

LYNCH CARPENTER LLP
Todd D. Carpenter (CA 234464)
todd@lcllp.com
Scott G. Braden (CA 305051)
scott@lcllp.com
1350 Columbia Street, Ste. 603
San Diego, California 92101
Telephone: 619.762.1910
Facsimile: 619.756.6991

*Attorneys for Plaintiff and
Proposed Class Counsel*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MARIA PANALIGAN, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

RETAIL ECOMMERCE
VENTURES LLC, a Delaware Limited
Liability Company, and DOES 1- 50,
inclusive,

Defendants.

Case No. 2:22-cv-3364

CLASS ACTION COMPLAINT

Violations of:

- 1. California’s Unfair Competition Laws (“UCL”), CAL. BUS. & PROF. CODE §§ 17200, et seq.;**
- 2. California’s False Advertising Laws (“FAL”), CAL. BUS. & PROF. CODE §§ 17500, et seq.;**
- 3. California Consumer Legal Remedies Act (“CLRA”), CAL. CIV. CODE §§ 1750, et seq.**

DEMAND FOR JURY TRIAL

1 Plaintiff Maria Panaligan (“Plaintiff”) brings this action on behalf of herself and all
2 others similarly situated against Defendant Retail Ecommerce Ventures LLC (“Defendant”
3 or “REV”), and states:

4 **I. NATURE OF THE ACTION**

5 1. Discounts of products benefit both sellers and their customers—when they are
6 legitimate. To the detriment of consumers, as stated by the Ninth Circuit, sellers are “well
7 aware of consumers’ susceptibility to a bargain, [and] therefore have an incentive to lie to
8 their customers.” *Hinojos v. Kohl’s Corp.*, 718 F.3d 1098, 1101 (9th Cir. 2013). Products
9 perceived by consumers as discounted are thus not always actual bargains, and consumers’
10 perceptions can stem directly from sellers’ deceptions. This class action seeks monetary
11 damages, restitution, declaratory and injunctive relief from Defendant arising from its own
12 deceptive business practice of advertising fictitious “original” prices and corresponding
13 phantom discounts on its e-commerce website, pier1.com, where it sells home furnishings,
14 décor, and other related items.

15 2. False reference pricing occurs when a seller fabricates a false “original” price
16 for a product and then offers that product at a substantially lower price under the guise of a
17 sale. The resulting artificial price disparity misleads consumers into believing the product
18 they are buying has a higher market value, and it induces them into purchasing the product.
19 This practice artificially inflates the true market price for these products by raising
20 consumers’ internal reference price and in turn the value consumers ascribe to these
21 products (i.e., demand). Consequently, false reference pricing schemes enable retailers, like
22 Defendant, to sell products above their true market price and value—and consumers are left
23 to pay the price.

24 3. The following example of a hypothetical DVD seller, which is parallel to
25 Defendant’s deceptive business practice, illustrates the illegal false reference pricing
26 scheme and its attendant harm to consumers. A seller knows it can sell a particular DVD at
27 \$5.00, which represents both the market price and the price at which the seller could
28 regularly offer the DVD and make a profit. Instead, however, the seller creates an inflated

1 “original” price for the DVD of \$100.00 and advertises the DVD as “on sale” at **90% off**
2 rendering the “**sale**” **price** of the DVD \$10.00. When a consumer purchases the DVD, he
3 presumes he got a “good deal” on a DVD previously sold—i.e., valued by others in the
4 market—at an “original” price of \$100.00. The consumer’s presumption and purchase stem
5 directly from the seller’s purposeful deception. For example, if the seller tried to sell that
6 same DVD for \$10.00 **without** referencing a false original price of \$100.00, and the
7 attendant 90% off discount, that seller would not be able to sell any DVDs at \$10.00 because
8 the true, original market price of the DVD is \$5.00. In contrast, by presenting consumers
9 with a false “original” price of \$100.00, consumers will purchase the DVD at \$10.00; the
10 seller thus has fabricated an increase in demand for the DVD through the **perceived value**
11 of both the DVD itself and the substantial discount of \$90.00. Consumers’ increased
12 willingness and demand to pay \$10.00 for the DVD will in turn impact the overall market
13 price of the DVD. Therefore, the seller can create a false market price for the DVD at \$10.00
14 by advertising a false “original” price and a corresponding phantom discount of 90% off.
15 Plaintiff’s case seeks to remedy this deception, its attendant harm to consumers, and that
16 disparity—the impact on the increase in market price through Defendant’s application of an
17 illegal discounting scheme.

18 4. It is well-established that false reference pricing violates state and federal law.
19 Even so, sellers, including REV, continue to use the tactic because they know they will be
20 able to increase sales and profits by tricking consumers into making purchasing decisions
21 based on the advertised reference prices. The information available to consumers varies for
22 different types of products; nonetheless, consumers frequently lack full information about
23 products and as a result often use information from sellers to make purchase decisions.

24 5. Through its false and misleading marketing, advertising, and pricing scheme
25 alleged herein, REV violated, and continues to violate, California and Federal law, which
26 prohibit the advertisement of goods for sale discounted from false former prices. California
27 and Federal law also prohibit the dissemination of misleading statements about the existence
28 and amount of price reductions. Specifically, Defendant violated and continues to violate:

1 a. California’s Unfair Competition Law (“UCL”), CAL. BUS. & PROF.
2 CODE §§ 17200, *et seq.*;

3 b. California’s False Advertising Law (“FAL”), CAL. BUS. & PROF. CODE
4 §§ 17500, *et seq.*; and

5 c. California Consumer Legal Remedies Act (“CLRA”), CAL. CIV. CODE
6 §§ 1750, *et seq.*;

7 6. Plaintiff brings this action on behalf of herself and other similarly situated
8 consumers who have purchased one or more products through pier1.com that were
9 deceptively represented as discounted from a false reference price. Plaintiff seeks to halt the
10 dissemination of this false, misleading, and deceptive pricing scheme, to correct the false
11 and misleading perception it has created in the minds of consumers, and to obtain redress
12 for those who have purchased products tainted by this deceptive pricing scheme. Plaintiff
13 also seeks to enjoin Defendant from using false and misleading misrepresentations
14 regarding former price comparisons in its labeling, marketing, and advertising permanently.
15 Furthermore, Plaintiff seeks to obtain actual, statutory, and punitive damages, restitution,
16 injunctive relief, reasonable costs and attorneys’ fees, and other appropriate relief in the
17 amount by which Defendant was unjustly enriched as a result of its sales offered at a false
18 discount.

19 **II. JURISDICTION AND VENUE**

20 7. This Court has original jurisdiction of this action pursuant to the Class Action
21 Fairness Act, 28 U.S.C. § 1332(d)(2). The matter in controversy, exclusive of interest and
22 costs, exceeds the sum or value of \$5,000,000 and at least some members of the proposed
23 Class (defined below) have a different citizenship from Defendant.

24 8. The Central District of California has personal jurisdiction over Defendant and
25 is the proper venue for this action pursuant to 28 U.S.C. § 1391(b)(1) in which the Plaintiff
26 Maria Panaligan resides and was injured in this district wherein a substantial part of the
27 events or omissions giving rise to her claims occurred. Further, Defendant is a corporation
28 or other business entity which does conduct business in the State of California. Defendant

1 conducts substantial business in this district and has sufficient minimum contacts in
2 California, and/or otherwise intentionally avails itself to the California market through the
3 operation of its e-commerce website within the State of California.

4 III. GENERAL ALLEGATIONS

5 A. Retailers Benefit from False Reference Pricing Schemes.

6 9. REV engages in a false and misleading reference price scheme in the
7 marketing and selling of its products on its e-commerce website.

8 10. Sellers substantially benefit from employing false reference pricing schemes
9 and experience increased sales because consumers use advertised reference prices to make
10 purchase decisions. The information available to consumers can vary significantly amongst
11 different types of products.¹ Nonetheless, consumers frequently lack fundamental
12 information about a product and as a result often rely on information from sellers to make
13 purchase decisions, especially when a product's value or quality is otherwise difficult to
14 discern.²

15 11. Consumers incorporate Defendant's deceptive advertised reference prices into
16 decision processes for a few reasons. First, a product's "price is also used as an indicator of
17 product quality."³ In other words, consumers view Defendant's deceptive advertised
18

19 ¹ Even within a product, consumers may have imperfect information on the individual
20 attributes. Economists describe "search goods" as those whose attributes "can be
21 ascertained in the search process prior to purchase" (e.g., style of a shirt), "experience
22 goods" as those whose attributes "can be discovered only after purchase as the product is
23 used" (e.g., longevity of a shirt), and "credence goods" as those whose attributes "cannot
24 be evaluated in normal use" (e.g., whether the shirt's cotton was produced using organic
25 farming methods). Darby, Michael R., and Edi Karni. "Free Competition and the Optimal
26 Amount of Fraud." *The Journal of Law and Economics* 16 no. 1 (1973): 67-88, pp. 68-69.

27 ² "Not only do consumers lack full information about the prices of goods, but their
28 information is probably even poorer about the quality variation of products simply because
the latter information is more difficult to obtain". Nelson, Phillip. "Information and
Consumer Behavior." *Journal of Political Economy* 78, no. 2 (1970): 311-329, pp. 311-
312. See also David Adam Friedman, *Reconsidering Fictitious Pricing*, 100 Minn. L. Rev.
921, 935 (2016).

³ Grewal, Dhruv, and Larry D. Compeau. "Comparative price advertising: Informative or
deceptive?" *Journal of Public Policy & Marketing* (1992): 52-62, p. 54. Also see Thaler,
Richard. "Mental Accounting and Consumer Choice." *Marketing Science* 4, no. 3 (1985):
199-214, p. 212. ("The [reference price] will be more successful as a reference price the less
often the good is purchased. The [reference price] is most likely to serve as a proxy for

1 reference prices as a proxy for product quality. Second, reference prices “appeal[] to
 2 consumers’ desire for bargains or deals.”⁴ Academic researchers note how consumers
 3 “sometimes expend more time and energy to get a discount than seems reasonable given the
 4 financial gain involved,” and “often derive more satisfaction from finding a sale price than
 5 might be expected on the basis of the amount of money they actually save.”⁵ Under this
 6 concept, coined “transaction utility” by Noble Prize-winning economist Richard Thaler,
 7 consumers place some value on the psychological experience of obtaining a product at a
 8 perceived bargain.⁶

9 12. Research in marketing and economics has long recognized that consumer
 10 demand can be influenced by “internal” and “external” reference prices.⁷ Internal reference
 11 prices are “prices stored in memory” (*e.g.*, a consumer’s price expectations adapted from
 12 past experience) while external reference prices are “provided by observed stimuli in the
 13 purchase environment” (*e.g.*, a “suggested retail price,” or other comparative sale price).⁸
 14 Researchers report that consumer’s internal reference prices adjust toward external
 15 reference prices when valuing a product.⁹ For products purchased infrequently, external

16 _____
 17 quality when the consumer has trouble determining quality in other ways (such as by
 inspection”).

18 ⁴ Grewal, Dhruv, and Larry D. Compeau. “Comparative price advertising: Informative or
 deceptive?” *Journal of Public Policy & Marketing* (1992): 52-62, p. 52.

19 ⁵ Darke, Peter and Darren Dahl. “Fairness and Discounts: The Subjective Value of a
 Bargain.” *Journal of Consumer Psychology* 13, no 3 (2003): 328-338, p. 328.

20 ⁶ “To incorporate ... the psychology of buying into the model, two kinds of utility are
 21 postulated: *acquisition utility* and *transaction utility*. The former depends on the value of
 22 the good received compared to the outlay, the latter depends solely on the perceived merits
 of the ‘deal’”. Thaler, Richard. “Mental Accounting and Consumer Choice.” *Marketing
 Science* 4, no. 3 (1985): 199-214, p. 205.

23 ⁷ Empirical results “suggest that internal reference prices are a significant factor in purchase
 24 decisions. The results also add empirical evidence that external reference prices
 significantly enter the brand-choice decision.” Mayhew, Glenn E. and Russell S. Winer.
 25 “An Empirical Analysis of Internal and External Reference Prices using Scanner Data.”
Journal of Consumer Research 19, no. 1 (1992): 62-70, p. 68.

26 ⁸ Mayhew, Glenn E. and Russell S. Winer. “An Empirical Analysis of Internal and External
 Reference Prices using Scanner Data.” *Journal of Consumer Research* 19, no. 1 (1992): 62-
 27 70, p. 62.

28 ⁹ “Buyers’ internal reference prices adapt to the stimuli prices presented in the
 advertisement. That is, buyers either adjust their internal reference price or accept the
 advertised reference price to make judgments about the product’s value and the value of the
 deal.” Grewal, Dhruv, Kent B. Monroe, and Ramayya Krishnan. “The Effects of Price-

1 reference prices can be particularly influential because these consumers have little or no
2 prior internal reference.¹⁰ In other words, “[t]he deceptive potential of such advertised
3 reference prices are likely to be considerably higher for buyers with less experience or
4 knowledge of the product and product category.”¹¹ Academic literature further reports that
5 “there is ample evidence that consumers use reference prices in making brand choices”¹²
6 and publications have summarized the empirical data as follows:

7 Inflated reference prices can have multiple effects on consumers. They can
8 increase consumers’ value perceptions (transaction value and acquisition
9 value), reduce their search intentions for lower prices, increase their purchase
10 intentions, and reduce their purchase intentions for competing products ...
11 Inflated and/or false advertised reference prices enhance consumers’ internal
12 reference price estimates and, ultimately, increase their perceptions of value
13 and likelihood to purchase[.]¹³

14 13. Sellers, including Defendant, understand consumers are vulnerable to
15 perceived bargains. Thus, Defendant has a substantial financial interest in exploiting
16 consumers’ well-known behavioral tendencies by inducing consumers into believing they
17 are receiving a bargain—even when they are not. The phenomena of people
18 disproportionately relying on an initial piece of information when making a decision, known
19

20
21
22 Comparison Advertising on Buyers’ Perceptions of Acquisition Value, Transaction Value,
and Behavioral Intentions.” *The Journal of Marketing* 62 (1998): 46-59, p. 48.

