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9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**  
11 **WESTERN DIVISION**

12 LIGIA NEGREANU, individually and on  
13 behalf of all those similarly situated,

14 Plaintiffs,

15 v.

16 REVOLVE GROUP, INC., ALLIANCE  
17 APPAREL GROUP, INC. EMINENT, INC.,  
18 d/b/a REVOLVE CLOTHING, FWRD, LLC,  
19 CINDY MELLO, TIKA CAMAJ, and  
20 NIENKE JANSZ,

21 Defendants.

Case No.: 2:25-cv-3186

**CLASS ACTION**

**JURY TRIAL DEMANDED**

22 **CLASS ACTION COMPLAINT**

23 Plaintiff, LIGIA NEGREANU (“Plaintiff”), on behalf of herself and all those similarly  
24 situated, brings this Class Action Complaint against REVOLVE GROUP, INC., ALLIANCE  
25 APPAREL GROUP, INC. EMINENT, INC., d/b/a REVOLVE CLOTHING, FWRD, LLC., CINDY  
26 MELLO, TIKA CAMAJ, and NIENKE JANSZ, alleging as follows:  
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**INTRODUCTION**

1  
2 1. With millions of users all over the United States, in the last seven years, social media  
3 became the place to be. Due to mostly unregulated activity, it quickly grabbed the attention of those  
4 perpetrating “get rich quick” scams and other illegal behavior.

5 2. REVOLVE was founded in 2012, with the vision of leveraging digital channels and  
6 technology to transform the shopping experience.<sup>1</sup>

7 3. Revolve claims that through a history of mutually beneficial partnerships,  
8 buzzworthy social events, and recognized leadership position to have become a partner of choice  
9 for influencers worldwide, leading to a significant competitive advantage.

10 4. In fact, for many years, Revolve used its position, payments and free merchandise to  
11 entice influencers to endorse and promote its products while failing to disclose any material  
12 relationship with the brand.

13 5. This action is arising from the deceptive, unfair and misleading promotion of products  
14 sold by Revolve in the states of Florida, California, and throughout the United States.

15 6. This is a nationwide class action seeking monetary damages, restitution, injunctive and  
16 declaratory relief from Defendants REVOLVE GROUP, INC., ALLIANCE APPAREL GROUP,  
17 INC. EMINENT, INC., d/b/a REVOLVE CLOTHING, FWRD, LLC (collectively “REVOLVE”),  
18 and so-called “Influencers” illegally promoting REVOLVE on social media: CINDY MELLO, TIKA  
19 CAMAJ, and NIENKE JANSZ (together “Influencers”).

20 7. During the Class Period (defined below), the Influencers misrepresented the material  
21 connection they have with REVOLVE by endorsing REVOLVE without disclosing the fact that they  
22 were compensated for doing it, a practice that is highly unfair and deceptive.

23 8. Relying on the undisclosed endorsements and misleading advertising, Plaintiff and the  
24 Class Members (defined below) purchased products from REVOLVE and paid a premium, while the  
25 REVOLVE products proved to be of a lower value than the price paid. The difference in price can be  
26 attributed exclusively to the undisclosed endorsements.

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28 \_\_\_\_\_  
<sup>1</sup> <https://www.revolve.com/aboutus> (last visited Feb. 25, 2025)

1 9. REVOLVE products are sold mostly online, many, if not all REVOLVE's clients  
2 during the class period being social media users exposed to undisclosed advertising.

3 10. In in order to artificially inflate the prices for the REVOLVE products, both  
4 REVOLVE and the Influencers devised a scheme in which the Influencers will endorse REVOLVE  
5 products by tagging or recommending such products and the REVOLVE website, pretending they are  
6 disinterested consumers.

7  
8 **JURISDICTION AND VENUE**

9 11. This is a national class action, including every purchaser of REVOLVE Products in  
10 the United States.

11 12. Revolve revenue was \$1.1 billion in 2023, a good part of which can be directly  
12 attributed to the undisclosed endorsements on social media. REVOLVE's gross margin in 2023 was  
13 of 52%, with 79% of net sales at full price<sup>2</sup>. Therefore, the estimated damages in this case are of at  
14 least US\$ 50,000,000.

15 13. The National Class is comprised of at least one million people who purchased products  
16 from REVOLVE during the Class Period (defined below).

17 14. This Court has jurisdiction over this matter under the Class Action Fairness Act, 28  
18 U.S.C. § 1332(d), because this is a proposed class action in which: 1) there are at least 100 class  
19 members; 2) the combined claims of Class Members exceed \$5,000,000, exclusive of interest,  
20 attorneys' fees, and costs; and 3) Defendants and Class Members are citizens of different states.

21 15. The Court also has jurisdiction pursuant to 28 U.S.C. § 1367 over the Plaintiffs' related  
22 state law claims.

23 16. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1) because REVOLVE is  
24 headquartered in Cerritos, Los Angeles County, California.

25  
26 **NATURE OF THE ACTION**

27 17. Plaintiff, Ligia Negreanu, on behalf of herself and all those similarly situated Class  
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<sup>2</sup> See <https://investors.revolve.com/overview/> (last visited on Feb 25, 2025).

1 Members seeks damages, declaratory judgment, permanent injunctive relief, disgorgement of ill-  
2 gotten monies, attorney’s fees and costs, and other relief from Defendants REVOLVE GROUP, INC.,  
3 ALLIANCE APPAREL GROUP, INC. EMINENT, INC., d/b/a REVOLVE CLOTHING, FWRD,  
4 LLC., TIKA CAMAJ, NIENKE JANSZ, and CINDY MELLO, for unjust enrichment, fraud,  
5 negligent misrepresentation, violations of the FTC Act, 15 U.S.C. § 45(a), and, therefore, violations  
6 of the state laws, violation Florida Deceptive Trade Practices Act, violation of California Unfair  
7 Competition Law, violation of California False Advertising Law, violations of California’s  
8 Consumers Legal Remedies Act as well as violations of consumer protection statutes in Colorado,  
9 Connecticut, Delaware, District of Columbia, Hawaii, Idaho, Illinois, Iowa, Kansas, Louisiana,  
10 Michigan, Minnesota, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New  
11 York, Oklahoma, South Carolina, Tennessee, Vermont, Washington, and Wisconsin.

12 **THE PARTIES**

13 18. Plaintiff, Ligia Negreanu (“Negreanu”), is a citizen of Florida who resides in  
14 Hillsborough County, FL and is otherwise *sui juris*. Plaintiff brings this action on her behalf and on  
15 behalf of all other persons similarly situated class members.

