

ORIGINAL
ALB 009
90407

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JUL 20 2012

John A. Clarke, Executive Officer/Clerk
BY M. Flores, Deputy
Mary Flores

D-311
Shepard Willey Jr.

1 MILSTEIN ADELMAN, LLP
2 Gillian L. Wade, State Bar No. 229124
3 gwade@milsteinadelman.com
4 Stephanie Mazepa, State Bar No. 263070
5 smazepa@milsteinadelman.com
6 2800 Donald Douglas Loop North
7 Santa Monica, California 90405
8 Telephone: (310) 396-9600
9 Fax: (310) 396-9635

6 KABATECK BROWN KELLNER LLP
7 Brian S. Kabateck, Esq. SBN 152054
8 bsk@kbklawyers.com
9 Evan M. Zucker, Esq. SBN 266702
10 ez@kbklawyers.com
11 644 South Figueroa Street
12 Los Angeles, California 90017
13 Telephone: (213) 217-5000
14 Facsimile: (213) 217-5010

11 Attorneys for Plaintiff,
12 Marina Abramyan and the Proposed Class

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

AXE

15 MARINA ABRAMYAN, individually and on
16 behalf of all others similarly situated,

16 Plaintiff,

17 vs.

18 ORGANIC LIAISON LLC, a Florida
19 Corporation, ORGANIC LIAISON
20 MANAGEMENT, INC., a Florida Corporation,
21 KIRSTIE ALLEY, an individual, and DOES 1
22 through 100, inclusive,

21 Defendants.

CASE NO.: BC 48 8 737

CLASS ACTION

COMPLAINT

1. FALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, et seq. (UNFAIR AND FRAUDULENT PRONGS)
2. FALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, et seq. (UNLAWFUL PRONG)
3. FALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17500, et seq.
4. VIOLATION OF CALIFORNIA CIVIL CODE § 1750, et seq. (Consumer Remedies Act)
5. BREACH OF IMPLIED WARRANTY

DEMAND FOR JURY TRIAL

CIT/CASE #: BC488737 LEA/DEF#:
RECEIVED #: CA147857017
DATE: 07/23/12 09:49:20 AM
PAYMENT: \$1,435.00
RECEIVED: 07/23/12
CASH
HARD
CHECK
1435.00
0310

Milstein Adelman LLP
2800 Donald Douglas Loop North
Santa Monica, California 90405

07/23/12

1 Marina Abramyan ("Plaintiff"), individually and on behalf of all other similarly situated
2 purchasers (the "Class") of the Kirstie Alley Organic Liaison Weight Loss Program ("Organic
3 Liaison Weight Loss Program") hereby brings this consumer class action against Organic Liaison
4 LLC, Organic Liaison Management, Inc., and Kirstie Alley (collectively, "Organic Liaison" or
5 "Defendants") and Does 1 through 100, inclusive (sometimes collectively referred to herein as
6 "Organic Liaison") to challenge Defendants' violations of California state law and their unlawful
7 and fraudulent business practices and alleges as follows:

8 **NATURE OF THE CASE**

9 1. This is a class action for injunctive relief, restitution and damages against Organic
10 Liaison for false and misleading advertising of the Organic Liaison Weight Loss Program in
11 violation of California's Consumer Legal Remedies Act ("CLRA") Civil Code Section 1750, *et*
12 *seq.*, California's Unfair Competition Act ("UCL") Business & Professions Code Section 17200, *et*
13 *seq.*, California's False Advertising Law ("FAL") Business & Professions Code Section 17500, *et*
14 *seq.*, and breach of implied warranty.