23 ¹⁰ As Thaler notes, “the [suggested retail price] will be more successful as a reference price
24 the less often the good is purchased.” Thaler, Richard. “Mental Accounting and Consumer
Choice.” *Marketing Science* 4, no. 3 (1985): 199-214, p. 212.

25 ¹¹ Grewal, Dhruv, and Larry D. Compeau. “Pricing and public policy: A research agenda
26 and an overview of the special issue.” *Journal of Public Policy & Marketing* 18, no. 1
(1999): 3-10, p. 7.

27 ¹² Kalyanaram, Gurusurthy, and Russell S. Winer. “Empirical Generalizations from
Reference Price Research.” *Marketing Science* 14, no. 3 (1995): G161-G169, p. G161.

28 ¹³ Grewal, Dhruv, and Larry D. Compeau. “Pricing and public policy: A research agenda
and an overview of the special issue.” *Journal of Public Policy & Marketing* 18, no. 1
(1999): 3-10, p. 7.

1 as “anchoring,”¹⁴ is especially relevant in this context.¹⁵ Reference prices are often the *first*,
 2 if not the *only*, insight into a product besides the sale price itself. Thus, consumers use the
 3 reference price as a baseline upon which to perceive a product’s value.

4 **B. California and Federal Pricing Regulations Prohibit False “Original
 5 price” references and Out-Dated “Original price” references.**

6 14. Under California law, a seller may only discount an item from its own *original*
 7 *price* for up to 90 days; or in the alternative, a seller may offer a discount from the original
 8 price of an item being offered by a competitor, within the relevant market, for up to 90 days.
 9 In either scenario, a seller can only offer a “sale” from an original price for 90 days. At that
 10 point, on day 91, the seller has two options: the product must either return to its full original
 11 price, or the seller may continue to sell the product at the discounted price, as long as it
 12 discloses to the consumer the date on which the product was last offered for sale at its
 13 alleged former price. See BUS. & PROF. CODE § 17501. Under California law, a seller
 14 cannot use an old, outdated, “original price” as the basis for a sale or discount, unless it
 15 discloses to the consumer the date on which the prior original price was offered in the
 16 market. *Id.*

17 15. Additionally, laws in the State of California expressly prohibit making false or
 18 misleading statements of fact “concerning reasons for, existence of, or amounts of price
 19 reductions.” See CAL. CIV. CODE § 1770(a)(13).

20 16. Additionally, under the FTCA, when a seller offers a discount from its own,
 21 former *original price*, the original price is required to have been a price at which the seller
 22 held that item out for sale on a regular basis, for a commercially reasonable period of time.
 23 See 16 C.F.R. § 233.1(a) and (b).

24
 25
 26
 27 ¹⁴ See Program on Negotiation, *Anchoring Effect*, HARV. L. SCH., <http://www.pon.harvard.edu/tag/anchoring-effect> (“[T]he anchoring effect, [is] the tendency for the first offer to
 28 “anchor” the bargaining that follows in its direction, even if the offer recipient thinks the offer is out of line.”).

¹⁵ Friedman, *supra* note 2, at 933.

1 **C. Defendant’s Fraudulent Price Discounting Scheme Violates California**
2 **State Law and Federal Regulations.**

3 17. Defendant engages in a false and misleading reference price scheme in the
4 marketing and selling of the products offered on its e-commerce website. Defendant
5 advertises home furnishings, décor, and other related items for sale by listing them with a
6 fictitious original price and a corresponding sale price. The original price communicates
7 “the product’s worth and the prestige that ownership of the product conveys.” *Hinojos*, 718
8 F.3d at 1106 (citing Dhruv Grewal & Larry D. Compeau, *Comparative Price Advertising:*
9 *Informative or Deceptive?*, 11 J. PUB. POL’Y & MKTG. 52, 55 (Spring 1992) (“By creating
10 an impression of savings, the presence of a higher reference price enhances subjects’
11 perceived value and willingness to buy the product.”). “Misinformation about a product’s
12 ‘normal’ price is . . . significant to many consumers in the same way as a false product label
13 would be.” *Hinojos*, 718 F.3d at 1106.

14 18. Defendant consistently advertises its products on its e-commerce website
15 alongside an “original” price and the corresponding sale price. The reference price is
16 crossed out and substantial discount is offered on the sale price. *See* Exhibit A. Defendant
17 advertises a seemingly original price, in truth a false reference price, with a “strikethrough.”
18 The false reference price operates as a baseline consumers rely on to assess a product’s
19 value. Moreover, it is shown alongside the original price to communicate to consumers that
20 Defendant is selling a product at a substantial discount, even though the product is not in
21 fact discounted. The sale price displayed directly next to the false reference price conveys
22 the “deep discount” at which Defendant presently offers a product, ostensibly for a limited
23 time.

24 19. However, the products sold on Defendant’s e-commerce website are never sold
25 at the price displayed with a strikethrough—the price consumers are led to presume is the
26 full original price. The “deep discount” of products communicated to consumers viewing
27 Defendant’s e-commerce website constitutes a misrepresentation by Defendant. The
28 “original” price merely serves as a false reference price Defendant uses as part of a larger

1 scheme to deceptively manufacture false discounts to incentivize consumers to make
2 purchases.

3 20. To reiterate, the products sold on pier1.com show the original price with a
4 strikethrough alongside the corresponding sale price immediately next to a picture of the
5 product. For example, as seen in Exhibit A, a “Gold Bar Cart,” Defendant lists the false
6 reference price of “\$596.92” with a strikethrough, which suggests to customers that
7 Defendant previously offered its products at the strikethrough price of 596.92. Attached
8 hereto as Exhibit A are numerous snapshots from pier1.com acquired through the Wayback
9 Machine—a well-regarded archive of internet webpages as they existed at a singular point
10 in time—depicting the false reference pricing scheme.

11 21. Defendant’s purposeful practice operates by deceiving consumers into
12 (1) making purchases they otherwise would not have made and (2) paying substantially
13 more for products they believed are heavily discounted and thus worth more than their
14 actual value. The only plausible explanation for Defendant’s above illustrated practice is to
15 drive sales, artificially inflate the perceived value of its products, and, as a result, artificially
16 inflate the price at which consumers are willing to buy its products. Defendant has, and
17 without intervention will continue to, increase sales by creating the illusion of short-lived
18 bargains through purporting to offer products on sale from false original prices.

19 22. Defendant’s perpetual listings of its products as discounted on its e-commerce
20 website constitute false, fraudulent, and deceptive advertising because the advertised
21 reference prices it displays list substantially higher prices than those ever offered by
22 Defendant. The reference prices only serve to deceive consumers; they function as
23 benchmark prices from which the false discount and corresponding “sale” price are derived.
24 Defendant’s scheme tricks consumers into justifiably believing they are getting a significant
25 deal when in reality consumers are paying the usual retail price for products.

26 23. In sum, the false reference prices, the strikethrough of said prices, and the sale
27 prices all displayed next to each other on product listing pages on Defendant’s e-commerce
28 website are all part of Defendant’s purposeful, deceptive scheme. The products sold through

1 Defendant's e-commerce website are never offered for sale, nor sold, at the advertised false
2 reference price. Defendant advertises false reference prices with a purpose to induce
3 consumers into believing its products were once sold at said price. The strikethrough of the
4 false reference prices next to products creates a false sense of urgency in consumers.
5 Defendant intends for consumers to be misled that Defendant will sell its products at the
6 advertised, higher reference price "again" if they do not purchase its products soon; and
7 consumers are misled. Consumers believe they are receiving a substantial bargain when
8 they purchase products on Defendant's e-commerce website at the "discounted" sale price.
9 However, Defendant did not actually sell products on its e-commerce website at the
10 advertised reference prices within 90 days of discounting them. In fact, Defendant never
11 offered or sold products at their advertised false reference price, and consumers thus never
12 received a true bargain. All while fully aware of its deception, Defendant has achieved, and
13 might continue to achieve, its ultimate, continuing purpose of driving sales with sham
14 markdowns.

15 24. Nowhere on Defendant's e-commerce website does Defendant disclose that
16 the reference or "original" prices displayed are not: former prices; or recent, within 90 days,
17 regularly offered former prices; or prices at which identical products are sold elsewhere in
18 the market. The omission of these disclosures, coupled with Defendant's use of fictitious
19 advertised reference prices, renders Defendant's pricing scheme inherently misleading.

20 25. Moreover, the advertised discounts were fictitious because the reference prices
21 did not represent a *bona fide* price at which Defendant previously sold or offered to sell the
22 products, on a regular basis, for a commercially reasonable period of time, as required by
23 the Federal Trade Commission ("FTC"). In addition, the represented advertised reference
24 prices were not the prevailing market retail price within the three months (90 days)
25 immediately preceding the publication of the advertised former reference price, as required
26 by California law.

27 26. Thus, Defendant's scheme intends to, and does, provide misinformation to the
28 customer. This misinformation communicates to consumers, including Plaintiff, that the

1 products sold on Defendant’s e-commerce website have greater value than the advertised
2 discounted price.

3 27. The reference prices listed and advertised on products sold through
4 Defendant’s e-commerce website are false or severely outdated reference prices, utilized
5 only to perpetuate Defendant’s false discount scheme.

6 28. Defendant knows that its reference price advertising is false, deceptive,
7 misleading, and unlawful under state and federal law.

8 29. Defendant fraudulently concealed from, and intentionally failed to disclose to,
9 Plaintiff and other members of the Class the truth about its advertised discount prices and
10 former reference prices.

11 30. At all relevant times, Defendant has been under a duty to Plaintiff and the Class
12 to disclose the truth about its false discounts.

13 **D. Investigation**

14 31. Products sold on REV’s website are priced uniformly. In other words, the
15 products sold by Defendant bear a substantially discounted sale price that appears next to
16 the “crossed out” or “strikethrough” original price. Plaintiff’s counsel’s investigation
17 confirmed that all of the merchandise purchased by Plaintiff was priced with a false
18 reference price and a corresponding discounted price for at least the 90-day period
19 immediately preceding Plaintiff’s purchase in violation of California law. The merchandise
20 purchased by Plaintiff was not, and is not, offered for sale in any other market.

21 32. Plaintiff’s counsel conducted a thorough investigation of Defendant’s website.
22 Plaintiff’s counsel deployed a sophisticated software program to track each item offered for
23 sale on the pier1.com website. Plaintiff’s counsel tracked the pricing of certain merchandise
24 offered for sale through pier1.com various periods from 2020 through the present. A sample
25 of the items tracked are attached as Exhibit A. For the duration of the tracking period, each
26 product remained significantly discounted from its reference price. The investigation
27 indicated the false reference pricing scheme was uniform across Defendant’s e-commerce
28 website.

1 33. Plaintiff's counsel also researched Defendant's e-commerce website through
 2 the Wayback Machine. The website snapshots recorded by the Wayback Machine are
 3 consistent with Plaintiff's counsel's investigation. As a result, Plaintiff's counsel's
 4 investigation has tracked nearly every item on Defendant's website from 2020 through the
 5 present.

6 34. The false reference price and corresponding discount price scheme were both
 7 uniform and identical on almost all products sold through Defendant's e-commerce website.
 8 The only change was the requisite "discount" on certain products.

9 35. Thus, the fraudulent price scheme applies to all products offered for sale
 10 through Defendant's e-commerce website, including the product purchased by Plaintiff.

11 IV. PARTIES

12 Plaintiff

13 36. Plaintiff Maria Panaligan resides in Arcadia, California. Plaintiff, in reliance
 14 on Defendant's false and deceptive advertising, marketing and discounting pricing schemes,
 15 purchased the following item online from Arcadia, California on August 4, 2021:

16 Item:	17 Quantity:	18 False Reference Price:	19 Sale Price Paid by Plaintiff:
20 Florentine Blue and White 21 Garden Planter Set 12" x 12"	22 1	23 \$142.90	24 \$114.95

25 37. Plaintiff examined the above-listed product on Defendant's website before
 26 deciding to purchase the aforementioned item after reviewing the item's advertised sale
 27 price. The item Plaintiff purchased was advertised as having an original price, which had a
 28 strikethrough over it on the website. Defendant advertised the item as having a sale price at
 a discount for the item.

38. After observing the original price of the item and the accompanying the sale
 price, Plaintiff believed she was receiving a significant discount on the product she had
 chosen. Because she was interested in the product and felt that the discounted price would
 likely not last, and that she was getting a significant bargain on the product, she proceeded
 to finish checking out and purchased it.

1 39. However, this product was never offered for sale at the original price listed on
2 Defendant's e-commerce website and certainly not within the 90 days preceding Plaintiff's
3 purchase. Neither Plaintiff's receipt nor any other language on the website observed or
4 relied upon by Plaintiff indicated that the product was not offered previously at the
5 advertised reference price.