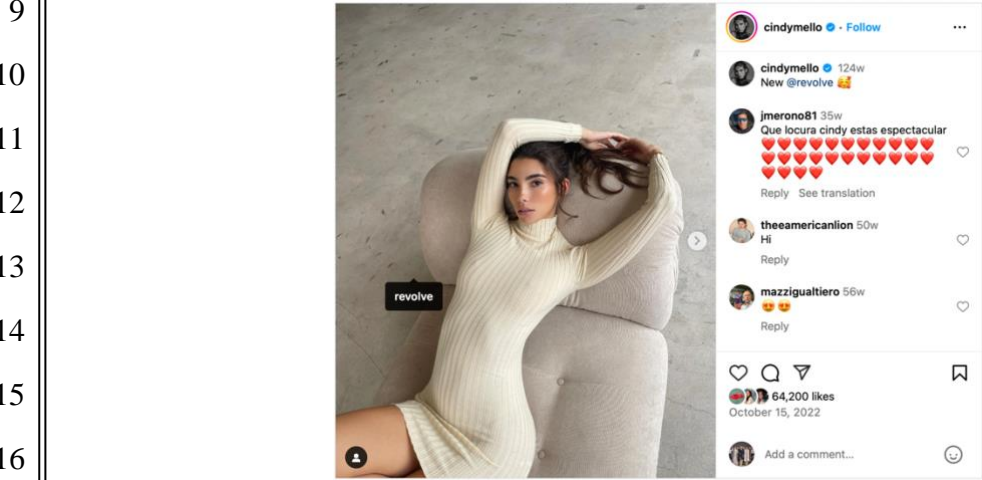
16 19. Defendant REVOLVE was originally formed as Advance Holdings, LLC in December  
17 2012 as a Delaware limited liability company. In October 2018, it changed its name to Revolve Group,  
18 LLC. In connection with its initial public offering, or IPO, on June 6, 2019, Revolve Group, LLC  
19 converted into a Delaware corporation pursuant to a statutory conversion and changed its name to  
20 Revolve Group, Inc. so that the top-tier entity in its corporate structure was a corporation rather than  
21 a limited liability company. REVOLVE’s principal executive offices are located at 12889 Moore  
22 Street, Cerritos, California 90703<sup>3</sup>.

23 20. REVOLVE owns a number of brands that it is promoting on social media together  
24 with its main handle. The brands in REVOLVE portfolio are: Anna Natta, Assignment, Camila  
25 Coelho (@camilacoelhocollection), DUNDAS X REVOLVE, Eaves, FWRD (@fwrdr) GRLFRND,  
26 h:ours, Helsa (@helsastudio), House of Harlow 1960, L’Academie, Lovers + Friends, Lovewave,  
27

28 <sup>3</sup> 2019 Revolve Annual Report, available at  
[https://s203.q4cdn.com/458606031/files/doc\\_financials/2019/ar/REVOLVE-2019-Annual-Report.pdf](https://s203.q4cdn.com/458606031/files/doc_financials/2019/ar/REVOLVE-2019-Annual-Report.pdf)

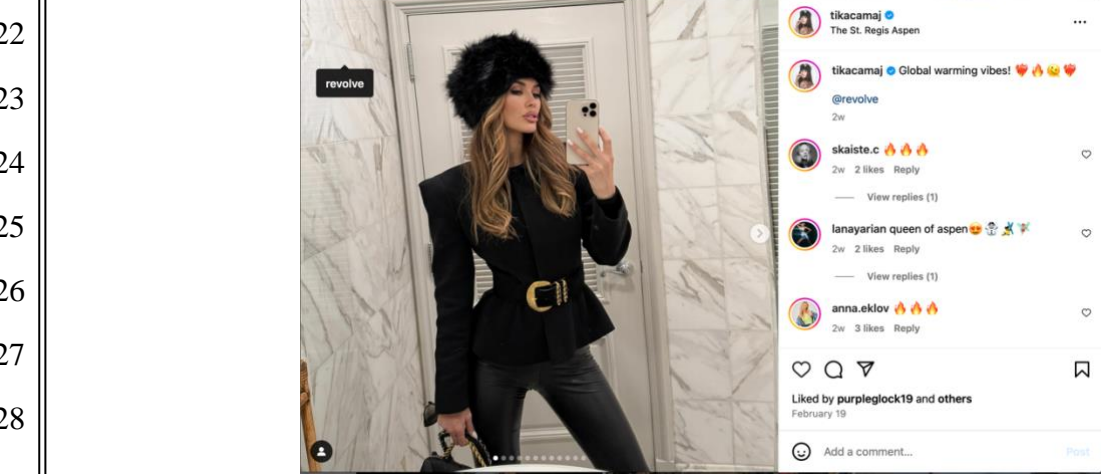
1 LPA, Majorelle, Michael Costello x REVOLVE, More to Come, NBD, Privacy Please (@privacypls),  
2 RAYE, REMI x REVOLVE, SIXTHREESEVEN, Song of Style, Superdown (@superdown), Tell  
3 Your Friends, Tularosa (@tularosalabel), Weekend Stories (@weekendstories), WellBeing +  
4 BeingWell (@wellbeingbrand)

5 21. Defendant CINDY BORGES CORREIA DE MELLO a/k/a CINDY MELLO  
6 (“Mello”), is a citizen of California who resides in Los Angeles County and is otherwise *sui juris*.  
7 Mello is transacting business in California, Florida and nationwide over the internet and actively  
8 soliciting business in California, Florida and nationwide. Mello’s Instagram handle is @cindymello.



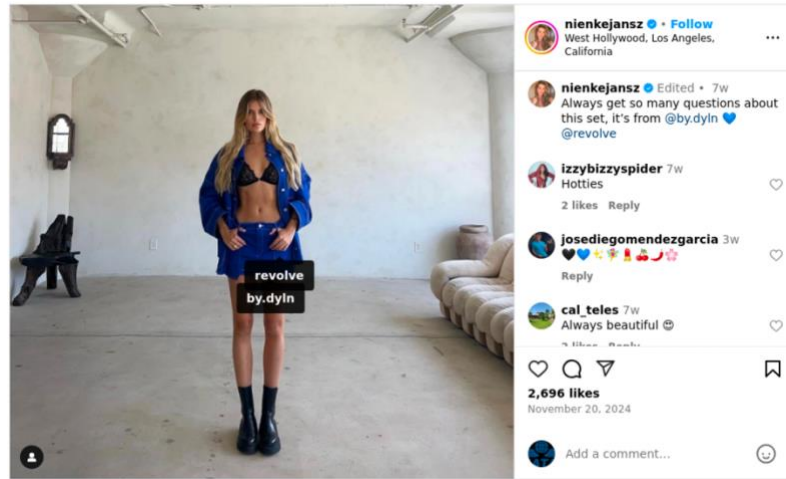
17 Source: <https://www.instagram.com/cindymello/>

18 22. Defendant TIKA CAMAJ (“Camaj”), is a citizen of California who resides in Los  
19 Angeles County and is otherwise *sui juris*. Camaj is transacting business in California, Florida and  
20 nationwide over the internet and actively soliciting business in California, Florida and nationwide.  
21 Camaj’s Instagram handle is @tikacamaj.



1 Source: <https://www.instagram.com/tikacamaj/>

2 23. Defendant NIENKE JANSZ (“Jansz”) is a citizen of Florida who resides in Palm  
3 Beach County and is otherwise *sui juris*. Jansz is transacting business in California, Florida, and  
4 nationwide over the internet and actively soliciting business in California, Florida, and nationwide.  
5 Jansz’s Instagram handle is @nienkejansz



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13 Source: <https://www.instagram.com/nienkejansz/>

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15 **STATEMENT OF FACTS**

16 24. Social media emerged in the last years as a main source of information and  
17 communication<sup>4</sup> for billions of users.

