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David W. Slayton,  
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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 FOR THE COUNTY OF LOS ANGELES

13 EDWARD STANSFIELD, on behalf of himself  
14 and the general public,

15 Plaintiff,

16 WAYFAIR INC., a Delaware corporation; and  
17 JOHN DOES 1-10,

18 Defendants.  
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Case No. **26STCV09347**

**Complaint for Public Injunctive Relief:**

1. **Unfair Competition (California Business & Professions Code § 17200 *et seq.*);**
2. **False Advertising (California Business & Professions Code § 17500 *et seq.*); and**
3. **Violation of the Consumer Legal Remedies Act (California Civil Code § 1750 *et seq.*)**

1 Plaintiff Edward Stansfield (“Plaintiff”) brings this action, on behalf of himself and the  
2 general public, against Wayfair Inc., a Delaware corporation; and John Does 1–10 (collectively  
3 “Wayfair” or “Defendants”), and states:

4 **I. INTRODUCTION**

5 1. Wayfair Inc. is an e-commerce company headquartered in Boston, Massachusetts  
6 that sells furniture, home décor, and household goods online. Wayfair operates five branded retail  
7 websites: Wayfair, Joss & Main, AllModern, Birch Lane, and Perigold. As of 2025, Wayfair  
8 generated approximately \$12.5 billion in annual revenue and is one of the largest online-only  
9 retailers of home goods in the United States.

10 2. A key feature of Wayfair’s marketing to consumers is its return policy. Wayfair  
11 prominently advertises a “30-Day Returns” policy throughout its website, including on product  
12 pages, in the shopping cart, and on the checkout page. On each product page, a “Return Policy” tab  
13 advertises a 30-day return policy—even for items that Wayfair has designated as non-returnable. At  
14 no point on the product page is the consumer informed that the specific item being viewed cannot be  
15 returned. This advertising gives consumers the impression that merchandise purchased from  
16 Wayfair may be returned within 30 days of delivery.

17 3. However, certain merchandise sold on Wayfair’s website is designated as non-  
18 returnable. For these items, Wayfair includes a small notice stating “This item cannot be canceled  
19 or returned” on the shopping cart page. This notice appears in smaller, lighter-colored text, and is  
20 positioned directly above the prominently displayed “30-Day Returns” banner on the same page.

21 4. Critically, by the time the consumer reaches the checkout page—the page where the  
22 consumer finalizes and commits to the purchase—the non-returnable notice has disappeared  
23 entirely. The checkout page continues to prominently display the “30-Day Returns” banner, but  
24 contains no indication whatsoever that the item the consumer is about to purchase cannot be  
25 returned.

26 5. This practice deceives consumers in three ways. First, the product page itself  
27 advertises a 30-day return policy without disclosing that the specific item being viewed is non-  
28 returnable, leading the consumer to begin the purchase process under a false impression. Second,

1 the brief, inconspicuous non-returnable notice on the cart page is overshadowed by the prominent,  
2 bolded “30-Day Returns” advertising that appears on the same page, such that a reasonable  
3 consumer is unlikely to notice or appreciate that the specific item in their cart is non-returnable.  
4 Third, and most fundamentally, the complete absence of the non-returnable notice on the checkout  
5 page—coupled with the continued presence of the “30-Day Returns” advertising—affirmatively  
6 misleads consumers into believing their purchase is returnable at the precise moment they commit  
7 to the transaction.

8         6.       On information and belief, a substantial volume of merchandise sold on Wayfair’s  
9 website is designated as non-returnable, and Wayfair’s misleading return policy advertising affects a  
10 significant number of consumers who purchase these items without adequate notice of the no-return  
11 restriction.

12         7.       Wayfair’s practice of advertising a 30-day return policy to consumers while obscuring  
13 the fact that certain merchandise cannot be returned constitutes false advertising. A return policy is  
14 a material term of a consumer transaction, and Wayfair’s advertising misrepresents a material term  
15 of sale for non-returnable items.

16         8.       The availability of returns is a significant factor in online purchasing decisions.  
17 Academic research consistently demonstrates that return policies reduce perceived risk and increase  
18 consumer willingness to purchase, and that consumers rely heavily on return policy representations  
19 when deciding whether to buy a product online, where they cannot physically inspect the  
20 merchandise before committing to the purchase.

