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8  
 9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**  
 10

11 BRIA STEWART, individually and on behalf  
 12 of all others similarly situated,

13 *Plaintiff,*

14 vs.

15 FASHION NOVA, LLC,

16 *Defendant.*

Case No. **22ST CV 34932**

**CLASS ACTION COMPLAINT**

1. False Advertising Law
2. Unfair Competition Law
3. Consumer Legal Remedies Act

Jury Trial Demanded

*General Jurisdiction – Civil*

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28

1 **I. Introduction.**

2 1. Consumers like sales. Consumers are more likely to purchase an item if they  
3 know that they are getting a good deal. Further, if consumers think that a sale will end soon,  
4 they are likely to buy now, rather than wait, comparison shop, and buy something else.

5 2. While there is nothing wrong with a legitimate sale, a fake one—that is, one with  
6 made up regular prices, made up discounts, and made-up expirations—is deceptive and illegal.

7 3. As the Federal Trade Commission advises in its *Guides Against Deceptive*  
8 *Pricing*, it is deceptive to make up “an artificial, inflated price ... for the purpose of enabling the  
9 subsequent offer of a large reduction” off that price 16 C.F.R. §233.1.

10 4. So, these sales violate California’s general prohibition on unfair and deceptive  
11 business practices. *See* Cal. Bus. & Prof. Code § 17200.

12 5. Moreover, California’s False Advertising Law specifically prohibits “false or  
13 misleading statements of fact concerning reasons for, existence of, or amounts of price  
14 reductions.” *E.g.*, Cal. Civ. Code § 1770(a)(13).

15 6. Likewise, California’s Consumer Legal Remedies Act provides, “No price shall  
16 be advertised as a former price ... unless the alleged former price was the prevailing market price  
17 ... within three months next immediately preceding” the advertising. Cal. Bus. & Prof. Code  
18 §17501.

19 7. Defendant Fashion Nova sells and markets clothing and accessory products (the  
20 “Fashion Nova Products” or “Products”). The Products are sold online through Defendant’s  
21 website, fashionnova.com.

22 8. Fashion Nova’s website prominently advertises sales on its websites. These  
23 advertisements include purported regular prices and purported discounts. For example:  
24 Fashion Nova’s sale:



Purported regular prices and associated discounts:



9. Everything about these advertisements is false. Fashion Nova’s products do not retail at the supposed regular prices it lists.

10. Ms. Stewart bought multiple items of clothing from Fashion Nova. Like Fashion Nova’s other customers, when Ms. Stewart bought Fashion Nova’s products, Fashion Nova advertised that a purported sale was going on. Ms. Stewart believed that the Fashion Nova Products that she purchased retailed for the displayed regular price. She further believed that she was getting a substantial discount from the regular price. These reasonable beliefs are what caused her to buy from Fashion Nova when she did. If the products she purchased weren’t on sale, she would not have bought them and would have instead comparison shopped.

11. But none of that was true. Fashion Nova’s published regular prices were fake; the products Ms. Stewart bought were not actually sold at those prices. Had Fashion Nova been truthful, Plaintiff and other consumers would not have purchased the products or would have paid less for them.

12. Plaintiff brings this case for herself and the other consumers who purchased Fashion Nova Products.

**II. Parties.**

13. Plaintiff Bria Stewart is domiciled in Ontario, California.

14. The proposed class includes citizens of California.

15. Defendant Fashion Nova, LLC is a California limited liability company with its principal office or place of business at 2801 E. 46th Street, Vernon, California 90058.

