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EXHIBIT 1

Case 3:18-cv-01373-BEN-JLB	Document 1-2	Filed 06/21/18	PageID.15	Page 2 of 61

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO): TOMMY HILFIGER WHOLESALE, INC., a California corporation,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

MIGUEL OLMEDO and SIOBHAN MORROW on behalf of themselves and all others similarly situated,

FOR COURT USE ONLY (SOLO PARA USO DE LA CORTE)

SUM-100

ELECTRONICALLY FILED Superiar Court of California, County of San Diego

04/18/2018 at 05:01:00 PM Clerk of the Superior Court By Georgia Dixon-Cosby Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfnelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. [AVISO! Lo han demandado. Si no responde dentro de 30 dias, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen este citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carte o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar pare su respuesta. Puede encontrar estos formularlos de la corte y más Información en el Centro de Ayuda de las Cortes de California (www.suconte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y blenes sin más advertencia.

Hay otros regulsitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:	CASE NUMBER: (Número del Ceso):
(El nombre y dirección de la corte es): Central	37-2018-00019565-CU-MC-CTL
330 West Broadway	Ļ

San Diego, CA 92101

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es): Todd D. Carpenter, 1350 Columbia Street, St. 603, San Diego, CA 92101, (619) 762-1900

DATE: .04/20/2018 (Fecha)	Clerk, by (Secretario)	G. WH Costy G. Dixon-Gosty	, Deputy (Adjunto)
(For proof of service of this s (Para prueba de entrega de d [SEAL]	ummons, use Proof of Service of Summons (form POS- esta citation use el formulario Proof of Service of Summo NOTICE TO THE PERSON SERVED: You are serv 1 as an individual defendant 2 as the person sued under the fictitious nam TOMMY HIT	ons, (POS-010)). ed	INC. a
	3. OCP 416.10 (corporation) CCP 416.20 (defunct corporation) CCP 416.40 (association or partne other (specify): 4. by personal delivery on (date):	CCP 416.60 (mir CCP 416.60 (cor	nor) hservatee) horized person)
Farm A danked for Mandatana Ilan		Code al	Page 1 of 1

Form Adopted for Mandatory Use	
Judicial Council of California	
SUM-100 (Rev. July 1, 2009)	

Case 3:18-cv-01373-BEN-JLB Document 1-2 Filed 06/21/18 PageID.16 Page 3 of 61

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PT-001		CM-010
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar n Carlson Lynch Sweet Kilpela & Carpenter, 1	umber, and address): _LP	FOR COURT USE ONLY
Todd D. Carpenter (CA 234464)		
1350 Columbia St., Stc. 603 San Diego, CA 92101		
TELEPHONE NO.: (619) 762-1900	fax no.: (619) 756-6991	ELECTRONICALLY FILED
ATTORNEY FOR (Name): Plaintiffs Miguel Olm	edo and Siobhan Morrow	Superior Court of California, County of San Diego
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Sat	Diego	04/18/2018 at 05:01:00 PM
STREET ADDRESS: 330 West Broadway	5	Clerk of the Superior Court
MAILING ADDRESS:		By Georgia Dixon-Cosby,Deputy Clerk
CITY AND ZIP CODE: San Diego 92101 BRANCH NAME: Central, Hall of Justic		
CASE NAME: CONTIAN, MAIN OF JUSTICE		
Miguel Olmedo and Siobhan Morrow	v Tommy Hilfiger Wholesele	Inc
CIVIL CASE COVER SHEET		CASE NUMBER:
Unlimited	Complex Case Designation	37-2018-00019565-CU-MC-CTL
(Amount (Amount	Counter Joinder	
demanded demanded is	Filed with first appearance by defen	dant ^{JUDGE:} Judge Judith F. Hayes
exceeds \$25,000) \$25,000 or less)	(Cal. Rules of Court, rule 3.402)	
	w must be completed (see instructions	on page 2).
1. Check one box below for the case type that		
Auto Tort		Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
Auto (22)	Breach of contract/warranty (06)	
Uninsured motorist (46)	Rule 3.740 collections (09)	Antitrust/Trade regulation (03)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Other collections (09)	Construction defect (10)
Asbestos (04)	Insurance coverage (18)	Mass tort (40) Securities litigation (28)
Product liability (24)	Contract (37) Real Property	Environmental/Toxic tort (30)
Medical malpractice (45)	Eminent domain/Inverse	Insurance coverage claims arising from the
Other PI/PD/WD (23)	condemnation (14)	above listed provisionally complex case
Non-PI/PD/WD (Other) Tort	Wrongful eviction (33)	types (41)
Business tort/unfair business practice (07)	Other real property (26)	Enforcement of Judgment
Civil rights (08)	Unlawful Detainer	Enforcement of judgment (20)
Defamation (13)	Commercial (31)	Miscellaneous Civil Complaint
Fraud (16)	Residential (32)	RICO (27)
intellectual property (19)	Drugs (38)	✓ Other complaint (not specified above) (42)
Professional negligence (25)	Judicial Review	Miscellaneous Civil Petition
Other non-PI/PD/WD tort (35)	Asset forfeiture (05)	Partnership and corporate governance (21)
Employment	Petition re: arbitration award (11)	Other petition (not specified above) (43)
Wrongful termination (36) Other employment (15)	Writ of mandate (02)	
	Other judicial review (39)	
factors requiring exceptional judicial manag	ement:	ules of Court. If the case is complex, mark the
a. Large number of separately repres		er of witnesses
b. 🖌 Extensive motion practice raising d		with related actions pending in one or more courts
issues that will be time-consuming		ities, states, or countries, or in a federal court
c. 🖌 Substantial amount of documentar	y evidence f. L Substantial p	ostjudgment judicial supervision
3. Remedies sought (check all that apply): a.[🖌 monetary b. 🖌 nonmonetary;	declaratory or injunctive relief c punitive
4. Number of causes of action (specify): 3, C	Cal. Bus. & Prof. Code 17200, 17	7500, and Cal. Civ. Code 1750
5. This case 🗹 is 🗌 is not a class	action suit.	
6. If there are any known related cases, file ar	id serve a notice of related case. (You	may use form CM-015.)
Date: 4/18/2018	9	
Todd D. Carpenter	l Cod	dh). Carpetter
(TYPE OR PRINT NAME)		SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)
Plaintiff must file this cover sheet with the fill	NOTICE	no (avcent small claims cases or cases filed
		les of Court, rule 3.220.) Failure to file may result
in sanctions.		, , , , , , , , , , , , , , , , , , , ,
 File this cover sheet in addition to any cove If this case is complex under rule 3.400 et s 		I must serve a conviot this cover sheet on all
Unless this is a collections case under rule	3.740 or a complex case, this cover she	eet will be used for statistical purposes only. Page 1 of 2
Form Adopted for Mandatory Use Judicial Council of California CM-010 [Rev. Juty 1, 2007]	CIVIL CASE COVER SHEET	Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740; Cal. Standards of Judicial Administration, std. 3.10 www.courtinfo.ca.gov

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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Breach of Contract/Warranty (06)

Contract

Auto Tort

Auto (22)-Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto) Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/ Wrongful Death Product Liability (not asbestos or toxic/environmental) (24) Medical Malpractice (45) Medical Malpractice-Physicians & Surgeons Other Professional Health Care Malpractice Other PI/PD/WD (23) Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of **Emotional Distress** Negligent Infliction of **Emotional Distress** Other PI/PD/WD Non-PI/PD/WD (Other) Tort **Business Tort/Unfair Business** Practice (07) Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08) Defamation (e.g., slander, libel) (13)Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice (not medical or legal) Other Non-PI/PD/WD Tort (35) Employment Wrongful Termination (36) Other Employment (15)

CM-010 [Rev. July 1, 2007]

Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) Contract/Warranty Breach-Seller Plaintiff (not fraud or negligence) Negligent Breach of Contract/ Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) Collection Case-Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage (not provisionally complex) (18) Auto Subrogation Other Coverage Other Contract (37) Contractual Fraud Other Contract Dispute **Real Property** Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property (not eminent domain, landlord/tenant, or foreclosure) **Unlawful Detainer** Commercial (31) Residential (32) Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential) **Judicial Review** Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ-Administrative Mandamus Writ-Mandamus on Limited Court Case Matter Writ-Other Limited Court Case Review Other Judicial Review (39) Review of Health Officer Order Notice of Appeal-Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3,400-3,403) Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims (arising from provisionally complex case type listed above) (41) **Enforcement of Judgment** Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment (nondomestic relations) Sister State Judgment Administrative Agency Award (not unpaid taxes) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case Miscellaneous Civil Complaint **RICO (27)** Other Complaint (not specified above) (42) Declaratory Relief Only Injunctive Relief Only (nonharassment) Mechanics Lien Other Commercial Complaint Case (non-tort/non-complex) Other Civil Complaint (non-tort/non-complex) **Miscellaneous Civil Petition** Partnership and Corporate Governance (21) Other Petition (not specified above) (43) Civil Harassment Workplace Violence Elder/Dependent Adult Abuse **Election Contest** Petition for Name Change Petition for Relief From Late Claim Other Civil Petition

Cá	se 3:18-cv-01373-BEN-JLB Document 1	1-2 Filed 06/21/18 PageID.18 Page 5 of 61
1 2 3 4 5 6 7 8 9 10	CARLSON LYNCH SWEET KILPELA & CARPENTER, LLP Todd D. Carpenter (CA 234464) Brittany C. Casola (CA 306561) 1350 Columbia Street, Ste. 603 San Diego, California 92101 Telephone: 619.762.1900 Facsimile: 619.756.6991 tcarpenter@carlsonlynch.com bcasola@carlsonlynch.com Edwin J. Kilpela (To be admitted <i>Pro Hac Vice</i> 1133 Penn Avenue, 5th Floor Pittsburgh, Pennsylvania 15222 Telephone: 412.322.9243 Facsimile: 412.231.0246 ekilpela@carlsonlynch.com Attorneys for Plaintiffs and Proposed Class Counsel	ELECTRONICALLY FILED Superior Court of California, County of San Diego 04/18/2018 at 05:01:00 PM Clerk of the Superior Court By Georgia Dixon-Cosby,Deputy Clerk
	SUBEDIOD C	
12		OURT OF CALIFORNIA TY OF SAN DIEGO
13		
 15 16 17 18 19 20 21 22 23 	MIGUEL OLMEDO, and SIOBHAM MORROW on behalf of themselves and all others similarly situated, Plaintiffs, vs. TOMMY HILFIGER WHOLESALE, INC., California corporation, Defendant.	<pre>ll) CLASS ACTION } (E-FILE) } 1. Violation of California's Unfair Competition Laws ("UCL");</pre>
24) Legal Remedies Act ("CLRA"); Civ. Code § 1750, et seq.
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	CLASS A(CTION COMPLAINT

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

NATURE OF THE CASE

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

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

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

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

5. Defendant sells its own, exclusive Tommy Hilfiger products, specifically and exclusively
designed merchandise for sale at their outlet, factory and company stores. The only original price for the
products sold at Defendant's outlet, factory and company stores is the price Defendant sets at these
stores. Defendant's merchandise is <u>never</u> sold at the Reference Price listed on the price tag <u>at any store</u>,
including Defendant's outlet stores.

CLASS ACTION COMPLAINT

1 6. The Reference Price is a fictional number utilized by Defendant to lure customers into 2 believing they are getting a good deal when they purchase merchandise at the "Sale Price". The Sale 3 Price purportedly offers the customers a substantial discount or percentage off from the Reference Price. However, the difference between Defendant's Reference Prices and Sale Prices is a false savings 4 5 percentage used to lure consumers into purchasing products they believe are significantly discounted. 6 The Reference Price is never a real price or the market price of the merchandise.

7 7. Through their false and misleading marketing, advertising and pricing scheme, Defendant 8 violated, and continues to violate California law prohibiting advertising goods for sale as discounted 9 from former prices, which are false, and prohibiting misleading statements about the existence and 10 amount of price reductions. Specifically, Defendant violated, and continues to violate, California's Business & Professions Code §§ 17200, et seq (the "UCL"), California's Business & Professions Code 12 §§ 17500, et seq (the "FAL"), the California Consumers' Legal Remedies Act, California Civil Code §§ 13 1750, et seq (the "CLRA"), and the Federal Trade Commission Act ("FTCA"), which prohibits "unfair or 14 deceptive acts or practices in or affecting commerce" (15 U.S.C. § 45(a)(1)) and false advertisements (15 U.S.C. § 52(a)). 15

8. 16 Plaintiffs bring this action on behalf of themselves and other similarly situated consumers 17 who have purchased one or more items at Defendant's outlet, factory or company stores that were 18 deceptively represented as discounted from a false Reference Price. Plaintiffs bring this action to end this 19 false, misleading, and deceptive pricing scheme, correct the false and misleading perception it has 20 created in the minds of consumers, and obtain redress for those who have purchased deceptively priced 21 products. Plaintiffs seek restitution and other equitable remedies, including an injunction under the UCL 22 and FAL; and restitution, actual and punitive damages, attorneys' fees, and an injunction under the 23 CLRA.

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JURISDICTION AND VENUE

9. This Court has jurisdiction over Defendant and the claims set forth below pursuant to 25 Code of Civil Procedure §410.10 and the California Constitution, Article VI §10, because this case is a 26 27 cause not given by statute to other trial courts.

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10. Venue is proper in the Superior Court for the County of San Diego, State of California, because Plaintiff Morrow resides in this County, the acts and transactions giving rise to her cause of
 action occurred in this County, and Defendant has accepted credit cards for the transaction of business
 throughout California, including the County of San Diego, which has caused both obligations of liability
 of Defendant to arise in the County of San Diego.

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

PARTIES

Plaintiffs

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

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

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

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

Defendant

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

FACTUAL BACKGROUND

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

24 was once offered for sale.

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

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

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

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

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

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

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

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

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

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

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

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

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CLASS ALLEGATIONS

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

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

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

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

CLASS ACTION COMPLAINT

131.A class action is superior to other available methods for the fair and efficient2adjudication of this controversy because the likelihood of individual Class members prosecuting separate3claims is remote and individual Class members do not have a significant interest in individually4controlling the prosecution of separate actions.

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

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

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

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

a. Whether, during the Class Period, Defendant used false "Reference" or "original"
 price labels and falsely advertised price discounts on their Tommy Hilfiger
 branded products sold in their outlet, factory or company stores;

 b. Whether, during the Class Period, the "Reference" or "original" prices advertised by Defendant were the prevailing market prices for the respective Tommy Hilfiger branded products during the three months period preceding the dissemination and/or publication of the advertised "original" or "Reference" prices;

c. Whether Defendant's alleged conduct constitutes violations of the laws asserted herein;

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CLASS ACTION COMPLAINT

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

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

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

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

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

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

customers through, customer loyalty program(s) and general marketing programs. Defendant has one or

more databases through which a significant majority of Class members may be identified and

ascertained, and they maintain contact information, including email and home addresses, through which

CAUSES OF ACTION

notice of this action could be disseminated in accordance with due process requirements.

Upon information and belief, Defendant keeps extensive computerized records of its

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<u>FIRST CAUSE OF ACTION</u> Violation Unfair Competition Law Business and Professions Code § 17200 et seq.