15 2. The Organic Liaison Weight Loss Program consists of purported weight loss
16 supplements¹ and weight loss instructions that are marketed and distributed nationwide by Organic
17 Liaison and celebrity Kirstie Alley. By this action Plaintiff seeks to halt Organic Liaison's false
18 and misleading advertising claims that the Organic Liaison Weight Loss Program can cause
19 significant weight loss. Indeed, the advertising and marketing for the Organic Liaison Weight Loss
20 Program creates the uniform, false net-impression that the product is an FDA approved weight loss
21 product capable of easily causing significant weight loss and caused Defendant Kirstie Alley to
22 lose a whopping 100 pounds. Defendants falsely market the Organic Liaison Program as a weight-
23 loss aide, and then charge a premium for supplements that are nothing more than run-of-the-mill
24 fiber and calcium supplements. Some of the more blatant claims giving rise to this false net
25 impression include the following claims on the Organic Liaison website:

26
27 ¹ The Organic Liaison Weight Loss Program supplements include: (1) "Rescue Me," an elixir that claims to suppress
28 appetite, increase energy and cleanse the body; (2) "Release Me," a blend of calcium and magnesium that claims to aid
in contraction and relaxation; and (3) "Relieve Me," a formula that claims to cleanse your colon to aid in weight loss.

- 1 a. "I [Kirstie Alley] am proof of its success I lost one hundred pounds on Organic
- 2 Liaison,";
- 3 b. "I've [Kirstie Alley] lost 100lbs and I'm down to a Size 6 and still counting...thanks
- 4 to Organic Liaison!";
- 5 c. "#1 The First USDA Certified Organic Weight Loss Product";
- 6 d. "More Energy";
- 7 e. "I [Kirstie Alley] can assure you that if you follow this program, you'll get healthier,
- 8 lose weight, and not be 'annoyingly' hungry";
- 9 f. "The first USDA certified organic weight-loss product that boosts natural energy";
- 10 g. "Reduces cravings for sugar and carbohydrates to help you lose weight quickly and
- 11 easily";
- 12 h. "Provides a natural energy boost and supports a healthy metabolism for daily
- 13 activity";
- 14 i. "Proven Products: weight loss products and dietary supplements designed to optimize
- 15 your weight-loss results. They help to curb your cravings...boost natural energy";
- 16 j. "Our products help you tackle appetite, give you more natural energy"; and
- 17 k. Images displaying purported "before" and "after" pictures of Defendant Kirstie
- 18 Alley's significant weight loss as a result of the Product.

19 3. Plaintiff also seeks to stop Organic Liaison's deceptive use of Defendant Kirstie
20 Alley's dramatic "before and after" pictures and statements that Organic Liaison caused her to
21 lose 100 pounds. Ms. Alley's weight loss is not due to the Organic Liaison Program, but rather, is
22 the result of an above average exercise regimen and extremely low calorie diet, including her time
23 on the television program "Dancing with the Stars" ("DWTS"), where she spent five to seven
24 hours a day exercising as part of the competition. See Exhibit A.

25 4. Defendants' prominent and repeated use of Defendant Kirstie Alley's weight loss as
26 "proof" that the Organic Liaison Weight Loss Program works and the products are "proven" is
27 nothing more than a healthy deception.

28

1 5. In truth, Ms. Alley’s participation in the television program DWTS tracked her
2 weight loss as a result of hours and hours of dancing every day for several months. Further, there
3 are no well-controlled, well-conducted human studies on the supplements in the Organic Liaison
4 Weight Loss Program or the combination of the supplements that are “proven” to do any of the
5 claimed benefits Defendants boast about. Defendants deceptively market the Product as a
6 “USDA approved” weight-loss aide and charge a hefty premium for dietary supplements that are
7 neither certified as an effective weight-loss aide by the USDA nor anything more than standard
8 dietary supplements incapable of causing weight loss.

9 6. Organic Liaison’s advertising of the Organic Liaison Weight Loss Program actually
10 violates several Federal Trade Commission (“FTC”) guidelines regarding the truthful and legal
11 way to advertise weight loss supplements. See e.g. FTC, [Dietary supplements: An Advertising](#)
12 [Guide for Industry](#) (1998)² (“When to Disclose Qualifying Information” Example 6, “Clear and
13 Prominent Disclosure” Example 9); and FTC, [Guides Concerning Use of Endorsements and](#)
14 [Testimonials in Advertising](#) (2009)³ (“Endorsements must reflect the honest opinions, findings,
15 beliefs, or experience of the endorser. Furthermore, an endorsement may not convey any express
16 or implied representation that would be deceptive if made directly by the advertiser.” § 225.1(a)).