21         9.       Through this deceptive practice, Defendants have violated California’s unfair  
22 competition, false advertising, and consumer protection laws. This action seeks public injunctive  
23 relief to protect California consumers who are potential future Wayfair customers from this  
24 deceptive scheme.

25 **II.    JURISDICTION AND VENUE**

26         10.       This Court has jurisdiction over this action under Cal. Code Civ. Proc. § 410.10, Cal.  
27 Bus. & Prof. Code §§ 17203–17204, 17604, and Cal. Civ. Code § 1780(a).

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1           11.       This Court has personal jurisdiction over Defendants. Events giving rise to the cause  
2 of action occurred in California as a result of Defendants' conduct directed toward California  
3 consumers, and Defendants made misrepresentations toward Plaintiff and other California  
4 consumers who viewed and relied on those misrepresentations.

5           12.       Venue is proper in this Court under Cal. Code Civ. Proc. § 395 because Wayfair does  
6 not have a designated place of business in California.

7 **III. PARTIES**

8           13.       Plaintiff Edward Stansfield is a resident of California. Plaintiff purchased non-  
9 returnable merchandise from Wayfair's website that was delivered to his address in Playa Del Rey,  
10 California.

11          14.       Defendant Wayfair Inc. is a Delaware corporation with a principal place of business  
12 in Boston, Massachusetts.

13          15.       Plaintiff does not know the names of the defendants sued as John Does 1-10 but will  
14 amend this complaint when that information becomes known. Plaintiff alleges on information and  
15 belief that each of the Doe defendants is affiliated with Defendants in some respect and is in some  
16 manner responsible for the wrongdoing alleged herein, either as a direct participant, a principal, an  
17 agent, a successor, an alter ego, a co-conspirator, or an aider-and-abettor with one of the named  
18 defendants.

19          16.       Plaintiff is informed and believes that at all times material hereto and mentioned  
20 herein, each Defendant sued herein was the agent, servant, employer, joint venturer, partner,  
21 subsidiary, parent, division, alias, alter ego, co-conspirator, or aider-and-abettor of the other  
22 Defendants. Plaintiff is also informed and believes that, at all times, each Defendant was acting  
23 within the purpose and scope of such agency, servitude, employment, ownership, subsidiary, alias,  
24 and/or alter ego and with the authority, consent, approval, control, influence, and ratification of  
25 each remaining Defendant sued herein.

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1 **IV. GENERAL ALLEGATIONS**

2 17. Defendants are engaging in a false and misleading advertising scheme in the  
3 marketing and selling of merchandise on Wayfair’s website by uniformly advertising a “30-Day  
4 Returns” policy while failing to adequately disclose that certain merchandise is non-returnable.

5 18. Wayfair advertises its 30-day return policy prominently and pervasively throughout  
6 its website. On each product page, a “Return Policy” tab states that Wayfair offers a 30-day return  
7 policy on most items—but does not disclose whether the specific item being viewed is non-  
8 returnable. A “30-Day Returns” banner also appears in the shopping cart and on the checkout page.  
9 The banner is displayed in bold text with a distinctive icon, and states: “Not loving it? We offer  
10 returns for most items within 30 days of delivery for a refund or store credit.”

11 19. Notwithstanding this pervasive advertising, certain items sold on Wayfair’s website  
12 are designated as non-returnable. For these items, Wayfair includes a small, inconspicuous notice on  
13 the shopping cart page stating: “This item cannot be canceled or returned.” This notice is displayed  
14 with an information icon (“i”) in smaller, lighter-colored text that is easily overlooked, particularly  
15 because it appears on the same page as the bold, prominently displayed “30-Day Returns” banner.

16 20. More significantly, when the consumer proceeds from the cart page to the checkout  
17 page—the final page where the consumer commits to the purchase by clicking “Place Your  
18 Order”—the non-returnable notice disappears entirely. The checkout page contains no indication  
19 that the item being purchased is non-returnable. The “30-Day Returns” banner, however,  
20 continues to be prominently displayed on the checkout page.