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

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

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

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

45. Defendant's actions constitute "unfair" business acts or practices because, as alleged above, Defendant engaged in misleading and deceptive price comparison advertising that represented

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

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

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

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

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

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

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

CLASS ACTION COMPLAINT

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1	(b) A former price is not necessarily fictitious merely because no sales at the advertised
2	price were made. The advertiser should be especially careful, however, in such a case, that the price is one at which the product was openly and actively offered for sale, for a
3	reasonably substantial period of time, in the recent, regular course of her business, honestly and in good faith – and, of course, not for the purpose of establishing a fictitious
4	higher price on which a deceptive comparison might be based.
5	51. California law also expressly prohibits false former pricing schemes. Cal. Bus. & Prof.
6	Code §17501, entitled "Value determinations; Former price advertisement," states:
7	For the purpose of this article the worth or value of any thing advertised is the prevailing
8	market price, wholesale if the offer is at wholesale, retail if the offer is at retail, at the time of publication of such advertisement in the locality wherein the advertisement is
9	published. No price shall be advertised as a former price of any advertised thing, unless the
10	alleged former price was the prevailing market price as above defined within three months next immediately preceding the publication of the advertisement or unless the
11	date when the alleged former price did prevail is clearly, exactly and conspicuously stated in the advertisement. [Emphasis added.]
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13	52. As detailed in Plaintiffs' Third Cause of Action below, the Consumers Legal Remedies
14	Act (CLRA), Cal. Civ. Code § 1770(a)(9), prohibits a business from "[a]dvertising goods or services
15	with intent not to sell them as advertised," and subsection (a)(13) prohibits a business from "[m]aking
16	false or misleading statements of fact concerning reasons for, existence of, or amounts of price
17	reductions." Because Defendant's conduct violates the CLRA, it also violates the unlawful prong of the
18	UCL.
19	53. Defendant's practices, as set forth above, have misled Plaintiffs, the proposed classes, and
20	the general public in the past and will continue to mislead in the future. Consequently, Defendant's
21	practices constitute an unlawful an unfair business practice within the meaning of the UCL.
22	54. Defendant's violation of the UCL through its unlawful, unfair and fraudulent business
23	practices are ongoing and present a continuing threat that members of the public will be deceived into
24	purchasing products based on price comparisons between Defendant's false former Reference Prices and
25	Sale Prices. Defendant's false, arbitrary and inflated Reference Prices create phantom price markdowns
26	and lead to financial damage for consumers, like Plaintiff and the proposed Classes.
27	55. Pursuant to the UCL, Plaintiffs are entitled to preliminary and permanent injunctive relief
28	ordering Defendants to cease this unfair competition, as well as disgorgement and restitution to Plaintiffs
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	CLASS ACTION COMPLAINT

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

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SECOND CAUSE OF ACTION Violation of the California False Advertising Law, California Business & Professions Code § 17500, et seq.

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

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

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

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

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

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

12 CLASS ACTION COMPLAINT

62. As a direct and proximate result of Defendant's misleading and false advertisements,
 Plaintiffs and Class members have suffered injury in fact and have lost money. As such, Plaintiffs
 request that this Court order Defendant to restore this money to Plaintiffs and all Class members, and to
 enjoin Defendant from continuing these unfair practices in violation of the UCL in the future. Otherwise,
 Plaintiffs, Class members and the broader general public will be irreparably harmed and/or denied an
 effective and complete remedy.

THIRD CAUSE OF ACTION Violation of the Consumers Legal Remedies Act ("CLRA"), California Civil Code § 1750, *et seq*.

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

64. This cause of action is brought pursuant to the Consumers Legal Remedies Act (CLRA),
California Civil Code § 1750, et seq. Plaintiffs and each member of the proposed classes are
"consumers" as defined by California Civil Code § 1761(d). Defendant's sale of its Tommy Hilfiger
branded products at their outlet, factory or company stores to Plaintiffs and the Class were "transactions"
within the meaning of California Civil Code § 1761(e). The products purchased by Plaintiffs and the
Class are "goods" within the meaning of California Civil Code § 1761(a).

18 65. Defendant violated and continues to violate the CLRA by engaging in the following
19 practices proscribed by California Civil Code § 1770(a) in transactions with Plaintiffs and the Class that
20 were intended to result in, and did result in, the sale of Tommy Hilfiger branded products:

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a. Advertising goods or services with intent not to sell them as advertised;

b. Making false or misleading statements of fact concerning reasons for, existence of, or amounts of price reductions.

66. Pursuant to § 1782(a) of the CLRA, on April 18, 2018, Plaintiffs' counsel notified Defendant in writing by certified mail of the particular violations of § 1770 of the CLRA and demanded that it rectify the problems associated with the actions detailed above and give notice to all affected consumers of Defendant's intent to act. If Defendant fails to respond to Plaintiffs' letter or agree to rectify the problems associated with the actions detailed above and give notice to all affected consumers within 30 days of the date of written notice, as proscribed by § 1782, Plaintiffs will move to amend their
 Complaint to pursue claims for actual, punitive, and statutory damages, as appropriate against Defendant.
 As to this cause of action, at this time, Plaintiff seeks only injunctive relief.

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PRAYER FOR RELIEF

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

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

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VIII. DEMAND FOR JURY TRIAL

I	VIII. DEM	IAND FOR JURY TRIAL	
2	68.	Plaintiffs hereby demands a jury trial for	or all of the claims so triable.
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4	Dated: April	18, 2018	CARLSON LYNCH SWEET KILPELA & CARPENTER, LLP
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9			tcarpenter@carlsonlynch.com bcasola@carlsonlynch.com
10			Edwin J. Kilpela (to be admitted Pro Hac
11 12			Vice) 1133 Penn Avenue, 5th Floor
12			Pittsburgh, Pennsylvania 15222 Telephone: (412) 322-9243
13		· · ·	Facsimile: (412) 231-0246 ekilpela@carlsonlynch.com
15			Attorneys for Plaintiff and
16			Proposed Class Counsel
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Exhibit A

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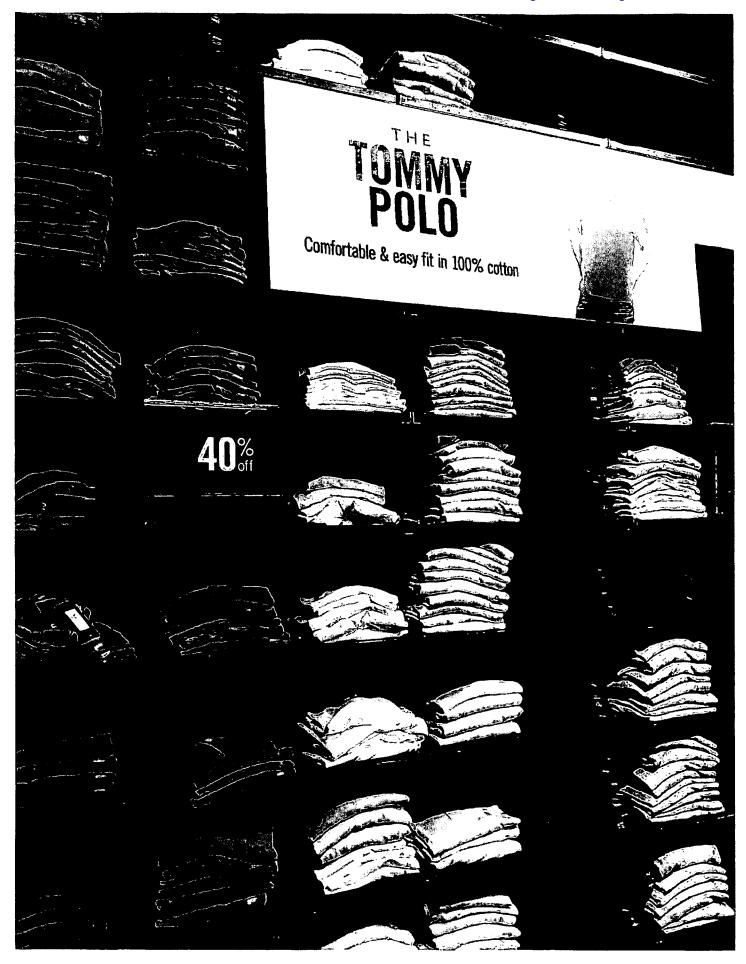