17 7. By a letter dated December 1, 2011, Plaintiff contacted Organic Liaison pursuant to
18 Section 1782(a) of the CLRA and demanded that Organic Liaison agree to stop the above false
19 and misleading claims. See Exhibit B.

20 8. On February 14, 2012 Organic Liaison responded to Plaintiff’s letter denying all
21 claims and refusing to make any changes to its false and misleading advertising. See Exhibit C.

22 9. Plaintiff thus brings this action to enjoin Organic Liaison’s false and misleading
23 advertising and prevent further injury to California consumers and to recover damages and
24 restitution for the plaintiff class.

25 **JURISDICTION AND VENUE**

26
27
28 ² Accessible at: <http://business.ftc.gov/documents/bus09-dietary-supplements-advertising-guide-industry>.

³ Accessible at: <http://www.ftc.gov/os/2009/10/091005revisedendorsementguides.pdf>.

1 included supplements as directed, but did not experience any of the benefits Defendants
2 advertised.

3 16. Defendant Organic Liaison LLC is a corporation organized under the laws of the
4 State of Florida. Upon information and belief, Organic Liaison LLC maintains its principal
5 business office at 1515 North University Drive #222, Coral Springs, Florida, 33071-6096.
6 Organic Liaison LLC, directly and through its agents, has substantial contacts with and receives
7 benefits and income from and through the State of California. Upon information and belief,
8 Organic Liaison LLC is the manufacturer and distributor of the Organic Liaison Weight Loss
9 Program, and is the company that created and/or authorized the false, misleading and deceptive
10 advertisements for the Organic Liaison Weight Loss Program.

11 17. Defendant Organic Liaison Management, Inc. is a corporation organized under the
12 laws of the State of Florida. Upon information and belief, Organic Liaison Management, Inc.,
13 maintains its principal business office at 1100 North Osceola Avenue, Clearwater, Florida, 33755.
14 Organic Liaison Management, Inc., directly and through its agents, has substantial contacts with
15 and receives benefits and income from and through the State of California. Upon information and
16 belief, Organic Liaison Management, Inc., is the manufacturer and distributor of the Organic
17 Liaison Weight Loss Program, and is the company that created and/or authorized the false,
18 misleading and deceptive advertisements and/or packaging and labeling for the Organic Liaison
19 Weight Loss Program.

20 18. Defendant Kirstie Alley is an individual and upon information and belief, resides in
21 Los Angeles, California. Ms. Alley is not only the celebrity spokesperson for the Organic Liaison
22 Weight Loss Program, she is also the owner and/or board member of Organic Liaison LLC and
23 Organic Liaison Management, Inc.

24 19. The true names and capacities, whether individual, corporate, associate or otherwise
25 of certain manufacturers, distributors and/or their alter egos sued herein as DOES 1 through 100
26 inclusive are presently unknown to Plaintiff who therefore sues these Defendants by fictitious
27 names. Plaintiff will seek leave of this Court to amend the Complaint to show their true names
28 and capacities when the same have been ascertained. Plaintiff is informed and believes and based

1 thereon alleges that DOES 1 through 100 were authorized to, and did business in Los Angeles
2 County. Plaintiff is further informed and believes and based thereon alleges that DOES 1 through
3 100 were and/or are, in some manner or way, responsible for and liable to Plaintiff for the events,
4 happenings, and damages hereinafter set forth below.

5 20. Plaintiff is informed and believes, and based thereon alleges that at all times relevant
6 herein each of the Defendants was the agent, servant, employee, subsidiary, affiliate, partner,
7 assignee, successor-in-interest, alter ego or other representative of each of the remaining
8 Defendants and was acting in such capacity in doing the things herein complained of and alleged.

9 21. In committing the wrongful acts alleged herein, Defendants planned and participated
10 in and furthered a common scheme by means of false, misleading, and deceptive representations
11 to induce members of the public to purchase the Organic Liaison Weight Loss Program.
12 Defendants participated in the making of such representations in that each did disseminate or
13 cause to be disseminated said misrepresentations.

