture.

22 59. Plaintiff and the Class reasonably and justifiably relied upon the information
23 supplied to them by the Defendants. As a result, Plaintiff and the Class purchased the Furniture
24 at a premium.

25 60. Defendants failed to use reasonable care in their communications and
26 representations to Plaintiff and the Class.

27
28

1 68. Defendants' conduct with respect to labeling, advertising, marketing, and sale of
2 the Furniture is also unfair because the consumer injury is substantial, not outweighed by
3 benefits to consumers or competition, and not one consumers, themselves, can reasonably avoid.

4 69. In accordance with the California Business & Professions Code §17203, Plaintiff
5 seeks an order enjoining Defendants from continuing to conduct business through fraudulent or
6 unlawful acts and practices and to commence a corrective advertising campaign. Defendants'
7 conduct is ongoing and continuing, such that prospective injunctive relief is necessary.

8 70. On behalf of herself and the Class, Plaintiff also seeks an order for the restitution
9 of all monies from the sale of the Furniture, which were unjustly acquired through acts of
10 fraudulent, unfair, or unlawful competition.

11 **COUNT III**

12 **Violations of the Consumer Legal Remedies Act**
13 **(California Civil Code §§1750, *Et Seq.*)**

14 71. Plaintiff incorporates by reference and realleges each and every allegation
15 contained above, as though fully set forth herein.

16 72. Plaintiff and each proposed Class member is a "consumer," as that term is defined
17 in California Civil Code §1761(d).

18 73. The Furniture is "goods," as that term is defined in California Civil Code
19 §1761(a).

20 74. Each Defendant is a "person" as that term is defined in California Civil Code
21 §1761(c).

22 75. Plaintiff and each proposed Class member's purchase of Furniture from
23 Defendants constituted a "transaction," as that term is defined in California Civil Code §1761(e).

24 76. Defendants' conduct alleged herein violates the following provisions of
25 California's Consumer Legal Remedies Act;

26 (a) California Civil Code §1770(a)(5), by representing that the Furniture is
27 leather;

28

1 (b) California Civil Code §1770(a)(7), by representing that the Furniture was
2 of a particular standard, quality, or grade, when it was of another;

3 (c) California Civil Code §1770(a)(9), by advertising the Furniture with intent
4 not to sell it as advertised; and

5 (d) California Civil Code §1770(a)(16), by representing that the Furniture has
6 been supplied in accordance with previous representations when it has not.

7 77. As a direct and proximate result of these violations, Plaintiff and the Class have
8 been harmed, and that harm will continue unless Defendants are enjoined from using the
9 misleading Promotional Materials described herein in any manner in connection with the
10 marketing, advertising, or sale of the Furniture.

11 78. Plaintiff seeks an award of attorney's fees pursuant to, inter alia, California Civil
12 Code §1780(e) and California Code of Civil Procedure §1021.5.

13 **COUNT IV**

14 **Violations of the False Advertising Law**
15 **(California Business and Professions Code §§17500, *Et Seq.*)**

16 79. Plaintiff incorporates by reference and realleges each and every allegation
17 contained above, as though fully set forth herein.

18 80. California's False Advertising Law prohibits any statement in connection with the
19 sale of goods "which is untrue or misleading." Cal. Bus. & Prof. Code §17500.

20 81. As set forth herein, the statements in Defendants' Promotional Materials that the
21 Furniture is leather are literally false and likely to deceive the public.

22 82. Defendants' claims that the Furniture is leather are untrue or misleading.

23 83. Defendants knew, or reasonably should have known, that the claims were untrue
24 or misleading.

25 84. Defendants' conduct is ongoing and continuing, such that prospective injunctive
26 relief is necessary, especially given Plaintiff's desire to purchase furniture in the future if she can
27 be assured that, so long as the Defendants' Promotional Materials state "leather" that the furniture
28 offered with actually contains leather.

1 85. Plaintiff and members of the Class are entitled to injunctive and equitable relief,
2 and restitution in the amount they spent on the Furniture.

3 **COUNT V**

4 **Breach of Express Warranty**
5 **(California Commercial Code §2313)**

6 86. Plaintiff incorporates by reference and realleges each and every allegation
7 contained above, as though fully set forth herein.

8 87. As set forth herein, Defendants made express representations to Plaintiff and the
9 Class that the Furniture was leather.

10 88. These promises became part of the basis of the bargain between the parties and
11 thus constituted express warranties.

12 89. There was a sale of goods from Defendants to Plaintiff and the Class members.