6 40. Plaintiff reasonably relied upon Defendant's artificially inflated reference
7 prices and false discounts when purchasing products from Defendant's e-commerce
8 website. Plaintiff would not have made such purchase but for Defendant's representations
9 regarding the substantial discount being offered for the product. Plaintiff would like to
10 continue buying from Defendant's e-commerce website in the future but cannot be certain
11 of the veracity of Defendant's advertised bargains.

12 41. Plaintiff and the Class reasonably and justifiably acted and relied on the
13 substantial price differences that Defendant advertised, and they made purchases believing
14 they were receiving a substantial discount on a product of greater value than the value it had
15 in actuality. Plaintiff, like other Class members, was lured in, relied on, and was damaged
16 by the deceptive pricing scheme Defendant carried out.

17 42. Plaintiff was damaged in her purchase because Defendant's false reference
18 price discounting scheme inflated the true market value of item she purchased. Plaintiff is
19 susceptible to this reoccurring harm because she cannot be certain that Defendant has
20 corrected this deceptive pricing scheme and she desires to shop at Defendant's e-commerce
21 website in the future. However, she currently cannot trust that Defendant will accurately
22 price its products truthfully and in a non-misleading fashion in compliance with applicable
23 law. Plaintiff does not have the resources on her own to determine whether Defendant is
24 complying with State and Federal law with respect to its pricing practices.

25 43. Additionally, because of the wide selection of items available on Defendant's
26 website, and due to the likelihood that Defendant may yet develop and market additional
27 falsely priced items for sale online, Plaintiff may again, though by mistake, purchase a
28 falsely discounted item from Defendant under the impression that the advertised reference

1 price represented a *bona fide* former price at which the item was previously offered for sale
2 by Defendant. Indeed, Plaintiff desires to continue purchasing items from pier1.com in the
3 future. Moreover, Class members will continue to purchase products from pier1.com while
4 reasonably but incorrectly believing that their advertised reference prices represent *bona*
5 *fide* former prices at which they were previously offered for sale by Defendant.

6 44. Absent an equitable injunction enjoining Defendant from continuing in the
7 unlawful course of conduct alleged herein, Plaintiff, Class members and the public will be
8 irreparably harmed and denied an effective and complete remedy because they face a real
9 and tangible threat of future harm emanating from Defendant's ongoing conduct that cannot
10 be remedied with monetary damages. Accordingly, Plaintiff, Class members, and the
11 general public lack an adequate remedy at law and an injunction is the only form of relief
12 which will guarantee Plaintiff and other consumers the appropriate assurances.

13 45. Moreover, Plaintiff lacks an adequate remedy at law with respect to her claim
14 for equitable restitution because she has not yet retained an expert to determine whether an
15 award of damages can or will adequately remedy her monetary losses caused by Defendant.
16 Particularly, as legal damages focus on remedying the loss to the plaintiff and equitable
17 restitution focuses wholly distinctly on restoring monies wrongly acquired by the defendant,
18 legal damages are inadequate to remedy Plaintiff's loss because Plaintiff does not know at
19 this juncture, and is certainly not required to set forth evidence, whether a model for legal
20 damages (as opposed to equitable restitution) will be viable or will adequately compensate
21 Plaintiff's losses.

22 46. Finally, Plaintiff's case is substantially predicated on Defendant's violation of
23 CAL BUS. & PROF. CODE § 17501, an equitable claim, as Plaintiff's counsel's investigation
24 revolved around ensuring that Defendant did not sell products at the indicated reference
25 price within the 90 days preceding Plaintiff's purchase and, likewise, that Defendant failed
26 to disclose to consumers the date on which products was last offered at its advertised
27 reference price. This claim and test of liability go to the heart of Plaintiff's case and the
28 same test is not available under a CLRA legal claim for damages. Thus, Plaintiff does *not*

1 have an adequate remedy at law because the CLRA does not provide the same metric of
2 liability as CAL BUS. & PROF. CODE § 17501, which is integral not only to Plaintiff's prayer
3 for restitution, but also to Plaintiff's very theory of liability at trial.

4 **Defendant**

5 47. Defendant is incorporated in Delaware with its principal executive offices in
6 Miami Beach, Florida. Plaintiff is informed and believes that Defendant operates the
7 pier1.com website, and advertises, markets, distributes, and/or sells home furnishings,
8 décor, and other products in California and throughout the United States.

9 48. Plaintiff does not know the true names or capacities of the persons or entities
10 sued herein as Does 1-50, inclusive, and therefore sue such defendants by such fictitious
11 names. Plaintiff is informed and believes, and upon such information and belief alleges, that
12 each of the Doe defendants are in some manner legally responsible for the damages suffered
13 by Plaintiff and the Class members as alleged herein. Plaintiff will amend this Complaint
14 to set forth the true names and capacities of these defendants when they have been
15 ascertained, along with appropriate charging allegations, as may be necessary.

16 **V. CLASS ALLEGATIONS**

17 49. Plaintiff brings this action on behalf of herself and all other similarly situated
18 Class members pursuant to Rule 23(a), (b)(2) and (b)(3) of the Federal Rules of Civil
19 Procedure and seeks certification of the following Class against Defendant:

20 All persons, within the State of California, who, within the applicable statutory
21 period (the "Class Period"), purchased from REV's e-commerce website
22 pier1.com one or more products at discounts from an advertised reference price
23 and who have not received a refund or credit for their purchase(s).

24 Excluded from the Class are Defendant, as well as its officers, employees, agents or
25 affiliates, parent companies and/or subsidiaries, and each of their respective officers,
26 employees, agents or affiliates, and any judge who presides over this action. Plaintiff
27 reserves the right to expand, limit, modify, or amend this Class definition, including the
28 addition of one or more subclasses, in connection with her motion for class certification, or

1 at any other time, based upon, *inter alia*, changing circumstances and/or new facts obtained
2 during discovery.

3 50. **Numerosity:** Members of the Class are so numerous that joinder of all
4 members is impracticable. Plaintiff is informed and believes that the proposed Class
5 contains at least thousands of individuals who have been damaged by Defendant's conduct
6 as alleged herein. The precise number of Class members is unknown to Plaintiff at this time,
7 but Plaintiff expects it can readily be established through Defendant's records.

8 51. **Existence and Predominance of Common Questions of Law and Fact:** This
9 action involves common questions of law and fact, which predominate over any questions
10 affecting individual Class members. These common legal and factual questions include, but
11 are not limited to, the following:

12 a. whether, during the Class Period, Defendant used advertised false
13 reference prices on products sold through its e-commerce website;

14 b. whether, during the Class Period, the original price advertised by
15 Defendant was the prevailing market price for the products in question during the
16 three months period preceding the dissemination and/or publication of the advertised
17 former prices;

18 c. whether Defendant's alleged conduct constitutes violations of the laws
19 asserted;

20 d. whether Defendant engaged in unfair, unlawful and/or fraudulent
21 business practices under the laws asserted;

22 e. whether Defendant engaged in false or misleading advertising;

23 f. whether Plaintiff and Class members are entitled to damages and/or
24 restitution and the proper measure of that loss;

25 g. whether an injunction is necessary to prevent Defendant from
26 continuing to use false, misleading or illegal price comparison; and

27 h. whether Plaintiff and the Class are entitled to an award of reasonable
28 attorneys' fees, interest, and costs of suit.

1 52. **Typicality:** Plaintiff's claims are typical of the claims of the Class members
2 because, *inter alia*, all Class members have been deceived (or were likely to be deceived)
3 by Defendant's false and deceptive price advertising scheme, as alleged herein. Plaintiff is
4 advancing the same claims and legal theories on behalf of herself and all Class members.

5 53. **Adequacy:** Plaintiff will fairly and adequately protect the interests of the
6 members of the Class. Plaintiff has retained counsel experienced in complex consumer class
7 action litigation, and Plaintiff intends to prosecute this action vigorously. Plaintiff has no
8 antagonistic or adverse interest to those of the Class.

9 54. **Superiority:** The nature of this action and the nature of laws available to
10 Plaintiff and the Class make the use of the class action format a particularly efficient and
11 appropriate procedure to afford relief to her and the Class for the wrongs alleged. The
12 damages or other financial detriment suffered by individual Class members is relatively
13 modest compared to the burden and expense that would be entailed by individual litigation
14 of their claims against Defendant. It would thus be virtually impossible for Plaintiff and
15 Class members, on an individual basis, to obtain effective redress for the wrongs done to
16 them. Absent the class action, Class members and the general public would not likely
17 recover, or would not likely have the chance to recover, damages, restitution, or injunctive
18 relief, and Defendant will be permitted to retain the proceeds of its fraudulent and deceptive
19 misdeeds.

20 55. All Class members, including Plaintiff, were exposed to one or more of
21 Defendant's misrepresentations or omissions of material fact in advertising false reference
22 prices. Due to the scope and extent of Defendant's consistent false sale prices, advertising
23 scheme, disseminated in a constant years-long campaign to consumers, it can be reasonably
24 inferred that such misrepresentations or omissions of material fact were uniformly made to
25 all members of the Class. In addition, it can be reasonably presumed that all members of
26 the Class, including Plaintiff, affirmatively acted in response to the representations
27 contained in Defendant's false advertising scheme when purchasing products sold through
28 Defendant's e-commerce website.

1 56. *Ascertainability*: Defendant keeps extensive records of its customers through
2 its online sales data, as well as through, *inter alia*, general marketing programs. Defendant
3 has one or more databases through which all, or a significant majority of, Class members
4 may be identified and ascertained, and it maintains contact information, including email and
5 home address, through which notice of this action could be disseminated in accordance with
6 due process requirements

7 **VI. CAUSES OF ACTION**

8 **FIRST CAUSE OF ACTION**

9 **Violation of California’s Unfair Competition Law (“UCL”)**
10 **CAL. BUS. & PROF. CODE §§ 17200, *et seq.***

11 57. Plaintiff repeats and re-alleges the allegations contained in every preceding
12 paragraph as if fully set forth herein.

13 58. Plaintiff brings this claim individually and on behalf of the members of the
14 proposed Class against Defendant Dress Barn for violations of the UCL, CAL. BUS. & PROF.
15 CODE §§ 17200, *et seq.*

16 59. The UCL defines “unfair business competition” to include any “unlawful,
17 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading”
18 advertising. CAL. BUS. PROF. CODE § 17200.

19 60. The UCL imposes strict liability. Plaintiff need not prove that Defendant
20 intentionally or negligently engaged in unlawful, unfair, or fraudulent business practices—
21 but only that such practices occurred.

22 **“Unfair” Prong**

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

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

1 represented false reference prices and corresponding deeply discounted phantom “sale”
2 prices. Defendant’s acts and practices offended an established public policy of transparency
3 in pricing, and constituted immoral, unethical, oppressive, and unscrupulous activities that
4 are substantially injurious to consumers.

5 63. The harm to Plaintiff and Class members outweighs the utility of Defendant’s
6 practices because Defendant’s practice of advertising false discounts provides no utility and
7 only harms consumers. There were reasonably available alternatives to further Defendant’s
8 legitimate business interests other than the misleading and deceptive conduct described
9 herein.

10 ***“Fraudulent” Prong***

11 64. A business act or practice is “fraudulent” under the UCL if it is likely to
12 deceive members of the consuming public.

13 65. Defendant’s acts and practices alleged above constitute fraudulent business
14 acts or practices as it has deceived Plaintiff and is highly likely to deceive members of the
15 consuming public. Plaintiff relied on Defendant’s fraudulent and deceptive representations
16 regarding its false or outdated “original prices” for products sold by Defendant through its
17 e-commerce website. These misrepresentations played a substantial role in Plaintiff’s
18 decision to purchase the product at a purportedly steep discount, and Plaintiff would not
19 have purchased the product without Defendant’s misrepresentations.

20 ***“Unlawful” Prong***

21 66. A business act or practice is “unlawful” under the UCL if it violates any other
22 law or regulation.

23 67. Defendant’s act and practices alleged above constitute unlawful business acts
24 or practices as it has violated state and federal law in connection with its deceptive pricing
25 scheme. The FTCA prohibits “unfair or deceptive acts or practices in or affecting
26 commerce” (15 U.S.C. § 45(a)(1)) and prohibits the dissemination of any false
27 advertisements. 15 U.S.C. § 52(a). Under the FTC, false former pricing schemes, like
28 Defendant’s, are described as deceptive practices that would violate the FTCA:

1 (a) One of the most commonly used forms of bargain advertising is to offer a
2 reduction from the advertiser's own former price for an article. If the former
3 priced is the actual, bona fide price at which the article was offered to the
4 public on a regular basis for a reasonably substantial period of time, it provides
5 a legitimate basis for the advertising of a price comparison. Where the former
6 price is genuine, the bargain being advertised is a true one. If, on the other
7 hand, the former price being advertised is not bona fide but fictitious – *for*
8 *example, where an artificial, inflated price was established for the purpose*
9 *of enabling the subsequent offer of a large reduction – the “bargain” being*
10 *advertised is a false one*; the purchaser is not receiving the unusual value he
11 expects. In such a case, the “reduced” price is, in reality, probably just the
12 seller's regular price.

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

20 16 C.F.R. § 233.1(a) and (b) (emphasis added).

21 68. In addition to federal law, California law also expressly prohibits false former
22 pricing schemes. The FAL, CAL. BUS. & PROF. CODE § 17501, entitled “*Worth or value;*
23 *statements as to former price,*” states:

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

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

6 CAL. BUS. & PROF. CODE § 17501 (emphasis added).

7 69. As detailed in Plaintiff's Third Cause of Action below, the CLRA, CAL. CIV.
8 CODE § 1770(a)(9), prohibits a business from "[a]dvertising goods or services with intent
9 not to sell them as advertised," and subsection (a)(13) prohibits a business from "[m]aking
10 false or misleading statements of fact concerning reasons for, existence of, or amounts of
11 price reductions."