14 22. Defendants, upon becoming involved with the manufacture, advertising, and sale of
15 the Organic Liaison Weight Loss Program, knew or should have known that the claims about the
16 Program were false, deceptive and misleading. Defendants affirmatively misrepresented the
17 benefits of the Organic Liaison Weight Loss Program in order to convince the public to purchase
18 the Organic Liaison Weight Loss Program, resulting in profits of millions of dollars to
19 Defendants, all to the damage and detriment of the consuming public. Thus, in addition to the
20 wrongful conduct herein alleged as giving rise to primary liability, Defendants further aided and
21 abetted and knowingly assisted each other in breach of their respective duties and obligations as
22 herein alleged.

23 **FACTUAL ALLEGATIONS**

24 23. According to a September 2002 Federal Trade Commission Staff Report, obesity has
25 reached epidemic proportions, with 6 out of every 10 Americans qualifying as overweight or
26 obese. At the same time, nearly the 29% of men and 44% of women who are trying to lose weight
27 (an estimated 68 million American adults) comprise a huge potential market for sellers of weight-
28 loss products and services. Consumers spent an estimated \$34.7 billion in 2000 on weight-loss

1 27. Throughout the Class period, Defendants have engaged in advertising and marketing
2 utilizing claims that are neither accurate nor supported. Defendants' advertising has been
3 broadcast through a range of media, including television, print and over the internet. These
4 advertisements, including Defendant Alley's media and print interviews in which she boasts about
5 her weight loss as a result of using the Product, are false and misleading.

6 **Defendants' Advertising of the Organic Liaison Weight Loss Program**

7 28. In the ultra-competitive market for weight-loss products companies must advertise
8 their products in a way that differentiates their products from thousands of others in the
9 marketplace, and, in turn, induce consumers to ultimately purchase their products.

10 29. In this regard, weight loss supplements have been described as "credence" goods
11 that are known only through the benefits promised by the products' manufacturer and distributor
12 at the time of purchase. See Richard A. Posner, *An Economic Approach to the Law of Evidence*,
13 51 Stan.L.Rev. 1477, 1489 (1999) ("A good is a credence good if the consumer cannot readily
14 determine its quality by inspection or even use, so that he has to take its quality 'on faith.'")
15 Charles J. Walsh and Marc S. Klein, *From Dog Food to Prescription Drug Advertising: Litigating*
16 *False Scientific Establishment Claims Under the Lanham Act*, 22 Section Hall.L.Rev. 389, 399
17 (1992) ("Drugs are true 'credence' goods because they possess qualities that cannot be evaluated
18 through normal use. The assessment of a drug's qualities normally requires complex, time-
19 consuming and costly studies."). Here, consumers aren't even able to read the products labels and
20 ingredients before purchasing since the products are only sold online or over the phone. The only
21 information consumers can find about the Organic Liaison Weight Loss Program are the claims
22 and "facts" provided by Organic Liaison itself.

23 30. Defendants' false and misleading claims that their products are "proven" and
24 "designed to optimize" weight loss are specific establishment claims since they claim to have
25 scientific proof. A statement is an establishment claim where it represents that there is scientific
26 evidence which establishes the truth of the statement.

27 31. Defendants highlight their "PROVEN PRODUCTS" as "[w]eight loss products and
28 dietary supplements designed to optimize your weight-loss results. They help to curb your

1 cravings, replenish your body with vital nutrients and minerals, bossy natural energy, and improve
2 the quality of rest and relaxation while you lose weight.” Defendants fail to point to any support
3 whatsoever let alone any well-controlled, well-conducted, human clinical trials, as to how these
4 products or their accompanying claims are “proven,” though they refer to the “best scientific
5 minds” and purported “experts in science and nutrition.”