18 25. There were an estimated 159 million Instagram users in the United States in 2022<sup>5</sup>,  
19 while in 2021 the platform engaged over 2 billion monthly users<sup>6</sup>.

20 26. In 2025, with over 178.2 million monthly active users, Facebook (part of Meta)  
21 continues to dominate the US social media landscape. However, it faces strong competition from  
22 another Meta platform, Instagram (143.2 million in the United States) and TikTok (112.4 million  
23

24  
25 <sup>4</sup> Fink, T., 2021. *Drivers of User Engagement in Influencer Branding*. [S.l.]: Springer Fachmedien  
Wiesbaden, p.2.

26 <sup>5</sup> Statista. 2021. *Leading countries based on Instagram audience size as of October 2021*:  
<http://www.statista.com/statistics/578364/countries-with-most-instagram-users/> (last visited Oct 28, 2022).

27 <sup>6</sup> Rodriguez, S., 2021. *Instagram surpasses 2 billion monthly users while powering through a year of*  
28 *turmoil*, <https://www.cnbc.com/2021/12/14/instagram-surpasses-2-billion-monthly-users.html> (last visited  
Oct 28, 2022).

1 users). Other platforms like Snapchat (92.8 million users), Pinterest (85.4 million), and LinkedIn  
2 (80.7 million) are also carving out significant niches.<sup>7</sup>

3 27. In the last ten years, social media has become one of the most popular ways to  
4 influence consumer behavior online.

5 28. For example, since 2017, Instagram has grown tremendously, adding 100 million users  
6 every few months<sup>8</sup>. Around seven-in-ten Americans ages 18 to 29 (71%) say they use Instagram.<sup>9</sup>

7 29. Researchers found that social media influencer endorsement tends to be more effective  
8 than traditional celebrity endorsement by being more cost-effective, generating higher user  
9 engagement, and capitalizing on the power and influence of social media influencers over  
10 consumers.<sup>10</sup>

11 30. Given the enormous reach of the social media platforms, and in an effort to curb online  
12 behavior that ignores the law and uses the lack of enforcement as an excuse for violating laws across  
13 jurisdiction, the FTC has published several times guidelines for influencers regarding proper  
14 advertising practices<sup>11</sup>, interpreting the FTC Act.

15 31. Indeed, the rapid growth of social media platforms, including Instagram, allowed for  
16 lack of regulation and oversight.

17 32. Some 80% of social media users said they were concerned about advertisers and  
18 businesses accessing the data they share on social media platforms, and 64% said the government  
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21 <sup>7</sup> <https://www.ignitesocialmedia.com/social-networks/the-most-popular-social-media-platforms-of-2025/>  
22 (last visited Mar. 12, 2025)

23 <sup>8</sup> Farhad Manjoo, *Why Instagram Is Becoming Facebook's Next Facebook* The New York Times, April  
24 26, 2017, [https://www.nytimes.com/2017/04/26/technology/why-instagram-is-becoming-facebooks-next-  
facebook.html](https://www.nytimes.com/2017/04/26/technology/why-instagram-is-becoming-facebooks-next-facebook.html) (last visited Oct 28, 2022).

25 <sup>9</sup> Schaeffer, K., 2022. *7 Facts About Americans and Instagram*. Pew Research Center.  
<https://pewrsr.ch/3FqryHE> (last visited Feb 11, 2022).

26 <sup>10</sup> Shengnan Ren, Sahar Karimi, Alberto Bravo Velázquez, Jianfeng Cai, 2023. Endorsement effectiveness of  
27 different social media influencers: The moderating effect of brand competence and warmth, *Journal of  
Business Research*, Volume 156.

28 <sup>11</sup> Federal Trade Commission. 2019. *Disclosures 101 for Social Media Influencers*. Available at:  
[https://www.ftc.gov/system/files/documents/plain-language/1001a-influencer-guide-508\\_1.pdf](https://www.ftc.gov/system/files/documents/plain-language/1001a-influencer-guide-508_1.pdf) (last visited  
Oct 28, 2022).

1 should do more to regulate advertisers<sup>12</sup>.

2 33. This is because some unscrupulous “influencers” are acting as advertisers for hire,  
3 making it a habit of posting fake reviews for sponsored products or failing to disclose the fact that  
4 they were paid to use specific products in the content they create and display on their profile. As such,  
5 they are endorsing products without disclosing the material connections with the advertiser. More  
6 than often, these “influencers” would advertise everything from alcohol to cannabinoids, from  
7 political ideas to illegal giveaways, as long as they are paid the high prices, the luxurious merchandise  
8 and expensive trips they are demanding.

10 34. Revolve decided to use the lack of regulation to its benefit. Revolve pride itself with  
11 using “cost-effectively” the social media platforms as marketing tools:

12 “We [...] maintain relationships with **thousands of social media influencers** and engage in  
13 sponsorship initiatives. As existing eCommerce and social media platforms continue to  
14 rapidly evolve and new platforms develop, and as customer behavior and preferences evolve,  
15 we must continue to adapt to maintain an effective and authentic presence on these platforms  
16 and establish presences on new or emerging popular social media platforms. If we are unable  
17 to **cost-effectively use social media platforms** as marketing tools and effectively engage with  
18 our customers, our ability to maintain and acquire customers and our financial condition may  
19 suffer.”

20 “Furthermore, as laws and regulations and public opinion rapidly evolve to govern the use of  
21 social media platforms, our ability to use certain platforms, including TikTok in particular,  
22 as marketing tools may become limited, restricted or more expensive or complicated, which  
23 could adversely impact our business and operating results. **The failure by us**, our  
24 employees, **our network of social media influencers**, our sponsors or third parties acting at  
25 our direction **to abide by applicable laws and regulations** in the use of social media  
26 platforms or otherwise, including intellectual property laws and tax reporting and  
27 compliance requirements, **could subject us to** regulatory investigations, **class action**  
28 **lawsuits**, liability, taxes, fines or other penalties and have a material adverse effect on our  
29 business, financial condition and operating results.”

REVOLVE, 2023 Annual Report (emphasis added)

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<sup>12</sup> Raine, L., 2022. *Americans’ complicated feelings about social media in an era of privacy concerns*.  
<http://www.pewresearch.org/fact-tank/2018/03/27/americans-complicated-feelings-about-social-media-in-an-era-of-privacy-concerns/> (last visited Feb. 15, 2022).



1 35. According to this business model, thousands of influencers enrolled in REVOLVE  
2 brand ambassador program<sup>13</sup> will wear various products available on REVOLVE website including  
3 REVOLVE-owned brands and emphasize this fact to their followers, effectively endorsing such  
4 products, while being properly compensated, without disclosing any material relationship with any  
5 REVOLVE entity.

6 36. It is undisputed that endorsements (especially the undisclosed ones) increase sales for  
7 the brand in a “**cost-effective**” manner as it is more likely the consumer buy products that were  
8 referred to them, than products that were advertised to them. Revolve recognizes that the influencers  
9 generate “consumer appeal and **credibility**” for its owned brands and for the Revolve websites in  
10 general<sup>14</sup>.

