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13  
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 FOR THE COUNTY OF LOS ANGELES

16 LATOYA JEFFERSON,

17 Plaintiff,

18 v.

19 FASHION NOVA, LLC, a California  
20 limited liability company, and DOES 1  
through 10, inclusive,

21 Defendant.

Case No.: 23STCV12111

**COMPLAINT FOR:**

- (1) Violations of California Civil Code §§ 1750 *et seq.* (California Consumer Legal Remedies Act – Injunctive Relief Only);
- (2) Violations of California Business & Professions Code §§ 17200 *et seq.* (Unfair Competition Law – Injunctive Relief Only);
- (3) Violations of California Business & Professions Code, § 17500 (False Advertising Law – Injunctive Relief Only);
- (4) Violations of California Business & Professions Code, § 17501 (False Advertising Law – Injunctive Relief Only); and
- (5) Declaratory and Injunctive Relief

**DEMAND FOR JURY TRIAL**



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Sweet Nothings Ruffle Maxi Dress - Blush ♡  
**\$59.99** ~~\$99.99~~

Fig. 1

However, the strikethrough price of \$99.99 is false and misleading if the item of clothing is rarely, if ever, actually sold at \$99.99. Simply put, Fashion Nova’s “sales” are not really sales at all because the sale prices are actually the regular prices, and the strikethrough prices are fictitious.

4. California law and federal regulations specifically prohibit this type of false advertising. For example, California’s consumer protection statute prohibits “[m]aking false or misleading statements of fact concerning reasons for, existence of, or amounts of, price reductions.” Civ. Code § 1770(a)(13). California’s false advertising law prohibits advertising a former price unless it was the prevailing market price during the previous three months. Bus. & Prof. Code § 17501. As explained in the Federal Trade Commission’s (FTC) Guide Against Deceptive Pricing,

[When] the former price being advertised is not bona fide but fictitious—for example, where an artificial, inflated price was established for the purpose of enabling the subsequent offer of a large reduction—the “bargain” being advertised is a false one; the purchaser is not receiving the unusual value he expects.

16 C.F.R. § 233.1.



1 manner responsible for the acts and occurrences set forth herein. Plaintiff will seek leave of Court  
2 to amend this Complaint and serve such fictitiously named defendants once their names and  
3 capacities become known.

4 12. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,  
5 each of the defendants ratified each and every act or omission complained of herein. At all  
6 relevant times, each of the defendants aided and abetted the acts and omissions of each and all  
7 the other defendants in proximately causing the damages herein alleged.

8 13. Plaintiff is informed and believes, and thereon alleges, that each of said defendants  
9 is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,  
10 occurrences, and transactions alleged herein.

11 14. At all relevant times, each of the defendants was and is engaged in the business of  
12 designing, operating, and marketing their fast fashion retail website (www.fashionnova.com),  
13 which sells apparel, footwear, accessories, and related items to consumers worldwide, including  
14 in Los Angeles County, the state of California, and throughout the United States of America.

### 15 **FACTUAL ALLEGATIONS**

16 15. Fashion Nova is a privately owned online fast fashion retailer that was founded in  
17 2006 by Richard Saghian, who remains the sole owner of Fashion Nova.<sup>1</sup> FashionNova.com was  
18 ranked ninth in web traffic among all fashion and apparel retailers in the United States as of  
19 February 2023 and had an estimated annual revenue of \$200.0M - \$500.0M.<sup>2</sup>

20 16. Fashion Nova markets and sells its products directly to customers through its  
21 website, FashionNova.com. In January 2023, Fashion Nova's website received over 28 million  
22 visits, of which approximately 75.18% originated from the United States.<sup>3</sup> Fashion Nova's  
23 marketing and public relations emphasize its sales of "elevated styles at affordable prices with a  
24 dedicated social media following to match," "counting over 25 million followers across all social

25 \_\_\_\_\_  
26 <sup>1</sup> <https://www.forbes.com/sites/lauredebter/2022/03/08/fashion-novas-founder-has-spun-a-billion-dollar-fortune-from-fast-fashion/?sh=4ed910464a06> (last accessed February 14, 2023).

27 <sup>2</sup> <https://www.similarweb.com/website/fashionnova.com/#overview> (last accessed February  
28 14, 2023).

<sup>3</sup> *Id.*

1 media platforms.”<sup>4</sup>

2 17. Fashion Nova offers customers a broad selection of Fashion Nova-branded  
3 apparel, shoes, and accessories for women, men, and children. Fashion Nova sells its own  
4 Fashion Nova-branded products on its website, which are not regularly sold by other retailers. As  
5 such, the prevailing market prices for such products are the prices at which Fashion Nova sells  
6 them.

7 18. Fashion Nova’s online success has resulted, in considerable part, from its  
8 deceptive pricing practices. Such practices deceive the general public as a whole and induce  
9 consumers into paying more for Fashion Nova’s products than they otherwise would.

10 **A. Fashion Nova’s Deceptive Pricing Scheme**

11 19. Fashion Nova creates an illusion of savings on its website by advertising false and  
12 misleading strikethrough prices, false and misleading discounts based on those prices, and fake  
13 limited-time sales which are not actually limited in time.

14 20. Fashion Nova perpetrates this scheme by advertising a strikethrough price which  
15 it displays using strikethrough typeface (*e.g.*, ~~\$29.99~~).

16 21. Next to the strikethrough price, Fashion Nova advertises a sale price in larger and  
17 bolder typeface in a contrasting color. The sale price is the price at which Fashion Nova actually  
18 sells the product. Figures Two and Three below illustrate this tactic.