6 32. Defendants’ make specific detailed factual assertions without establishing the basis
7 for these claims, such as:

- 8 a. the Organic Liaison Program contains “proven products” that “optimize” weight
9 loss;
- 10 b. the Organic Liaison Program contains products that “reduce cravings” or cause “less
11 cravings” which will help consumers “lose weight quickly and easily;”
- 12 c. the Organic Liaison Program contains products that “boost natural energy” or
13 “boosts energy;”

14 33. Simply, there is no support for Defendants’ claims that the program is an “easy”
15 way to lose a significant amount of weight, and it is false that Ms. Alleys’ dramatic weight loss
16 was the result of using the Organic Liaison Weight Loss Program. There is no evidence to support
17 Defendants’ establishment claims that the “proven products” included in the program increase
18 energy, suppress appetite or aid in weight loss, or that the ingredients in these products have those
19 results.

20 34. The FTC has identified claims of scientific proof and doctor endorsements as
21 common tactics used by weight-loss fraudsters: “[e]ven if they do not purport to be clinically
22 proven, many claim to be the product of years of scientific research...or doctor recommended.”
23 See FTC Staff Report at p.6.

24 35. Organic Liaison claims its products are “proven” but fails to provide any scientific
25 support for these claims, let alone well-controlled, well-conducted human clinical studies that
26 demonstrate the Organic Liaison Weight Loss products provide the advertised benefits.

27 36. Further, Defendants’ prominent use of the claim that the Organic Liaison Program is
28 “the first USDA Certified Organic Weight Loss Product” on organici Liaison.com, QVC.com, and

1 on the Product labels, creates a false net impression that the USDA, the government entity that
2 approves certain labeling for products, has certified, approved and even endorsed these
3 supplements as an effective weight loss product. In reality, the USDA has only certified that
4 these supplements may be labeled with the term "organic" and has not evaluated the effectiveness
5 of these supplements as a weight loss product.

6 37. In addition to the above unsupported claims regarding the supplements offered in the
7 Organic Liaison Weight Loss Program, the main draw of Organic Liaison is Ms. Alley's celebrity
8 influence and her dramatic 100 pound weight loss. Ms. Alley is a familiar and popular television
9 and film actress that has publicly battled weight issues for years, even starring in a television
10 show about her weight called "Fat Actress." Ms. Alley's influence in the dietary product
11 marketplace is evident as she was a paid spokesperson for the Jenny Craig Weight Loss Program
12 for three years and "had many weight-loss programs pursuing" her to be their spokesperson. See
13 Exhibit A.

14 38. Ms. Alley reported to have lost 75 pounds while on Jenny Craig from approximately
15 2005 through 2008, and then gained back the 75 pounds she lost on the Jenny Craig program and
16 gained an additional 10 pounds. After gaining 85 pounds Ms. Alley then returned to a rigorous
17 exercise schedule and restricted caloric diet on or about late 2010/early 2011. In various media
18 appearances, Ms. Alley has claimed she lost 60 pounds because of the Organic Liaison Program,
19 *before* joining DWTS in April 2011. After joining DWTS, Ms. Alley's substantial and dramatic
20 weight loss was well documented in the media and resulted from a restricted calorie diet and five
21 to seven hours a day multiple days a week of vigorous dance training and rehearsals for more than
22 two months. See Exhibit A.

23 39. In peddling the Organic Liaison Program, Ms. Alley attributes her weight loss to the
24 program, but in reality, Ms. Alley's weight loss is due to nothing more than the tried and true
25 concept of diet and exercise. It is commonly known, and indeed a scientific fact, that if you are
26 increasing exercise while decreasing caloric intake, you will lose weight. There is no magic pill
27 or supplement that causes weight loss. Defendants falsely market the Organic Liaison Program as
28 a weight-loss aide, and then charge a premium for supplements that are nothing more than over

1 the counter fiber and calcium supplements that are not miraculous weight loss pills. Indeed, the
2 Organic Liaison Program instructs participants to exercise on a “daily” basis and to follow a
3 “healthy diet” in combination with the supplements that are provided, but these supplements have
4 nothing to do with Ms. Alley’s (or anyone else’s) weight loss. If any consumer has lost weight
5 while on the Organic Liaison Program it is not because of almost \$90 supplements, it is because
6 of diet and exercise.