21 21. Research consistently demonstrates that return policies are among the most  
22 important factors influencing online purchasing decisions. A meta-analysis of 21 studies found that  
23 lenient return policies significantly increase consumer willingness to purchase, particularly in the  
24 online retail context where consumers cannot physically examine merchandise before buying.  
25 Narayan Janakiraman, Holly A. Syrdal & Ryan Freling, *The Effect of Return Policy Leniency on*  
26 *Consumer Purchase and Return Decisions: A Meta-analytic Review*, 92 *J. of Retailing* 226 (June  
27 2016). Because consumers cannot inspect products before buying them online, the availability of  
28 returns provides a crucial safety net that reduces the perceived risk of the transaction.

1           22.     Research further demonstrates that consumers tend to process return policy  
2 information heuristically rather than carefully reading the details of return restrictions. Lenient  
3 return policies serve as a signal of product quality and reduce the perceived risks associated with  
4 online purchases. See, e.g., Janakiraman et al. at 226–28; see also Stacy L. Wood, Remote Purchase  
5 Environments: The Influence of Return Policy Leniency on Two-Stage Decision Processes, 38 J. of  
6 Mktg. Res. 157 (May 2001). Accordingly, when a retailer prominently advertises a generous return  
7 policy, consumers are likely to assume that the policy applies to all merchandise, absent a clear and  
8 conspicuous disclosure to the contrary.

9           23.     Accordingly, research confirms that return policy representations are material to  
10 consumer purchasing decisions, and that misleading return policy advertising is likely to deceive  
11 consumers by causing them to purchase products they would not otherwise have purchased, or to  
12 purchase products at prices they would not otherwise have paid, in reliance on the belief that they  
13 could return the merchandise if dissatisfied.

14           24.     Defendants’ misleading return policy advertising has caused and continues to cause  
15 injury to consumers who purchase non-returnable merchandise from Wayfair’s website in reliance  
16 on the prominently advertised 30-day return policy. These consumers are deprived of a material  
17 benefit—the right to return unsatisfactory merchandise—that they reasonably believed they were  
18 receiving at the time of purchase.

19           25.     No reasonable consumer, upon learning that an item they purchased was non-  
20 returnable and that the 30-day return policy prominently advertised throughout the checkout  
21 process did not apply to their purchase, would have purchased the merchandise at the price they  
22 paid.

23           26.     Defendants’ deceptive return policy advertising violates California law in a number  
24 of ways.

25           27.     First, it constitutes an unfair business practice under California’s Unfair  
26 Competition Law (UCL).

27           28.     Second, it constitutes a fraudulent business practice under the UCL.

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1           29.     Third, it constitutes false advertising under the False Advertising Law (FAL), which  
2 makes it unlawful for a business to make any false or misleading statement in connection with the  
3 sale of merchandise. Cal. Bus. & Prof. Code § 17500.

4           30.     Fourth, it constitutes an unlawful business practice under the UCL because it  
5 violates the FAL.

6           31.     Fifth, it constitutes an unlawful business practice under the UCL because it violates  
7 the Consumer Legal Remedies Act (CLRA), which prohibits a business from “[r]epresenting that a  
8 transaction confers or involves rights, remedies, or obligations that it does not have or involve,” Cal.  
9 Civ. Code § 1770(a)(14), and from “[r]epresenting that the subject of a transaction has been  
10 supplied in accordance with a previous representation when it has not,” Cal. Civ. Code  
11 § 1770(a)(16).

12           32.     Sixth, it constitutes an unlawful business practice under the UCL because it violates  
13 the Federal Trade Commission Act (FTCA), which prohibits unfair or deceptive acts affecting  
14 commerce, as well as false advertising. 15 U.S.C. §§ 45(a)(1), 52(c). The FTC has consistently taken  
15 the position that material terms of sale, including return policies, must be clearly and conspicuously  
16 disclosed to consumers, and that a disclosure is not “clear and conspicuous” if it is contradicted by  
17 other statements made in the same advertisement.