**III. Jurisdiction and Venue.**

16. The Court has personal jurisdiction over Defendant because it resides in California and does business here.

17. Venue is proper because Defendant resides in Los Angeles County.

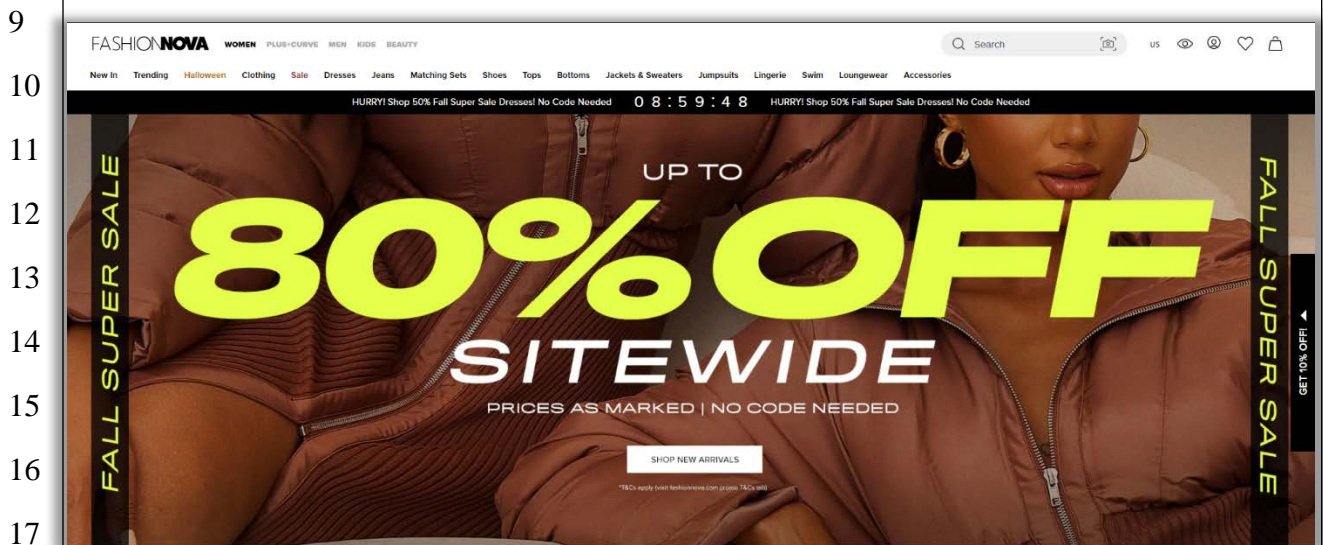
1 **IV. Facts.**

2 **A. Fashion Nova's fake sales and discounts.**

3 18. Fashion Nova sells clothing and accessory products. Fashion Nova sells its  
4 products directly to consumers online, through its website, fashionnova.com.

5 19. Fashion Nova's websites create an illusion that customers are receiving a limited-  
6 time discount. Fashion Nova does this by advertising fake limited-time sales, fake regular  
7 prices, and fake discounts based on the fake regular prices. For example:

8 Fashion Nova's sale:



18 Captured October 20, 2022.

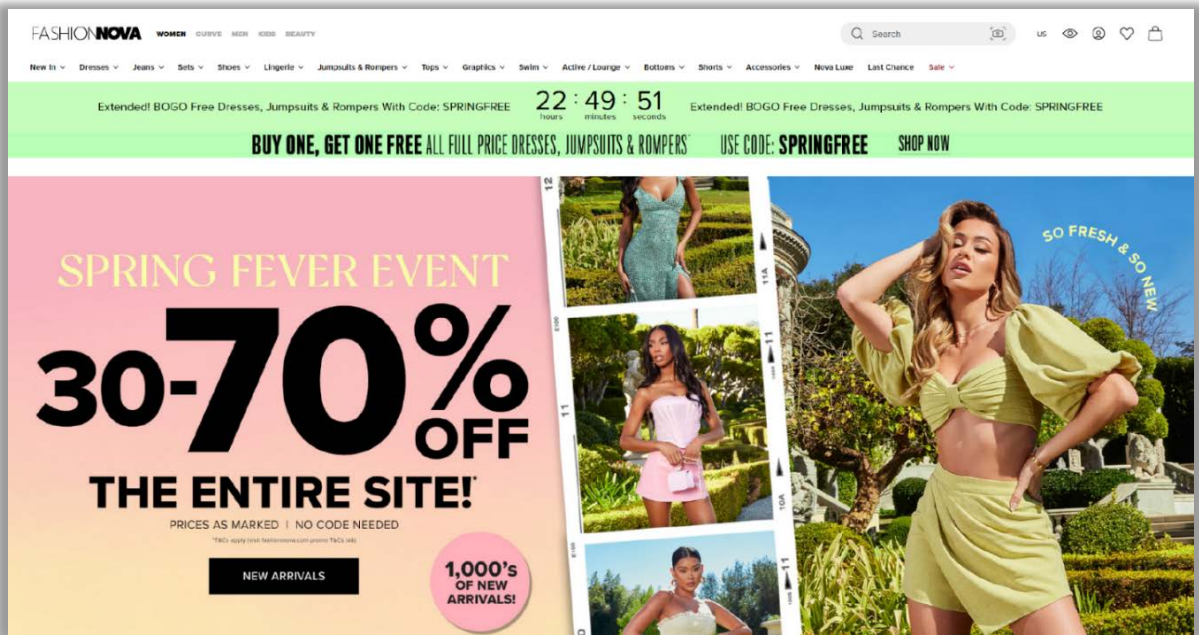
19 20. Fashion Nova's products are always on sale, and these sales have persisted for  
20 over a year, never ending. For example:

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Captured January 18, 2022.