13 90. On the basis of these express warranties, Defendants sold to Plaintiff and the
14 Class the Furniture.

15 91. Defendants knowingly breached the express warranties by clearly stating within
16 their Promotional Materials that the Furniture was leather.

17 92. Defendants were on notice of this breach as they were aware that the Furniture
18 was constructed with synthetic pleather and contained no trace of genuine leather.

19 93. Privity exists because Defendants expressly warranted to Plaintiff and the Class
20 that the Furniture was constructed with leather through their Promotional Materials.

21 94. Plaintiff and the Class reasonably relied on the express warranties by Defendants.

22 95. As a result of Defendants' breaches of their express warranties, Plaintiff and the
23 Class sustained damages as they paid money for Furniture that was not what Defendants
24 represented.

25 96. Plaintiff, on behalf of herself and the Class, seeks actual damages for Defendants'
26 breach of warranty.

27
28

COUNT VI

**Breach of Implied Warranty
(California Commercial Code §2314)**

1
2
3
4 97. Plaintiff incorporates by reference and realleges each and every allegation
5 contained above, as though fully set forth herein.

6 98. As set forth herein, Defendants made affirmations of fact in Promotional
7 Materials to Plaintiff and the Class that the Furniture was constructed with leather and not
8 synthetic materials.

9 99. The Furniture did not conform to these affirmations and promises as it contained
10 synthetic materials and not a single bit of genuine leather.

11 100. These promises became part of the basis of the bargain between the parties and
12 thus constituted express warranties.

13 101. Defendants are merchants engaging in the sale of goods to Plaintiff and the Class.

14 102. There was a sale of goods from Defendants to Plaintiff and the Class members.

15 103. Defendants breached the implied warranties by selling the Furniture that failed to
16 conform to the promises or affirmations of fact made in their Promotional Materials as the
17 Furniture contained only synthetic pleather rather than leather.

18 104. Defendants were on notice of this breach as they were aware of the actual
19 materials used to construct the Furniture.

20 105. Privity exists because Defendants expressly warranted to Plaintiff and the Class
21 through their Promotional Materials that the Furniture was leather.

22 106. As a result of Defendants' breaches of their implied warranties of merchantability,
23 Plaintiff and the Class sustained damages as they paid money for the Furniture that was not what
24 Defendants represented.

25 107. Plaintiff, on behalf of herself and the Class, seeks actual damages for Defendants'
26 breach of warranty.

27
28

1 **COUNT VII**

2 **Breach of Implied Covenant of Good Faith and Fair Dealing**

3 108. Plaintiff incorporates by reference and realleges each and every allegation
4 contained above, as though fully set forth herein.

5 109. Defendants knowingly stated that the Furniture was "leather" in their Promotional
6 Materials.

7 110. The Furniture did not conform to these affirmations and promises as it contained
8 synthetic materials and not a single bit of genuine leather.

9 111. Defendants as retailers to consumers knew that consumers like Plaintiff and
10 members of the Class were interested in purchasing the leather furniture and sought to induce
11 them to purchase the Furniture by misrepresenting it as "leather" in their Promotional Materials.

12 112. These promises became part of the basis of the bargain between the parties and
13 thus constituted express warranties.

14 113. By misrepresenting the Furniture as "leather" Defendants frustrated Plaintiff's
15 rights to the benefit of the contract and undermined her principle purpose in purchasing the
16 Furniture. Defendants have done the same to members of the Class as they and Plaintiff were
17 misled to believe that the Furniture was leather when it was in fact pleather.

18 114. Defendants have breached the implied covenant of good faith and fair dealing.

19 115. Defendants were on notice of this breach as they were aware of materials used to
20 construct the Furniture.

21 116. Plaintiff, on behalf of herself and the Class, seeks actual damages for Defendants'
22 breach of warranty.

23 **COUNT VIII**

24 **Quasi-Contract**

25 117. Plaintiff incorporates by reference and realleges each and every allegation
26 contained above, as though fully set forth herein.

27 118. Defendants unjustly retained a benefit at the expense of Plaintiff and the members
28 of the Class in the form of substantial revenues and payments from Plaintiff and the members of

1 the Class for the Furniture and from Defendants' conduct in misrepresenting the Furniture
2 through their Promotional Materials.