18 **V.     SPECIFIC ALLEGATIONS**

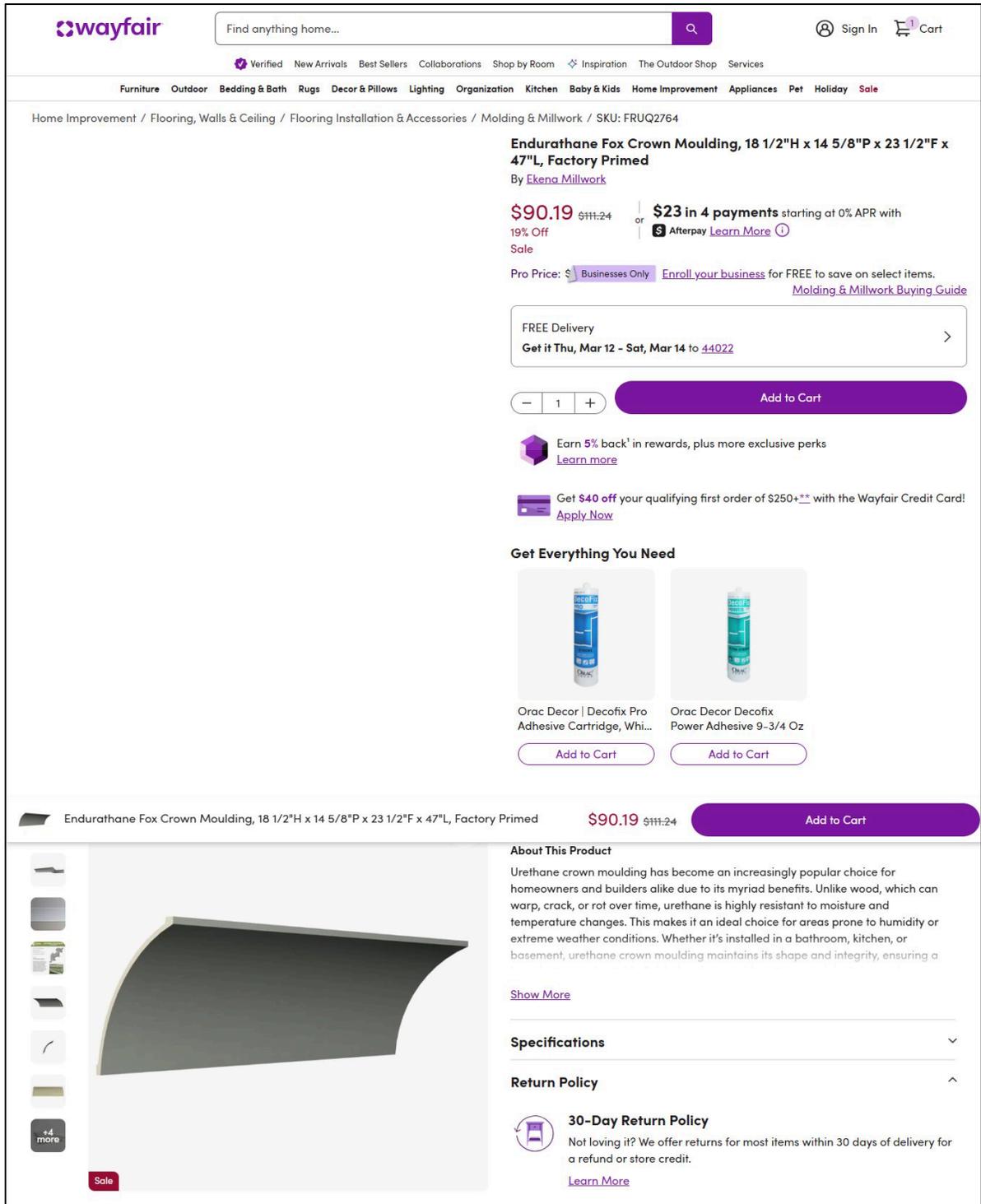
19           33.     In early 2026, Plaintiff purchased an Endurathane Fox Crown Moulding (SKU  
20 FRUQ2764) by Ekena Millwork from Wayfair’s website for \$90.19, plus \$8.79 in tax, for a total of  
21 \$98.98. The item was delivered to Plaintiff’s address in Playa Del Rey, California.