Captured March 9, 2022.



Captured August 18, 2022.

1 Fake regular prices and fake discounts:

2 21. Fashion Nova’s website lists fake regular prices (that is, prices reflecting the list  
3 price or value of an item) and fake discounts.

4 22. For example, on October 20, 2022, Fashion Nova advertised a sale. As part of  
5 this sale, Fashion Nova offered its Weekend Sherpa Denim Jacket – Light Wash, which had a  
6 purported regular price of \$69.99:



23 Weekend Sherpa Denim Jacket - Light Wash

24 **\$48.99** ~~\$69.99~~

25 Up to 80% Off Sitewide! No Code Needed!

26 23. But the truth is, the Weekend Sherpa Denim Jacket – Light Wash is not regularly  
27 priced at \$69.99. Instead, it is always at a discount from the purported regular price of \$69.99

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1 (e.g., on October 20, 2022 it was priced at \$48.99), and the customer is not receiving the  
2 advertised discount by buying during the purported sale.

3 24. By listing fake regular prices and fake discounts, Fashion Nova misleads  
4 consumers into believing that they are getting a good deal.

5 **B. Fashion Nova’s advertisements violate California law.**

6 25. As the Federal Trade Commission states in its *Guides Against Deceptive Pricing*,  
7 “where an artificial, inflated price was established for the purpose of enabling the subsequent  
8 offer of a large reduction - the ‘bargain’ being advertised is a false one.” 16 C.F.R. § 233.1.

9 26. Advertising such false “bargains” is false, misleading, and unfair. Accordingly, it  
10 violates California’s Unfair Competition law, which bans “unlawful, unfair or fraudulent”  
11 business acts and practices. *See* Cal. Bus. & Prof. Code § 17200.

12 27. In addition, California’s Consumer Legal Remedies Act, specifically prohibits  
13 “[m]aking false or misleading statements of fact concerning reasons for, existence of, or amounts  
14 of, price reductions.” Cal. Civ. Code §1770(1)(13). Fashion Nova’s advertisements make false  
15 statements regarding the reasons for the sale (e.g., “Anniversary Sale” when in fact the sale is  
16 ongoing and not limited to the anniversary), the existence of the sale, and the amounts of price  
17 reductions.

18 28. Further, under California law, “No price shall be advertised as a former price ...  
19 unless the alleged former price was the prevailing market price ... within three months next  
20 immediately preceding.” Cal. Bus. & Prof. Code §17501. As described in further detail above,  
21 Fashion Nova advertises its products using former prices that were not the prevailing market  
22 prices within the preceding three months.

23 29. So not only are Fashion Nova’s business practices generally deceptive and  
24 fraudulent and therefore banned—they are also specifically prohibited by statute.

25 **C. Fashion Nova’s advertisements harm consumers.**

26 30. Based on Fashion Nova’s advertisements, reasonable consumers would expect  
27 that the listed regular prices are prices at which Fashion Nova actually sells its products.

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1           31. Reasonable consumers would also expect that, if they purchase during the sale,  
2 they will receive the advertised discount from the regular purchase price.

3           32. In addition, consumers are more likely to buy the product if they believe that the  
4 product is on sale and that they are getting a substantial discount.

5           33. Consumers that are presented with discounts are substantially more likely to make  
6 the purchase. “Nearly two-thirds of consumers surveyed admitted that a promotion or a coupon  
7 often closes the deal, if they are wavering or are undecided on making a purchase.”<sup>1</sup> And, “two-  
8 thirds of consumers have made a purchase they weren't originally planning to make solely based  
9 on finding a coupon or discount,” while “80% [of consumers] said they feel encouraged to make  
10 a first-time purchase with a brand that is new to them if they found an offer or discount.”<sup>2</sup>

11           34. Similarly, when consumers believe that an offer is expiring soon, the sense of  
12 urgency makes them more likely to buy a product.<sup>3</sup>

13           35. Thus, Fashion Nova’s advertisements harm consumers by inducing them to make  
14 purchases based on false information.