7 40. Further, Organic Liaison’s website, QVC and Ms. Alley’s promotion of the program
8 fail to disclose that Ms. Alley participated in significantly and substantially more exercise on a
9 regular basis than what is recommended by the program. This is a material omission because a
10 reasonable consumer relying on Ms. Alley’s claims that she lost a whopping 100 pounds “thanks
11 to” Organic Liaison would want to know prior to purchasing the Product, that to achieve similar
12 results, one must spend five to seven hours a day exercising. Ms. Alley’s weight loss is not the
13 result of the Organic Liaison Weight Loss Program, and her results are not typical of what the
14 average consumer will experience. This material information should be disclosed to consumers.

15 41. The Federal Trade Commission has noted that several of the techniques employed
16 by Defendants amount to false or misleading advertising, such as using false and misleading
17 testimonials and/or endorsements that do not disclose that the speaker followed a different caloric
18 diet or level of physical activity advertised with the product. See e.g. FTC, Dietary supplements:
19 An Advertising Guide for Industry (1998)⁷; and FTC, Guides Concerning Use of Endorsements
20 and Testimonials in Advertising (2009)⁸.

21 42. Defendants’ advertisements convey a series of express and implied claims which
22 they know are material to the reasonable consumer and which they intend for consumers to rely
23 upon when choosing to purchase Defendants’ products. The advertising and marketing for the
24 Organic Liaison Weight Loss Program creates the uniform, false net-impression that the product
25 is an FDA approved weight loss product capable of easily causing significant weight loss and
26 caused Defendant Kirstie Alley to lose a 100 pounds. Defendants then charge a premium for

27
28 ⁷ Accessible at: <http://business.ftc.gov/documents/bus09-dietary-supplements-advertising-guide-industry>.

⁸ Accessible at: <http://www.ftc.gov/opa/2009/10/endortest.shtm>.

1 supplements that are nothing more than run-of-the-mill fiber and calcium supplements. Some of
2 the claims giving rise to this false net impression include, but are not limited to, the following all
3 of which appear on Organic Liaison's website, QVC.com and QVC television infomercials:

- 4 a. Ms. Alley lost 100 pounds due primarily to her use of the Organic Liaison Weight
5 Loss Program (rather than from five to seven hours a day of exercise and a
6 substantially restricted caloric intake);
- 7 b. The Organic Liaison Weight Loss Program causes or assists in weight loss;
- 8 c. The Organic Liaison Weight Loss Program causes or creates an "easy" and "quick"
9 way to lose weight;
- 10 d. The Organic Liaison Weight Loss Program causes or assists in substantial weight
11 loss;
- 12 e. The Organic Liaison Weight Loss Program is scientifically designed or proven to
13 cause or assist in substantial weight loss;
- 14 f. The Organic Liaison Weight Loss Program increases energy;
- 15 g. The Organic Liaison Weight Loss Program boosts metabolism;
- 16 h. The Organic Liaison Weight Loss Program suppresses appetite; and
- 17 i. The Organic Liaison Weight Loss Program is a USDA approved weight loss
18 program.

19 43. Unfortunately for consumers, Defendants' advertising is misleading and likely to
20 deceive the average consumer.

21 **Plaintiff's Purchase and Use of Organic Liaison Weight Loss Program**

22 44. Plaintiff purchased the Organic Liaison Weight Loss Program from the Organic
23 Liaison website in September 2011. Prior to her purchase, Plaintiff viewed the QVC television
24 infomercial and reviewed the claims on QVC.com and on the Organic Liaison website and relied
25 on Organic Liaison's advertising, including the claims that: (1) Kirstie Alley lost 100 pounds
26 because of her use of the Organic Liaison Weight Loss Program, (2) the products are "proven" to
27 suppress appetite and increase energy, (3) and the program is an "easy" way to lose a significant
28 amount of weight. Plaintiff followed the program and used the products as directed in connection

1 with diet and exercise. Plaintiff did not lose weight or experience any of the advertised benefits
2 of the program. Plaintiff suffered injury in fact in the amount of the purchase price of the Organic
3 Liaison Weight Loss Program and would not have purchased the product had she known that
4 Defendants' claims about the Organic Liaison Weight Loss Program were false.