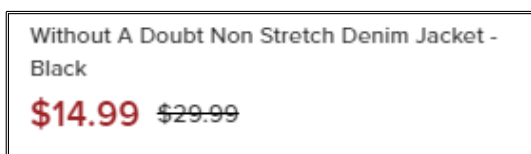


Fig. 2



Fig. 3

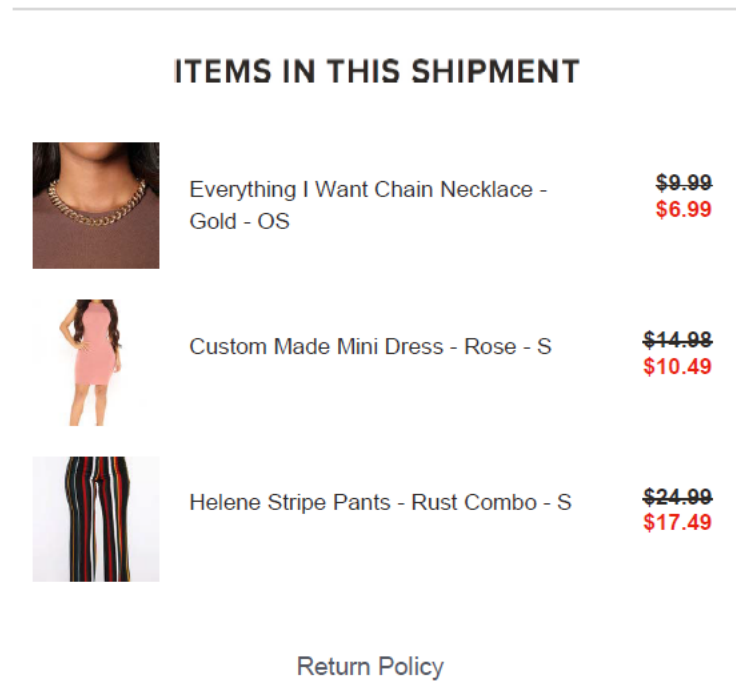
28 22. Plaintiff and consumers reasonably interpret Fashion Nova’s strikethrough price  
as the former price at which Fashion Nova sold the product in question—*i.e.*, the regular price.  
Discovery will show, however, that the majority of products sold on Fashion Nova’s website are

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<sup>4</sup> <https://www.fashionnova.com/pages/about-us> (last accessed February 13, 2023).

1 sold at discounted prices more often than they are sold at regular prices. Thus, the advertised  
2 regular price is not actually the regular price, and the discounts advertised to consumers do not  
3 reflect the true discounts consumers actually receive.

4 23. Those discounts are memorialized in an order confirmation Fashion Nova emails  
5 to its customers after receiving their order. For example, Figure 4 below illustrates an excerpt  
6 from a typical communication Fashion Nova sends its customers after receiving their orders.



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Fig. 4

**B. Fashion Nova’s Deceptive Pricing Practices**

24. The majority of products offered on Fashion Nova’s website are not regularly sold at the strikethrough price—*i.e.*, more often than not, products are sold at a discounted price rather than at the strikethrough price.

25. Discovery will confirm that the majority of strikethrough prices on Fashion Nova’s website are false and misleading because they do not represent the regular prices of its products—*i.e.*, the actual price at which Fashion Nova formerly sold the product in question for a reasonably substantial period of time.

26. Fashion Nova’s pricing scheme is false and misleading because Plaintiff and

1 reasonable consumers interpret strikethrough prices to represent the regular prices at which  
2 Fashion Nova formerly sold its product.

3 27. Fashion Nova’s pricing scheme is further false and misleading because the  
4 advertised discounts on its website (e.g., “40% OFF!”) do not represent the actual discounts  
5 obtained by customers, as Plaintiff and consumers reasonably understand that term.

6 28. Plaintiff and consumers reasonably interpret the advertised discounts on Fashion  
7 Nova’s website to represent a discount from the regular price of the product in question—*i.e.*, the  
8 actual price at which Fashion Nova formerly sold the product in question for a reasonably  
9 substantial period of time.

10 29. Fashion Nova misleads Plaintiff and reasonable consumers by advertising  
11 discounts based off of strikethrough prices that do not actually reflect the regular prices of its  
12 products and, in so doing, induces Plaintiff and reasonable consumers to make purchases they  
13 would not have otherwise made.

14 30. Moreover, Fashion Nova’s strikethrough prices violate California law because  
15 they do not reflect the prevailing market price for its products during the previous three months.

16 31. For example, from January 4, 2023 to April 18, 2023, a period of more than ninety  
17 days, out of 1,000 products in Fashion Nova’s popular Matching Sets category, 98.1% were  
18 offered at a discounted price more often than they were offered at the “regular” strikethrough  
19 price, with an average discount of 42.3%. In fact, many of those products were never once sold  
20 at the purported regular price during that period.

21 32. For example, the Eliza Sweater Skirt Set – Blue purportedly has a regular price of  
22 \$49.99, but as shown below Fashion Nova never actually sold the product at that price. Instead,  
23 Fashion Nova perpetually advertised the product as being offered at a discount from a  
24 strikethrough price, with an average of 64% off over the period shown below.

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33. As of the filing of the original complaint in this action, Fashion Nova continued to advertise the Eliza Sweater Skirt Set – Blue as being sold at a significant discount from its purported regular price, as shown below.