15           **D. Fashion Nova knows that it should not mislead customers.**

16           36. Fashion Nova is aware that the representations that it makes to consumers must be  
17 truthful. In 2020, the FTC charged Fashion Nova with violations of the Mail, Internet, or  
18 Telephone Order Merchandise Rule when it failed to ship purchased items in a timely manner for  
19 years and illegally issued gift cards in place of refunds. The company made clear promises to  
20 consumers for years that they offer fast shipping of their products, but regularly failed to meet its  
21 shipping promises to consumers, and failed to meet the Mail Order Rule’s requirement that  
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25 <sup>1</sup> <https://www.invespro.com/blog/how-discounts-affect-online-consumer-buying-behavior/>.

26 <sup>2</sup> [RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases Online, Especially Among Millennial Buyers \(prnewswire.com\)](https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-301484281.html).

27 <sup>3</sup> <https://cxl.com/blog/creating-urgency/> (addition of a countdown timer increased  
28 conversion rates from 3.4%-10%); [Dynamic email content leads to 400% increase in conversions for Black Friday email | Adestra \(uplandsoftware.com\)](https://www.adestra.com/blog/black-friday-email-campaigns/) (400% higher conversation rate for ad with countdown timer).

1 consumers be notified of shipping delays and given the chance to cancel orders and receive  
2 prompt refunds.<sup>4</sup> Fashion Nova was fined for these misleading practices.<sup>5</sup>

3 37. Again, in 2022, Fashion Nova was investigated by the FTC for blocking negative  
4 reviews of its products on its website.<sup>6</sup> Fashion Nova deceived customers by suppressing  
5 reviews with ratings lower than four stars out of five. Fashion Nova was ultimately also fined  
6 for this practice.<sup>7</sup>

7 38. Despite these charges, Fashion Nova has continued its practice of making  
8 misleading representations about its products and prices.

9 **E. Plaintiff was misled by Defendant’s misrepresentations.**

10 39. On September 8, 2022, Ms. Stewart bought a “Stay Fly Teddy Short Sleeve Tee,”  
11 a “Fresh Short Sleeve Tee,” a “The GOAT Short Sleeve Tee,” a “Real Dreams Short Sleeve  
12 Tee,” and a “Luxury Short Sleeve Tee.” She purchased the items from Fashion Nova’s website,  
13 fashionnova.com, while living in Ontario, California. Ms. Stewart’s invoice represented that she  
14 was receiving a substantial discount for the items that she ordered. The invoice represented that  
15 the combined regular price of all 5 items purchased was \$107.95 plus tax, and that Ms. Stewart  
16 was receiving a total discount of \$43.18 for the 5 T-shirts.

17 40. On July 5, 2021, Ms. Stewart purchased a “Classy Chic Biker Short.” The  
18 invoice represented that the regular price of this item was \$19.99, and that she was receiving a  
19 discount of \$9.99.

20 41. Ms. Stewart read and relied on the representations on the website that the products  
21 had the published regular price, and that she was receiving the advertised discount as compared  
22 to the regular price. She would not have purchased the products if she knew that the Fashion  
23

24  
25 <sup>4</sup> <https://www.ftc.gov/news-events/news/press-releases/2020/04/fashion-nova-will-pay-93-million-consumer-refunds-settle-ftc-charges-it-violated-rules-shipping>

26 <sup>5</sup> <https://www.ftc.gov/news-events/news/press-releases/2020/04/fashion-nova-will-pay-93-million-consumer-refunds-settle-ftc-charges-it-violated-rules-shipping>

27 <sup>6</sup> <https://www.ftc.gov/news-events/news/press-releases/2022/01/fashion-nova-will-pay-42-million-part-settlement-ftc-allegations-it-blocked-negative-reviews>

28 <sup>7</sup> <https://www.ftc.gov/news-events/news/press-releases/2022/01/fashion-nova-will-pay-42-million-part-settlement-ftc-allegations-it-blocked-negative-reviews>

1 Nova products were not discounted as advertised, and that she was not receiving the advertised  
2 discount.

3 **F. Fashion Nova breached its contract.**

4 42. When Ms. Stewart purchased and paid for the Fashion Nova Products she bought  
5 as described above, she accepted offers that Fashion Nova made, and thus, a contract was formed  
6 each time that she made a purchase.

7 43. For example, for the September 8, 2022, purchase, Fashion Nova’s offer was to  
8 provide items having a combined market value of \$107.95 plus tax, for a discounted price of  
9 \$76.78; and to provide a discount of \$43.18 for the items purchased.

10 44. As another example, for the July 5, 2021, purchase, Fashion Nova’s offer was to  
11 provide the “Classy Chic Biker Short” with a market value of \$19.99 plus tax, for a discounted  
12 price of \$10.00; and to provide a discount of \$9.99 for the item purchased.