3 119. Based on the mistake, Plaintiff and the members of the Class paid for the
4 Furniture.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for
7 judgment against the Defendants as to each and every count, including:

8 A. An order declaring this action to be a proper class action, appointing Plaintiff and
9 her counsel to represent the Class, and requiring Defendants to bear the costs of class notice;

10 B. An order enjoining Defendants from selling the Furniture in any manner
11 suggesting or implying that it contains leather;

12 C. An order requiring Defendants to engage in a corrective advertising campaign and
13 engage in any further necessary affirmative injunctive relief, such as recalling existing Furniture;

14 D. An order awarding declaratory relief, and any further retrospective or prospective
15 injunctive relief permitted by law or equity, including enjoining Defendants from continuing the
16 unlawful practices alleged herein, and injunctive relief to remedy Defendants' past conduct;

17 E. An order requiring Defendants to pay restitution to restore all funds acquired by
18 means of any act or practice declared by this Court to be an unlawful, unfair, or fraudulent
19 business act or practice, untrue or misleading advertising, or a violation of the Unfair
20 Competition Law, False Advertising Law, or CLRA, plus pre- and post-judgment interest
21 thereon;

22 F. An order requiring Defendants to disgorge or return all monies, revenues, and
23 profits obtained by means of any wrongful or unlawful act or practice;

24 G. An order requiring Defendants to pay all actual and statutory damages permitted
25 under the causes of action alleged herein;

26 H. An order requiring Defendants to pay punitive damages on any cause of action so
27 allowable;

28

1 I. An order awarding attorneys' fees, costs, and disbursements to Plaintiff and the
2 Class; and

3 J. An order providing for all other such equitable relief as may be just and proper.

4 **JURY DEMAND**

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

6 Dated: October 20, 2017

ROBBINS ARROYO LLP

7
8 */s/ Brian J. Robbins*

9 **BRIAN J. ROBBINS**
10 **KEVIN A. SEELY**
11 **STEVEN M. MCKANY**
12 600 B Street, Suite 1900
13 San Diego, CA 92101
14 Telephone: (619) 525-3990
15 Facsimile: (619) 525-3991
16 E-mail: brobbins@robbinsarroyo.com
17 kseely@robbinsarroyo.com
18 smckany@robbinsarroyo.com

15 **LOCKRIDGE GRINDAL NAUEN PLLP**
16 **Robert K. Shelquist**
17 **Jacob M. Saufley**
18 **Rebecca A. Peterson CA #241858**
19 100 South Washington Ave., Suite 2200
20 Minneapolis, MN 55401
21 Telephone: 612-339-6900
22 Facsimile: 612-339-0981
23 E-mail: rkshelquist@locklaw.com
24 jmsaufley@locklaw.com
25 rapeterson@locklaw.com

26 Attorneys for Plaintiff

27 1217767

JS-CAND 44 (Rev. 07/16)

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Shana Harris, Individually and on Behalf of a Class of Similarly Situated Individuals

(b) County of Residence of First Listed Plaintiff Alameda County, CA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Brian J. Robbins; Robbins Arroyo LLP
600 B Street, Suite 1900, San Diego, CA 92101
(619) 525-3990

DEFENDANTS

Target Corporation, a Minnesota corporation and Target Stores, Inc., a Minnesota corporation

County of Residence of First Listed Defendant Hennepin County, MN
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

| | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES | |
|---|---|--|---|---|--|
| <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment Of Veteran's Benefits <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise | PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input checked="" type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice | <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC § 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 422 Appeal 28 USC § 158 <input type="checkbox"/> 423 Withdrawal 28 USC § 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC § 7609 | <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC § 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutional of State Statutes |
| REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities-Employment <input type="checkbox"/> 446 Amer. w/Disabilities-Other <input type="checkbox"/> 448 Education | PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee-Conditions of Confinement | | | |

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation-Transfer
- 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Class Action Fairness Act, 28 U.S.C. §1332(d)(2)
Brief description of cause:
Consumer Class Action Complaint

VII. REQUESTED IN COMPLAINT:

- CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ _____ CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE: 10/20/2017

SIGNATURE OF ATTORNEY OF RECORD: s/Brian J. Robbins

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”

II. Jurisdiction. The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
- (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
- (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)

III. Residence (citizenship) of Principal Parties. This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an “X” in one of the six boxes.

- (1) Original Proceedings. Cases originating in the United States district courts.
- (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
- (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
- (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket.

Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.

VII. Requested in Complaint. Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23.

Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

IX. Divisional Assignment. If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”

Date and Attorney Signature. Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Target Sells Faux-Leather Furniture Advertised as Genuine, Class Action Case Claims](#)