Eliza Sweater Skirt Set - Blue

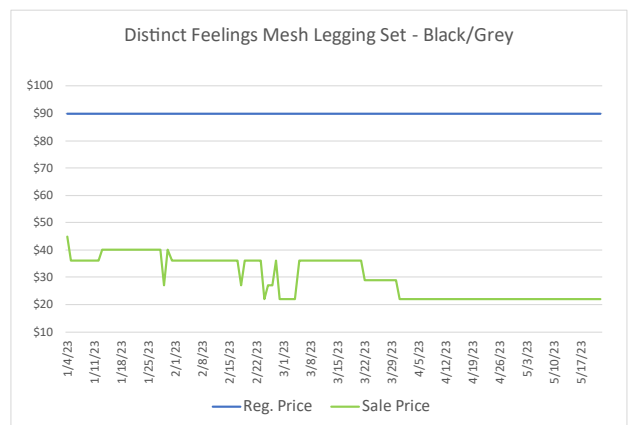
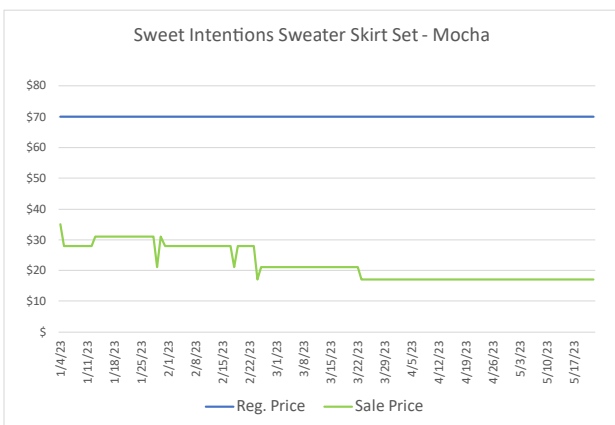
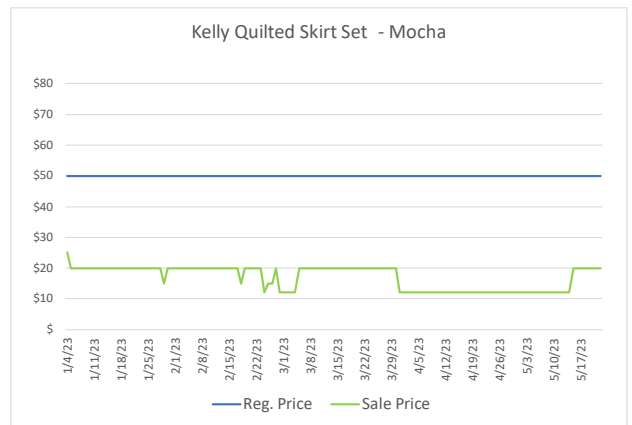
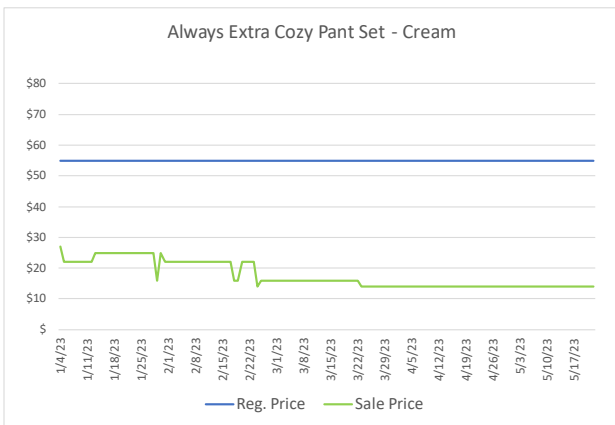
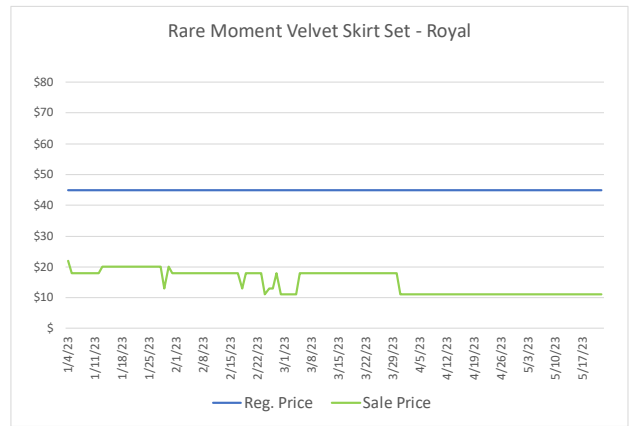
**\$11.98** ~~\$49.99~~

or 4 payments of \$2.99 with **ZIP** or **afterpay**

**60-90% Off All Sale! Prices As Marked**

Final Sale ⓘ

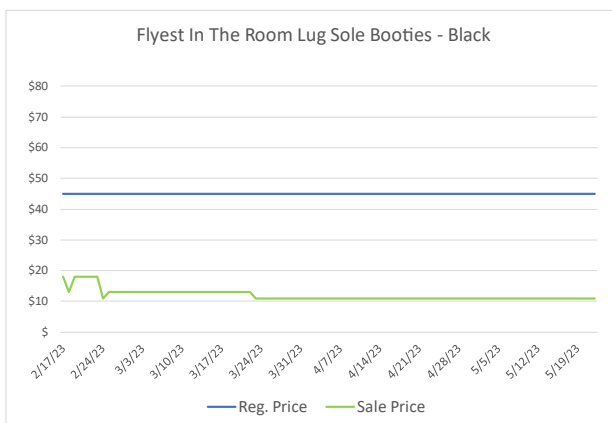
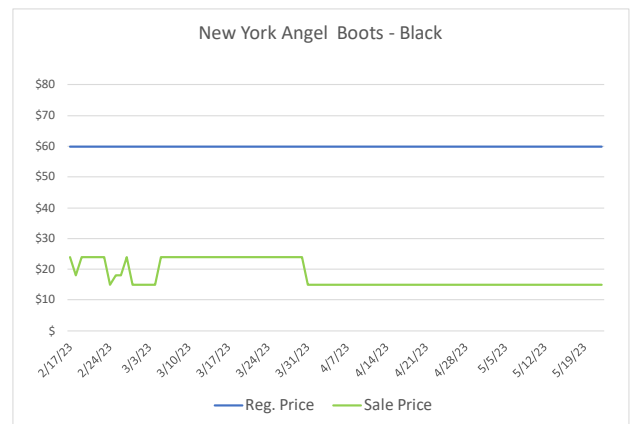
1            34. Below are charts reflecting the regular and sale prices for six other different  
 2 Matching Sets advertised on Fashion Nova's website for a period of more than ninety days.  
 3 During this period, Fashion Nova never once sold any of the products at the advertised  
 4 strikethrough price.



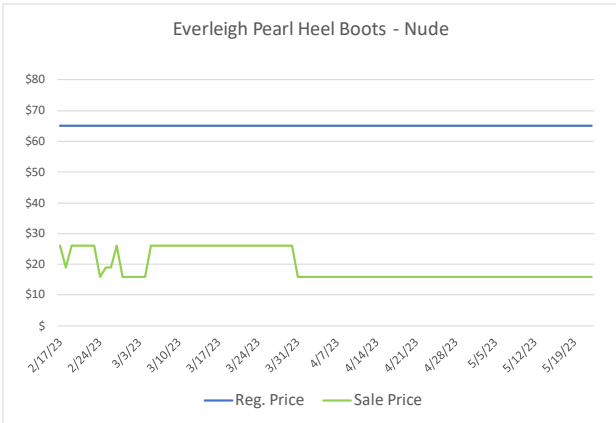
1 35. As of the filing of the original complaint in this action, Fashion Nova continued  
2 to advertise the above Matching Sets at a purported discount from the purported regular price.

3 36. Fashion Nova’s false and misleading strikethrough prices and discounts are not  
4 limited to Matching Sets. For example, on February 17, 2023, Fashion Nova advertised  
5 approximately 355 products in the Boots category on its website. From February 17, 2023 to May  
6 22, 2023, a period of more than ninety days, 96.9% of those 355 products were offered at a  
7 discounted price more often than they were offered at the “regular” strikethrough price, with an  
8 average discount of 45.5%. In fact, sixty-seven of those products—nearly 20%—were never  
9 once sold at the purported regular price.