Exhibit B

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Ca	se 3:18-cv-01373-BEN-JLB Document 1-2 F	Filed 06/21/18 PageID.41 Page 28 of 61			
1 2 3 4 5 6 7 8	CARLSON LYNCH SWEET KILPELA & CARPENTER, LLP Todd D. Carpenter (CA 234464) Brittany C. Casola (CA 306561) 1350 Columbia St., Ste. 603 San Diego, California 92101 Telephone: 619.762.1901 Facsimile: 619.756.6991 tcarpenter@carlsonlynch.com bcasola@carlsonlynch.com Edwin J. Kilpela (to be admitted <i>Pro Hac Vice</i>) 1133 Penn Avenue, 5th Floor Pittsburgh, PA 15222 Telephone: 412.322.9243 Facsimile: 412.231.0246	ELECTRONICALLY FILED Superior Court of California, County of San Diego 04/18/2018 at 05:01:00 PM Clerk of the Superior Court By Georgia Dixon-Cosby,Deputy Clerk			
9 10	ekilpela@carlsonlynch.com				
10	Attorneys for Plaintiffs and Proposed Class Counsel				
12	SUPERIOR COURT	Γ OF CALIFORNIA			
13	COUNTY OF	SAN DIEGO			
14	MIGUEL OLMEDO and SIOBHAN MORROW,	Case No: 37-2018-00019565-CU-MC-CTL			
15	on behalf of themselves and all others similarly situated,	Case 140, 01-2010-00018000-00-012			
16	Plaintiffs,	DECLARATION IN SUPPORT OF			
17	v.	JURISDICTION			
18 19	TOMMY HILFIGER WHOLESALE, INC., a California corporation,				
20	Defendant.				
21					
22	I, Todd D. Carpenter, declare under penalty of perjury the following:				
23	1. I am an attorney duly licensed to practice before all of the courts in the State of California.				
24	1 am a partner at Carlson Lynch Sweet Kilpela & Carpenter, LLP, and the counsel of record for Plaintiffs				
25	in the above-entitled action.				
26	2. Defendant Tommy Hilfiger Wholesal	e, Inc. has done and is doing business in the County			
27	of San Diego. Such business includes the marketing	, distributing, and sale of clothing at Tommy Hilfiger			
28	outlet, factory, and company stores.				
		1			
	DECLARATION IN SUPPORT OF JURISDICTION				

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Ca	se 3:18-cv-01373-BEN-JLB Document 1-2 Filed 06/21/18 PageID.42 Page 29 of 61
1	3. Plaintiff Siobhan Morrow purchased her shirts from a Tommy Hilfiger outlet store in San
2	Ysidro, California, which is in the County of San Diego.
3	I declare under penalty of perjury under the laws of the State of California that the foregoing is
4	true and correct.
5	Executed this 18th day of April 2018 in San Diego, California.
6	Jodd D. Carperter Todd D. Carpenter
7	Todd D. Carpenter
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	DECLARATION IN SUPPORT OF JURISDICTION

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NOTICE OF CASE ASSIGNMENT AND C. CONFERENCE on MANDATORY eFILE C		37-2018-00019565-CU-MC-CTL
		CASE NUMBER:
OLMEDO VS TOMMY HILFIGER WHOLESALE INC	E-FILE]	
DEFENDANT(S) / RESPONDENT(S): Tommy Hilfige	Wholesale Inc	
PLAINTIFF(S) / PETITIONER(S): MIGUEL OLM	DO et.al.	
TELEPHONE NUMBER: (619) 450-7068		1.m ·
BRANCH NAME: Central		
CITY AND ZIP CODE: San Diego, CA 92101-3827		
MAILING ADDRESS: 330 W Broadway		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 330 W Broadway	SAN DIEGO	

CASE ASSIGNMENT

Judge: Judith F. Hayes

Department: C-68

COMPLAINT/PETITION FILED: 04/18/2018

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	11/09/2018	10:00 am	C-68	Judith F. Hayes

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

- DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)
- JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.
- MANDATORY eFILE: Case assigned to mandatory eFile program per CRC 3.400-3.403 and SDSC Rule 2.4.11. All documents must be eFiled at www.onelegal.com. Refer to General Order in re procedures regarding electronically imaged court records, electronic filing, and access to electronic court records in civil and probate cases or guidelines and procedures.

COURT REPORTERS: Court reporters are not provided by the Court in Civil cases. See policy regarding normal availability and unavailability of official court reporters at www.sdcourt.ca.gov.

*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2018-00019565-CU-MC-CTL CASE TITLE: Olmedo vs Tommy Hilfiger Wholesale Inc [E-FILE]

<u>NOTICE</u>: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages

- · Saves time
- · Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships
- Potential Disadvantages
- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at http://www.sdcourt.ca.gov/adr.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

<u>On-line mediator search and selection</u>: Go to the court's ADR webpage at <u>www.sdcourt.ca.gov/adr</u> and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule <u>2.2.1</u> for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules <u>Division II, Chapter III</u> and Code Civ. Proc. <u>§ 1141.10 et seq</u> or contact the Arbitration Program Office at (619) 450-7300 for more information.

<u>More information about court-connected ADR</u>: Visit the court's ADR webpage at <u>www.sdcourt.ca.gov/adr</u> or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at <u>www.ncrconline.com</u> or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at <u>www.courtinfo.ca.gov/selfhelp/lowcost</u>.

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	AN DIEGO	FOR COURT USE ONLY
TREET ADDRESS: 330 West Broadway		
AILING ADDRESS: 330 West Broadway ITY, STATE, & ZIP CODE: San Diego, CA 92101-3827		
RANCH NAME: Central		
PLAINTIFF(S): MIGUEL OLMEDO et.al.		
DEFENDANT(S): Tommy Hilfiger Wholesale Inc		
SHORT TITLE: OLMEDO VS TOMMY HILFIGER WHO		
STIPULATION TO USE AL		
DISPUTE RESOLUTIO		37-2018-00019565-CU-MC-CTL
ludge: Judith F. Hayes	ſ	Department: C-68
he parties and their attorneys stipulate that the mailternative dispute resolution (ADR) process. Sele	atter is at issue and the claims ction of any of these options wi	in this action shall be submitted to the following ill not delay any case management timelines.
Mediation (court-connected)	Non-binding private a	rbitration
Mediation (private)	Binding private arbitra	tion
Voluntary settlement conference (private)	Non-binding judicial a	rbitration (discovery until 15 days before trial)
Neutral evaluation (private)	Non-binding judicial a	rbitration (discovery until 30 days before trial)
Other (specify e.g., private mini-trial, private judg	<i>ge, eic.)</i> .	
U Other (specify e.g., private mini-trial, private judg		
t is also stipulated that the following shall serve as arbitr Alternate neutral (for court Civil Mediation Program and a	rator, mediator or other neutral: (Na	ame)
It is also stipulated that the following shall serve as arbitr Alternate neutral (for court Civil Mediation Program and a	rator, mediator or other neutral: (Na	ame)
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It is also stipulated that the following shall serve as arbitr Alternate neutral (for court Civil Mediation Program and a Date:	rator, mediator or other neutral: (Na arbitration only): Date: _	ame)
	arbitration only): Date:	ame)
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t is also stipulated that the following shall serve as arbitr Alternate neutral (for court Civil Mediation Program and a Date:	arbitration only): Date: Date: Date: Name of Signatu Name of Signatu additional completed and fully exect event pursuant to Cal. Bules of Co	ame)
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			_	
Attorney or Party without Attorney:		7.0		For Court Use Only
Todd Carpenter, Esq., Bar #234464				
Carlson Lynch Sweet Kilpela & Carpente	r			
1350 Columbia Street, Suite 603				
San Diego, CA 92101				
	lo: 619-756-6991			
•	Ret	f. No. or File No.:		
Attorney for: Plaintiff				
Insert name of Court, and Judicial District and Bran	nch Court:			
San Diego County Superior Court				
Plaintiff: Miguel Olmedo, et al.				
Defendant: Tommy Hilfiger Wholesale, Inc.,				
PROOF OF SERVICE	Hearing Date:	Time:	Dept/Div:	Case Number:
Summons; Complaint				37201800019565CUMCCTL

1. At the time of service I was at least 18 years of age and not a party to this action.

2. I served copies of the Summons; Class Action Complaint; Civil Case Cover Sheet; Declaration in Support of Jurisdiction; Notice of Case Assignment; ADR Information; Stipulation to Use of ADR (blank)

3. a. Party served:	Tommy Hilfiger Wholesale, Inc., a California corporation
b. Person served:	Mai Yang, Service of Process Intake Clerk
4. Address where the party was served:	Corporation Service Company 2710 Gateway Oaks Drive Suite 150N Sacramento, CA 95833