22           34.     At the time of purchase, Wayfair’s website displayed the item with a struck-through  
23 former price of \$111.24 and a sale price of \$90.19, along with a “Sale” badge. The order summary  
24 prominently stated: “You are saving \$21.05 on this order!” The item was designated as non-  
25 returnable.

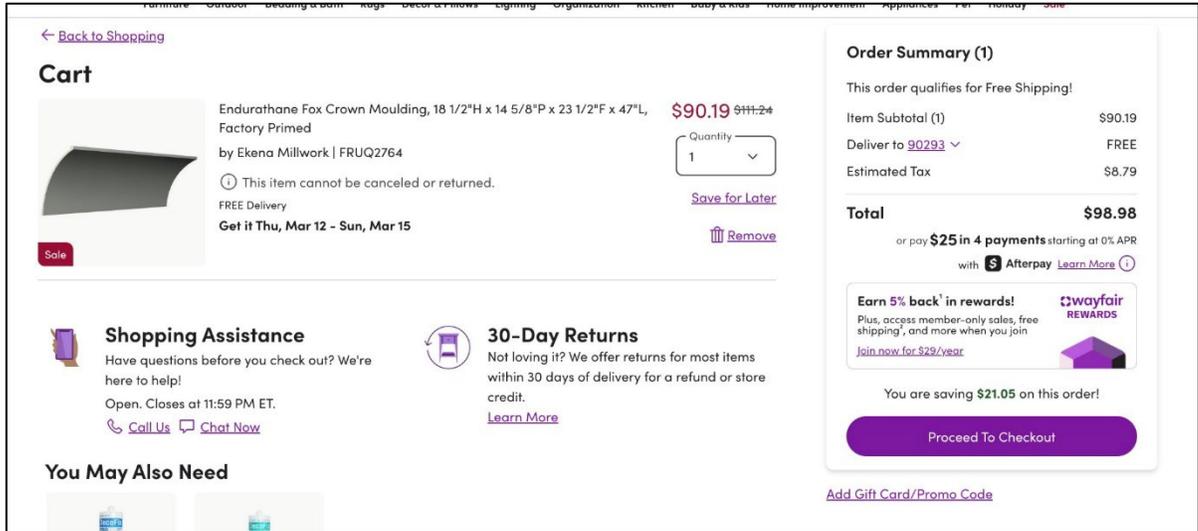
26           35.     While the cart page included a small notice stating “This item cannot be canceled or  
27 returned,” this notice was overshadowed by the prominent “30-Day Returns” banner displayed on  
28 the same page. Moreover, when Plaintiff proceeded to the checkout page, the non-returnable notice

1 was no longer displayed. The checkout page displayed only the “30-Day Returns” banner, giving  
2 the impression that the item could be returned within 30 days of delivery.