13 45. Fashion Nova and Ms. Stewart entered contracts. The contracts were  
14 memorialized in Fashion Nova’s order confirmation. The order confirmations list the market  
15 value of the items that Fashion Nova promised to provide, and also specified the dollar amount  
16 of the discount off the regular price that Fashion Nova promised to provide Ms. Stewart.

17 46. The market value of the items Ms. Stewart would receive, and the amount of the  
18 discount she would be provided off the regular price of those items, were specific and material  
19 terms of the contract.

20 47. Fashion Nova breached its contracts by failing to provide Ms. Stewart with  
21 products with a market value equal to the regular price displayed on its website, and by failing to  
22 provide the discount promised.

23 **IV. Class action allegations.**

24 **A. The California Class.**

25 48. Plaintiff brings her claims for the following class: all persons who, while in the  
26 state of California and within the applicable statute of limitations period, purchased one or more  
27 Fashion Nova Products advertised at a discount on Fashion Nova’s website.

28

1           49.     The following people are excluded from the class: (1) any Judge or Magistrate  
2 Judge presiding over this action and the members of their family; (2) Defendant, Defendant’s  
3 subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its  
4 parents have a controlling interest and their current employees, officers, and directors; (3)  
5 persons who properly execute and file a timely request for exclusion from the class; (4) persons  
6 whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5)  
7 Plaintiff’s counsel and Defendant’s counsel, and their experts and consultants; and (6) the legal  
8 representatives, successors, and assigns of any such excluded persons.

9           ***Numerosity & Ascertainability***

10          50.     The proposed class contains members so numerous that separate joinder of each  
11 member of the class is impractical. There are tens or hundreds of thousands of class members.

12          51.     Class members can be identified through Defendant’s sales records and public  
13 notice.

14           ***Predominance of Common Questions***

15          52.     There are questions of law and fact common to the proposed class. Common  
16 questions of law and fact include, without limitation:

17           (1) whether Fashion Nova made false or misleading statements of fact in its  
18 advertisements;

19           (2) whether Defendant violated California’s consumer protection statutes;

20           (3) whether Defendant committed a breach of contract;

21           (4) whether Defendant committed a breach of an express or implied warranty;

22           (5) damages needed to reasonably compensate Plaintiff and the proposed class.

23           ***Typicality & Adequacy***

24          53.     Plaintiff’s claims are typical of the proposed class. Like the proposed class,  
25 Plaintiff purchased the Fashion Nova Products advertised at a discount on Fashion Nova’s  
26 website. There are no conflicts of interest between Plaintiff and the class.

27  
28

1           **Superiority**

2           54.     A class action is superior to all other available methods for the fair and efficient  
3 adjudication of this litigation because individual litigation of each claim is impractical. It would  
4 be unduly burdensome to have individual litigation of millions of individual claims in separate  
5 lawsuits, every one of which would present the issues presented in this lawsuit.

6     **V.     Claims.**

7   **First Cause of Action:**

8                   **Violation of California’s False Advertising Law §§17501 et. seq.**

9   **(By Plaintiff and the class)**

10           55.     Plaintiff incorporates each and every factual allegation set forth above.

11           56.     Plaintiff brings this cause of action on behalf of herself and members of the class.

12           57.     Defendant has violated Section 17501 of the Business and Professions Code.

13           58.     As alleged more fully above, Defendant advertises former prices on its website  
14 along with discounts. Defendant does this, for example, by crossing out a higher price (e.g.,  
15 ~~\$24.99~~) and displaying a discount price next to the “regular” price. Defendant also does this by  
16 displaying regular prices (e.g. \$24.99) alongside discounts, using words and phrases such as  
17 “Discount,” “Discount Code,” or a percentage discount such as “40% Off Everything!”

18           59.     The former prices advertised by Defendant were not the prevailing market prices  
19 for the products within three months preceding publication of the advertisement.

20           60.     Defendant’s former price advertisements do not state clearly, exactly, and  
21 conspicuously when, if ever, the former prices prevailed. Fashion Nova’s advertisements do not  
22 indicate whether or when the purported former prices were offered at all.

23           61.     Defendant violated, and continues to violate, Section 17501 to induce Plaintiff  
24 and the class to make purchases on its website based on the advertised former prices.

25           62.     Defendant’s misrepresentations were intended to induce reliance, and Plaintiff  
26 saw, read, and reasonably relied on the statements when purchasing Fashion Nova Products.  
27 Defendant’s misrepresentations were a substantial factor in Plaintiff’s purchase decision.