12 70. As detailed herein, the acts and practices alleged were intended to or did result
13 in violations of the FTCA, the FAL, and the CLRA.

14 71. Defendant's practices, as set forth above, misled Plaintiff, the proposed Class,
15 and the public in the past and will continue to mislead in the future. Consequently,
16 Defendant's practices constitute an unlawful, fraudulent, and unfair business practice within
17 the meaning of the UCL.

18 72. Defendant's violations of the UCL, through its unlawful, unfair, and fraudulent
19 business practices, are ongoing and present a continuing threat that Class members and the
20 public will be deceived into purchasing products based on price comparisons of arbitrary
21 and inflated "reference" prices and substantially discounted "sale" prices. These false
22 comparisons created phantom markdowns and lead to financial damage for consumers like
23 Plaintiff and the class.

24 73. Pursuant to the UCL, Plaintiff is entitled to preliminary and permanent
25 injunctive relief enjoining Defendant from further engagement in this unfair competition,
26 as well as disgorgement and restitution to Plaintiff and the Class of all Defendant's revenues
27 wrongfully obtained from them as a result of Defendant's unfair competition, or such
28 portion of those revenues as the Court may find equitable.

1 **SECOND CAUSE OF ACTION**

2 **Violation of California’s False Advertising Law (“FAL”)**
3 **CAL. BUS. & PROF. CODE §§ 17500, *et seq.***

4 74. Plaintiff repeats and re-alleges the allegations contained in every preceding
5 paragraph as if fully set forth herein.

6 75. Plaintiff brings this claim individually and on behalf of the members of the
7 proposed Class against Defendant for violations of the FAL, CAL. BUS. & PROF. CODE
8 §§ 17500, *et seq.*

9 76. CAL. BUS. & PROF. CODE § 17500 provides:

10 It is unlawful for any . . . corporation . . . with intent directly or indirectly to
11 dispose of . . . personal property or to perform services, professional or
12 otherwise, or anything of any nature whatsoever or to induce the public to enter
13 into any obligation relating thereto, to make or disseminate or cause to be made
14 or disseminated . . . from this state before the public in any state, in any
15 newspaper or other publication, or any advertising device, or by public outcry
16 or proclamation, or in any other manner or means whatever, including over the
17 Internet, any statement, concerning that . . . personal property or those services
18 . . . which is untrue or misleading, and which is known, or which by the exercise
19 of reasonable care should be known, to be untrue or misleading . . .

20 (Emphasis added).

21 77. The “intent” required by section 17500 is the intent to make or disseminate
22 personal property (or cause such personal property to be made or disseminated), and not the
23 intent to mislead the public in the making or dissemination of such property.

24 78. Similarly, this section provides, “no price shall be advertised as a former price
25 of any advertised thing, unless the alleged former price was the prevailing market price ...
26 within three months next immediately preceding the publication of the advertisement or
27 unless the date when the alleged former price did prevail is clearly, exactly, and
28 conspicuously stated in the advertisement.” CAL BUS. & PROF. CODE § 17501.

1 79. Defendant's routine practice of advertising discounted prices from false
2 reference prices, which were never the prevailing market prices of those products and were
3 materially greater than the true prevailing prices (i.e., Defendant's actual sale price),
4 constitutes an unfair, untrue, and misleading practice. Defendant's deceptive marketing
5 practice gave consumers the false impression that the products on Defendant's e-commerce
6 website were regularly sold on the market for a substantially higher price than the price for
7 which they were sold in actuality. Moreover, Defendant's deceptive marketing practice
8 misled consumers by creating a false impression that the products sold through its e-
9 commerce website were worth more than their actual worth.

10 80. Defendant misled consumers by making untrue and misleading statements and
11 failing to disclose what is required as stated in the Code alleged above.

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

19 82. Plaintiff and Class members request that this Court order Defendant to restore
20 this money to Plaintiff and Class members, and to enjoin Defendant from continuing these
21 unfair practices in violation of the FAL in the future. Otherwise, Plaintiff, Class members,
22 and the broader general public, will be irreparably harmed and/or denied an effective and
23 complete remedy.

24 **THIRD CAUSE OF ACTION**

25 **Violation of California's Consumers Legal Remedies Act ("CLRA"),**
26 **CAL. CIV. CODE § 1750, et seq.**

27 83. Plaintiff repeats and re-alleges the allegations contained in every preceding
28 paragraph as if fully set forth herein.

1 84. Plaintiff brings this claim individually and on behalf of the members of the
2 proposed Class against Defendant for violations of the CLRA, CAL. CIV. CODE § 1750, *et*
3 *seq.*

4 85. This cause of action is brought pursuant to the CLRA, CAL. CIV. CODE § 1750,
5 *et seq.* Plaintiff and each member of the proposed Class are “consumers” as defined by
6 CAL. CIV. CODE § 1761(d). Defendant’s sale of products through its e-commerce website,
7 pier1.com, were “transactions” within the meaning of CAL. CIV. CODE § 1761(e). The
8 products purchased by Plaintiff and the Class are “goods” or “services” within the meaning
9 of CAL. CIV. CODE §§ 1761(a) - (b).

10 86. Defendant violated and continues to violate the CLRA by engaging in
11 the following practices proscribed by CAL. CIV. CODE § 1770(a) in transactions with
12 Plaintiff and the Class which were intended to result in, and did result in, the sale of
13 products sold through its website:

- 14 a. advertising goods or services with intent not to sell them as advertised;
15 § 1770(a)(9); and
16 b. making false or misleading statements of fact concerning reasons for,
17 existence of, or amounts of price reductions; § 1770(a)(13).

18 87. On May 18, 2022, Plaintiff through counsel, sent a CLRA demand letter to
19 Defendant that provided notice of Defendant’s violation of the CLRA and demanded
20 Defendant correct, repair, replace, or otherwise rectify the unlawful, unfair, false, and
21 deceptive practices complained of herein. The letter also stated that if Defendant refused to
22 do so, Plaintiff would file a complaint seeking damages in accordance with the CLRA. If
23 Defendant does not respond to Plaintiff’s letter or agree to rectify the problems associated
24 with the actions detailed above and give notice to all affected consumers within 30 days of
25 the date of written notice pursuant to § 1782, Plaintiff will amend her complaint to seek
26 actual, punitive, and statutory damages, as appropriate against Defendant.

27 88. Filed concurrently herewith is a declaration of venue pursuant to CAL. CIV.
28 CODE §1780(d).

1 **VII. PRAYER FOR RELIEF**

2 Wherefore, Plaintiff, on behalf of herself and all other members of the Class, requests
3 that this Court award relief against Defendant as follows:

- 4 a. an order certifying the Class and designating Plaintiff as the Class
5 Representative and her counsel as Class Counsel;
- 6 b. awarding restitution and disgorgement of all profits and unjust
7 enrichment that Defendant obtained from Plaintiff and the Class members as a result
8 of its unlawful, unfair, and fraudulent business practices described herein;
- 9 c. awarding Plaintiff and members of the Class actual, statutory, and
10 punitive damages;
- 11 d. awarding declaratory and injunctive relief as permitted by law or equity,
12 including: enjoining Defendant from continuing the unlawful practices as set forth
13 herein, and directing Defendant to identify, with Court supervision, victims of its
14 misconduct and pay them all money they are required to pay;
- 15 e. order Defendant to engage in a corrective advertising campaign;
- 16 f. awarding attorneys' fees and costs; and
- 17 g. for such other and further relief as the Court may deem necessary or
18 appropriate.

19 **VIII. DEMAND FOR JURY TRIAL**

20 Plaintiff hereby demands a jury trial for all of the claims so triable.

21 Dated: May 18, 2022

LYNCH CARPENTER, LLP

22 By: /s/ Todd D. Carpenter

Todd D. Carpenter (CA 234464)
todd@lcllp.com

23 Scott G. Braden (CA 305051)
24 scott@lcllp.com

25 1350 Columbia Street, Ste. 603
26 San Diego, California 92101
Telephone: (619) 762-1910
Facsimile: (619) 756-6991

27 *Attorneys for Plaintiff and*
28 *Proposed Class Counsel*

EXHIBIT A

[“Gold Bar Cart”]

March 17, 2022

Price

- \$200 - \$300
- \$300 - \$400
- \$400 - \$500
- \$500 - \$600
- \$600 - \$700
- \$700 - \$800
- \$800 - \$900
- See more

Rating

- 5 Stars
- 4 Stars & Up
- 1 Stars & Up

Color

- Black
- Blue
- Brown
- Gold
- Gray

Item Name	Original Price	Current Price	Discount	Rating
Modern Double Glass Door with 2 Drawers Hutch	\$1,050.00	\$700.00	\$350.00 (33%)	★★★★ (1)
Transitional Fretwork 4 Door with 3 Drawers Sideboard	\$1,334.51	\$889.67	\$444.84 (33%)	★★★★ (11)
Gold Bar Cart	\$596.92	\$397.95	\$198.97 (33%)	★★★★ (3)
Industrial Farmhouse 2 Tiers with 3 Doors Window Pane Buffet Table	\$748.00	\$498.67	\$249.33 (33%)	★★★★ (4)

March 09, 2022

Internet Archive Wayback Machine

Not secure | web.archive.org/web/20220309224343/https://www.pier1.com/collections/buffets-bar-carts

18 captures | 28 Nov 2021 - 17 Mar 2022

Price

- \$200 - \$300
- \$300 - \$400
- \$400 - \$500
- \$500 - \$600
- \$600 - \$700
- \$700 - \$800
- \$800 - \$900
- See more

Rating

- 5 Stars
- 4 Stars & Up
- 1 Stars & Up

Color

- Black
- Blue
- Brown
- Gold

Item Name	Original Price	Current Price	Discount	Rating
Modern Double Glass Door with 2 Drawers Hutch	\$1,050.00	\$700.00	\$350.00 (33%)	★★★★ (1)
Transitional Fretwork 4 Door with 3 Drawers Sideboard	\$1,334.51	\$889.67	\$444.84 (33%)	★★★★ (11)
Gold Bar Cart	\$596.92	\$397.95	\$198.97 (33%)	★★★★ (3)
Industrial Farmhouse 2 Tiers with 3 Doors Window Pane Buffet Table	\$748.00	\$498.67	\$249.33 (33%)	★★★★ (4)

March 07, 2022

Internet Archive Wayback Machine 18 captures 29 Nov 2021 - 17 Mar 2022

Not secure web.archive.org/web/20220307080611/https://www.pier1.com/collections/buffets-bar-carts

Go FEB 07 2022

Price filters: \$300 - \$400, \$400 - \$500, \$500 - \$600, \$600 - \$700, \$700 - \$800, \$800 - \$900, See more

Rating filters: 5 Stars, 4 Stars & Up, 1 Stars & Up

Color filters: Black, Blue, Brown, Gold

Product 1: Modern Double Glass Door with 2 Drawers Hutch. Price: \$700.00. Save: \$420.00. Code: R4Y2SN.

Product 2: Transitional Fretwork 4 Door with 3 Drawers Sideboard. Price: \$889.67. Save: \$533.81. Code: R4Y2SN.

Product 3: Gold Bar Cart. Price: \$397.95. Save: \$238.77. Code: R4Y2SN.

Product 4: Industrial Farmhouse 2 Tiers with 3 Doors Window Pane Buffet Table. Price: \$498.67. Save: \$299.20. Code: R4Y2SN.

February 23, 2022

Internet Archive Wayback Machine 18 captures 29 Nov 2021 - 17 Mar 2022

Not secure web.archive.org/web/20220223201459/https://www.pier1.com/collections/buffets-bar-carts

Go JAN FEB 23 2022

Price filters: \$300 - \$400, \$400 - \$500, \$500 - \$600, \$600 - \$700, \$700 - \$800, \$800 - \$900, See more

Rating filters: 5 Stars, 4 Stars & Up, 1 Stars & Up

Color filters: Black, Blue, Brown, Gold, Gray

Product 1: Modern Double Glass Door with 2 Drawers Hutch. Price: \$700.00. Save: \$490.00. Code: ARFFR.

Product 2: Transitional Fretwork 4 Door with 3 Drawers Sideboard. Price: \$889.67. Save: \$622.77. Code: ARFFR. Rating: 5 stars (11).

Product 3: Gold Bar Cart. Price: \$397.95. Save: \$278.56. Code: ARFFB. Rating: 5 stars (3).

Product 4: Industrial Farmhouse 2 Tiers with 3 Doors Window Pane Buffet Table. Price: \$498.67. Save: \$349.06. Code: ARFFB. Rating: 5 stars (4).

February 16, 2022

Internet Archive Wayback Machine 18 captures 29 Nov 2021 - 17 Mar 2022

Not secure web.archive.org/web/20220216194738/https://www.pier1.com/collections/buffets-bar-carts

Go JAN FEB 16 2022

Price filters: \$200 - \$300, \$300 - \$400, \$400 - \$500, \$500 - \$600, \$600 - \$700, \$700 - \$800, \$800 - \$900, See more

Rating filters: 5 Stars, 4 Stars & Up, 1 Stars & Up

Color filters: Black, Blue, Brown, Gold

Product 1: Modern Double Glass Door with 2 Drawers Hutch. Price: \$700.00. Save: \$400.00. Code: ARFFR.

Product 2: Transitional Fretwork 4 Door with 3 Drawers Sideboard. Price: \$889.67. Save: \$534.51. Code: ARFFR.