11 37. The marketing and sales strategy and the misleading claims above were developed by  
12 REVOLVE in California and implemented at the direction of its staff located in California. Also,  
13 REVOLVE warrants, and oversees regulatory compliance and product distribution from California.  
14

15 38. Plaintiffs and Class Members purchase such products at inflated prices, exclusively  
16 because of the way the REVOLVE products are advertised on social media and the misleading content  
17 of the advertisement.

18 39. Ligia Negreanu purchased products online from REVOLVE in 2025 as a result of the  
19 brand being endorsed by influencers, including the Defendants in this case.

20 40. Other influencers advertising Revolve without disclosing material connections are:  
21 Adaleta Avdic (@adaatude), Adrianna Christina (@adrianna.christina), Alicia Neuman  
22 (@fit.and.styled), Sandy Cheeks (@sandeecheeks), Alexis Castillo (@alexiistherese), Alma Galvan  
23 (@g.alma), Amanda Vance (@amandacaseyvance), Anastasia Neronova (@anastasiia.ia), Ann Wynn  
24 (@ann.wynn), Ashley Chloe (@ashley\_chloe), Ashley Flores (@ashleyfloresfit), Ashley Smouter  
25

26  
27 <sup>13</sup> [https://s203.q4cdn.com/458606031/files/doc\\_financials/2023/ar/revolve-2023-annual-report.pdf](https://s203.q4cdn.com/458606031/files/doc_financials/2023/ar/revolve-2023-annual-report.pdf)

28 <sup>14</sup> *Id.* (“The broad reach of our social media–driven marketing and events generates consumer appeal and **credibility** for our owned brands, expanding our reach and driving incremental traffic to our sites) (emphasis added).

1 (@ashleysmouter), Audrey Bradford (@dreybradford), Barbara Blank (@thebarbieblank), Bree  
2 Kleintop (@breekleintop), Brianna Nicole (@briannanicolexoxo), Brook Lily Brazelton  
3 (@brooklilybrazelton), Camila Bravo (@kamilabravo), Chelcie May (@chelciemay), Chelsea  
4 Owens (@chelsea\_owens), Cherrie Lynn (@cherrielynn), Chiara Sampaio (@chiarasampaio),  
5 Christine Burke (@christineburkee), Cindy Limon (@cindylimon), Corey Struve-Talbott  
6 (@coreyaltalbott), Corinne Olympios (@colympios), Cristal Garcia (@cp\_g), Daniella Beckerman  
7 (@daniellabeckerman), Elizabeth Elias (@elizabethelias), Ellery Lee (@elleisalwayswhere), Emilia  
8 Taneva (@bubbly.moments), Emily Pemberton (@empemb), Emily Sears (@emilysears), Grace  
9 White (@a\_southerndrawl), Gretchen Geraghty (@gretchengeraghty), Janelle Coco (@cocojanelle\_),  
10 Jenn Jackson (@jennjakson), Jennifer Lauren (@jenniferxlauren), Jessica Bailey (@jesstrowiton\_),  
11 Julie Sarinana (@sincerelyjules), Kayla Dang (@kaylarg\_), Kristin Floyd (@kristinfloyd95), Laura  
12 Reynoso (@spanglisnfashion), Lisa Hochstein (@lisahochstein), Maddie Perry (@meddieperry),  
13 Natasha Kojic (@natashakeymusic), Pau Dictado (@paudictado), Rachel Vogt (@rachelvogttrends),  
14 Raquel Rojas (@rachirojas), Sara Rothenhausler (@rothglam), Taylor Monaco  
15 (@taylorambermonaco), Urszula Makowska (@urszulala), Vanessa Villela (@vannevillela), Yaritza  
16 Medina (@yaritzamdina), just to name a few.

### 17 THE INFLUENCERS

18 41. Despite being compensated for endorsing the brand by wearing REVOLVE products  
19 and endorsing the products on social media, none of the Influencers use the “paid partnership” label  
20 suggested by the FTC and Meta (parent company of Instagram). Some of the influencers provide a  
21 buried small disclosure so it would be almost impossible for a social media user to discern the fact  
22 that the post was sponsored.

23 42. Therefore, the Influencers fail to be compliant with the FTC Act as interpreted by the  
24 FTC found in 16 C.F.R. § 255.5 and the FTC guidelines regarding advertising on social media.<sup>15</sup>

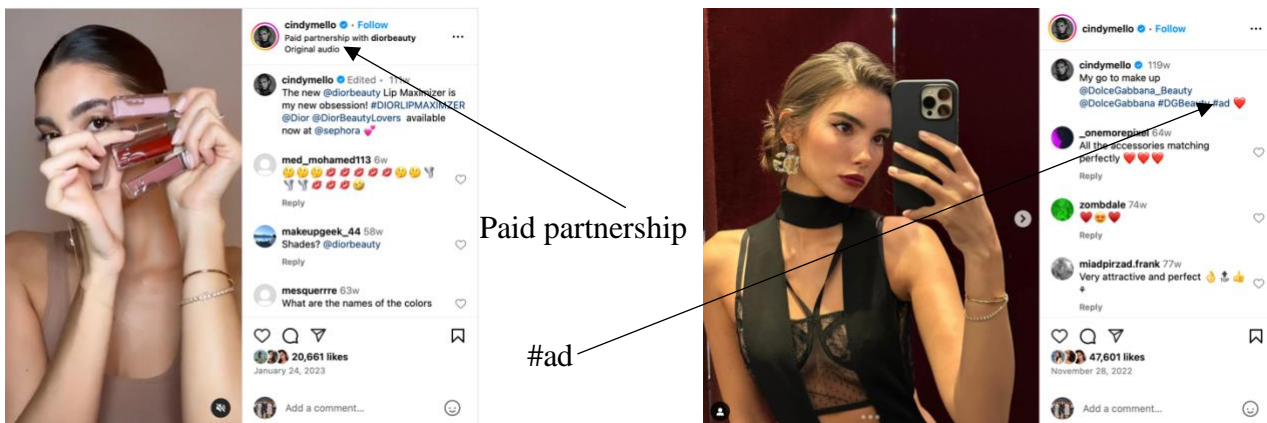
25 43. In fact, the Influencers are familiar with the FTC guidelines and properly display the  
26 required disclosures when the brands are not willing to pay for them to disguise the advertising.

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<sup>15</sup> Federal Trade Commission, *supra* note 7.

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Source: <https://www.instagram.com/cindymello/>

44. While Revolve is also familiar with the law and the FTC interpretation of the law, it chooses not to impose disclosure requirements on the influencers, assuming the risk of being fined or being forced to alter their illegal practices:

“[A]n increase in the use of social media for product promotion and marketing may increase the risk that such content could contain problematic product or marketing claims in violation of applicable regulations. For example, in some cases, the Federal Trade Commission, or the FTC, has sought enforcement action where **an endorsement has failed to clearly and conspicuously disclose a financial relationship or material connection between an influencer and an advertiser**. We do not prescribe what our influencers post and if we were held responsible for the content of their posts or their actions, we could be fined or forced to alter our practices, which could have an adverse impact on our business.”<sup>16</sup>

Revolve 2023 Annual Report, <https://investors.revolve.com/financials/annual-reports/default.aspx>

45. Plaintiff is “following” all the Influencers on social media. Plaintiff’s decision to purchase REVOLVE products and pay a premium for them was determined by the Influencers she followed, specifically by the Defendants in this case and the fact that they endorsed REVOLVE products.