10 37. Below are charts reflecting the regular and sale prices for six products advertised  
11 in the Boots category on Fashion Nova’s website from February 17, 2023 to May 22, 2023, a  
12 period of more than ninety days. During this period, Fashion Nova never once sold any of the  
13 products at the advertised strikethrough price.



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38. As of the filing of the original complaint in this action, Fashion Nova continued to advertise the above Matching Sets at a purported discount from the purported regular price.

39. Discovery will show that Fashion Nova’s pricing scheme of advertising false regular prices and false discounts is pervasive throughout its website. In addition to the Matching Sets and Boot categories above, over a period of ninety days, 88.2% of 1,000 Lingerie products, 78.2% of 999 Jeans products, and 61.7% of 141 Streetwear products were all offered at discounted prices more often than at their advertised regular prices. Indeed, over a period of at least ninety days, nearly 90% (3,994) of more than 4,500 products sold on Fashion Nova’s website were offered at a discounted price more often than at the advertised strikethrough price.

40. To further artificially increase demand for its products, Fashion Nova often increases the advertised strikethrough prices despite never having sold its products at those prices. In so doing, Fashion Nova can increase its prices while advertising an even larger discount to consumers.

41. For example, on or about May 12, 2022, Plaintiff purchased a pair of Helene Stipe Pants – Rust Combo for \$17.49. At the time, Fashion Nova advertised the regular price of the pants was \$24.99 and that Plaintiff was receiving 30% off.





1 Nova was able to represent to consumers they were getting an even better deal—70% off rather  
2 than 30% off.

3 47. Fashion Nova’s increases to the strikethrough prices advertised on its website  
4 demonstrate the fraudulent nature of its advertised discounts. Instead of displaying the actual  
5 regular price of products offered for sale on its website, Fashion artificially inflates the  
6 strikethrough prices to make consumers believe they are getting an incredible deal.

7 **C. Fashion Nova’s Fake Limited-Time Offers**

8 48. In addition to advertising false regular prices and false discounts, Fashion Nova  
9 further misrepresents that the discounts are available only for a limited time. By giving potential  
10 customers the false impression that they will miss out on the advertised markdowns if they do  
11 not make a purchase soon, Fashion Nova induces customers to make purchases they would not  
12 have otherwise made and deters them from shopping at competitor websites.

13 49. For that reason, the FTC’s Guide Against Deceptive Pricing provides:

14 [Retailers] should not offer an advance sale under circumstances where they do  
15 not in good faith expect to increase the price at a later date, or make a “limited”  
16 offer which, in fact, is not limited. In all of these situations, as well as in others  
17 too numerous to mention, advertisers should make certain that the bargain offer is  
genuine and truthful.

18 16 C.F.R. § 233.5.

19 50. Fashion Nova employs a variety of terms to impart this false sense of urgency to  
20 consumers, such as:

- 21 • **WINTER BLOWOUT SALE!**
- 22 • **TODAY ONLY!**
- 23 • **END OF SEASON SALE**
- 24 • **Hurry!**
- 25 • **LAST DAY!**
- 26 • **Don’t Miss 75% Off All Sale!**

27 51. Below are just a few examples of the foregoing false and misleading terms being  
28 displayed on Fashion Nova’s website.

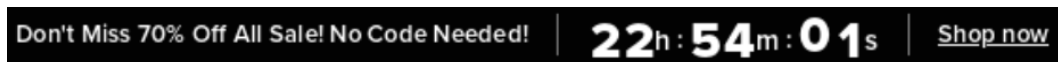


Hurry! Extra 30% Off Your Order! No Exclusions. Use Code: **ONEDAY30**

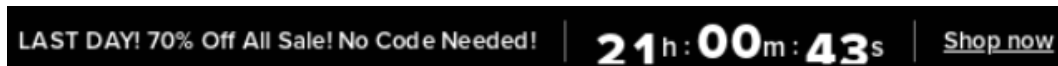


52. Fashion Nova also uses fake countdown timers to imply the sales advertised on its website will last only a matter of hours, minutes, and seconds. In reality, the sales offered on Fashion Nova’s website are perpetual, despite Fashion Nova’s representation that they will not last.

January 7, 2023



January 8, 2023

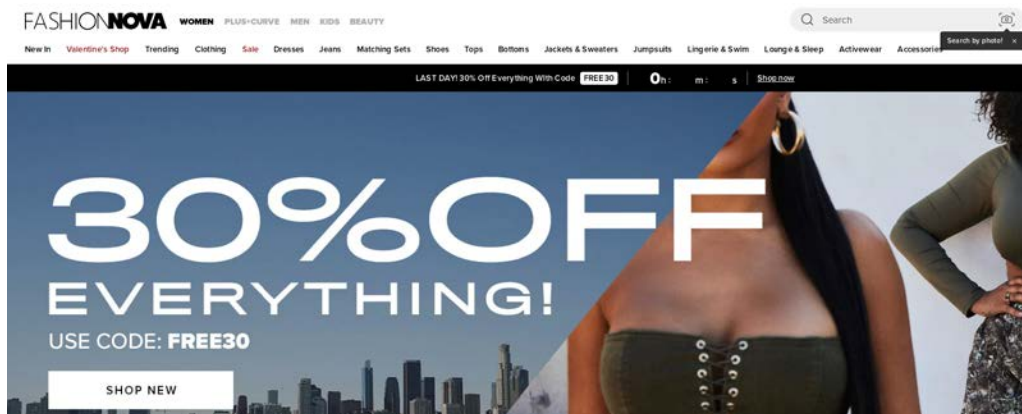


January 9, 2023



53. For example, on Saturday, February 11, 2023, Fashion Nova advertised a “**30% OFF EVERYTHING!**” sale and represented that it was the “**LAST DAY!**” to induce customers to make a purchase on that day.

February 11, 2023



54. But rather than the sale actually expiring on February 11, 2023, Fashion Nova offered an even better sale the very next day.