Product 3: Gold Bar Cart. Price: \$397.95. Save: \$596.92. Code: ARFFB.

Product 4: Industrial Farmhouse 2 Tiers with 3 Doors Window Pane Buffet Table. Price: \$498.67. Save: \$748.00. Code: ARFFB.

February 08, 2022

February 01, 2022

January 24, 2022

January 22, 2022

Price

- \$200 - \$300
- \$300 - \$400
- \$400 - \$500
- \$500 - \$600
- \$600 - \$700
- \$700 - \$800
- \$800 - \$900
- See more

Rating

- 5 Stars
- 4 Stars & Up
- 1 Stars & Up

Color

- Black
- Blue

Product Name	Original Price	Current Price	Savings
Modern Double Glass Door with 2 Drawers Hutch	\$1,050.00	\$700.00	\$350.00
Transitional Fretwork 4 Door with 3 Drawers Sideboard	\$1,334.51	\$889.67	\$444.84
Gold Bar Cart	\$596.92	\$397.95	\$198.97
Industrial Farmhouse 2 Tiers with 3 Doors Window Pane Buffet Table	\$748.00	\$498.67	\$249.33

January 04, 2022

Price

- Up To \$100.00
- \$100.00 - \$200.00
- \$200.00 - \$300.00
- \$300.00 - \$400.00
- \$400.00 - \$500.00
- \$500.00 And Up

Color

- Black
- Blue
- Brown
- Gold
- Gray
- Green
- Natural
- See more

Product Name	Original Price	Current Price	Savings
Gold Bar Cart	\$816.11	\$397.99	\$418.12
Eva Wood and Metal Mobile Bar Cart	\$460.00	\$223.99	\$236.01
Industrial Farmhouse 2 Tiers with 3 Doors Window Pane Buffet Table	\$748.00	\$482.38	\$265.62
Farmhouse 3 Tiers with 2 Drawers Buffet Table	\$1,227.78	\$482.38	\$745.40

December 13, 2022

Price

- \$300.00 - \$400.00
- \$400.00 - \$500.00
- \$500.00 And Up

Color

- Black
- Blue
- Brown
- Gold
- Gray
- Green
- Natural
- See more

Product Name	Original Price	Current Price	Savings
Transitional Fretwork 4 Door with 3 Drawers Sideboard	\$1,299.99	\$899.99	\$400.00
Gold Bar Cart	\$816.11	\$397.99	\$418.12
Eva Bar Cart	\$460.00	\$223.99	\$236.01
Farmhouse 3 Tier with 2 Drawers Buffet Table	\$1,227.78	\$597.99	\$629.79

Other products

[*“Bookshelves & Bookcases”*]

March 17, 2022

The screenshot shows a web browser window with the URL <https://www.pier1.com/collections/bookshelves-bookcases>. The page displays a grid of four bookshelf products. On the left, there are filters for Price (ranging from \$10-\$20 to \$70-\$80), Rating (4 Stars & Up), and Color (Black, Blue, Brown, Gold, Gray). The products are:

- Industrial Farmhouse X Back Bookcase:** Price \$344.95 (was \$517.42), Save \$241.46, 5 stars (7 reviews).
- Industrial Farmhouse X Back Solid Wood Ladder Bookcase:** Price From \$226.67 (was \$340.00), Save \$158.66, 5 stars (22 reviews).
- Urban Industrial X Back Pipe Bookcase:** Price \$319.22 (was \$478.83), Save \$223.45, 5 stars (13 reviews).
- Swanley Etagere:** Price \$294.95 (was \$442.43), Save \$206.47, 5 stars (5 reviews). Code: \$235.96 WHEN YOU USE CODE ESS60RM.

March 09, 2022

The screenshot shows a Wayback Machine capture of the Pier 1 website from March 09, 2022. The URL is <https://www.pier1.com/collections/bookshelves-bookcases>. The layout is identical to the March 17, 2022 version, but with different prices and savings:

- Industrial Farmhouse X Back Bookcase:** Price \$344.95 (was \$517.42), Save \$241.46, 5 stars (7 reviews).
- Industrial Farmhouse X Back Solid Wood Ladder Bookcase:** Price From \$226.67 (was \$340.00), Save \$158.66, 5 stars (22 reviews).
- Urban Industrial X Back Pipe Bookcase:** Price \$319.22 (was \$478.83), Save \$223.45, 5 stars (13 reviews).
- Swanley Etagere:** Price \$294.95 (was \$442.43), Save \$206.47, 5 stars (5 reviews). Code: \$235.96 WHEN YOU USE CODE 99CL25L.

March 07, 2022

Internet Archive Wayback Machine | https://www.pier1.com/collections/bookshelves-bookcases | 30 Jun 2021 - 17 Mar 2022

Price filters: \$40 - \$50, \$50 - \$60, \$60 - \$70, \$70 - \$80, See more

Rating: 5 Stars, 4 Stars & Up

Color: Black, Blue, Brown, Gold, Gray, Ivory

Product Name	Original Price	Current Price	Savings	Rating
Industrial Farmhouse X Back Bookcase	\$344.95	\$137.98	SAVE \$206.97	★★★★★ (7)
Industrial Farmhouse X Back Solid Wood Ladder Bookcase	\$340.00	\$204.00	SAVE \$136.00	★★★★★ (22)
Urban Industrial X Back Pipe Bookcase	\$478.83	\$287.30	SAVE \$191.53	★★★★★ (13)
Swanley Etagere	\$442.43	\$265.45	SAVE \$176.98	★★★★★ (5)

February 23, 2022

Internet Archive Wayback Machine | https://www.pier1.com/collections/bookshelves-bookcases | 30 Jun 2021 - 17 Mar 2022

Price filters: \$30 - \$40, \$40 - \$50, \$50 - \$60, \$60 - \$70, \$70 - \$80, See more

Rating: 5 Stars, 4 Stars & Up

Color: Black, Blue, Brown, Gold, Gray

Product Name	Original Price	Current Price	Savings	Rating
Industrial Farmhouse X Back Bookcase	\$344.95	\$103.49	SAVE \$241.46	★★★★★ (7)
Industrial Farmhouse X Back Solid Wood Ladder Bookcase	\$340.00	\$181.34	SAVE \$158.66	★★★★★ (22)
Urban Industrial X Back Pipe Bookcase	\$478.83	\$255.38	SAVE \$223.45	★★★★★ (13)
Swanley Etagere	\$442.43	\$235.96	SAVE \$206.47	★★★★★ (5)

February 01, 2022

Internet Archive Wayback Machine | https://www.pier1.com/collections/bookshelves-bookcases | 30 Jun 2021 - 17 Mar 2022

Price filters: \$40 - \$50, \$50 - \$60, \$60 - \$70, \$70 - \$80, See more

Rating: 5 Stars, 4 Stars & Up

Color: Black, Blue, Brown, Gold

Product Name	Original Price	Current Price	Indicator	Rating
Industrial Farmhouse X Back Bookcase	\$344.95	\$137.98	+1	★★★★★ (7)
Industrial Farmhouse X Back Solid Wood Ladder Bookcase	\$340.00	\$204.00	+2	★★★★★ (22)
Urban Industrial X Back Pipe Bookcase	\$478.83	\$287.30	+1	★★★★★ (13)
Swanley Etagere	\$442.43	\$294.95		★★★★★ (5)

[“Cocktail & Beer Glasses”]

March 17, 2022

Internet Archive Wayback Machine | https://www.pier1.com/collections/cocktail-beer-glasses | 99 captures | 27 Aug 2020 - 17 Mar 2022

Not secure | web.archive.org/web/20220317025206/https://www.pier1.com/collections/cocktail-beer-... | Not syncing

Navigation: FEB 2021, **MAR 17 2022**, APR 2023

- \$60 - \$70
- \$70 - \$80
- \$80 - \$90
- \$90 - \$100
- See more

Rating

- 5 Stars
- 4 Stars & Up

Color

- Black
- Blue
- Brown
- Clear
- Gold
- Gold

Product Name	Image	Save Amount	Current Price	Original Price	Rating
Novica Sapphire Blue Blown Glass Martini Set of 6 Glasses		SAVE \$79.80	\$113.99	\$170.99	★★★★★ (3)
Spiegelau Willsberger Set of 4 Martini Glasses		SAVE \$47.28	\$94.57	\$141.85	★★★★★ (1)
Pinky Up Charlie Glass Iced Tea Carafe		SAVE \$30.63	\$43.76	\$65.64	
Novica Lime Freeze Juice Set of 6 Glasses		SAVE \$46.89	\$66.99	\$100.48	★★★★★ (2)

March 09, 2022

Internet Archive Wayback Machine | https://www.pier1.com/collections/cocktail-beer-glasses | 99 captures | 27 Aug 2020 - 17 Mar 2022

Not secure | web.archive.org/web/20220309232027/https://www.pier1.com/collections/cocktail-beer-... | Not syncing

Navigation: FEB 2021, **MAR 09 2022**, APR 2023

- \$40 - \$50
- \$50 - \$60
- \$60 - \$70
- \$70 - \$80
- \$80 - \$90
- \$90 - \$100
- See more

Rating

- 5 Stars
- 4 Stars & Up

Color

- Black
- Blue
- Brown
- Clear
- ...

Product Name	Image	Save Amount	Current Price	Original Price	Rating
Novica Sapphire Blue Blown Glass Martini Set of 6 Glasses		SAVE \$79.80	\$113.99	\$170.99	
Spiegelau Willsberger Set of 4 Martini Glasses		SAVE \$47.28	\$94.57	\$141.85	
Pinky Up Charlie Glass Iced Tea Carafe		SAVE \$30.63	\$43.76	\$65.64	
Novica Lime Freeze Juice Set of 6 Glasses		SAVE \$46.89	\$66.99	\$100.48	

February 23, 2022

Internet Archive Wayback Machine | Not secure | web.archive.org/web/20220223202851/https://www.pier1.com/collections/cocktail-beer-glasses

99 captures | 27 Aug 2020 - 17 Mar 2022

Go | JAN | FEB 23 | MAR | 2021 | 2022 | 2023 | About this capture





- \$50 - \$60
- \$60 - \$70
- \$70 - \$80
- \$80 - \$90
- \$90 - \$100
- See more

Rating

- 5 Stars
- 4 Stars & Up

Color

- Black
- Blue
- Brown
- Clear
- Gold
- Golde

<p>SAVE \$79.80</p>  <p>Novica Sapphire Blue Blown Glass Martini Set of 6 Glasses</p> <p>★★★★★ (3)</p> <p>\$113.99 \$170.99</p>	<p>SAVE \$47.28</p>  <p>Spiegelau Willsberger Set of 4 Martini Glasses</p> <p>★★★★★ (1)</p> <p>\$94.57 \$141.85</p>	<p>SAVE \$30.63</p>  <p>Pinky Up Charlie Glass Iced Tea Carafe</p> <p>\$43.76 \$65.64</p> <p>\$35.01 WHEN YOU USE CODE ABFEB</p>	<p>SAVE \$46.89</p>  <p>Novica Lime Freeze Juice Set of 6 Glasses</p> <p>★★★★★ (2)</p> <p>\$66.99 \$100.48</p> <p>\$53.59 WHEN YOU USE CODE</p>
--	--	---	---

February 08, 2022

Internet Archive Wayback Machine | Not secure | web.archive.org/web/20220208210026/https://www.pier1.com/collections/cocktail-beer-glasses

99 captures | 27 Aug 2020 - 17 Mar 2022

Go | JAN | FEB 08 | MAR | 2021 | 2022 | 2023 | About this capture





- \$50 - \$60
- \$60 - \$70
- \$70 - \$80
- \$80 - \$90
- \$90 - \$100
- See more

Rating

- 5 Stars
- 4 Stars & Up

Color

- Black
- Blue
- Brown
- Clear
- Gold
- Golde

<p>SAVE \$79.80</p>  <p>Novica Sapphire Blue Blown Glass Martini Set of 6 Glasses</p> <p>★★★★★ (3)</p> <p>\$113.99 \$170.99</p>	<p>SAVE \$47.28</p>  <p>Spiegelau Willsberger Set of 4 Martini Glasses</p> <p>★★★★★ (1)</p> <p>\$94.57 \$141.85</p>	<p>SAVE \$30.63</p>  <p>Pinky Up Charlie Glass Iced Tea Carafe</p> <p>\$43.76 \$65.64</p> <p>\$35.01 WHEN YOU USE CODE AE2A57MC</p>	<p>SAVE \$46.89</p>  <p>Novica Lime Freeze Juice Set of 6 Glasses</p> <p>★★★★★ (2)</p> <p>\$66.99 \$100.48</p> <p>\$53.59 WHEN YOU USE CODE</p>
--	--	--	---

January 12, 2022

Internet Archive Wayback Machine | https://www.pier1.com/collections/cocktail-beer-glasses | 99 captures | 27 Aug 2020 - 17 Mar 2022 | NOV 2020 | **JAN 12 2022** | FEB 2023 | About this capture

Price: \$30 - \$40 \$40 - \$50 \$50 - \$60 \$60 - \$70 \$70 - \$80 \$80 - \$90 \$90 - \$100 [See more](#)