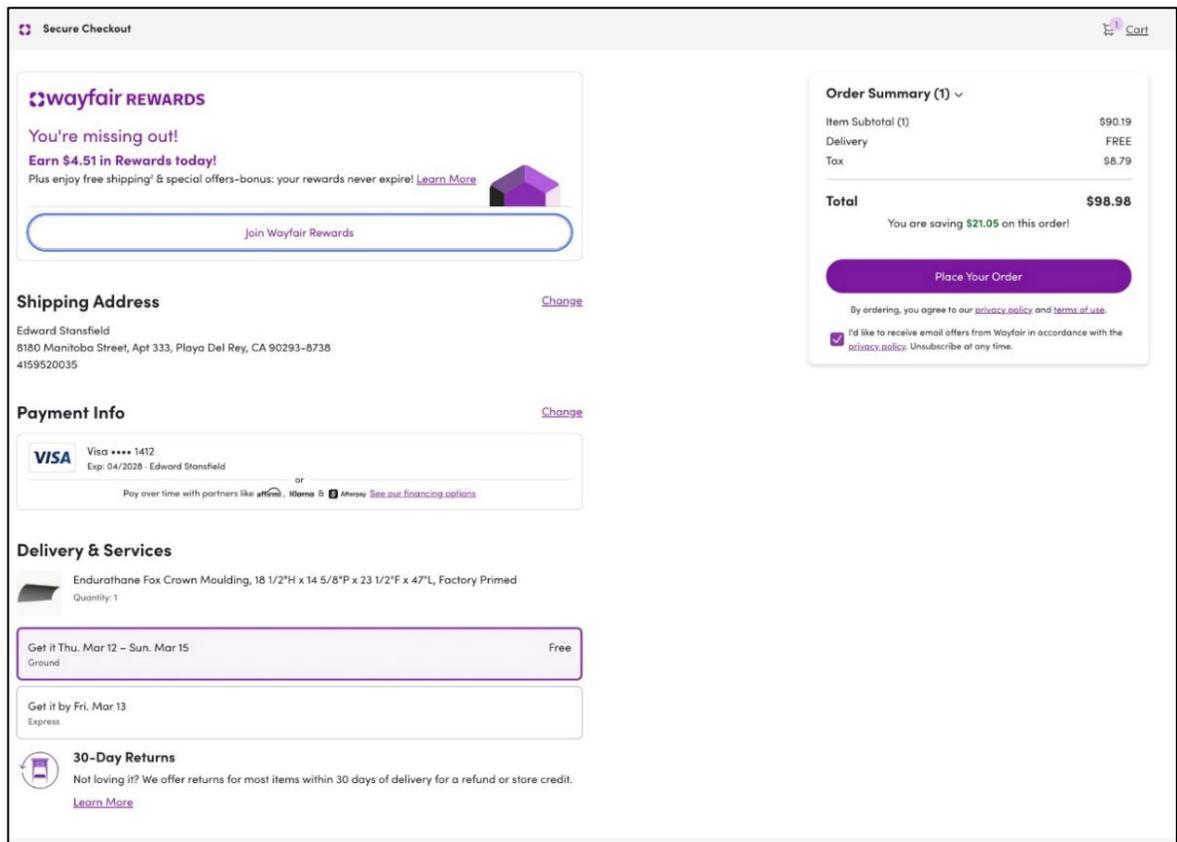
3 36. Below is a screenshot of Wayfair’s product page for the item Plaintiff purchased.  
4 Note the “Return Policy” tab at the bottom of the page, which displays a “30-Day Return Policy”  
5 banner—with no indication that this specific item is non-returnable:



1 37. Below is a screenshot of Wayfair’s shopping cart page for the item Plaintiff  
2 purchased. Note the small “This item cannot be canceled or returned” notice in lighter text,  
3 directly above the bold “30-Day Returns” banner:



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13 38. And below is a screenshot of Wayfair’s checkout page for the same item. Note that  
14 the non-returnable notice has disappeared entirely, while the “30-Day Returns” banner remains  
15 prominently displayed:









1 person has a sponsorship, approval, status, affiliation, or connection that the person does not have.”

2 Cal. Civ. Code § 1770(a)(5).

3 65. Defendants violated section 1770(a)(14) by representing, through their pervasive  
4 “30-Day Returns” advertising on the checkout page, that the purchase of non-returnable  
5 merchandise conferred a right to return the merchandise within 30 days when in fact the transaction  
6 did not confer or involve that right.

7 66. Defendants violated section 1770(a)(16) by representing on the checkout page that  
8 merchandise was subject to a 30-day return policy when it was not, thereby representing that goods  
9 had been supplied in accordance with previous representations when they had not.

10 67. Defendants violated section 1770(a)(5) by representing that the merchandise came  
11 with the benefit of free 30-day returns when in fact it did not.

12 68. Defendants’ violations of the CLRA have caused and continue to cause injury to  
13 Plaintiff and to the general public.

14 69. Pursuant to Cal. Civ. Code § 1780(a)(2), Plaintiff is entitled to public injunctive relief  
15 enjoining Defendants from continuing to engage in the deceptive practices described herein.

16 **PRAYER FOR RELIEF**

17 Plaintiff, on behalf of himself and the general public, requests that this Court award the  
18 following relief against Defendants:

19 a. public injunctive relief under the UCL, FAL, and CLRA to protect California  
20 consumers from Defendants’ deceptive advertising concerning the returnability of merchandise on  
21 the Wayfair website; and

22 b. attorneys’ fees and costs.

23 Dated: March 23, 2026

**WARREN TERZIAN LLP**

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Thomas D. Warren

28 *Counsel for Plaintiff*