28





1           83. Defendant violated, and continues to violate, Section 1770(a)(5) of the California  
2 Civil Code by representing that products offered for sale on its website have characteristics or  
3 benefits that they do not have. Defendant represents that the value of its products is greater than  
4 it actually is by advertising inflated regular prices and fake discounts for products.

5           84. Defendant violated, and continues to violate, Section 1770(a)(9) of the California  
6 Civil Code. Defendant violates this by advertising its products as being offered at a discount,  
7 when in fact Defendant does not intend to sell the products at a discount.

8           85. Defendant's representations were likely to deceive, and did deceive, Plaintiff and  
9 reasonable consumers. Defendant knew, or should have known through the exercise of  
10 reasonable care, that these statements were inaccurate and misleading.

11           86. Defendant's misrepresentations were intended to induce reliance, and Plaintiff  
12 saw, read, and reasonably relied on them when purchasing Fashion Nova Products. Defendant's  
13 misrepresentations were a substantial factor in Plaintiff's purchase decision.

14           87. In addition, class-wide reliance can be inferred because Defendant's  
15 misrepresentations were material, i.e., a reasonable consumer would consider them important in  
16 deciding whether to buy the Fashion Nova Products.

17           88. Defendant's misrepresentations were a substantial factor and proximate cause in  
18 causing damages and losses to Plaintiff and the class.

19           89. Plaintiff and the class were injured as a direct and proximate result of Defendant's  
20 conduct because (a) they would not have purchased Fashion Nova Products if they had known  
21 the discounts and/or regular prices were not real, and/or (b) they overpaid for the Products  
22 because the Products are sold at a price premium due to the misrepresentation.

23           90. Accordingly, pursuant to California Civil Code § 1780(a)(2), Ms. Stewart, on  
24 behalf of herself and all other members of the class, seeks injunctive relief.

25           91. CLRA § 1782 NOTICE. On October 20, 2022, a CLRA demand letter was sent  
26 to Defendant's California headquarters via certified mail (return receipt requested), that provided  
27 notice of Defendant's violations of the CLRA and demanded that Defendant correct the  
28 unlawful, unfair, false and/or deceptive practices alleged here. If Defendant does not fully



1 correct the problem for Plaintiff and for each member of the class within 30 days of receipt,  
2 Plaintiff and the class will seek all monetary relief allowed under the CLRA.

3 92. A CLRA venue declaration is attached.

4 **Fourth Cause of Action:**

5 **Violation of California's Unfair Competition Law**

6 **(by Plaintiff and the class)**

7 93. Plaintiff incorporates each and every factual allegation set forth above.

8 94. Defendant has violated California's Unfair Competition Law (UCL) by engaging  
9 in unlawful, fraudulent, and unfair conduct (i.e., violating each of the three prongs of the UCL).

10 ***The Unlawful Prong***

11 95. Defendant engaged in unlawful conduct by violating the CLRA and FAL, as  
12 alleged above and incorporated here.

13 ***The Deceptive Prong***

14 96. As alleged in detail above, Defendant's representations that its products were on  
15 sale, that the sale was limited in time, that the products had a specific regular price, and that the  
16 customers were receiving discounts were false and misleading.

17 97. Defendant's representations were misleading to Plaintiff and other reasonable  
18 consumers.

19 98. Plaintiff relied upon Defendant's misleading representations and omissions, as  
20 detailed above.

21 ***The Unfair Prong***

22 99. As alleged in detail above, Defendant committed "unfair" acts by falsely  
23 advertising that its products were on sale, that the sale was limited in time, that the products had  
24 a specific regular price, and that the customers were receiving discounts.

25 100. Defendant violated established public policy by violating the CLRA and FAL, as  
26 alleged above and incorporated here. The unfairness of this practice is tethered to a legislatively  
27 declared policy (that of the CLRA and FAL).

28

1           101. The harm to Plaintiff and the class greatly outweighs the public utility of  
2 Defendant's conduct. There is no public utility to misrepresenting the price of a consumer  
3 product. This injury was not outweighed by any countervailing benefits to consumers or  
4 competition. Misleading consumer products only injure healthy competition and harms  
5 consumers.

6           102. Plaintiff and the class could not have reasonably avoided this injury. As alleged  
7 above, Defendant's representations were deceptive to reasonable consumers like Plaintiff.

8           103. Defendant's conduct, as alleged above, was immoral, unethical, oppressive,  
9 unscrupulous, and substantially injurious to consumers.