Rating: 5 Stars 4 Stars & Up

Color: Black Blue Brown

<p>Novica Sapphire Blue Blown Glass Martini Set of 6 Glasses</p> <p>SAVE \$57.00</p> <p>\$170.99 \$113.99</p>	<p>Spiegelau Willsberger Set of 4 Martini Glasses</p> <p>SAVE \$47.28</p> <p>\$141.85 \$94.57</p>	<p>Pinky Up Charlie Glass Iced Tea Carafe</p> <p>SAVE \$21.88</p> <p>\$65.64 \$43.76</p> <p>\$35.00 WHEN YOU USE CODE</p>	<p>Novica Lime Freeze Juice Set of 6 Glasses</p> <p>SAVE \$33.49</p> <p>\$100.48 \$66.99</p> <p>\$53.60 WHEN YOU USE CODE</p>
--	--	--	--

December 20, 2021

Internet Archive Wayback Machine | https://www.pier1.com/collections/cocktail-beer-glasses | 99 captures | 27 Aug 2020 - 17 Mar 2022 | NOV 2020 | **DEC 20 2021** | JAN 2022 | About this capture

Price: \$30 - \$40 \$40 - \$50 \$50 - \$60 \$60 - \$70 \$70 - \$80 \$80 - \$90 \$90 - \$100 [See more](#)

Rating: 5 Stars 4 Stars & Up

Color: Black Blue Brown

<p>Novica Sapphire Blue Blown Glass Martini Set of 6 Glasses</p> <p>SAVE \$57.00</p> <p>\$170.99 \$113.99</p>	<p>Spiegelau Willsberger Set of 4 Martini Glasses</p> <p>SAVE \$47.28</p> <p>\$141.85 \$94.57</p>	<p>Pinky Up Charlie Glass Iced Tea Carafe</p> <p>SAVE \$21.88</p> <p>\$65.64 \$43.76</p>	<p>Novica Lime Freeze Juice Set of 6 Glasses</p> <p>SAVE \$33.49</p> <p>\$100.48 \$66.99</p>
--	--	---	---

["Serving Bowls & Platters"]

March 22, 2022

A screenshot of a web browser displaying the Pier 1 website. The address bar shows the URL: https://www.pier1.com/collections/platters-serving-bowls. The page features a grid of four product listings. On the left, there are filter options for price range (\$30-\$40 to \$70-\$80), rating (5 Stars), and color (Black, Blue, Brown, Clear, Copper, Gold). Each product listing includes an image, a 'SAVE' badge, the product name, a star rating with the number of reviews, and the current price with the original price crossed out.

Product Name	Current Price	Original Price	Savings	Rating
Pier 1 Party Cats Serving Platter	\$17.97	\$26.95	\$12.57	★★★★★ (26)
Balsam & Berries Oval Platter	\$32.95	\$49.42	\$23.06	★★★★★ (3)
Thankful Platter	\$62.99	\$94.48	\$31.49	
Nature glass serving set	\$81.99	\$122.98	\$40.99	

March 17, 2022

A screenshot of the Wayback Machine website, showing a historical capture of the Pier 1 website from March 17, 2022. The address bar shows the URL: https://www.pier1.com/collections/platters-serving-bowls. The page content is identical to the March 22, 2022 screenshot, including the filter options and the four product listings. The Wayback Machine interface is visible at the top, showing the date and time of the capture.

Product Name	Current Price	Original Price	Savings	Rating
Pier 1 Party Cats Serving Platter	\$17.97	\$26.95	\$12.57	★★★★★ (26)
Balsam & Berries Oval Platter	\$32.95	\$49.42	\$23.06	★★★★★ (3)
Thankful Platter	\$62.99	\$94.48	\$31.49	
Nature glass serving set	\$81.99	\$122.98	\$40.99	

March 09, 2022

Internet Archive Wayback Machine | 97 captures | 27 Aug 2020 - 17 Mar 2022

Not secure | web.archive.org/web/20220309231910/https://www.pier1.com/collections/platters-servin... | Go | FEB 09 | APR | 2021 2022 2023 | About this capture

Price filters: \$40 - \$50, \$50 - \$60, \$60 - \$70, \$70 - \$80, See more

Rating: 5 Stars

Color: Black, Blue, Brown, Clear, Copper

Product Name	Save Amount	Current Price	Original Price
Pier 1 Party Cats Serving Platter	SAVE \$12.57	\$17.97	\$26.95
Balsam & Berries Oval Platter	SAVE \$23.06	\$32.95	\$49.42
Thankful Platter	SAVE \$31.49	\$62.99	\$94.48
Nature glass serving set	SAVE \$40.99	\$81.99	\$122.98

March 02, 2022

Internet Archive Wayback Machine | 97 captures | 27 Aug 2020 - 17 Mar 2022

Not secure | web.archive.org/web/20220302212053/https://www.pier1.com/collections/platters-servin... | Go | FEB 02 | APR | 2021 2022 2023 | About this capture

Price filters: \$30 - \$40, \$40 - \$50, \$50 - \$60, \$60 - \$70, \$70 - \$80, See more

Rating: 5 Stars

Color: Black, Blue, Brown, Clear, Copper

Product Name	Save Amount	Current Price	Original Price
Pier 1 Party Cats Serving Platter	SAVE \$12.57	\$17.97	\$26.95
Balsam & Berries Oval Platter	SAVE \$23.06	\$32.95	\$49.42
Thankful Platter	SAVE \$31.49	\$62.99	\$94.48
Nature glass serving set	SAVE \$40.99	\$81.99	\$122.98

February 23, 2022

Internet Archive Wayback Machine
97 captures
27 Aug 2020 - 17 Mar 2022

Not secure | web.archive.org/web/20220223202819/https://www.pier1.com/collections/platters-servin... | Not syncing

Go | JAN FEB MAR | 23 | 2021 2022 2023 | About this capture

- \$30 - \$40
- \$40 - \$50
- \$50 - \$60
- \$60 - \$70
- \$70 - \$80
- See more

Rating

- 5 Stars

Color

- Black
- Blue
- Brown
- Clear
- Copper
- Gold

SAVE \$12.57

Pier 1 Party Cats Serving Platter

★★★★★ (26)

\$17.97 \$26.95

SAVE \$23.06

Balsam & Berries Oval Platter

★★★★★ (3)

\$32.95 \$49.42

SAVE \$31.49

Thankful Platter

\$62.99 \$94.48

SAVE \$40.99

Nature glass serving set

\$81.99 \$122.98

February 16, 2022

Internet Archive Wayback Machine
97 captures
27 Aug 2020 - 17 Mar 2022

Not secure | web.archive.org/web/20220216200055/https://www.pier1.com/collections/platters-servin... | Not syncing

Go | JAN FEB MAR | 16 | 2021 2022 2023 | About this capture

- \$30 - \$40
- \$40 - \$50
- \$50 - \$60
- \$60 - \$70
- \$70 - \$80
- See more

Rating

- 5 Stars

Color

- Black
- Blue
- Brown
- Clear
- Copper

Pier 1 Party Cats Serving Platter

★★★★★ (26)

\$17.97 \$26.95

Balsam & Berries Oval Platter

★★★★★ (3)

\$32.95 \$49.42

Thankful Platter

\$62.99 \$94.48

Nature glass serving set

\$81.99 \$122.98

February 08, 2022

Internet Archive Wayback Machine | https://www.pier1.com/collections/platters-serving-bowls | 97 captures | 27 Aug 2020 - 17 Mar 2022 | Not syncing

Price Range: \$30 - \$40, \$40 - \$50, \$50 - \$60, \$60 - \$70, \$70 - \$80, See more

Rating: 5 Stars

Color: Black, Blue, Brown, Clear, Copper, Gold

Item Name	Save Amount	Current Price	Original Price	Rating
Pier 1 Party Cats Serving Platter	SAVE \$12.57	\$17.97	\$26.95	★★★★★ (26)
Balsam & Berries Oval Platter	SAVE \$23.06	\$32.95	\$49.42	★★★★★ (3)
Thankful Platter	SAVE \$31.49	\$62.99	\$94.48	
Nature glass serving set	SAVE \$40.99	\$81.99	\$122.98	

February 01, 2022

Internet Archive Wayback Machine | https://www.pier1.com/collections/platters-serving-bowls | 97 captures | 27 Aug 2020 - 17 Mar 2022 | Not syncing

Price Range: \$30 - \$40, \$40 - \$50, \$50 - \$60, \$60 - \$70, \$70 - \$80, See more

Rating: 5 Stars

Color: Black, Blue, Brown, Clear, Copper

Item Name	Save Amount	Current Price	Original Price	Rating
Pier 1 Party Cats Serving Platter	SAVE \$12.57	\$17.97	\$26.95	
Balsam & Berries Oval Platter	SAVE \$23.06	\$32.95	\$49.42	
Thankful Platter	SAVE \$31.49	\$62.99	\$94.48	
Nature glass serving set	SAVE \$40.99	\$81.99	\$122.98	

January 25, 2022

Internet Archive Wayback Machine 97 captures 27 Aug 2020 - 17 Mar 2022

Not secure | web.archive.org/web/20220125185543/https://www.pier1.com/collections/platters-servin... | Not syncing

DEC JAN 25 MAR 2021 2022 2023

Price Range: \$30 - \$40 \$40 - \$50 \$50 - \$60 \$60 - \$70 \$70 - \$80 [See more](#)

Rating: 5 Stars

Color: Black Blue Brown Clear

<p>SAVE \$12.57</p> <p>Pier 1 Party Cats Serving Platter</p> <p>\$26.95 \$17.97</p>	<p>SAVE \$23.06</p> <p>Balsam & Berries Oval Platter</p> <p>\$49.42 \$32.95</p>	<p>SAVE \$31.49</p> <p>Thankful Platter</p> <p>\$94.48 \$62.99</p>	<p>SAVE \$40.99</p> <p>Nature glass serving set</p> <p>\$122.98 \$81.99</p>
---	---	--	---

January 13, 2022

Internet Archive Wayback Machine 97 captures 27 Aug 2020 - 17 Mar 2022

Not secure | web.archive.org/web/20220113235621/https://www.pier1.com/collections/platters-servin... | Not syncing

DEC JAN 13 FEB 2020 2022 2023

Price Range: \$20 - \$30 \$30 - \$40 \$40 - \$50 \$50 - \$60 \$60 - \$70 \$70 - \$80 [See more](#)

Rating: 5 Stars

Color: Black Blue Brown

<p>SAVE \$8.98</p> <p>Pier 1 Party Cats Serving Platter</p> <p>\$26.95 \$17.97</p>	<p>SAVE \$16.47</p> <p>Balsam & Berries Oval Platter</p> <p>\$49.42 \$32.95</p>	<p>SAVE \$31.49</p> <p>Thankful Platter</p> <p>\$94.48 \$62.99</p>	<p>SAVE \$40.99</p> <p>Nature glass serving set</p> <p>\$122.98 \$81.99</p>
--	---	--	---

January 04, 2022

Internet Archive Wayback Machine | https://www.pier1.com/collections/platters-serving-bowls | 97 captures | 27 Aug 2020 - 17 Mar 2022





Go NOV JAN FEB 04 2022 2023 About this capture

- \$100.00 - \$200.00
- \$200.00 - \$300.00
- \$300.00 - \$400.00
- \$400.00 - \$500.00
- \$500.00 And Up

Color

- Black
- Black And Mu Gold
- Blue
- Brown
- Cardinal And White
- Clear
- Clemson Orange

See more

 <p>SAVE \$11.98</p> <p>Pier 1 Party Cats Serving Platter</p> <p>Now \$17.97 \$29.95</p>	 <p>SAVE \$53.57</p> <p>Leaf Trivet (Set of 2)</p> <p>Now \$51.99 \$105.56</p>	 <p>SAVE \$12.00</p> <p>Balsam & Berries Loaf Tray</p> <p>Now \$27.95 \$39.95</p>	 <p>SAVE \$17.00</p> <p>Balsam & Berries Oval Platter</p> <p>Now \$32.95 \$49.95</p>
---	---	---	---

December 20, 2021

Internet Archive Wayback Machine | https://www.pier1.com/collections/platters-serving-bowls | 97 captures | 27 Aug 2020 - 17 Mar 2022

Go NOV DEC JAN 20 2021 2022 About this capture


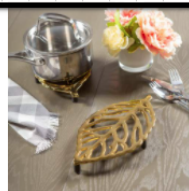


- \$100.00 - \$200.00
- \$200.00 - \$300.00
- \$300.00 - \$400.00
- \$400.00 - \$500.00
- \$500.00 And Up

Color

- Black
- Black And Mu Gold
- Blue
- Brown
- Cardinal And White
- Clear
- Clemson Orange

See more

Category

 <p>SAVE \$11.98</p> <p>Pier 1 Party Cats Serving Platter</p> <p>★★★★★ (20)</p> <p>Now \$17.97 \$29.95</p>	 <p>SAVE \$53.57</p> <p>Leaf Trivet (Set of 2)</p> <p>★★★★★ (1)</p> <p>Now \$51.99 \$105.56</p>	 <p>SAVE \$12.00</p> <p>Balsam & Berries Loaf Tray</p> <p>★★★★★ (1)</p> <p>Now \$27.95 \$39.95</p>	 <p>SAVE \$56.12</p> <p>Ohio State Buckeyes Melamine Stadium Platter</p> <p>★★★★★ (1)</p> <p>Now \$54.99 \$111.11</p>
--	---	---	---

December 13, 2021

Internet Archive WayBackMachine 97 captures 27 Aug 2020 - 17 Mar 2022

Not secure | web.archive.org/web/20211213213413/https://www.pier1.com/collections/platters-serving-bowls

Go NOV DEC 13 JAN 2020 2021 2022 About this capture

Price filters: \$100.00 - \$200.00, \$200.00 - \$300.00, \$300.00 - \$400.00, \$400.00 - \$500.00, \$500.00 And Up

Color filters: Black, Black And Mu Gold, Blue, Brown, Cardinal And White, Clear, Clemson Orange, See more

SAVE \$11.98
Pier 1 Party Cats Serving Platter
Now \$17.97 \$29.95

SAVE \$53.57
Leaf Trivet (Set of 2)
Now \$51.99 \$105.56

SAVE \$56.12
Ohio State Buckeyes Melamine Stadium Platter
Now \$54.99 \$111.11

SAVE \$12.00
Balsam & Berries Loaf Tray
Now \$27.95 \$39.95

October 01, 2020

Internet Archive WayBackMachine 97 captures 27 Aug 2020 - 17 Mar 2022

Not secure | web.archive.org/web/20201001135818/https://www.pier1.com/collections/platters-serving-bowls

Go AUG OCT 01 NOV 2019 2020 2021 About this capture

Color filters: Orange, Blue, Purple, Yellow, Brown, Red, Grey, etc.