55. On Sunday, February 12, 2023, Fashion Nova advertised a new limited-time sale of “**50% OFF EVERYTHING!**” Fashion Nova described the sale as a “**SUPER SUNDAY EVENT,**” which corresponded with Super Bowl LVII, which was played that same day. Fashion Nova again advertised that the sale was for “**TODAY ONLY!**”

February 12, 2023



56. However, contrary to Fashion Nova’s representation, the sale was not for “**TODAY ONLY!**” because the very next day, on February 13, 2023, Fashion Nova continued to offer “**50% OFF EVERYTHING.**”



February 13, 2023



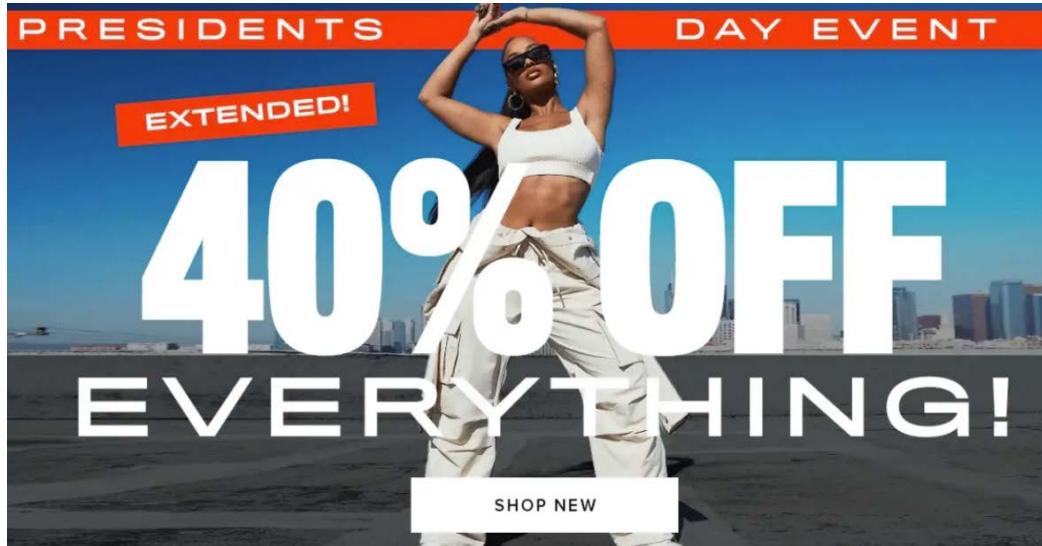
57. Fashion Nova routinely misrepresents that its sales will last for **“TODAY ONLY!”** when in fact, the opposite is true. For example, Fashion Nova used the same scheme to deceive consumers on President’s Day. On February 20, 2023, Fashion Nova advertised a limited-time sale of **“40% OFF EVERYTHING!”** Fashion Nova described the sale as a **“PRESIDENTS DAY EVENT”** and again advertised that the sale was for **“TODAY ONLY!”**

February 20, 2023



58. However, contrary to Fashion Nova’s representation, the sale was not for **“TODAY ONLY!”** because the very next day, on February 21, 2023, Fashion Nova continued to offer **“50% OFF EVERYTHING.”**

February 21, 2023



59. Fashion Nova’s deception regarding the limited time nature of its sales does not only correspond to holidays and events. Fashion Nova often arbitrarily will advertise a “TODAY ONLY!” sale, only to advertise the same sale as an “EXTENDED” sale the very next day.

March 5, 2023



March 6, 2023





1           65.     However, as shown above, on February 12, 2023, a date *before* Valentine’s Day,  
2 Fashion Nova advertised an even better sale for Super Bowl Sunday. And, as shown above, *after*  
3 Valentine’s day, Fashion Nova advertised an even better sale for President’s Day.

4     **D.     Plaintiff’s Purchases**

5           66.     On or about May 12, 2022, Plaintiff purchased five items on the Fashion Nova  
6 website. Each of the items she purchased, the Mulberry Street Maxi Dress – Red (“Maxi”), the  
7 Sam Lounge Jumpsuit – Green (“Lounge Jumpsuit”), the Everything I Want Chain Necklace -  
8 Gold (“Gold Necklace”), the Custom Made Mini Dress – Rose (“Mini Dress”), and the Helene  
9 Stripe Pants - Rust Combo (“Stripe Pants”), were advertised by Fashion Nova as being offered  
10 at a discount from their purported regular prices.

11          67.     Fashion Nova advertised the Maxi as being on sale for \$17.49, the Lounge  
12 Jumpsuit as being on sale for \$13.99, the Gold Necklace as being on sale for \$6.99, the Mini  
13 Dress as being on sale for \$10.49, and the Stripe Pants as being on sale for \$17.49. Fashion Nova  
14 represented to Plaintiff that she would save 30% off the regular prices of these items, \$24.99,  
15 \$19.99, \$9.99, \$14.98, and \$24.99, respectively.

16          68.     Enticed by the idea of paying less than the regular price for these items, and getting  
17 the Maxi, Lounge Jumpsuit, Gold Necklace, Mini Dress, and Stripe Pants for 30% off, Plaintiff  
18 proceeded to purchase them. In making her purchase, Plaintiff relied on Fashion Nova’s material  
19 representations and omissions with respect to the pricing of the Maxi, Lounge Jumpsuit, Gold  
20 Necklace, Mini Dress, and Stripe Pants, the amount of discount she was purportedly receiving,  
21 and the purported limited-time nature of the advertised discount.

22          69.     At the time of her purchase, Plaintiff believed the Maxi she purchased was valued  
23 at \$24.99, the Lounge Jumpsuit was valued at \$19.99, the Gold Necklace was valued at \$9.99,  
24 the Mini Dress was valued at \$14.98, and the Stripe Pants were valued at \$24.99, and that she  
25 was receiving 30% off the regular prices of these items.

26          70.     However, discovery will show that prior to Plaintiff’s purchase, Fashion Nova did  
27 not sell these items at their respective regular prices for a reasonably substantial period of time.  
28 Specifically, discovery will show that during the three months preceding Plaintiff’s purchase,

1 Fashion Nova did not offer these items for sale at their respective regular prices for the majority  
2 of time.

3 71. Plaintiff's understanding of the value of the Maxi, Lounge Jumpsuit, Gold  
4 Necklace, Mini Dress, and Stripe Pants was based on her belief that Fashion Nova regularly sold  
5 them for \$24.99, \$19.99, \$9.99, \$14.98, and \$24.99, respectively, and that \$24.99, \$19.99, \$9.99,  
6 \$14.98, and \$24.99 represented their respective values.

