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Attorney for Plaintiff
SIYU LIU

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

SIYU LIU, an individual,

Plaintiff,

v.

TIFFANY AND COMPANY, a New
York corporation; and DOES
1-10, inclusive,

Defendants.

Case No.: 2:24-cv-00794-SB-AS

Removed from Los Angeles Superior
Court, Case No. 23SMCV05515

**FIRST AMENDED COMPLAINT
FOR:**

- 1) BREACH OF CONTRACT;**
- 2) GOODS SOLD AND
DELIVERED;**
- 3) NEGLIGENT
MISREPRESENTATION;**

REQUEST FOR JURY TRIAL

Complaint Filed: November 20,
2023

Trial Date: None Set

1 As its First Amended Complaint, Plaintiff SIYU LIU, through its attorneys,
2 Leech Tishman Fuscaldo & Lampl, alleges:

3 **PARTIES**

4 1. At all times relevant, Plaintiff SIYU LIU (“**PLAINTIFF**” or “**LIU**”)
5 was, and is, a resident of the County of Los Angeles, California.

6 2. LIU is informed and she believes that at all times relevant herein
7 Defendant TIFFANY AND COMPANY (“**DEFENDANT**” or “**TIFFANY**”) was,
8 and is, a private company organized under the laws of the New York with its
9 principal place of business in New York, New York. LIU is informed and she
10 believes that at all times relevant herein TIFFANY does business in the County of
11 Los Angeles, California.

12 3. The defendants named herein as Does 1 through 10, inclusive, are
13 persons whose names are currently unknown to LIU. LIU will amend this complaint
14 to provide their names when the same become fully ascertained. On information and
15 belief, at least some of the defendants named as Does 1 through 10 are domiciled in,
16 reside in, areas incorporated in or have a principal place of business in, the State of
17 California.

18 4. LIU is informed and she believes that the defendants named herein as
19 Does 1 through 10, inclusive, also actively participated in, and/or directed, the
20 actions of TIFFANY complained of below.

21 5. LIU is informed and believes, and on that basis alleges, that at all times
22 herein mentioned, all defendants herein, whether named or fictitiously designated,
23 were the agents, servants, employees, joint venturers, and/or the alter egos of each of
24 the remaining defendants, and that the acts of each defendant were performed within
25 the course and scope of their agency, service and employment and were undertaken
26 with the permission, consent, and/or ratification of each other defendant. From this
27 point forward, TIFFANY and Does 1-10 shall be referred to collectively as
28 “**Defendants**”.

JURISDICTION

6. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(2) in that this is an action where the matter in controversy exceeds \$75,000, exclusive of interest and costs, and a complete diversity of citizenship exists between LIU and Defendants, as one or more of the Defendants is a citizen of, domiciled in, incorporated in, and having a principal place of business in a foreign state.

7. This Court has personal jurisdiction over Defendants because TIFFANY maintained a business relationship within California, and it conducts sales in California, and has stores located in California.

8. Defendant, New Vision Horizon, LLC (“New Vision”), is now, and was at the time of the filing of this Complaint and at all intervening times, a California limited liability company, duly organized under the laws of California, with its principal place of business in Los Angeles County.

9. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b)(2) and 1391(b)(3) because a substantial part of the events and omissions giving rise to the LIU’s claims occurred in the Central District of California and because the actions of the Defendants, as detailed below, are causing damage in this District.

BACKGROUND FACTS

10. On or about April 22, 2022, LIU purchased a pear-shaped diamond (“**Pear-Shaped Diamond**”) for \$2,100,000 and a yellow diamond brooch for \$1,785,000 from TIFFANY.

11. As part of the agreement, the Pear-Shaped Diamond was to be placed on a ring (“**Ring**”) and the yellow diamond was to be remounted on a custom necklace (“**Necklace**”).

12. Prior to and at the time of the sale, LIU informed TIFFANY’s sales representative(s) that she would receive the **Necklace** by on or about October 2022, as LIU informed TIFFANY’s sales representative(s) that he was purchasing the

1 **Necklace** for an early-November 2022 event.

2 13. TIFFANY's sales representative(s) informed LIU that he would indeed
3 be able to receive the **Necklace** well prior to October 2022.

4 14. Based on this representation, LIU purchased the **Necklace**.

5 15. Despite paying nearly \$4,000,000 for the **Ring** and **Necklace**,
6 TIFFANY failed to deliver the necklace to LIU as agreed.

7 **FIRST CAUSE OF ACTION**

8 **[BREACH OF CONTRACT**

9 **AGAINST ALL DEFENDANTS]**

10 16. LIU incorporates by reference into this paragraph each and every
11 allegation contained in paragraphs 1 through 15, above.

12 17. LIU and TIFFANY entered into an agreement on or about April 22,
13 2022, whereby in exchange for \$2,100,000 TIFFANY would deliver to LIU the **Ring**
14 and in exchange for \$1,785,000 TIFFANY would deliver to LIU the **Necklace** (the
15 "**Agreement**").