5. I served the party:

a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive process for the party (1) on: Fri., Apr. 20, 2018 (2) at: 3:00PM

6. The "Notice to the Person Served" (on the Summons) was completed as follows: on behalf of: Tommy Hilfiger Wholesale, Inc., a California corporation Under CCP 416.10 (corporation)

7. Person Who Served Papers:

a. Robert J. Mason
b. Class Action Research & Litigation P O Box 740 Penryn, CA 95663
c. (916) 663-2562, FAX (916) 663-4955 Recoverable Cost Per CCP 1033.5(a)(4)(B)

- d. The Fee for Service was:
- e. I am: (3) registered California process server
 - (i) Independent Contractor
 - (ii) Registration No.: 03-007
 - (iii) County: Placer
 - (iv) Expiration Date: Fri, Nov. 08, 2019

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Fri, Apr. 20, 2018

(Robert J. Mason)

PROOF OF SERVICE Summons; Complaint

	Case 3:18-cv-01373-BEN-JLB	Document 1-2	Filed 06/21/18	PageID.48	Page 35 of 61
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AMENDED SUMMONS (CITACION JUDICIAL)	SUM-100 FOR COURT USE ONLY (SOLO PARA USO DE LA CORTE)
NOTICE TO DEFENDANT:	i de la composición d Composición de la composición de la comp
(AVISO AL DEMANDADO): PVH RETAIL STORES, LLC, a Delaware Limited Liability Company,	ELECTRONICALLY FILED Superior Court of California, County of San Diego
YOU ARE BEING SUED BY PLAINTIFF:	05/29/2018 at 03:10:00 PM
(LO ESTÁ DEMANDANDO EL DEMANDANTE):	Clerk of the Superior Court By Richard Day Deputy Clerk
MIGUEL OLMEDO and SIOBHAN MORROW on behalf of themselves and all others similarly situated,	
NOTICE! You have been sued. The court may decide against you without your being heard unless y below.	you respond within 30 days. Read the information
You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a viserved on the plaintiff. A letter or phone call will not protect you. Your written response must be in procase. There may be a court form that you can use for your response. You can find these court forms Online Self-Help Center (www.courtinfo.ca.gov/self/help), your county law library, or the courthouse response the case of the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case may be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not known these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the Ca (www.courtinfo.ca.gov/self/help), or by contacting your local court or county bar association. NOTE: Toosts on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must jAVISOI Lo han demandado. Si no responde dentro de 30 dias, la corte puede decidir en su contra continuación. Tiene 30 DIAS DE CALENDARIO después de que le entreguen esta citación y papeles legales par corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo pr en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formula Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Corte biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar ia cuola podrá quitar su sueldo, dinero y bienes sin más advertencia. Hay otros requisitos legales, Es recomendable que llame a un abogado inmediatamente. Si no cor remisión a abogados locales. AVISO: Por ley, la corte luene denciformia, (www.suwhelpcalifornia.org), en el Centro de Ayuda de las Cortes de abogados locales. AVISO: Por ley, la corte luene derecho a reclamar las cuotas y los cost cualquier recuperación de \$10,000 ó más de valor reclibida mediante un acuerdo	roper legal form if you want the court to hear your is and more information at the California Courts hearest you. If you cannot pay the filing fee, ask by default, and your wages, money, and property ow an attorney, you may want to call an attorney ponprofit legal services program. You can locate ilifornia Courts Online Self-Help Center The court has a statutory lien for waived fees and be paid before the court will dismiss the case. sin escuchar su versión. Lea la información a ara presentar una respuesta por escrito en esta rotegen. Su respuesta por escrito liene que estar ario que usted pueda usar para su respuesta. es de California (www.sucorte.ca.gov), en la de presentación, pida al secretario de la corte le perder el caso por incumplimiento y la corte le moce a un abogado, puede llamar a un servicio de ra obtener servicios legales gratuitos de un el sitio web de California Legal Services, v) o poniéndose en contacto con la corte o el tos exentos por imponer un gravamen sobre e arbitraje en un caso de derecho civil. Tiene que
The name and address of the court is: (El nombre y dirección de la corte es): Central	CASE NUMBER: (Número del Caso):
330 West Broadway	37-2018-00019565-CU-MC-CTL
San Diego, CA 92101 The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attor (<i>El nombre, la dirección y el número de teléfono del abogado del demandante, o del deman</i> Todd D. Carpenter, 1350 Columbia Street, Ste. 603, San Diego, CA 92101	ndante que no tiene abogado, es): , (619) 762-1900
DATE: May-29, 2018 RD Clerk, by (Secretario)	, Deputy (Adjunto)
(For proof of service of this summons, use Proof of Service of Summons (form POS-010).) (Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (F	
Image: Seal j 1. as an individual defendant. Image: Seal j 1. as the person sued under the fictilitous name of (seal j Image: Seal j 1. Image: Seal j 1. Image: Seal j 1. Image: Seal j 1. 1. Image: Seal j 1. Image: Seal j 1. 1. 1. Image: Seal j 1. Image: Seal j 1. <	Stores, LLC, a Hed Uability (Mapany CCP 416.60 (minor) CCP 416.70 (conservatee)

Form Adopted for Mandatory Use Judicial Council of California SUM-100 [Rev. July 1, 2009]

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AMENDED SUMMONS

Page 1 of 1 Code of Civil Proceedine §§ 412.20, 465 www.courtinfo.ce.gov

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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16		ELECTRONICALLY FILED Superior Court of California, County of San Diego 05/21/2018 at 11:19:00 AM Clerk of the Superior Court By Richard Day, Deputy Clerk
 17 18 19 20 21 22 23 24 25 26 27 28 	Plaintiffs, v. PVH RETAIL STORES, LLC, a Delaware) Limited Liability Company, and DOES 1-20, Defendant.	 FIRST AMENDED CLASS ACTION COMPLAINT 1. Violation of California's Unfair Competition Laws ("UCL"); California Business & Professions Code Sections 17200, et seq. 2. Violation of California's False Advertising Laws ("FAL"); California Business & Professions Code Sections 17500, et seq. 3. Violations of California Consumer Legal Remedies Act ("CLRA"); Civ. Code § 1750, et seq. [DEMAND FOR JURY TRIAL]
	FIRST AMENDED CL	1 ASS ACTION COMPLAINT

Plaintiffs SIOBHAN MORROW and MIGUEL OLMEDO (collectively, "Plaintiffs") bring this
action on behalf of themselves and all others similarly situated against Defendant PVH RETAIL
STORES, LLC ("Defendant") and state:

NATURE OF THE CASE

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

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

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

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

5. Defendant sells its own, exclusive Tommy Hilfiger products, specifically and exclusively
designed merchandise for sale at their outlet, factory and company stores. The only original price for the
products sold at Defendant's outlet, factory and company stores is the price Defendant sets at these
stores. Defendant's merchandise is <u>never</u> sold at the Reference Price listed on the price tag <u>at any store</u>,
including Defendant's outlet stores.

6. The Reference Price is a fictional number utilized by Defendant to lure customers into
 believing they are getting a good deal when they purchase merchandise at the "Sale Price". The Sale
 Price purportedly offers the customers a substantial discount or percentage off from the Reference Price.
 However, the difference between Defendant's Reference Prices and Sale Prices is a false savings
 percentage used to lure consumers into purchasing products they believe are significantly discounted.
 The Reference Price is never a real price or the market price of the merchandise.