46. Plaintiff would not have purchased the products if she knew that the Influencers were compensated to endorse REVOLVE, that the Influencers did not pay for the clothes they were wearing, that the Influencers benefited from endorsing the brand, and that the Influencers’ claims were unfair and misleading.

<sup>16</sup> Revolve 2023 Annual Report, available at <https://investors.revolve.com/financials/annual-reports/default.aspx>

1 **THE ADVERTISING**

2 47. Meta, the parent company of Instagram, offers various products that advertisers can  
3 use for commercial use. For example, an advertiser may promote content using a *boosted post* or an  
4 *Instagram ad* for a price paid directly to Meta. Both the *post* and the *ad* are created by the advertiser  
5 that wants to promote a certain message, service, or product. They are clearly marked as advertising  
6 by Instagram.

7 48. The same advertisers can also promote content by directly paying influencers to create  
8 a collaboration post. Influencers can also be paid for ads to be posted on the influencer’s account, as  
9 part of the *grid* (the pictures and videos displayed for a user when accessing or refreshing an account)  
10 or as part of *stories* (short videos that only show for a limited amount of time and, usually, can only  
11 be viewed once). Such collaboration is usually properly disclosed.

12 49. Another way Instagram allows advertisers to use the platform is by sponsoring  
13 independent content generated by the influencers themselves. In this case the influencer should take  
14 advantage of the “paid partnership” label offered by Instagram to show that influencer is being  
15 compensated to generate this content. A “paid partnership” label is also a step in maintaining  
16 compliance with the Federal Trade Commission’s (“FTC”) rules and guidelines and the FTC  
17 interpretation of the FTC Act.

18 50. Since, at times, Instagram algorithms may spot and remove posts where the “paid  
19 partnership” tag is not present, Influencers and REVOLVE are going to great lengths to hide the  
20 nature of their partnership.

21 51. Every time an influencer advertises and endorses a product, such advertisement may  
22 appear in the Instagram *feed* of the Instagram users following the influencer. Also, at times, Instagram  
23 will “suggest” the post to users that are not following the influencer but have similar interests.

24 52. The Influencers are endorsing REVOLVE products in their posts by tagging @revolve  
25 and the other brands owned by REVOLVE.

26 53. An “endorsement” is any “advertising message (including verbal statements,  
27 demonstrations, or depictions of the name, signature, likeness or other identifying personal  
28 characteristics of an individual or the name or seal of an organization) that consumers are likely to

1 believe reflects the opinions, beliefs, findings, or experiences of a party other than the sponsoring  
2 advertiser. The party whose opinions, beliefs, findings, or experience the message appears to reflect  
3 will be called the endorser and may be an individual, group, or institution.” 16 C.F.R. § 255.0(b)

4 54. The FTC has repeatedly made public guidelines for influencers regarding proper  
5 advertising practices, publishing a plain language interpretation of the FTC Act.

6 55. As interpreted by the FTC, “[c]ompanies that use deceptive endorsements and reviews  
7 inflict an injurious double whammy. They harm consumers with misleading tactics that subvert their  
8 choices at check-out. And they take business away from honest competitors that work hard to comply  
9 with the law.”<sup>17</sup>

10 56. In a recent report the National Advertising Division of the Better Business Bureau  
11 “recommended that Revolve take steps to ensure that its influencers’ posts make clear the influencers’  
12 material connection to the brand and noted that Revolve should consult the FTC Endorsement Guides  
13 as a resource for clear and conspicuous disclosures<sup>18</sup>”.

14 57. By endorsing REVOLVE products without regards to the disclosure requirements, the  
15 Influencers are in violation of 15 U.S.C. § 45(a) and, as such, their actions are in violation of the  
16 “little FTC Acts” enacted in Florida, and California as well as Colorado, Connecticut, Delaware,  
17 District of Columbia, Hawaii, Idaho, Illinois, Iowa, Kansas, Louisiana, Michigan, Minnesota,  
18 Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, Oklahoma,  
19 South Carolina, Tennessee, Vermont, Washington, and Wisconsin.

20 58. By allowing the influencers to advertise its products without making the proper  
21 disclosures, REVOLVE is in violation of of 15 U.S.C. § 45(a) and therefore in violation of the “little  
22 FTC Acts” enacted in California, Colorado, Connecticut, Delaware, District of Columbia, Florida,  
23 Hawaii, Idaho, Illinois, Iowa, Kansas, Louisiana, Michigan, Minnesota, Montana, Nebraska,

24 \_\_\_\_\_  
25 <sup>17</sup> Ritchie, J.N.& A. *et al.* (2023) *FTC and endorsements: Final revised guides, a proposed new rule, and an*  
26 *updated staff publication*, *FTC.gov*. Available at: <https://www.ftc.gov/business-guidance/blog/2023/06/ftc-endorsements-final-revised-guides-proposed-new-rule-updated-staff-publication> (Accessed: 07 September  
27 2023).

28 <sup>18</sup> Komodo Media, LLC (Advertising by Revolve Group, Inc.), Report #7366, *NAD/CARU Case Reports* (January 2025), <https://bbbprograms.org/media/newsroom/decisions/revolve-group> (last visited March 28, 2025).

1 Nevada, New Hampshire, New Jersey, New Mexico, New York, Oklahoma, South Carolina,  
2 Tennessee, Vermont, Washington, and Wisconsin.

3 **REVOLVE**

4 59. In order to enter the US market, REVOLVE devised a marketing strategy dependent on  
5 the existence of thousands of social media influencers being able to deliver a “cost-effective” but  
6 fundamentally false message to their followers: REVOLVE is their choice for purchasing clothes.

7 60. Revolve is promoting on social media not only its platform for consumer to purchase  
8 clothes, shoes, and beauty products, but it is also promoting its own brands, to the detriment of other  
9 brands on the platform.

10 61. Historically REVOLVE did not have brick-and-mortar stores in the US as it relies  
11 exclusively on online sales, most of which are generated by the undisclosed advertising on social  
12 media. While REVOLVE opened two small stores with a “curated selection from REVOLVE +  
13 FWRD together<sup>19</sup>,” the main source of revenue remains, by far, online sales.

14 62. REVOLVE competition on the retail – platform consists of other similar brand  
15 portfolio managers line a.k.a Brands (A.K.A.), owner of Culture King.

16 63. A.K.A is consistently offering lower prices than REVOLVE. An analysis of similar  
17 products that were offered on both REVOLVE and AKA platforms showed that the prices on AKA  
18 were usually 10-40% less than those on REVOLVE.

19 64. While AKA is also using influencer marketing for its brands, it is a stark difference in  
20 the way both companies work. Culture King (a brand in A.K.A.’s portfolio), for example is asking  
21 the influencers to properly disclose the material relationship with the brand by using the “Paid  
22 Partnership” label and the “#AD” hashtag placed at the beginning of the caption, to comply with the  
23 FTC interpretation of the FTC Act.