7 72. Fashion Nova thereby induced Plaintiff to purchase the Maxi, Lounge Jumpsuit,  
8 Gold Necklace, Mini Dress, and Stripe Pants by falsely representing to her that she was saving  
9 30% off their regular prices and by failing to disclose that the strikethrough prices advertised on  
10 Fashion Nova's website. Plaintiff reasonably believed the strikethrough prices reflected the  
11 regular prices of the items she purchased—*i.e.*, the actual prices at which Fashion Nova formerly  
12 offered the items for sale for a reasonably substantial period of time.

13 73. Plaintiff would not have purchased the Maxi, Lounge Jumpsuit, Gold Necklace,  
14 Mini Dress, or Stripe Pants, or would have paid less for them, had she known that their true  
15 regular prices were less than the advertised strikethrough prices and that the advertised discounts  
16 were fictitious.

17 **E. Fashion Nova's Ongoing Deceptive Pricing Practices**

18 74. Plaintiff desires to make purchases on Fashion Nova's website in the future and  
19 would make such purchases if she could be certain that the strikethrough prices advertised on  
20 Fashion Nova's website represented bona fide former prices, and that the advertised discounts  
21 represented the actual discounts based on bona fide former prices.

22 75. When shopping on Fashion Nova's website, Plaintiff does not have access to the  
23 former prices of the products offered for sale and thus cannot determine which strikethrough  
24 prices represent bona fide former prices or which discounts represent actual discounts based on  
25 bona fide former prices. Moreover, Plaintiff has no way of determining in the future whether  
26 Fashion Nova has corrected its deceptive pricing practices.

27 **F. Fashion Nova's Refusal to Cease Its Deceptive Pricing Practices**

28 76. On April 28, 2023, Plaintiff's counsel sent a pre-suit demand letter to Fashion

1 Nova notifying Fashion Nova of its unlawful and deceptive pricing practices.

2 77. As of the filing date of this Complaint, Plaintiff has received no response from  
3 Fashion Nova regarding her April 28, 2023 pre-suit demand letter.

4 78. Without an injunction ordering Fashion Nova to cease its deceptive pricing  
5 practices, Plaintiff and the general public are unable to rely on Fashion Nova’s representations  
6 regarding the prices of its products in deciding whether or not to purchase products on Fashion  
7 Nova’s website in the future. Without such an injunction, there is a real and immediate threat that  
8 Plaintiff and the general public will be wronged again in a similar way when making future  
9 purchases on Fashion Nova’s website.

10 **FIRST CAUSE OF ACTION**  
11 **Violation of California Civil Code § 1750, et seq.**  
12 **(California Consumers Legal Remedies Act – Injunctive Relief Only)**

13 79. Plaintiff incorporates by reference the allegations contained in each and every  
14 paragraph of this Complaint.

15 80. Fashion Nova is a “person” as defined by California Civil Code § 1761(c).

16 81. Plaintiff is a “consumer” within the meaning of California Civil Code § 1761(d)  
17 because she purchased apparel from Fashion Nova’s retail website for personal use.

18 82. Plaintiff has engaged in “transactions” with Fashion Nova as that term is defined  
19 by California Civil Code § 1761(e).

20 83. The Consumers Legal Remedies Act (“CLRA”) prohibits “unfair or deceptive acts  
21 or practices undertaken by any person in a transaction intended to result or which results in the  
22 sale or lease of goods or services to any consumer[.]” Cal. Civ. Code § 1770(a).

23 84. Pursuant to California Civil Code section 1770(a)(5), “[r]epresenting that goods  
24 or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities  
25 that they do not have” in connection with the “sale . . . of goods or services to any consumer is  
26 unlawful.”

27 85. Fashion Nova violated, and continues to violate, California Civil Code section  
28 1770(a)(5) by representing that products offered for sale on its website have characteristics or  
benefits which they do not have. Specifically, Fashion Nova represents that the value of its

1 products is greater than it actually is by advertising inflated reference prices for products sold on  
2 its website.

3 86. Pursuant to California Civil Code section 1770(a)(9), “[a]dvertising goods or  
4 services with intent not to sell them as advertised” in connection with the “sale . . . of goods or  
5 services to any consumer is unlawful.”

6 87. Fashion Nova violated, and continues to violate, California Civil Code section  
7 1770(a)(9) by advertising products as discounted when it intends to, and does in fact, sell them  
8 at its regular prices.

9 88. Pursuant to California Civil Code section 1770(a)(13), “[m]aking false or  
10 misleading statements of fact concerning reasons for, existence of, or amounts of, price  
11 reductions” in connection with the “sale of goods or services to any consumer is unlawful.”

12 89. Fashion Nova violated, and continues to violate, California Civil Code section  
13 1770(a)(13) by making false or misleading statements of fact concerning reasons for, existence  
14 of, or amounts of, price reductions on its website. Specifically, Fashion Nova has violated Section  
15 1770(a)(13) by engaging in the following unlawful acts and practices:

16 a. misrepresenting the regular price of products on its website by advertising  
17 false reference prices;

18 b. advertising discounts that are inflated or nonexistent because they are based  
19 on false reference prices; and

20 c. misrepresenting that discounts on its website are available for a limited  
21 time only, when in fact such discounts are subject to minimal, if any, time limits;

22 90. Pursuant to California Civil Code section 1770(a)(16), “[r]epresenting that the  
23 subject of a transaction has been supplied in accordance with a previous representation when it  
24 has not” in connection with the “sale of goods or services to any consumer is unlawful.”

25 91. Fashion Nova violated, and continues to violate, California Civil Code section  
26 1770(a)(16) by representing that the subject of a transaction has been supplied in accordance with  
27 a previous representation when it has not. Specifically, Fashion Nova represents on its website  
28 that it sells products “on sale” at a discount from their regular prices. After a customer places an



1 order, Fashion Nova confirms the order via electronic mail, reiterating that its products were “on  
2 sale” and/or sold at a discount. However, Fashion Nova does not sell, nor does it intend to sell,  
3 its products at a discount.

4 92. Fashion Nova’s unfair and deceptive acts or practices occurred repeatedly in  
5 Fashion Nova’s trade or business and were capable of deceiving a substantial portion of the  
6 purchasing public at large.

7 93. Plaintiff is a reasonable consumer who expects fashion retailers, like Fashion  
8 Nova, to provide accurate and truthful representations regarding the pricing of their products.  
9 Further, reasonable consumers, like Plaintiff, rely on the representations made by retailers in  
10 determining whether to purchase their products, and consider that information important to their  
11 purchase decision.