7 Through their false and misleading marketing, advertising and pricing scheme, Defendant 7. 8 violated, and continues to violate California law prohibiting advertising goods for sale as discounted 9 from former prices, which are false, and prohibiting misleading statements about the existence and 10 amount of price reductions. Specifically, Defendant violated, and continues to violate, California's Business & Professions Code §§ 17200, et seq (the "UCL"), California's Business & Professions Code 11 §§ 17500, et seq (the "FAL"), the California Consumers' Legal Remedies Act, California Civil Code §§ 12 1750, et seq (the "CLRA"), and the Federal Trade Commission Act ("FTCA"), which prohibits "unfair or 13 deceptive acts or practices in or affecting commerce" (15 U.S.C. \S 45(a)(1)) and false advertisements (15 14 U.S.C. § 52(a)). 15

16 8. Plaintiffs bring this action on behalf of themselves and other similarly situated consumers 17 who have purchased one or more items at Defendant's outlet, factory or company stores that were 18 deceptively represented as discounted from a false Reference Price. Plaintiffs bring this action to end this false, misleading, and deceptive pricing scheme, correct the false and misleading perception it has 19 20 created in the minds of consumers, and obtain redress for those who have purchased deceptively priced products. Plaintiffs seek restitution and other equitable remedies, including an injunction under the UCL 2122 and FAL; and restitution, actual and punitive damages, attorneys' fees, and an injunction under the CLRA. 23

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JURISDICTION AND VENUE

9. This Court has jurisdiction over Defendant and the claims set forth below pursuant to
Code of Civil Procedure §410.10 and the California Constitution, Article VI §10, because this case is a
cause not given by statute to other trial courts.

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10. Venue is proper in the Superior Court for the County of San Diego, State of California,

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

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

PARTIES

<u>Plaintiffs</u>

11.

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

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

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

shirt at a Tommy Hilfiger outlet store located at 100 Citadel Drive, Suite 519, Commerce, California, 1 90040. Defendant, through price tags and related in-store signage, advertised the shirt as having a 2 Reference Price of approximately \$49.99, on the shirt's price tag, similar to the price tag depicted in 3 Exhibit "A". Defendant advertised the shirt at a Sale Price of 40% off and/or \$29.99. This shirt, 4 however, was never offered for sale at the Reference Price in Defendant's outlet stores, nor was it offered 5 for sale at its advertised Reference Price within the 90-day time period immediately preceding Plaintiff 6 7 Olmedo's purchase anywhere within the relevant market. At all times during the 90 days preceding Mr. 8 Olmedo's purchase, the shirt was offered for sale at a substantial discount from the advertised "Reference 9 Price".

Defendant

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11 15. Plaintiffs are informed and believe, and upon such information and belief allege, 12 Defendant PVH Retail Stores, LLC is a Delaware limited liability company with its principal place of 13 business in New York, New York. PVH Retail Stores, LLC owns and operates Tommy Hilfiger factory 14 or outlet stores, and advertises, markets, distributes, and/or sells clothing and clothing accessories in the 15 State of California and throughout the United States. Plaintiffs believe Tommy Hilfiger factory or outlet 16 stores carry specially designed merchandise that is sold exclusively at Defendant's Tommy Hilfiger 17 factory or outlet stores.

18 16. The true names and capacities, whether individual, corporate, associate, or otherwise, of
19 defendants sued herein as DOES 1 through 20, inclusive, are currently unknown to Plaintiffs, who
20 therefore sue these defendants by such fictitious names under Code of Civil Procedure section 474.

Plaintiffs are informed and believe, and based thereon allege, that each of the defendants
designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to
herein. Plaintiffs will seek leave of Court to amend this Complaint to reflect the true names and
capacities of the defendants designated hereinafter as DOES when such identities become known.

18. Plaintiffs are informed and believe, and thereon allege, that at all times material hereto
and mentioned herein, each defendant sued herein, was the agent, servant, employer, joint-venturer,
partner, subsidiary, parent, division, alias, and/or alter ego of each of the remaining defendants and were,
at all times, acting within the purpose and scope of such agency, servitude, employment, ownership,

subsidiary, alias, and/or alter ego and with the authority, consent, approval, control, influence, and 1 2 ratification of each remaining defendant sued herein.

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FACTUAL BACKGROUND

19. The advertised Reference Prices for the items purchased by Plaintiffs were false because Defendant never sold those items at their advertised Reference Prices, and the prevailing retail prices for those items during the three months immediately prior to Plaintiffs' purchases were not Defendant's 6 advertised Reference Prices. Defendant holds the Reference Price out as the original or former price for its merchandise. The Reference Price is the price listed on what appears to be the original price tag affixed to the new merchandise. By listing this false "Reference Price" on the price tag, Defendant misleads consumers into believing that the "Reference Price" is a former price at which the merchandise was once offered for sale.

20. The "Sale Price" is the price at which the merchandise is actually sold in outlet stores and 12 in the relevant market. Defendant advertised Sale Prices for the items purchased by Plaintiffs were the 13 14 products' actual "original" or "market" prices, and the discounts advertised by Defendants were a false, non-existent savings percentage. 15

21. Plaintiffs believed Defendant's advertised Former and Sale Prices were accurate 16 representations regarding the value of Defendant's products and the savings related to Plaintiffs' 17 purchasing decisions. Plaintiffs would not have purchased the products, or would not have paid the full 18 19 Sale Price they did, if they had known they were not truly receiving the savings off a true Reference Price (or former or original price), as Defendant led them to believe. 20

22. Defendant's pricing scheme creates an artificial and exaggerated market price for their 21 22 products. Consumers, including Plaintiffs have been damaged in the amount of the difference between 23 the false market price that is created by Defendant's improper pricing scheme and the actual market price 24 of the items purchased absent the effects of that scheme.

23. Tommy Hilfiger's outlet stores sell goods that are specifically produced for outlet malls. 25 Tommy Hilfiger's outlet stores "carry specially designed merchandise that is sold at a lower price point 26 than merchandise sold in [their] specialty stores." PVH Corp., Annual Report (Form 10-K), at 5 (Mar. 27 25, 2016). Contrast these product markets from one where the same exact merchandise is sold 28

concurrently in both its regular retail stores and its retail outlet stores in the same capacity of quality.
Thus, because Tommy Hilfiger's retail outlet stores sell merchandise separate and apart from the
merchandise sold at their regular retail stores, there is no other "market price" for the products being sold
other than the price set at Defendant's Tommy Hilfiger retail outlet stores.

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

13 25. Defendant knows their comparative price advertising is false, deceptive, misleading and
14 unlawful under California law.

15 26. Defendant fraudulently concealed from and intentionally failed to disclose to Plaintiffs
16 and other members of the proposed class the truth about the advertised Reference and Sale Prices.

17 27. At all relevant times, Defendant has been under a duty to Plaintiffs and the proposed class
18 to disclose the truth about the false discounts.

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

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

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

CLASS ALLEGATIONS

Plaintiffs bring this action on behalf of themselves and all other similarly situated Class 2 31. members pursuant to Code of Civil Procedure section 382, which Class is defined as follows:

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

Excluded from the Classes are Defendant, as well as its officers, employees, agents or 32. 7 affiliates, and any judge who presides over this action, as well as all past and present employees, officers 8 and directors of Defendant. Plaintiffs reserve the right to expand, limit, modify, or amend this class 9 definition, including the addition of one or more subclasses, in connection with their motion for class 10 certification, or at any other time, based upon, inter alia, changing circumstances and/or new facts 11 obtained during discovery. 12

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The members of this Class are so numerous that joinder of all members is impractical. 33. While the exact number of Class members is unknown to Plaintiffs at this time, such information can be ascertained through appropriate discovery from records obtained from Defendant and its agents.

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

35. The disposition of Plaintiffs' and Class Members' claims through the class action 20device will provide substantial judicial economy and benefits both the parties and the Court. Further, the 21 statutory damages for which the individual class members are entitled are relatively small and the burden 22 and expense of individual litigation makes it substantially difficult and unlikely that Class Members will 23 individually seek redress of Defendant's wrongs. Without the class action procedural device, Defendant's 24 unlawful conduct will continue unabated. 25

36. This action will promote an orderly and expeditious adjudication of the Class claims, 26and will promote and foster the uniformity of decision. 27

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The Class is ascertainable and there is a well-defined community of interest among the

members of the Class because common questions of law and fact predominate, Plaintiffs' claims are
 typical of the members of the Class, and Plaintiffs can fairly and adequately represent the interests of the
 Class.