24 /

25 /

26 /

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<sup>19</sup> <https://www.revolve.com/content/lp/stores> (last visited March 12, 2025)



Paid partnership

#AD

Instagram post available at: <https://www.instagram.com/nate.t3/reel/DFbd4rORnn/>

65. On the other hand, REVOLVE and the Influencers are hiding the “ad” hashtag at the end of the post, where the user need to press “more” to see it, are hiding a partnership tag in between many other hashtags, run it together with other hashtags, or are omitting altogether any reference of the fact that the endorsement is not the Influencer’s honest opinion, but rather fully compensated advertising.

66. The FTC states that the disclosure should be “difficult to miss.” Also, the disclosure should identify who the sponsor of the post is<sup>20</sup>. None of the disclosures are present in the Influencer’s posts about REVOLVE products.

67. Out of the considerable profits obtained by REVOLVE from this scheme, part of the money is benefitting the Influencers for their indispensable role.

**THE UNDISCLOSED ADVERTISING**

68. While the practice employed by REVOLVE and the Influencers is very profitable (and “cost-effective”), it is, nevertheless, illegal. Federal law, California law, Florida law, and the law of many other states, all prohibit such commercial behavior.

69. Plaintiff saw REVOLVE products being worn or used by the endorsing social media influencers she followed which led to her purchasing products on the REVOLVE website, which proved to be of an inferior quality compared with the premiums she paid for the REVOLVE products.

70. By looking at the posts, prior to making their purchases, Plaintiffs were unable to

<sup>20</sup> <https://www.ftc.gov/enforcement/notices-penalty-offenses/penalty-offenses-concerning-endorsements> (last visited June 25, 2024)

1 discern the fact that those posts were paid posts, rather than organic, honest endorsements by the  
2 Influencers.

3 71. But for the Influencers' endorsement and the misleading advertising claims, Plaintiff  
4 and the Class Members would not have purchased REVOLVE products at the price they paid.

5 72. In deciding to purchase REVOLVE products, Plaintiff and Class Members followed  
6 what they believed to be the honest advice of the Influencers. None of the posts Plaintiff saw  
7 mentioned, as required, that the Influencers are nothing more than paid advertisers for the brand.

8 73. Sometimes Influencers will endorse REVOLVE by simply tagging REVOLVE in their  
9 posts, suggesting that this is their choice for purchasing clothing, footwear and cosmetics.

10 74. Other times the Influencers will specifically indicate that the products purchased on  
11 REVOLVE are their favorite clothing, shoes, or their favorite beauty products.

12 75. This undisclosed advertising has been prevalent on Instagram in the last few years.  
13 Many influencers are advertising REVOLVE products on Instagram, without mentioning even once  
14 that they are compensated to endorse and advertise REVOLVE and keep it quiet.

15 **CLASS ALLEGATIONS**

16 76. Plaintiffs incorporate by reference all previous paragraphs of this Complaint as if fully  
17 re-written herein.

18 77. Plaintiffs assert the counts stated herein as class action claims pursuant to Fed. R. Civ.  
19 P. 23.

20 78. Plaintiffs are filing this lawsuit on behalf of all persons that purchased REVOLVE  
21 products online relying on misleading marketing practices and Influencers from March 12, 2021, to  
22 present ("Class Period").

23 79. Plaintiff Ligia Negreanu is a citizen of Florida and seeks to represent three classes  
24 composed of and defined as follows:

25 a. Nationwide Class: All United States residents that purchased products from  
26 REVOLVE during the class period.

27 b. Florida Subclass: All Florida residents that purchased products from REVOLVE  
28 during the class period.



1 c. Multi-State Subclass: All residents of the following states that purchased products  
2 from REVOLVE during the class period: Colorado, Connecticut, Delaware, District of  
3 Columbia, Hawaii, Idaho, Illinois, Iowa, Kansas, Louisiana, Michigan, Minnesota, Montana,  
4 Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, Oklahoma, South  
5 Carolina, Tennessee, Vermont, Washington, and Wisconsin.

6 The consumer protection statutes of these states are materially identical with Florida’s and  
7 California’s statutes. The respective statutes are: COLO. REV. STAT. § 6-1-102; CONN. GEN.  
8 STAT. § 42-110a; DEL. CODE ANN. tit. 6, § 2511; D.C. CODE ANN. § 28-3901; HAW. REV.  
9 STAT. § 480-1; IDAHO CODE § 48-603; 815 ILL. COMP. STAT. 510/1 (2024); IOWA CODE §  
10 714.16; KAN. STAT. ANN. § 50-623 (2024); LA. STAT. ANN. § 51:1401 (2024); MICH. COMP.  
11 LAWS § 445.903; MINN. STAT. § 325F.69; MONT. CODE ANN. § 30-14-101; NEB. REV. STAT.  
12 § 59-1601 (2024); NEV. REV. STAT. ANN. § 598.0903 (2024); N.H. REV. STAT. ANN. § 358-A:2  
13 (2024); N.J. REV. STAT. § 56:8-2 (2024); N.M. STAT. ANN. § 57-12-2 (2024); N.Y. GEN. BUS.  
14 LAW § 349 (2024); OKLA. STAT. tit. 15, § 751 (2024); S.C. CODE ANN. § 39-5-10; TENN. CODE  
15 ANN. § 47-18-104 (2024); VT. STAT. ANN. tit. 9, § 2453 (2024); WASH. REV. CODE § 19.86.010  
16 (2024); WIS. STAT. § 100.18 (2024).

17 80. Collectively the members of the Nationwide Class and all Subclasses shall be referred  
18 to as “Class Members”

19 81. The classes exclude counsel representing the class, governmental entities, Defendant,  
20 any entity in which Defendant has a controlling interest, Defendant’s officers, directors, affiliates,  
21 legal representatives, employees, co-conspirators, successors, subsidiaries, and assigns, any judicial  
22 officer presiding over this matter, the members of their immediate families and judicial staff, and any  
23 individual whose interests are antagonistic to other putative class members.

24 82. Plaintiff reserves the right to amend or modify the class descriptions with greater  
25 particularity or further division into subclasses or limitation to particular issues.

26 83. This action has been brought and may properly be maintained as a class action under  
27 Federal Rule of Civil Procedure 23 (“Rule 23”) because it is a well-defined community of interest in  
28 the litigation and the class is readily and easily ascertainable.

1 84. Numerosity: At least one million consumers have been injured by Defendants’  
2 deceptive marketing practices, including Plaintiffs. At least one million consumers have purchased  
3 products from REVOLVE and paid a premium for them in reliance on the Defendants’ endorsements.

4 85. Each of the classes represented by Negreanu has at least one thousand members and  
5 the joinder of all members is impracticable.

6 86. Typicality: Plaintiff’s story and their claims are typical for the class and, as the named  
7 Plaintiff, she is aware of other persons in the same situation. Plaintiffs and the members of each class  
8 sustained damages arising out of Defendants’ illegal course of business.

9 87. Commonality: Since the whole class purchased products from REVOLVE and such  
10 products are promoted in the same manner by the Defendants, the questions of law and fact are  
11 common to the class.