12 94. As a direct and proximate result of Fashion Nova’s unfair and deceptive practices,  
13 Plaintiff has suffered and will continue to suffer actual damages.

14 95. Plaintiff is therefore entitled to, and does, seek injunctive relief pursuant to  
15 California Civil Code section 1780(a)(2) to “enjoin the methods, acts or practices” that violate  
16 section 1770. Specifically, Plaintiff seeks public injunctive relief enjoining Fashion Nova’s  
17 unfair or deceptive acts or practices and correcting all false and misleading statements and  
18 material omissions concerning pricing models, reasons for changes in pricing, and the availability  
19 of discounts, to prevent future injury to the general public. In addition, Plaintiff seeks an award  
20 of attorneys’ fees and costs under California Civil Code section 1780(e), and orders granting all  
21 similar relief available.

22 **SECOND CAUSE OF ACTION**  
23 **Violation of California Business & Professions Code §§ 17200, *et seq.***  
24 **(Unfair Competition Law- Injunctive Relief Only)**

25 96. Plaintiff incorporates by reference the allegations contained in each and every  
26 paragraph of this Complaint.

27 97. Fashion Nova is a “person” as defined by California Business & Professions Code  
28 section 17201, as it is a “corporation[], firm[], partnership[], joint stock compan[y], association[],  
and other organization[] of persons.”



1           98. Fashion Nova’s conduct, as alleged herein, has been, and continues to be, unfair,  
2 and harmful to Plaintiff and to the general public. Plaintiff has suffered injury in fact and has lost  
3 money as a result of Fashion Nova’s unfair business practices. Plaintiff seeks to enforce important  
4 rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

5           99. Fashion Nova violated Section 17200 of the California Business & Professions  
6 Code by engaging in unfair, deceptive, untrue, or misleading advertising on its website which has  
7 adversely affected Plaintiff.

8           100. Fashion Nova has violated, and continues to violate, the “unlawful” prong of  
9 Section 17200 by engaging in the following unlawful business acts and practices:

10           a. disseminating untrue and misleading advertisements over the internet by  
11 advertising false reference prices, false discounts, and fake limited-time sales, in violation of  
12 California Business & Professions Code section 17500;

13           b. advertising strikethrough prices of products which do not reflect the  
14 prevailing market prices for the products in question within the three months immediately  
15 preceding publication of the advertisement without stating clearly, exactly, and conspicuously  
16 when the alleged former price did prevail, in violation of California Business & Professions Code  
17 section 17501;

18           c. by representing that products offered for sale on its website have  
19 characteristics or benefits which they do not have in violation of California Civil Code section  
20 1770(a)(5);

21           d. by advertising products on its website with intent not to sell them as  
22 advertised, in violation of California Civil Code section 1770(a)(9);

23           e. making false or misleading statements of fact concerning the reasons for,  
24 existence of, or amounts of price reductions as to products sold on its website, in violation of  
25 California Civil Code section 1770(a)(13); and

26           f. representing that products sold on its website were supplied in accordance  
27 with its previous representations when in fact they were not, in violation of California Civil Code  
28 section 1770(a)(16).

1           101. Fashion Nova has violated, and continues to violate, the “fraudulent prong” of the  
2 UCL by engaging in the following fraudulent business acts and practices:

3           a. using misrepresentations, deception, and/or concealment of material  
4 information in connection with the regular price and market value of products sold on Fashion  
5 Nova’s website, such that Plaintiff and the general public were likely to be deceived;

6           b. advertising reference prices, discounts, and limited time sales that are false,  
7 misleading, and/or have a capacity, likelihood, or tendency to deceive Plaintiff and the general  
8 public; and

9           c. failing to provide Plaintiff with information as to when, if ever, the  
10 strikethrough prices displayed on Fashion Nova’s website were bona fide regular prices.

11           102. Fashion Nova has violated, and continues to violate, the “unfair” prong of the  
12 UCL by engaging in the following unfair business acts and practices:

13           a. engaging in false reference pricing in connection with the sale of products  
14 on its website such that Plaintiffs and the general public who could not have reasonably avoided  
15 such predatory schemes have been substantially injured—a practice that serves no benefit to  
16 consumers or competition;

17           b. engaging in false reference pricing whereby the harm to consumers,  
18 competition, and the public far outweighs any utility of the practice, which only serves to give  
19 Fashion Nova an unfair advantage over other online fashion retailers; and

20           c. engaging in false and misleading advertising in contravention of public  
21 policy, including such public policy as reflected in California Business & Professions Code  
22 section 17501, and California Civil Code section 1770(a)(13).

23           103. Plaintiff brings this cause of action for public injunctive relief pursuant to  
24 California Business & Professions Code section 17203. Fashion Nova’s violations of Section  
25 17200 are ongoing because it continues to advertise strikethrough prices that do not reflect the  
26 prevailing market prices for the products in question within the three months immediately  
27 preceding publication of the advertisement without stating clearly, exactly, and conspicuously  
28 when the alleged former price did prevail. Unless restrained by this Court, Fashion Nova will

1 continue to violate Section 17200, as alleged above. Accordingly, Plaintiff seeks an injunction  
2 enjoining Fashion Nova from continuing to violate Section 17200; an award of attorneys' fees  
3 pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an  
4 award of costs.

5 **THIRD CAUSE OF ACTION**  
6 **Violation of California Business & Professions Code § 17500**  
7 **(False Advertising – Injunctive Relief Only)**

8 104. Plaintiff incorporates by reference the allegations contained in each and every  
9 paragraph of this Complaint.

10 105. Fashion Nova has violated, and continues to violate, Section 17500 of the  
11 California Business and Professions Code by disseminating untrue and misleading  
12 advertisements over the internet to Plaintiff.

13 106. Fashion Nova disseminated untrue and misleading advertisements by advertising  
14 false reference prices, false discounts, and fake limited-time sales with respect to its apparel,  
15 shoes, accessories, and other related items offered for sale on its website.

16 107. Fashion Nova disseminated such untrue and misleading advertisements with the  
17 intent to induce Plaintiff and the consumer public to purchase products on its website.

18 108. Fashion Nova knew, or by the exercise of reasonable care should have known,  
19 that the false reference prices, false discounts, and fake limited-time sales were untrue or  
20 misleading.