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

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- a. Whether, during the Class Period, Defendant used false "Reference" or "original"
 price labels and falsely advertised price discounts on their Tommy Hilfiger
 branded products sold in their outlet, factory or company stores;
- b. Whether, during the Class Period, the "Reference" or "original" prices advertised
 by Defendant were the prevailing market prices for the respective Tommy Hilfiger
 branded products during the three months period preceding the dissemination
 and/or publication of the advertised "original" or "Reference" prices;
- c. Whether Defendant's alleged conduct constitutes violations of the laws asserted herein;
 - d. Whether Defendant engaged in unfair, unlawful and/or fraudulent business practices under the laws asserted;
 - e. Whether Defendant engaged in false or misleading advertising;

 f. Whether Plaintiffs and Class members are entitled to damages and/or restitution and the proper measure of that loss; and

g. Whether an injunction is necessary to prevent Defendant from continuing to usefalse, misleading or illegal price comparisons.

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

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

1 || those of the Class.

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The nature of this action and the nature of laws available to Plaintiffs and the Class make 2 41. the use of the class action format a particularly efficient and appropriate procedure to afford relief to 3 Plaintiffs and the class for the wrongs alleged. The damages and other financial detriment suffered by 4 individual Class members is relatively modest compared to the burden and expense that would be 5 entailed by individual litigation of their claims against Defendant. It would thus be virtually impossible б for Plaintiffs and Class members, on an individual basis, to obtain effective redress for the wrongs done 7 to them. Absent the class action, Class members and the general public would not likely recover, or 8 would not likely have the chance to recover, damages or restitution, and Defendant would be permitted to 9 10retain the proceeds of their fraudulent and deceptive misdeeds.

42. All Class members, including Plaintiffs, were exposed to one or more of Defendant's 11 misrepresentations or omissions of material fact regarding the existence and amount of Reference Prices 12 and advertised sales discounts. Due to the scope and extent of Defendant's consistent false discount 13 price advertising scheme, disseminated in a years-long campaign to California consumers via a number 14 of different platforms-price tags and related in-store signage, in-store displays, print advertisements, 15 etc.--it reasonably can be inferred that such misrepresentations or omissions of material fact were 16 uniformly made to all members of the Classes. In addition, it reasonably can be presumed that all Class 17 members, including, Plaintiffs, affirmatively acted in response to the representations and omissions 18 contained in Defendant's false advertising scheme when purchasing Tommy Hilfiger branded 19 merchandise at Defendant's outlet, factory and company stores. 20

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

CAUSES OF ACTION

FIRST CAUSE OF ACTION Violation Unfair Competition Law Business and Professions Code § 17200 et seq.

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

45. The UCL defines unfair business competition to include any "unlawful, unfair or fraudulent" act or practice, as well as any "unfair, deceptive, untrue or misleading" advertising. Cal. Bus. Prof. Code § 17200.

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

A business act or practice is "unfair" under the UCL if it offends an established public 47. policy or is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers, and that unfairness is determined by weighing the reasons, justifications and motives of the practice against the gravity of the harm to the alleged victims.

48. Defendant's actions constitute "unfair" business acts or practices because, as alleged above, Defendant engaged in misleading and deceptive price comparison advertising that represented false "reference" prices and "sale" prices that were nothing more than fabricated "regular" prices with phantom markdowns. Defendant's acts and practices offended an established public policy and reflect immoral, unethical, oppressive, and unscrupulous activities that are substantially injurious to consumers.

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

A business act or practice is "fraudulent" under the UCL if it is likely to deceive members 50. of the consuming public.

51. Defendant's acts and practices alleged above have deceived Plaintiffs and are highly likely to deceive members of the consuming public. Plaintiffs relied on Defendant's fraudulent and deceptive representations and omissions regarding its false Reference Prices and the corresponding sales discounts for the Tommy Hilfiger branded merchandise that Defendant sells at its outlet stores. These misrepresentations and omissions played a substantial role in Plaintiffs' decisions and that of the

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proposed class to purchase the products at steep discounts, and Plaintiffs would not have purchased
 Defendant's products without Defendant's misrepresentations.

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52. A business act or practice is "unlawful" under the UCL if it violates any other law or regulation. Defendant's conduct alleged herein is unlawful under the UCL because it violates the FTCA, California's false advertising law, and the Consumers Legal Remedies Act.

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53. The FTCA prohibits "unfair or deceptive acts or practices in or affecting commerce" (15

7 U.S.C. § 45(a)(1)) and prohibits the dissemination of any false advertisements (15 U.S.C. § 52(a)).

8 Under the FTC, false former pricing schemes, similar to the ones implemented by Defendant, are

9 described as deceptive practices that would violate the FTCA:

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

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

54. California law also expressly prohibits false former pricing schemes. Cal. Bus. & Prof.

21 Code §17501, entitled "Value determinations; Former price advertisement," states:

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

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

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55. As detailed in Plaintiffs' Third Cause of Action below, the Consumers Legal Remedies

Act (CLRA), Cal. Civ. Code § 1770(a)(9), prohibits a business from "[a]dvertising goods or services with intent not to sell them as advertised," and subsection (a)(13) prohibits a business from "[m]aking false or misleading statements of fact concerning reasons for, existence of, or amounts of price reductions." Because Defendant's conduct violates the CLRA, it also violates the unlawful prong of the UCL.

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

9 57. Defendant's violation of the UCL through its unlawful, unfair and fraudulent business 10 practices are ongoing and present a continuing threat that members of the public will be deceived into 11 purchasing products based on price comparisons between Defendant's false former Reference Prices and 12 Sale Prices. Defendant's false, arbitrary and inflated Reference Prices create phantom price markdowns 13 and lead to financial damage for consumers, like Plaintiffs and the proposed Classes.

14 58. Pursuant to the UCL, Plaintiffs are entitled to preliminary and permanent injunctive relief 15 ordering Defendants to cease this unfair competition, as well as disgorgement and restitution to Plaintiffs 16 and the Classes of all of Defendant's revenues associated with its unfair competition, or such portion of 17 those revenues as the Court may find equitable.

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California Business & Professions Code § 17500, et seq.
59. Plaintiffs repeat and re-allege the preceding paragraphs as if fully set forth herein.

SECOND CAUSE OF ACTION

Violation of the California False Advertising Law,

17500 provides that 21 60. Cal. Bus. & Prof. Code δ "[i]t is unlawful for any...corporation...with intent...to dispose of ... personal property... to induce the public to enter into any 22 obligation relating thereto, to make or disseminate or cause to be made or disseminated...from this state 23 before the public in any state, in any newspaper or other publication, or any advertising device, or by 24 25 public outcry or proclamation, or in any other manner or means whatever, including over the Internet, any statement...which is untrue or misleading, and which is known, or which by the exercise of 2627 reasonable care should be known, to be untrue or misleading..." [Emphasis added].

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61. The "intent" required by Cal. Bus. & Prof. Code § 17500 is the intent to dispose of

property, and not the intent to mislead the public in the disposition of such property.

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

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

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

16 65. As a direct and proximate result of Defendant's misleading and false advertisements, 17 Plaintiffs and Class members have suffered injury in fact and have lost money. As such, Plaintiffs 18 request that this Court order Defendant to restore this money to Plaintiffs and all Class members, and to 19 enjoin Defendant from continuing these unfair practices in violation of the UCL in the future. Otherwise, 20 Plaintiffs, Class members and the broader general public will be irreparably harmed and/or denied an 21 effective and complete remedy.

<u>THIRD CAUSE OF ACTION</u> Violation of the Consumers Legal Remedies Act ("CLRA"),

California Civil Code § 1750, et seq.

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

67. This cause of action is brought pursuant to the Consumers Legal Remedies Act (CLRA),
California Civil Code § 1750, et seq. Plaintiffs and each member of the proposed classes are
"consumers" as defined by California Civil Code § 1761(d). Defendant's sale of its Tormy Hilfiger

branded products at their outlet, factory, or company stores to Plaintiffs and the Class were "transactions"
within the meaning of California Civil Code § 1761(e). The products purchased by Plaintiffs and the
Class are "goods" within the meaning of California Civil Code § 1761(a).