12 88. Adequacy: Negreanu will fairly and adequately protect the interests of each class they  
13 represent.

14 89. Superiority: As questions of law and fact that are common to class members  
15 predominate over any questions affecting only individual members, a class action is superior to other  
16 available methods for fairly and efficiently adjudicating this controversy.

17 90. Plaintiff will fairly and adequately represent and protect the interests of the class.  
18 Counsel for Plaintiff and the putative class are experienced and competent in litigating class actions.

19 **VIOLATIONS OF 15 U.S.C. § 45(a)**  
20 **(not pled as an independent cause of action)**

21 91. By failing to disclose their material connection with the brand, the Influencers are in  
22 violation of 15 U.S.C. § 45(a).

23 92. By failing to mandate and enforce disclosure of material connections with the  
24 Influencers, REVOLVE is in violation of 15 U.S.C. § 45(a).

25 93. The FTC interprets 15 U.S.C. § 45(a) stating that any material connection should be  
26 “clearly and consciously disclosed,” and that failure to disclose material connections could subject  
27  
28

1 both the influencers and the advertisers to civil penalties<sup>21</sup>.

2 94. The violations of the 15 U.S.C. § 45(a) are not pled as an independent cause of action,  
3 but as an element of one or more of the causes of action detailed in this Complaint.

4 **CAUSES OF ACTION**

5 **COUNT I: VIOLATIONS OF FLORIDA DECEPTIVE TRADE PRACTICES ACT**  
6 **(FDUTPA)**

(On behalf of Plaintiff Negreanu and Florida Subclass)

7 95. Plaintiff incorporates by reference paragraphs 1-94 of this Complaint as if fully re-  
8 written herein. Negreanu asserts this count on her own behalf and on behalf of the Florida Subclass,  
9 as defined above, pursuant to Fed. R. Civ. P. 23.

10  
11 96. REVOLVE provided Instagram users with the means and instrumentalities for the  
12 commission of deceptive acts and practices and engaged in a deceptive act or unfair practice, by  
13 engaging in misrepresentation, and statutory violations.

14 97. For a fee, the Influencers, with the means and instrumentalities for the commission of  
15 deceptive acts and practices, engaged in deceptive acts or unfair practices, by engaging in  
16 misrepresentation and statutory violations.

17  
18 98. As discussed supra, by failing to disclose material connections, Defendants violated  
19 15 U.S.C. § 45(a) (“FTC Act”) as interpreted by the FTC and the courts, which represents a violation  
20 of “FDUTPA”.

21 99. The FTC clarifies its interpretation of the FTC Act is as follows: “if there’s a  
22 connection between an endorser and the marketer that a significant minority of consumers wouldn’t  
23 expect and it would affect how they evaluate the endorsement, that connection should be disclosed  
24 clearly and conspicuously.<sup>22</sup>”  
25

26  
27 <sup>21</sup> [https://www.ftc.gov/system/files/attachments/penalty-offenses-concerning-endorsements/  
npo\\_endorsement\\_template\\_letter.pdf](https://www.ftc.gov/system/files/attachments/penalty-offenses-concerning-endorsements/npo_endorsement_template_letter.pdf) (last visited June 25, 2024)

28 <sup>22</sup> See <https://www.ftc.gov/business-guidance/resources/ftcs-endorsement-guides-what-people-are-asking>

1 100. FDUTPA recognizes that “due consideration and great weight shall be given to the  
2 interpretations of the Federal Trade Commission and [...] relating to s. 5(a)(1) of the Federal Trade  
3 Commission Act, 15 U.S.C. s. 45(a)(1).” § 501.204 Fla. Stat.

4 101. As interpreted by the FTC, failure to disclose material connections represents a  
5 violation of FDUTPA.

6 102. Such practices as the ones employed by the Defendants are illegal, unethical,  
7 unscrupulous, and likely to mislead any consumer acting reasonably in the circumstances, to the class  
8 members’ detriment.

9 103. Defendants’ engagement in these unfair practices caused the Plaintiffs to suffer a loss.

10 104. The value of the loss should be calculated as the price paid for a product purchased  
11 from REVOLVE less the market value of the product (without the infringing endorsements) and it is  
12 in excess of \$5,000,000.00 for the entire Florida Subclass.  
13

14 105. Plaintiff also requests injunctive relief. Absent injunctive relief by this Court, the  
15 Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the class  
16 members.  
17

18 106. Negreanu is aggrieved by the fact that she purchased overpriced merchandise as a  
19 direct result of failure to disclose material connections by the Influencers and REVOLVE. The  
20 Plaintiff would likely purchase again from Revolve in the future if the endorsements she can see on  
21 social media are honest as she would pay the real value of the products.  
22

23 107. Pursuant to § 501.211(1), Fla. Stat., as the Plaintiff is aggrieved by the violation of  
24 FDUTPA, she is entitled to obtain a declaratory judgment that the Defendants’ practice violates the  
25 law and to enjoin the defendants as they have violated, are violating, and they are likely to violate the  
26 Act in the future.

27 **COUNT II: VIOLATION OF THE CONSUMERS LEGAL REMEDY ACT. CAL. CIV.**  
28 **CODE. §§ 1750, ET SEQ.**

(On behalf of Plaintiff Negreanu and the Nationwide Class)

1  
2 108. Plaintiffs incorporate by reference paragraphs 1-94 of this Complaint as if fully re-  
3 written herein. Plaintiffs assert this count on their own behalf and on behalf of the Nationwide Class,  
4 as defined above.

5 109. The conduct that forms the basis of this action arose in California, the state in which  
6 REVOLVE has its U.S. headquarters and principal place of operations in the U.S.

7 110. Defendants developed, designed, and implemented policies and procedures at issue in  
8 this case in California.

9 111. Defendants are each a "person" within the statutory meaning of Cal. Civ. Code §  
10 1761(c).

11 112. Defendants provided "goods" within the meaning of Cal. Civ. Code §§ 1761(a), 1770.

12 113. Plaintiffs and Class Members of the Nationwide Class are "consumers" within the  
13 meaning of Cal. Civ. Code §§ 1761(d), 1770 and have engaged in a "transaction" within the meaning  
14 of Cal. Civ. Code §§ 1761(e), 1770.

15 114. As set forth herein, Defendants' acts and practices, undertaken in transactions violate  
16 §1770 of the Consumers Legal Remedies Act in that:

17 a. Defendants misrepresented the source, sponsorship, approval, or certification  
18 of the goods or services.

19 b. Defendants misrepresented the affiliation, connection, or association with, or  
20 certification by another.

21 c. Defendants represented that the goods or services have approval,  
22 characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person  
23 has a sponsorship, approval, status, affiliation, or connection that the person does not have;  
24 and

25 d. Defendants advertised goods or services with intent not to sell them as  
26 advertised.

27 115. Pursuant to the provision of Cal. Civ. Code §1780, Plaintiffs seek an order enjoining  
28 Defendants from the unlawful practices described herein, a declaration that Defendants' conduct

1 violates the Consumers Legal Remedies Act, and attorneys' fees and costs of litigation.