21 109. Fashion Nova fraudulently concealed from, and intentionally failed to disclose to  
22 Plaintiff and the consumer public the truth about the false reference prices, false discounts, and  
23 fake limited-time sales. Specifically, Fashion Nova failed to inform Plaintiff that (i) the  
24 advertised reference prices did not reflect bona fide regular prices—*i.e.*, the price at which  
25 Fashion Nova actually sold their apparel, shoes, accessories, and other related items for a  
26 reasonably substantial period of time; (ii) the advertised discounts were not based on bona fide  
27 regular prices; and (iii) the advertised limited-time sales were not so limited in time.

28 110. Plaintiff reasonably relied on Fashion Nova's representations and/or omissions  
made in connection with the advertised reference prices, discounts, and limited-time sales, and

1 was induced to purchase Fashion Nova’s products based on the belief that she was receiving a  
2 substantial discount on products valued at more than what she actually received, and that the  
3 discount would be available only for a limited time.

4 111. Fashion Nova’s representations and/or omissions made in connection with its  
5 reference prices, discounts, and limited-time sales were likely to deceive reasonable consumers by  
6 obfuscating the true value of Fashion Nova’s apparel, shoes, accessories, and other related items.

7 112. Had Plaintiff known that the reference prices were false and artificially inflated,  
8 she would not have purchased products from Fashion Nova or would have paid less for them.

9 113. As a direct and proximate result of Fashion Nova’s untrue and misleading  
10 advertising, Fashion Nova has improperly acquired money from Plaintiff.

11 114. Plaintiff brings this cause of action for public injunctive relief pursuant to Section  
12 17535 of the California Business and Professions Code. Fashion Nova’s violations of Section  
13 17500 are ongoing because it continues to advertise false reference prices, false discounts, and  
14 fake limited time sales to Plaintiff and the public at large. Unless restrained by this Court, Fashion  
15 Nova will continue to engage in untrue and misleading advertising, as alleged above, in violation  
16 of Section 17500. Accordingly, Plaintiff seeks an injunction enjoining Fashion Nova from  
17 continuing to violate Section 17500; an award of attorneys’ fees pursuant to California Code of  
18 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

19 **FOURTH CAUSE OF ACTION**  
20 **Violation of California Business & Professions Code § 17501**  
21 **(False Advertising - Injunctive Relief Only)**

22 115. Plaintiff incorporates by reference the allegations contained in each and every  
23 paragraph of this Complaint.

24 116. Fashion Nova has violated, and continues to violate, Section 17501 of the  
25 California Business & Professions Code by advertising on its website false former prices, as that  
26 term is defined in Section 1301, title 4, California Code of Regulations.

27 117. Fashion Nova advertises former prices on its website by displaying prices using  
28 strikethrough typeface (*e.g.*, \$24.99), and/or displaying discounts using words and phrases such  
as “50% Off EVERYTHING! Prices As Marked,” and “EXTENDED! Don’t miss 50-85% off

1 EVERYTHING!”

2 118. The former prices advertised by Fashion Nova (i) do not reflect the prevailing  
3 market prices for the products in question within the three months immediately preceding  
4 publication of the advertisement, (ii) were not offered by Fashion Nova on a bona fide basis for  
5 a majority of the days the products were offered for sale during the three-month period  
6 immediately preceding publication of the advertisement, and/or (iii) were never offered by  
7 Fashion Nova on a bona fide basis.

8 119. Fashion Nova’s former price advertisements do not state clearly, exactly, and  
9 conspicuously when, if ever, the former prices prevailed. In fact, Fashion Nova’s former price  
10 advertisements provide no indication whether or to what extent the former prices advertised on  
11 its website were offered on a bona fide basis. Instead, Fashion Nova deliberately misleads  
12 customers by representing that the advertised discounts are part of a limited time sale.

13 120. The relevant “market” for the purpose of applying Section 17501 consists of offers  
14 made on Fashion Nova’s website because: (i) all of the advertisements at issue concern Fashion  
15 Nova products, manufactured by Fashion Nova, and offered for sale on Fashion Nova’s website,  
16 (ii) Fashion Nova states presents the advertised discounts on its website with a strikethrough font;  
17 (iii) Fashion Nova intends its representations relating to former prices and discounts to refer to  
18 its own former website prices as its website is the only website on which such items are sold; and  
19 (iv) Plaintiff reasonably interpreted Fashion Nova’s former price advertisements to refer to  
20 Fashion Nova’s former website prices.

21 121. Fashion Nova violated, and continues to violate, Section 17501 with actual or  
22 constructive knowledge that its former price advertisements are untrue or misleading.

23 122. Fashion Nova violated, and continues to violate, Section 17501 to induce Plaintiff  
24 and the consumer public to make purchases on its website based on the false impression they are  
25 receiving a substantial discount on a product valued at more than what they actually received.

26 123. Plaintiff reasonably relied on Fashion Nova’s representations and/or omissions  
27 made in violation of Section 17501 and was thereby induced to pay more for Fashion Nova’s  
28 products and make purchases she would not have otherwise made.



1 will prevent Fashion Nova from continuing to ignore their legal obligations and consumers' legal  
2 rights and prevent future injury to the general public. Plaintiff further seeks an award of  
3 attorneys' fees and costs under California's Code of Civil Procedure section 1021.5.

4 **PRAYER FOR RELIEF**

5 131. Plaintiff requests the Court enter judgment against Fashion Nova, as follows:

6 132. A declaration requiring Fashion Nova to comply with the various provisions of  
7 the CLRA and UCL alleged herein;

8 133. An order granting public injunctive and declaratory relief to remedy Fashion  
9 Nova's violations of California law, including but not limited to an order declaring the parties'  
10 respective legal rights and obligations and enjoining Fashion Nova from continuing their  
11 unlawful and unfair business practices;

12 134. An award of attorneys' fees and costs, as permitted by law;

13 135. An award of attorneys' fees and costs pursuant to California Code of Civil  
14 Procedure section 1021.5; and

15 136. Leave to amend the Complaint to conform to the evidence produced at trial.

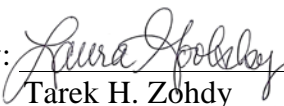
16 **DEMAND FOR JURY TRIAL**

17 Plaintiff hereby demands a trial by jury of any and all issues in this action so triable.

18  
19 Dated: May 30, 2023

Respectfully submitted,

CAPSTONE LAW APC

20  
21  
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