68. Defendant violated and continues to violate the CLRA by engaging in the following
practices proscribed by California Civil Code § 1770(a) in transactions with Plaintiffs and the Class that
were intended to result in, and did result in, the sale of Tommy Hilfiger branded products:

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a. Advertising goods or services with intent not to sell them as advertised;

b. Making false or misleading statements of fact concerning reasons for, existence of, or amounts of price reductions.

10 69. Pursuant to § 1782(a) of the CLRA, on May 21, 2018, Plaintiffs' counsel notified 11 Defendant in writing by certified mail of the particular violations of § 1770 of the CLRA and demanded that it rectify the problems associated with the actions detailed above and give notice to all affected 12 consumers of Defendant's intent to act. If Defendant fails to respond to Plaintiffs' letter or agree to 13 rectify the problems associated with the actions detailed above and give notice to all affected consumers 14 15 within 30 days of the date of written notice, as proscribed by § 1782, Plaintiffs will move to amend their 16 Complaint to pursue claims for actual, punitive, and statutory damages, as appropriate against Defendant. 17 As to this cause of action, at this time, Plaintiffs seek only injunctive relief.

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III.

PRAYER FOR RELIEF

70. Wherefore, Plaintiffs, on behalf of themselves and all Class members, requests that this Court award relief against Defendant, as follows:

a. An order certifying the classes and designating SIOBHAN MORROW and MIGUEL OLMEDO as the Class Representatives and their counsel as Class Counsel;

b. Awarding Plaintiffs and the proposed Class members damages;

- c. Awarding restitution and disgorgement of all profits and unjust enrichment that Defendant's obtained from Plaintiffs and the Class members as a result of its unlawful, unfair and fraudulent business practices described herein;
 - d. Awarding declaratory and injunctive relief as permitted by law or equity,

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1				including: enjoining Defenda	nt from continuing the unlawful practices as set forth
2					ant to identify, with Court supervision, victims of
3					all money they are required to pay;
4);		e.		a corrective advertising campaign;
5			С. f.	Awarding attorneys' fees and	
6			г. g,		ef as the Court may deem necessary or appropriate.
7	VIII.	DFM	-	OR JURY TRIAL	or as the could may doen noocessary or appropriate.
8	¥ 111.	71.		iffs hereby demand a jury trial f	or all of the claims so triable
° 9		/1.	t tatut.	ins hereby domaine a jury that r	or an of the claims so thatle.
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11	Dated	• 1viay .	21, 2010	5	KILPELA & CARPENTER, LLP
12					971101 t
12					Todd D. Carpenter (CA 234464)
14					Brittany C. Ćasola (CA 306561) 1350 Columbia Street, Ste. 603
15					San Diego, California 92101 Telephone: (619) 762-1900
16					Facsimile: (619) 756-6991 tcarpenter@carlsonlynch.com
					bcasola@carlsonlynch.com
17					Edwin J. Kilpela (to be admitted <i>Pro Hac Vice</i>)
18				,	1133 Penn Avenue, 5th Floor Pittsburgh, Pennsylvania 15222
19					Telephone: (412) 322-9243 Facsimile: (412) 231-0246
20	-				ekilpela@carlsonlynch.com
21					Attorneys for Plaintiffs and
22					Proposed Class Counsel
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			<u> </u>		5 S ACTION COMPLAINT
				FIK51 AMENDED CLAS	DE AUTION CONFLAINT

Exhibit A



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Exhibit B

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1 2 3 4 5 6 7 8 9	CARLSON LYNCH SWEET KILPELA & CARPENTER, LLP Todd D. Carpenter (CA 234464) Brittany C. Casola (CA 306561) 1350 Columbia St., Ste. 603 San Diego, California 92101 Telephone: 619.762.1901 Facsimile: 619.756.6991 tcarpenter@carlsonlynch.com bcasola@carlsonlynch.com Edwin J. Kilpela (to be admitted <i>Pro Hac Vice</i>) 1133 Penn Avenue, 5th Floor Pittsburgh, PA 15222 Telephone: 412.322.9243 Facsimile: 412.231.0246 ekilpela@carlsonlynch.com	ELECTRONICALLY FILED Superior Court of California, County of San Diego 05/21/2018 at 11:19:00 AM Clerk of the Superior Court By Richard Day,Deputy Clerk
10 11	Attorneys for Plaintiffs and Proposed Class Counsel	
12	SUPERIOR COUR	F OF CALIFORNIA
13	COUNTY OF	SAN DIEGO
14		
15	MIGUEL OLMEDO and SIOBHAN MORROW, on behalf of themselves and all others similarly situated,	Case No: 37-2018-00019565-CU-MC-CTL
16 17	Plaintiffs,	DECLARATION IN SUPPORT OF JURISDICTION
18 19	PVH RETAIL STORES, LLC, a Delaware Limited Liability Company, and DOES 1-20,	
20	Defendant.	
21		
22	I, Todd D. Carpenter, declare under penalty of perju	ry the following:
23	1. I am an attorney duly licensed to prac	tice before all of the courts in the State of California.
24	I am a partner at Carlson Lynch Sweet Kilpela & Ca	rpenter, LLP, and the counsel of record for Plaintiffs
25	in the above-entitled action.	
26	2. Defendant PVH Retail Stores, LLC I	as done and is doing business in the County of San
27	Diego. Such business includes the marketing, distrib	outing, and sale of clothing at Tommy Hilfiger outlet,
28	factory, and company stores.	
	: .	
	DECLARATION IN SUP	PORT OF JURISDICTION

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1	3. Plaintiff Siobhan Morrow purchased her shirts from a Tommy Hilfiger outlet store in San
2	Ysidro, California, which is in the County of San Diego.
3	I declare under penalty of perjury under the laws of the State of California that the foregoing is
4	true and correct.
5	Executed this 21st day of May 2018 in San Diego, California.
6	Todd D. Carperte
7.	Todd D. Carpenter
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	DECLARATION IN SUPPORT OF JURISDICTION

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Attorney or Party without Attorney:					For Court Use Only		
Todd Carpenter, Esq., Bar #234464							
Carlson Lynch Sweet Kilpela & Carpente	r				6		
1350 Columbia Street, Suite 603							
San Diego, CA 92101							
Telephone No: 619-762-1910 FAX N	lo: 619-756-6991						
	ļ.	Ref. No. or	File No.:				
Attorney for: Plaintiff							
Insert name of Court, and Judicial District and Branch Court:							
San Diego County Superior Court							
Plaintiff: Miguel Olmedo, et al.							
Defendant: PVH Retail Stores, LLC, et al.							
PROOF OF SERVICE	Hearing Date:	Tin	ne:	Dept/Div:	Case Number:		
Summons & Complaint					37201800019565CUMCCTL		

1. At the time of service I was at least 18 years of age and not a party to this action.

2. I served copies of the Amended Summons; First Amended Class Action Complaint; Declaration in Support of Jurisdiction

3.	a. Party served:	PVH Retail Stores, LLC, a Delaware Limited Liability Company
	b. Person served:	Becky De George, Service of Process Intake Clerk, Caucasian, Female, 48-53 Yrs
		Old, Blonde Hair, 170 Lbs.
4.	Address where the party was served:	Corporation Service Company
		2710 Gateway Oaks Drive
		Suite 150N

5. I served the party:

a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive process for the party (1) on: Wed., Jun. 06, 2018 (2) at: 2:48PM

Sacramento, CA 95833

6. The "Notice to the Person Served" (on the Summons) was completed as follows: on behalf of: PVH Retail Stores, LLC, a Delaware Limited Liability Company Other: Limited Liability Company

7. Person Who Served Papers:

a. Robert J. Mason
b. Class Action Research & Litigation P O Box 740 Penryn, CA 95663
c. (916) 663-2562, FAX (916) 663-4955 Recoverable Cost Per CCP 1033.5(a)(4)(B)

- d. The Fee for Service was:
- e. I am: (3) registered California process server
 - (i) Independent Contractor
 - (ii) Registration No.: 03-007
 - (iii) County: Placer
 - (iv) Expiration Date: Fri, Nov. 08, 2019

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Fri, Jun. 08, 2018

PROOF OF SERVICE -Summons & Complaint