10   \* \* \*

11           104. For all prongs, Defendant's representations were intended to induce reliance, and  
12 Plaintiff saw, read, and reasonably relied on them when Fashion Nova's products. Defendant's  
13 representations were a substantial factor in Plaintiff's purchase decision.

14           105. In addition, class-wide reliance can be inferred because Defendant's  
15 representations were material, i.e., a reasonable consumer would consider them important in  
16 deciding whether to buy Fashion Nova's products.

17           106. Defendant's representations were a substantial factor and proximate cause in  
18 causing damages and losses to Plaintiff and the class members.

19           107. Plaintiff and the class were injured as a direct and proximate result of Defendant's  
20 conduct because (a) they would not have purchased the Fashion Nova Products if they had  
21 known that they were not discounted, and/or (b) they overpaid for the Products because the  
22 Products are sold at the regular price and not at a discount.

23   **Fifth Cause of Action: Breach of Contract**

24   **(by Plaintiff and the class)**

25           108. Plaintiff incorporates each and every factual allegation set forth above.

26           109. Plaintiff and class members entered into contracts with Fashion Nova when they  
27 placed orders to purchase products on Fashion Nova's website. These contracts were  
28 memorialized in invoices that were sent to purchasers.

1           110. The contracts provided that Plaintiff and class members would pay Fashion Nova  
2 for the products ordered.

3           111. The contracts further required that Fashion Nova provide Plaintiff and class  
4 members with products that have a market value equal to the regular prices displayed in the  
5 invoice. They also required that Fashion Nova provide Plaintiff and class members with the  
6 discount listed in the invoice. These were specific and material terms of the contract.

7           112. The specific discounts were a specific and material term of each contract, and  
8 were displayed to Plaintiff and class members at the time they placed their orders. The discounts  
9 were further memorialized in the order confirmations that Fashion Nova emailed to customers  
10 after they had placed their orders.

11           113. Plaintiff and class members paid Fashion Nova for the products they ordered, and  
12 satisfied all other conditions of their contracts.

13           114. Fashion Nova breached the contracts with Plaintiff and class members by failing  
14 to provide products that had a market value equal to the regular price displayed on its website,  
15 and by failing to provide the promised discount. Fashion Nova did not provide the discount that  
16 Fashion Nova had promised.

17           115. As a direct and proximate result of Fashion Nova's breaches, Plaintiff and class  
18 members were deprived of the benefit of their bargained-for exchange, and have suffered  
19 damages in an amount to be established at trial.

20                           **Sixth Cause of Action: Breach of Express Warranty**

21   **(by Plaintiff and the class)**

22           116. Plaintiff incorporates each and every factual allegation set forth above.

23           117. Plaintiff brings this count individually and for the class.

24           118. Defendant, as the designer, manufacturer, marketer, distributor, supplier, and/or  
25 seller of the Fashion Nova Products, issued material, written warranties by advertising that the  
26 Products had a market value equal to the regular price displayed on Fashion Nova's website.  
27 This was an affirmation of fact about the Products (i.e., a representation about the market value)  
28 and a promise relating to the goods.

1           119. This warranty was part of the basis of the bargain and Plaintiff and members of  
2 the class relied on this warranty.

3           120. In fact, the Fashion Nova Products did not have the stated market value. Thus,  
4 the warranty was breached.

5           121. Plaintiff provided Defendant with notice of this breach of warranty, by mailing a  
6 notice letter to Defendant's headquarters, on October 20, 2022.

7           122. Plaintiff and the class were injured as a direct and proximate result of Defendant's  
8 breach, and this breach was a substantial factor in causing harm, because (a) they would not have  
9 purchased Fashion Nova Products if they had known that the warranty was false, or (b) they  
10 overpaid for the Products because the Products are sold at a price premium due to the warranty.

11                           **Seventh Cause of Action: Breach of Implied Warranty**

12   **(by Plaintiff and the class)**

13           123. Plaintiff incorporates each and every factual allegation set forth above.

14           124. Plaintiff brings this count individually and for the class.

15           125. As described in greater detail above, Defendant impliedly warranted that the  
16 Fashion Nova Products had a market value equal to the regular price displayed on Fashion  
17 Nova's website.

18           126. This warranty was part of the basis of the bargain and Plaintiff and members of  
19 the class relied on this warranty.

20           127. In fact, the Fashion Nova Products did not have a market value equal to the  
21 regular price displayed. Thus, the warranty was breached.

22           128. Plaintiff provided Defendant with notice of this breach of warranty, by mailing a  
23 notice letter to Defendant's headquarters, on October 20, 2022.