2 **COUNT III: VIOLATIONS OF CALIFORNIA'S UNLAWFUL BUSINESS PRACTICES**  
3 **ACT, CAL. BUS. & PROF. CODE § 17200. ET. SEQ**

(On behalf of Plaintiff Negreanu and the Nationwide Class)

4 116. Plaintiffs incorporate by reference paragraphs 1-94 of this Complaint as if fully re-  
5 written herein. Plaintiffs assert this count on their own behalf and on behalf of the Nationwide Class,  
6 as defined above, and pursuant to Rule 23.

7 117. The conduct that forms the basis of this action arose in California, the state in which  
8 REVOLVE has its U.S. headquarters and principal place of operations in the U.S. Defendants  
9 developed, designed, and implemented policies and procedures at issue in this case in California.

10 **Unfair And Fraudulent Competition**

11 118. Defendants have engaged in unfair competition within the meaning of Cal. Bus. &  
12 Prof. Code §§17200, et seq., because Defendants' conduct is unlawful, unfair, and/or fraudulent, as  
13 herein alleged.

14 119. Plaintiffs, the class members, and Defendants are each a "person" or "persons" within  
15 the meaning of § 17201 of the California Unfair Competition Law ("UCL").

16 120. Defendants promoted and advertised REVOLVE products without properly  
17 disclosing their financial interest and such acts and practices constitute deceptive acts or practices  
18 in violation of Section 5(a) of 15 U.S.C. § 45(a).

19 121. A violation of Section 5(a) of 15 U.S.C. § 45(a) represents a per se violation of the  
20 California Unfair Competition Law ("UCL").

21 **Unlawful Competition**

22 122. The UCL is, by its express terms, a cumulative remedy, such that remedies under its  
23 provisions can be awarded in addition to those provided under separate statutory schemes and/or  
24 common law remedies. Plaintiffs hereby incorporate by reference all prior causes of action into this  
25 cause of action.

26 **Violations of Advertising Law**

27 123. By making statements that are not true and statements that are misleading, Defendants  
28 are in violation of California False Advertising Law, Cal. Civ. Code. §§ 17500, *ET SEQ.*

1 124. “[A]ny violation of the false advertising law . . . necessarily violates the UCL.”  
2 (*Kasky, supra*, 27 Cal.4th at p. 950.) Section 17500 “proscribe[s] “not only advertising which is  
3 false, but also advertising which [,] although true, is either actually misleading or which has a  
4 capacity, likelihood or tendency to deceive or confuse the public.” [Citation.]” (*Colgan v.*  
5 *Leatherman Tool Group, Inc.* (2006) 135 Cal.App.4th 663, 679.)

6 125. Plaintiff and the Nationwide Class Members request that this Court enter such orders  
7 or judgments as may be necessary to enjoin Defendants from continuing its unfair, unlawful, and/or  
8 deceptive practices and to restore to Plaintiff and Class Members any monies Defendants acquired  
9 by unfair competition, including restitution and/or equitable relief, including disgorgement or ill-  
10 gotten gains, refunds of monies, interest, reasonable attorneys' fees, and the costs of prosecuting this  
11 class action, as well as any and all other relief that may be available at law or equity.

12 126. Plaintiffs and Class Members seek attorneys' fees and costs pursuant to Cal. Code Civ.  
13 Proc. § 1021.5.

14 **COUNT IV: VIOLATIONS OF CONSUMER PROTECTION LAWS OF VARIOUS**  
15 **STATES**

16 (On behalf of Plaintiff Negreanu and the Multi-State Class)

17 127. Plaintiff incorporates by reference paragraphs 1-94 of this Complaint as if fully re-  
18 written herein. Plaintiff asserts this count on her own behalf and on behalf of the Pennsylvania  
19 Subclass, as defined above.

20 128. As discussed *supra*, by failing to disclose material connections, Defendants violated  
21 15 U.S.C. § 45(a) (“FTC Act”) as interpreted by the FTC and the courts, which represents a violation  
22 of the little FTC Acts of the states included in the Multi-State Class.

23 129. The consumer protection statutes enacted in the states included in the Multi-State Class  
24 are materially identical to FDUTPA and UCL.

25 130. As such, the members of the Multi-State Class are entitled to damages as calculated  
26 by each consumer protection statute in the state where they reside.

27 **COUNT V: UNJUST ENRICHMENT**  
28 **(On behalf of Plaintiff Negreanu and the Florida Subclass)**

1 131. Plaintiffs incorporate by reference paragraphs 1-94 of this Complaint as if fully  
2 rewritten herein. As set forth above, Plaintiffs assert this count on their own behalf and on behalf of  
3 all other similarly situated Instagram users.

4 132. By paying the high prices demanded by REVOLVE, Plaintiffs and Class Members  
5 conferred a direct benefit to all the Defendants.

6 133. Instagram users that are members of the class continue to suffer injuries as a result of  
7 the Defendants' behavior. If the Defendants do not compensate the Plaintiff, they will be unjustly  
8 enriched as a result of their unlawful act or practices.

9 134. Under Florida law it is an equitable principle that no one should be allowed to profit  
10 from his own wrong, therefore it would be inequitable for the Defendants to retain said benefit, reap  
11 unjust enrichment.

12 135. Due to Defendants' conduct, Plaintiff and the Florida Subclass Members are entitled  
13 to damages according to proof.

14 **COUNT VI: NEGLIGENT MISREPRESENTATION**  
15 (On behalf of Plaintiff Negreanu and the Nationwide Class)

16 136. Plaintiffs incorporate by reference all paragraphs 1-94 of this Complaint as if fully  
17 rewritten herein. As set forth above, the Plaintiffs assert this count on their own behalf and on behalf  
18 of all other similarly situated persons pursuant to Rule 23.

19 137. Defendants had a duty to be truthful in their commercial speech. In convincing the  
20 Plaintiff to purchase products sold by REVOLVE, Defendants made representations that they knew  
21 to be false or negligently failed to examine the veracity of the affirmations.

22 138. As a result of the Defendants' negligent misrepresentations, Plaintiff and the  
23 Nationwide Class Members suffered injury.

24 **DEMAND FOR JURY TRIAL**

25 139. Plaintiff and those similarly situated Class Members demand a trial by jury for all  
26 issues so triable.  
27  
28



1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, Ligia Negreanu, respectfully request that judgment be entered in her  
3 favor and in favor of the Class Members as follows:

- 4 a. Certifying and maintaining this action as a class action, with the named Plaintiff as  
5 designated class representative and with her counsel appointed as class counsel;
- 6 b. Declaring the Defendants in violation of each of the counts set forth above;
- 7 c. Awarding the Plaintiff and those similarly situated compensatory, punitive, and treble  
8 damages in excess of \$50,000,000;
- 9 d. Awarding the Plaintiff and those similarly situated liquidated damages;
- 10 e. Order the disgorgement of ill-gotten monies;
- 11 f. Awarding the named Plaintiff a service award;
- 12 g. Awarding pre-judgment, post-judgment, and statutory interest;
- 13 h. Awarding attorneys' fees and costs;
- 14 i. Awarding such other and further relief as the Court may deem just and proper.

15 Dated: March 20, 2025

16 Respectfully submitted,

17 /s/ William M. Aron  
18 William M. Aron (SBN No. 234408)  
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