16 18. Another term of the Agreement required TIFFANY to deliver to LIU
17 the **Necklace** by on or about October 2022.

18 19. TIFFANY breached the Agreement failing to deliver the **Necklace** to
19 LIU, let alone by October 2022.

20 20. As a direct and proximate result of the breach of Agreement, LIU has
21 suffered and will continue to suffer damages in an amount to be determined
22 according to proof at trial, but no less than \$1,785,000, plus costs, interest thereon at
23 the contractual and legal rate.

24 **SECOND CAUSE OF ACTION**

25 **[BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR**
26 **DEALING**

27 **AGAINST ALL DEFENDANTS]**

28 21. LIU re-alleges and incorporates by reference each and every allegation

1 set forth in Paragraphs 1 through 20 above, inclusive, as though fully set forth herein.

2 22. TIFFANY has breached the implied covenant of good faith and fair
3 dealing implied in the Agreement by failing to timely deliver the **Necklace**.

4 23. LIU has been harmed by TIFFANY's breaches of the covenant of good
5 faith and fair dealing implied in the Agreement.

6 24. As a direct and proximate result of TIFFANY's actions above, LIU has
7 suffered and will continue to suffer damages in an amount to be determined
8 according to proof at trial, but no less than \$1,785,000, plus interest thereon at the
9 contractual and legal rate.

10 **THIRD CAUSE OF ACTION**
11 **[NEGLIGENT MISREPRESENTATION**
12 **AGAINST ALL DEFENDANTS]**

13 25. LIU re-alleges and incorporates by reference each and every allegation
14 set forth in Paragraphs 1 through 24 above, inclusive, as though fully set forth herein.

15 26. On or about April 22, 2022, LIU inquired whether the Necklace with the
16 remounted yellow diamond could be delivered to LIU by on or about October 2022 if
17 she proceeded with purchasing the Necklace and paid \$1,785,000.

18 27. TIFFANY by and through its employees for the Beverley Hills,
19 California, location, including managers, acting on behalf of TIFFANY
20 ("**Employees**"), represented and assured LIU and her husband that the necklace
21 would be delivered to LIU by that date if she paid the full amount, which LIU did.
22 The timing was important to LIU because she planned to attend a function in
23 November 2022, thus, on the basis of TIFFANY's negligent representation she
24 proceeded with the transaction.

25 28. However, on information and belief, TIFFANY and its Employees did
26 not have a good faith basis to represent the Necklace would be delivered by October
27 2022 and, instead, they only made that representation to consummate the transaction.

28 29. Even after the payment by LIU, TIFFANY, including by and through its

1 Employees acting on behalf of TIFFANY, continued to make numerous negligent
2 misrepresentations to LIU and her husband that the Necklace would be delivered by
3 October 2022.

4 30. As a direct and proximate result of TIFFANY's actions above, LIU has
5 suffered and will continue to suffer damages in an amount to be determined
6 according to proof at trial, but no less than \$1,785,000, plus interest thereon at the
7 contractual and legal rate.

8 **PRAYER FOR RELIEF**

9 **WHEREFORE**, LIU prays for a judgment on this First Amended Complaint,
10 as it may be amended from time to time, as follows:

11 **ON ALL CAUSES OF ACTION**

- 12 1. For damages, compensatory, incidental, and/or consequential, in a sum
13 according to proof, but less than \$1,785,000.
- 14 2. For prejudgment interest at the maximum rate permitted by law;
- 15 3. For costs;
- 16 4. For such other and further relief as the Court deems just and proper.
- 17

18 Dated: March 1, 2024

LEECH TISHMAN FUSCALDO & LAMPL,
19 INC.

20
21 By: 

Fadi K. Rasheed

22 Damian J. Martinez

23 Attorneys for Plaintiff SIYU LIU
24
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28

PROOF OF SERVICE OF DOCUMENT

Case 2:24-cv-00794-SB-AS

Siyu Liu v. Tiffany and Company et al

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 2041 Rosecrans Avenue, Suite 300, El Segundo, California 90245.

A true and correct copy of the foregoing document entitled (*specify*) **FIRST AMENDED COMPLAINT** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

Pursuant to controlling General Orders and Local Rules, the foregoing document will be served by the court via NEF and hyperlink to the document. On March 1, 2024, I checked the CM/ECF docket for this proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Wynter L. Deagle, Esq.** wdeagle@sheppardmullin.com
- **Anne-Marie D. Dao, Esq.** adao@sheppardmullin.com
- **Dane C. Brody Chanove, Esq.** dchanove@sheppardmullin.com
- **Teresa R. Morin, Esq.** tmorin@sheppardmullin.com

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

March 1, 2024
Date

Dea Collins
Printed Name

/s/ Dea Collins
Signature