Pier 1 Party Cats Serving Platter
\$29.95
\$17.97

Balsam & Berries Loaf Tray
\$39.95
\$27.95

Balsam & Berries Oval Platter
\$49.95
\$32.95

September 10, 2020

Internet Archive WayBackMachine 97 captures 27 Aug 2020 - 17 Mar 2022

Not secure | web.archive.org/web/20200910100328/https://www.pier1.com/collections/platters-serving-bowls

Go AUG SEP 10 OCT 2019 2020 2021 About this capture

Flatware & Serving Utensils
Cake Stands

Color filters: Black, Yellow, Grey, Orange, Blue, Purple, etc.

Pier 1 Party Cats Serving Platter
\$29.95
\$17.97

Balsam & Berries Loaf Tray
\$39.95
\$27.95

Balsam & Berries Oval Platter
\$49.95
\$32.95

September 03, 2020

[“Flatware Sets”]

March 22, 2022

March 17, 2022

March 09, 2022

Internet Archive Wayback Machine
 https://www.pier1.com/collections/flatware-sets
 71 captures
 23 Feb 2021 - 17 Mar 2022





Not secure | web.archive.org/web/20220309231452/https://www.pier1.com/collections/flatware-sets

Go FEB MAR APR 09 2021 2022 2023

\$30 - \$40
 \$40 - \$50
 \$50 - \$60
 \$60 - \$70
 \$70 - \$80
 See more

Rating
 5 Stars
 4 Stars & Up

Color
 Black

 SAVE \$207.51 Hammered Golden 20 Piece Flatware Set \$197.99 \$405.50	 SAVE \$70.84 Stainless Steel Black Glossy 5 Piece Flatware Set \$67.99 \$138.83	 SAVE \$205.01 Modern Stainless Steel Square Handle Silverware 20 Piece Flatware Set \$194.99 \$400.00	 SAVE \$216.18 Black Stainless Steel 20 Piece Flatware Set \$205.99 \$422.17
--	--	---	--

March 02, 2022

Internet Archive Wayback Machine
 https://www.pier1.com/collections/flatware-sets
 71 captures
 23 Feb 2021 - 17 Mar 2022





Not secure | web.archive.org/web/20220302211938/https://www.pier1.com/collections/flatware-sets

Go FEB MAR APR 02 2021 2022 2023

\$30 - \$40
 \$40 - \$50
 \$50 - \$60
 \$60 - \$70
 \$70 - \$80
 See more

Rating
 5 Stars
 4 Stars & Up

Color
 Black

 SAVE \$207.51 Hammered Golden 20 Piece Flatware Set \$197.99 \$405.50	 SAVE \$70.84 Stainless Steel Black Glossy 5 Piece Flatware Set \$67.99 \$138.83	 SAVE \$205.01 Modern Stainless Steel Square Handle Silverware 20 Piece Flatware Set \$194.99 \$400.00	 SAVE \$216.18 Black Stainless Steel 20 Piece Flatware Set \$205.99 \$422.17
---	---	--	---

February 23, 2022

Internet Archive Wayback Machine
 https://www.pier1.com/collections/flatware-sets
 71 captures
 23 Feb 2021 - 17 Mar 2022





Not secure | web.archive.org/web/20220223202658/https://www.pier1.com/collections/flatware-sets

Go JAN FEB MAR 23 2021 2022 2023

\$30 - \$40
 \$40 - \$50
 \$50 - \$60
 \$60 - \$70
 \$70 - \$80
 See more

Rating
 5 Stars
 4 Stars & Up

Color
 Black

 SAVE \$207.51 Hammered Golden 20 Piece Flatware Set \$197.99 \$405.50	 SAVE \$70.84 Stainless Steel Black Glossy 5 Piece Flatware Set \$67.99 \$138.83	 SAVE \$205.01 Modern Stainless Steel Square Handle Silverware 20 Piece Flatware Set \$194.99 \$400.00	 SAVE \$216.18 Black Stainless Steel 20 Piece Flatware Set \$205.99 \$422.17
--	--	---	--

February 16, 2022

February 08, 2022

February 01, 2022

January 25, 2022

Internet Archive Wayback Machine | https://www.pier1.com/collections/flatware-sets | 71 captures | 23 Feb 2021 - 17 Mar 2022

Not secure | web.archive.org/web/20220125185415/https://www.pier1.com/collections/flatware-sets

DEC 2021 | **JAN 25 2022** | MAR 2023

- \$20 - \$30
- \$30 - \$40
- \$40 - \$50
- \$50 - \$60
- \$60 - \$70
- \$70 - \$80
- See more

Rating

- 5 Stars
- 4 Stars & Up

Color

- ...

Product Name	Current Price	Original Price	Savings
Hammered Golden 20 Piece Flatware Set	\$197.99	\$405.50	SAVE \$207.51
Stainless Steel Black Glossy 5 Piece Flatware Set	\$67.99	\$138.83	SAVE \$70.84
Modern Stainless Steel Square Handle Silverware 20 Piece Flatware Set	\$194.99	\$400.00	SAVE \$205.01
Black Stainless Steel 20 Piece Flatware Set	\$205.99	\$422.17	SAVE \$216.18

January 12, 2022

Internet Archive Wayback Machine | https://www.pier1.com/collections/flatware-sets | 71 captures | 23 Feb 2021 - 17 Mar 2022

Not secure | web.archive.org/web/20220112133646/https://www.pier1.com/collections/flatware-sets

NOV 2021 | **JAN 12 2022** | FEB 2023

- \$10 - \$20
- \$20 - \$30
- \$30 - \$40
- \$40 - \$50
- \$50 - \$60
- \$60 - \$70
- \$70 - \$80
- See more

Rating

- 5 Stars
- 4 Stars & Up

Color

- ...

Product Name	Current Price	Original Price	Savings
Hammered Golden 20 Piece Flatware Set	\$197.99	\$405.50	SAVE \$207.51
Stainless Steel Black Glossy 5 Piece Flatware Set	\$67.99	\$138.83	SAVE \$70.84
Modern Stainless Steel Square Handle Silverware 20 Piece Flatware Set	\$194.99	\$400.00	SAVE \$205.01
Black Stainless Steel 20 Piece Flatware Set	\$205.99	\$422.17	SAVE \$216.18

January 11, 2022

Internet Archive Wayback Machine | https://www.pier1.com/collections/flatware-sets | 71 captures | 23 Feb 2021 - 17 Mar 2022

Not secure | web.archive.org/web/20220111011905/https://www.pier1.com/collections/flatware-sets

NOV 2021 | **JAN 11 2022** | FEB 2023

- \$10 - \$20
- \$20 - \$30
- \$30 - \$40
- \$40 - \$50
- \$50 - \$60
- \$60 - \$70
- \$70 - \$80
- See more

Rating

- 5 Stars
- 4 Stars & Up

Color

- ...

Product Name	Current Price	Original Price	Savings
Hammered Golden 20 Piece Flatware Set	\$197.99	\$405.50	SAVE \$207.51
Stainless Steel Black Glossy 5 Piece Flatware Set	\$67.99	\$138.83	SAVE \$70.84
Modern Stainless Steel Square Handle Silverware 20 Piece Flatware Set	\$194.99	\$400.00	SAVE \$205.01
Black Stainless Steel 20 Piece Flatware Set	\$205.99	\$422.17	SAVE \$216.18

January 04, 2022

Internet Archive Wayback Machine | https://www.pier1.com/collections/flatware-sets | 71 captures | 23 Feb 2021 - 17 Mar 2022 | NOV 2021 | **JAN 04 2022** | FEB 2022 | About this capture

- \$10 - \$20
- \$20 - \$30
- \$30 - \$40
- \$40 - \$50
- \$50 - \$60
- \$60 - \$70
- \$70 - \$80
- See more

Rating

- 5 Stars
- 4 Stars & Up

<p>SAVE \$207.51</p> <p>Hammered Golden 20 Piece Flatware Set</p> <p>\$495.50 \$197.99</p>	<p>SAVE \$70.84</p> <p>Stainless Steel Black Glossy 5 Piece Flatware Set</p> <p>\$138.83 \$67.99</p>	<p>SAVE \$205.01</p> <p>Modern Stainless Steel Square Handle Silverware 20 Piece Flatware Set</p> <p>\$400.00 \$194.99</p>	<p>SAVE \$216.18</p> <p>Black Stainless Steel 20 Piece Flatware Set</p> <p>\$422.17 \$205.99</p>
---	---	---	---

December 27, 2021

Internet Archive Wayback Machine | https://www.pier1.com/collections/flatware-sets | 71 captures | 23 Feb 2021 - 17 Mar 2022 | NOV 2020 | **DEC 27 2021** | FEB 2022 | About this capture

- \$10 - \$20
- \$20 - \$30
- \$30 - \$40
- \$40 - \$50
- \$50 - \$60
- \$60 - \$70
- \$70 - \$80
- See more

Rating

- 5 Stars
- 4 Stars & Up

Color

<p>SAVE \$207.51</p> <p>Hammered Golden 20 Piece Flatware Set</p> <p>\$495.50 \$197.99</p>	<p>SAVE \$70.84</p> <p>Stainless Steel Black Glossy 5 Piece Flatware Set</p> <p>★★★★★ (1)</p> <p>\$138.83 \$67.99</p>	<p>SAVE \$205.01</p> <p>Modern Stainless Steel Square Handle Silverware 20 Piece Flatware Set</p> <p>\$400.00 \$194.99</p>	<p>SAVE \$216.18</p> <p>Black Stainless Steel 20 Piece Flatware Set</p> <p>\$422.17 \$205.99</p>
---	--	---	---

December 20, 2021

Internet Archive Wayback Machine | https://www.pier1.com/collections/flatware-sets | 71 captures | 23 Feb 2021 - 17 Mar 2022 | NOV 2020 | **DEC 20 2021** | JAN 2022 | About this capture

- \$10 - \$20
- \$20 - \$30
- \$30 - \$40
- \$40 - \$50
- \$50 - \$60
- \$60 - \$70
- \$70 - \$80
- See more

Rating

- 5 Stars
- 4 Stars & Up

<p>SAVE \$207.51</p> <p>Hammered Golden 20 Piece Flatware Set</p> <p>\$495.50 \$197.99</p>	<p>SAVE \$70.84</p> <p>Stainless Steel Black Glossy 5 Piece Flatware Set</p> <p>\$138.83 \$67.99</p>	<p>SAVE \$205.01</p> <p>Modern Stainless Steel Square Handle Silverware 20 Piece Flatware Set</p> <p>\$400.00 \$194.99</p>	<p>SAVE \$216.18</p> <p>Black Stainless Steel 20 Piece Flatware Set</p> <p>\$422.17 \$205.99</p>
---	---	---	---

EXHIBIT B

Pier One		Items on Sale > 90 Days
False Ref Price	Sale Price	Item Description
\$ 388.10	\$ 258.73	Zachary Outdoor Stool
\$ 328.50	\$ 219.00	York Gray Outdoor Accent Table
\$ 460.43	\$ 306.95	Wolverton Dark Gray Frame And Glass Tabletop End Table
\$ 428.93	\$ 285.95	Whitehill Bookshelf
\$ 600.83	\$ 401.95	White Kayleigh Set of 2 Outdoor Chairs
\$ 602.92	\$ 401.95	Water Hyacinth Wickwar Bench
\$ 1,268.98	\$ 845.99	Victorian Rococo Ottoman
\$ 386.89	\$ 257.93	Vesta White Outdoor Accent Table
\$ 332.16	\$ 221.44	Vesta Gray Outdoor Accent Table
\$ 850.47	\$ 566.98	Vernon Natural Bar Table
\$ 985.50	\$ 657.00	Vernon Grey Bar Table
\$ 584.80	\$ 389.87	Torus Rock White Bench
\$ 584.80	\$ 389.87	Torus Rock Black Bench
\$ 332.16	\$ 221.44	Torree Gray Outdoor Accent Table
\$ 475.80	\$ 317.95	Thornbury Set of 2 pieces Rope Chairs
\$ 623.99	\$ 415.99	The Medieval Mace Stool
\$ 1,463.12	\$ 642.95	Taunton Gray Helston Desk
\$ 511.00	\$ 340.67	Tandra 2 Seat Black Bench
\$ 828.57	\$ 552.38	Talla Gray Outdoor Coffee Table
\$ 355.43	\$ 236.95	Southwick Side Table
\$ 459.90	\$ 306.60	Sonora Lounge Natural Chair
\$ 470.87	\$ 313.91	Sonora Lounge Gray Chair
\$ 854.10	\$ 569.40	Solano Natural Lounge Chair
\$ 854.10	\$ 569.40	Solano Lounge Chair In Natural
\$ 350.93	\$ 233.95	Sofia Black Faux Marble Round End Table
\$ 277.43	\$ 184.95	Shefford Sleek Style Black Square End Table
\$ 719.92	\$ 479.95	Shefford Pub Table
\$ 863.93	\$ 575.95	Shawn Velveteen Accent Chair and Ottoman 2 Piece Set
\$ 480.93	\$ 320.62	Sawyer Outdoor Bar Stool
\$ 2,096.99	\$ 1,397.99	Santa Fe Outdoor Chair
\$ 551.21	\$ 367.47	Ryan Storage Cabinet With 4 Wicker Baskets
\$ 1,096.42	\$ 409.95	Rubina Pair Outdoor Bar Stools
\$ 1,268.64	\$ 845.76	Roundabout Architectural Steel Garden Bench
\$ 784.77	\$ 523.18	Rocco Adirondack Natural Set Of 2 Chairs
\$ 372.30	\$ 248.20	Rila White Outdoor Accent Table
\$ 317.56	\$ 211.71	Rila Gray Outdoor Accent Table
\$ 559.49	\$ 372.99	Resinteak HDPE Adirondack Chair
\$ 641.99	\$ 427.99	ResinTEAK Modern Adirondack Outdoor Chair
\$ 559.49	\$ 372.99	Resin teak HDPE Folding Adirondack Outdoor Chair
\$ 527.99	\$ 374.95	Reclaimed Wood End Table
\$ 158.93	\$ 105.95	Quickchair Foldable Floor Outdoor Chair
\$ 106.48	\$ 70.99	Portable Outdoor Wine Table
\$ 535.42	\$ 433.95	Poole End Table