24           129. Plaintiff and the class were injured as a direct and proximate result of Defendant's  
25 breach, and this breach was a substantial factor in causing harm, because (a) they would not have  
26 purchased Fashion Nova Products if they had known the truth, or (b) they overpaid for the  
27 Products because the Products are sold at a price premium due to the warranty.

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1                                    **Eighth Cause of Action: Quasi-Contract/Unjust Enrichment**

2                                    **(by Plaintiff and the class)**

3            130. Plaintiff incorporates each and every factual allegation set forth above.

4            131. Plaintiff alleges this claim individually and on behalf of the class.

5            132. As alleged in detail above, Defendant’s false and misleading advertising caused  
6 Plaintiff and the class to purchase Fashion Nova Products and to pay a price premium for these  
7 products.

8            133. In this way, Defendant received a direct and unjust benefit, at Plaintiff’s expense.

9            134. Plaintiff and the class seek restitution.

10                                   **Ninth Cause of Action: Negligent Misrepresentation**

11                                   **(by Plaintiff and the class)**

12            135. Plaintiff incorporates each and every factual allegation set forth above.

13            136. Plaintiff alleges this claim individually and on behalf of the class.

14            137. As alleged more fully above, Defendant made false representations and material  
15 omissions of fact to Plaintiffs and class members concerning the existence and/or nature of the  
16 discounts and savings advertised on its website.

17            138. These representations were false.

18            139. When Defendant made these misrepresentations, it knew or should have known  
19 that they were false. Defendant had no reasonable grounds for believing that these  
20 representations were true when made.

21            140. Defendant intended that Plaintiff and class members rely on these representations  
22 and Plaintiff and class members read and reasonably relied on them.

23            141. In addition, class-wide reliance can be inferred because Defendant’s  
24 misrepresentations were material, i.e., a reasonable consumer would consider them important in  
25 deciding whether to buy the Fashion Nova Products.

26            142. Defendant’s misrepresentations were a substantial factor and proximate cause in  
27 causing damages and losses to Plaintiff and class members.

28

1           143. Plaintiff and class members were injured as a direct and proximate result of  
2 Defendant's conduct because (a) they would not have purchased Fashion Nova's Products if they  
3 had known that the representations were false, and/or (b) they overpaid for the Products because  
4 the Products are sold at a price premium due to the misrepresentation.

5                           **Tenth Cause of Action: Intentional Misrepresentation**

6   **(by Plaintiff and the class)**

7           144. Plaintiff incorporates each and every factual allegation set forth above.

8           145. Plaintiff alleges this claim individually and on behalf of the class.

9           146. As alleged more fully above, Defendant made false representations and material  
10 omissions of fact to Plaintiffs and class members concerning the existence and/or nature of the  
11 discounts and savings advertised on its website.

12           147. These representations were false.

13           148. When Defendant made these misrepresentations, knew that they were false at the  
14 time that they made them and/or acted recklessly in making the misrepresentations.

15           149. Defendant intended that Plaintiff and class members rely on these representations  
16 and Plaintiff and class members read and reasonably relied on them.

17           150. In addition, class-wide reliance can be inferred because Defendant's  
18 misrepresentations were material, i.e., a reasonable consumer would consider them important in  
19 deciding whether to buy the Fashion Nova Products.

20           151. Defendant's misrepresentations were a substantial factor and proximate cause in  
21 causing damages and losses to Plaintiff and class members.

22           152. Plaintiff and class members were injured as a direct and proximate result of  
23 Defendant's conduct because (a) they would not have purchased Fashion Nova's Products if they  
24 had known that the representations were false, and/or (b) they overpaid for the Products because  
25 the Products are sold at a price premium due to the misrepresentation.

26 **VI. Relief.**

27           153. Plaintiff seeks the following relief for herself and the class:

- 28           • An order certifying the asserted claims, or issues raised, as a class action;

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- A judgment in favor of Plaintiff and the proposed class;
- Damages, treble damages, and punitive damages where applicable;
- Restitution;
- Disgorgement, and other just equitable relief;
- Pre- and post-judgment interest;
- An injunction prohibiting Defendants’ deceptive conduct, as allowed by law;
- Reasonable attorneys’ fees and costs, as allowed by law;
- Any additional relief that the Court deems reasonable and just.

Dated: November 2, 2022

By. 

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**Demand for Jury Trial**

Plaintiff and the class demand the right to a jury trial on all claims so triable.

Dated: November 2, 2022

By 

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