\$ 559.46	\$ 372.97	PolyTEAK Element Traditional Adirondack Chair
\$ 524.92	\$ 349.95	Pier 1 Sendari Woven Lounge Chair
\$ 899.92	\$ 599.95	Pier 1 Papasan Chair
\$ 1,339.48	\$ 892.99	Petite Louis XV Style Console Table
\$ 529.26	\$ 352.84	Padola 2 Seat Gray Bench
\$ 781.10	\$ 520.73	Pacifica Natural Bench
\$ 919.80	\$ 613.20	Pacifica Bench In Natural
\$ 514.66	\$ 343.11	Ozark Grey Bench
\$ 543.87	\$ 362.58	Ozark Blue Bench
\$ 426.24	\$ 284.16	Noreen White Bench
\$ 292.45	\$ 194.97	New Ridge Saddle Style Counter Stool
\$ 2,678.24	\$ 1,785.49	Nettlestone Library Console Desk
\$ 646.42	\$ 430.95	Natalia Console Table
\$ 391.43	\$ 260.95	Nadeleine Outdoor Accent Table
\$ 200.76	\$ 133.84	Morani Natural Ottoman
\$ 408.79	\$ 272.53	Montez Adirondack Chair In Natural
\$ 280.50	\$ 187.00	Modern Transitional Acacia Wood Slat Top Outdoor Dining Bench
\$ 263.93	\$ 175.95	Modern Black Curvy Small Console Table
\$ 1,255.43	\$ 595.00	Modern Acacia Wood Outdoor Loveseat and Coffee Table Chat
\$ 568.46	\$ 378.97	Maxwell Striped Cowhide Ottoman
\$ 885.50	\$ 590.33	Mariel Oak Bench
\$ 1,532.98	\$ 1,021.99	Lucida Marble Look End Table
\$ 568.43	\$ 378.95	London Reclaimed Wood And Black Frame End Table
\$ 845.24	\$ 563.49	LitterLoo Bench Litter Box Cover
\$ 1,084.42	\$ 535.95	Liam Black Metal Legs Contemporary Desk
\$ 751.42	\$ 500.95	Lewis Gray X Frame Base Bench
\$ 1,063.42	\$ 626.95	Leominster with Cushions Armchair
\$ 446.93	\$ 297.95	Leaf and Lattice Pattern Antique Gold Aluminum Garden Stool
\$ 404.96	\$ 269.97	Laiken Glass & Metal Coffee Table
\$ 186.97	\$ 124.65	Labell Canadian Maple Rectangular Reversible Utility Cutting Board
\$ 835.49	\$ 556.99	Kyson End Table
\$ 1,724.93	\$ 1,149.95	Kyle Electric Fireplace
\$ 868.70	\$ 579.13	Khara Grey Bench
\$ 919.80	\$ 613.20	Khara Blue Bench
\$ 347.93	\$ 231.95	Kettering Storage End Table
\$ 928.49	\$ 618.99	Kellan Onyx Office Chair
\$ 699.20	\$ 466.13	Kayla Navy Bench
\$ 335.81	\$ 223.87	Jusslyn Gray Outdoor Accent Table
\$ 504.33	\$ 336.22	Industrial Farmhouse X Side 3 Cubby Entryway Bench
\$ 691.43	\$ 460.95	Hubert Round Cocktail Table w/ Embossed Top
\$ 982.49	\$ 654.99	Heritage Teak Outdoor Sling Adjustable Chair
\$ 559.49	\$ 372.99	Heritage Teak Outdoor Folding Chair

\$ 565.77	\$ 377.18	Haruki White Outdoor Accent Table
\$ 565.77	\$ 377.18	Haruki Gray Outdoor Accent Table
\$ 1,027.42	\$ 499.99	Grey Wash Acacia Wood Set of 2 Outdoor Chairs
\$ 931.42	\$ 620.95	Grainne Storage Console Table
\$ 1,253.98	\$ 835.99	Goya End Table
\$ 584.92	\$ 389.95	Ginkgo Leaf Design Antique Gold Aluminum Garden Stool
\$ 824.92	\$ 549.95	Gargon Gray Outdoor Coffee Table
\$ 592.73	\$ 395.95	Gallagher Anywhere Cabinet
\$ 685.49	\$ 456.99	French Quarter Metal Outdoor Chair
\$ 1,097.98	\$ 731.99	Forbidden City Asian Console Table
\$ 373.43	\$ 262.95	Flexi Red Sewing Table
\$ 458.99	\$ 305.99	Eloise Bench
\$ 1,211.81	\$ 807.87	Eartha Gray Outdoor Coffee Table
\$ 167.99	\$ 111.99	ECOFLEX Adjustable Height Dog Bowl Stand
\$ 156.95	\$ 104.64	Dren Folding Table In Natural
\$ 370.95	\$ 247.95	Dooley Round Accent Table
\$ 308.93	\$ 205.95	Donlevy Round Accent Table
\$ 844.43	\$ 562.95	Dolavon Convertible Lounge Chair
\$ 335.81	\$ 223.87	Dev Gray Outdoor Accent Table
\$ 795.71	\$ 530.47	Del Mar 3 Seat Natural Bench
\$ 1,301.98	\$ 867.99	Darwin End Table
\$ 573.06	\$ 382.04	Darmond Gray Outdoor Side Table
\$ 412.47	\$ 274.98	Curby Gray Outdoor Accent Table
\$ 1,691.98	\$ 1,127.99	Courtyard Casual Outdoor Teak Coffee Table
\$ 1,337.95	\$ 891.97	Courtyard Casual Natural Teak Heritage Outdoor Teak Coffee Table
\$ 1,123.48	\$ 748.99	Courtyard Casual Cabo Aluminum Rectangle Outdoor Coffee Table
\$ 349.43	\$ 232.95	Cosmic Bean Bag Chair
\$ 1,267.48	\$ 844.99	Corded Shore Classic Sunbrella Deep Seating Sofa Outdoor Pillow and Cushion Set
\$ 1,244.98	\$ 829.99	Corded Scale Indigo Sunbrella Deep Seating Sofa Outdoor Pillow and Cushion Set
\$ 1,057.48	\$ 704.99	Charles II Gothic Stool
\$ 412.43	\$ 274.95	Chante Sling Chair In Natural
\$ 545.99	\$ 363.99	Carmen Swivel Counter Stool
\$ 916.49	\$ 610.99	Camellia Wall Console Table
\$ 1,029.30	\$ 686.20	Bryson Gray Outdoor Coffee Table
\$ 226.43	\$ 150.95	Bristol Blue Bench Cushion
\$ 905.21	\$ 603.47	Brisbane Gray Rocking Chair
\$ 446.93	\$ 297.95	Black Grayton Outdoor Dining Bench
\$ 576.71	\$ 384.47	Barstow Folding Grey Bench
\$ 1,345.42	\$ 599.99	Barna Blue Bench
\$ 438.00	\$ 292.00	Bandeled Folding Table In Black
\$ 876.00	\$ 584.00	August Gray 2 Seat Bench
\$ 1,294.42	\$ 624.95	Atmore Contemporary Storage Cabinet

\$ 1,967.93	\$ 1,311.95	Asberry Sophisticated Outdoor Armchair With Cushions 2 Piece Set
\$ 290.99	\$ 193.99	Arc Chat Table
\$ 1,098.33	\$ 395.95	Albury Reclaimed Wood Nesting End Tables 2 Piece Set
\$ 434.93	\$ 289.95	Albro Gray Reclaimed Wood Long Console Table
\$ 408.79	\$ 272.53	Aishi In/Outdoor Accent Table In Gray
\$ 350.40	\$ 233.60	Aishi Gray Outdoor Accent Table
\$ 467.50	\$ 311.67	Acacia Wood Plank Outdoor Adirondack Chair
\$ 498.66	\$ 332.44	Acacia Wood Plank Adirondack Chair with Wine Glass Holder
\$ 444.84	\$ 296.56	Acacia Wood Outdoor Rocking Chair
\$ 1,147.43	\$ 545.89	Acacia Wood Outdoor Lounge Chair
\$ 1,040.93	\$ 494.89	Acacia Wood Outdoor Armchair Set
\$ 757.42	\$ 504.95	Acacia Set of 2 Outdoor Counter Height Stools
\$ 372.44	\$ 248.29	Abner Green Bench
\$ 1,033.95	\$ 689.31	Abia Darling Tree Brown Bench
\$ 1,310.37	\$ 873.58	4 Piece Fontana Yellow Outdoor Dining Set
\$ 1,193.57	\$ 795.71	4 Piece Fontana Natural Outdoor Dining Set
\$ 1,372.39	\$ 914.93	4 Piece Fontana Grey Outdoor Dining Set
\$ 1,343.92	\$ 895.95	4 Piece Fontana Black Outdoor Dining Set
\$ 1,341.36	\$ 894.24	4 Piece Carton Natural Outdoor Dining Set
\$ 1,496.51	\$ 997.67	4 Piece Carton Grey Outdoor Dining Set
\$ 1,496.51	\$ 997.67	4 Piece Carton Black Outdoor Dining Set
\$ 116.98	\$ 60.95	Sydney Furniture Blue and Yellow Single Sofa Protector
\$ 2,728.49	\$ 1,818.99	Natural Square Coffee Table
\$ 2,518.49	\$ 1,678.99	Natural Rectangular Coffee Table
\$ 74.92	\$ 49.95	Harbor Life Furniture Blue and Taupe Single Love Seat Protector
\$ 843.16	\$ 562.11	Del Mar 3 Seat Grey Bench
\$ 474.50	\$ 316.33	Covina Adirondack Grey Chair
\$ 41.67	\$ 27.78	Spring Garden Shower Hooks
\$ 482.50	\$ 321.67	Modern Lift Top Storage Desk with Tablet Holder
\$ 277.33	\$ 184.89	Modern Industrial Dark Walnut 2 Tier Glass Top Writing Desk
\$ 402.50	\$ 268.33	Modern Glam Faux White Marble and Gold Narrow Leg Writing Desk
\$ 436.43	\$ 290.95	Abel Outdoor Coffee Table
\$ 2,002.43	\$ 1,334.95	Salcombe Electric Fireplace

1 **LYNCH CARPENTER LLP**
Todd D. Carpenter (CA 234464)
2 todd@lcllp.com
Scott G. Braden (CA 305051)
3 scott@lcllp.com
1350 Columbia Street, Ste. 603
4 San Diego, California 92101
Telephone: 619.762.1910
5 Facsimile: 619.756.6991

6 *Attorneys for Plaintiff and*
7 *Proposed Class Counsel*

8 **IN THE UNITED STATES DISTRICT COURT**
9 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

10 MARIA PANALIGAN, on behalf of
herself and all others similarly situated,

11 Plaintiff,

12 vs.

13 RETAIL ECOMMERCE
14 VENTURES LLC, a Delaware Limited
Liability Company, and DOES 1- 50,
15 inclusive,

16 Defendants.

Case No.: 2:22-cv-3364

**DECLARATION IN SUPPORT OF
JURISDICTION**

17
18
19 I, Todd D. Carpenter, declare under penalty of perjury the following:

20 1. I am an attorney duly licensed to practice before all of the courts in the State
21 of California. I am a partner and part-owner of Lynch Carpenter, LLP, and the counsel of
22 record for Plaintiff in the above-entitled action.

23 2. Defendant Retail Ecommerce Ventures LLC has done and is doing business
24 in the County of Los Angeles. Such business includes the marketing, distributing, and sale
25 of home furnishings, decor and related accessories, and more at its e-commerce retail store
26 pier1.com throughout this judicial district.

27 3. Plaintiff purchased her products from Pier1.com website, from her computer
28 in the County of Los Angeles, California.

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

3 Executed this 18th day of May, 2022 in San Diego, California.

4
5 */s/ Todd D. Carpenter*
6 Todd D. Carpenter
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ClassAction.org

This complaint is part of ClassAction.org's searchable [class action lawsuit database](#)