5 **CLASS ACTION ALLEGATIONS**

6 45. Plaintiff brings this action on behalf of herself and on behalf of all other persons
7 similarly situated. The Class which Plaintiff seeks to represent are:

8 All persons residing in the State of California who purchased the Organic Liaison
9 Weight Loss Program for personal use and not for resale since July XX, 2008.

10 46. Excluded from the Class are Organic Liaison's officers, directors, and employees,
11 and any individual who received remuneration from Organic Liaison in connection with that
12 individual's use or endorsement of the Organic Liaison Weight Loss Program. Plaintiff reserves
13 the right to amend the Class definition if further investigation and discovery indicates that the
14 Class definition should be narrowed, expanded, or otherwise modified.

15 47. **Ascertainability:** The Organic Liaison Program can only be purchased online
16 through www.organicliaison.com or www.qvc.com, or by calling telephone numbers provided by
17 Organic Liaison or QVC. Thus, all purchasers can easily be identified by Defendants from their
18 own records, since Defendants have a record of all transactions and contact information for class
19 members. Further, because each and every sale is based on the same uniform misrepresentations
20 on these websites and television ads, the class is objectively defined in such a way that individual
21 identification is possible from Defendants' shipping records when it becomes necessary.

22 48. **Numerosity:** Plaintiff does not know the exact number of members of the putative
23 class. Upon information and belief, Plaintiff believes hundreds, if not thousands, of California
24 residents purchased the Organic Liaison Weight Loss Program, either through the Organic
25 Liaison website or through QVC, and that members of the Class are numerous and geographically
26 dispersed throughout California. While the exact number and identities of the Class members are
27 unknown to Plaintiff at this time, due to the repeated airings on QVC, Plaintiff is informed and
28 believes that the total number of Class members will be in the thousands, and that members of the

1 Class are numerous. The exact number of class members can be ascertained through appropriate
2 investigation and discovery. In fact, since the Organic Liaison Weight Loss Program can only be
3 purchased directly from Organic Liaison or QVC, either over the phone or online, and then
4 delivered directly to consumers, Defendants have a record of every purchase made and Class
5 member contact information from shipping records. Joinder of these individuals is impracticable,
6 and the disposition of their claims in a Class Action will benefit the parties and the Court. The
7 Class is sufficiently numerous because hundreds if not thousands of units of the Organic Liaison
8 Weight Loss Program have been sold in the state of California during the Class Period.

9 49. **Well-defined Community of Interest:** There is a well-defined community of
10 interest in the questions of law and fact involved affecting the parties to be represented. The
11 questions of law and fact common to the Class predominate over questions which may affect
12 individual Class members. Common questions of law and fact include, but are not limited to, the
13 following:

- 14 a. Whether Defendants falsely advertise and represent the benefits of the Organic
15 Liaison Weight Loss Program;
- 16 b. Whether Defendants' advertising of the Organic Liaison Weight Loss Program is
17 misleading and deceptive;
- 18 c. Whether Defendants' advertising of the Organic Liaison Weight Loss Program is
19 misleading, false and/or illegal;
- 20 d. Whether Defendants knew or should have known that the representations were false,
21 misleading and/or deceptive;
- 22 e. Whether Defendants represent to consumers that the Organic Liaison Weight Loss
23 Program has characteristics, uses, benefits or qualities that the program does not have;
- 24 f. Whether Defendants knew or should have known that the Organic Liaison Weight
25 Loss Program does not have the characteristics, uses, benefits or qualities for which
26 Defendants advertised the product;
- 27 g. Whether Defendants advertised the Organic Liaison Weight Loss Program with the
28 intent not to sell it as advertised;

- 1 h. Whether Defendants' conduct is an unlawful business act or practice within the
- 2 meaning of Business and Professions Code section 17200, *et seq.*;
- 3 i. Whether Defendants' conduct is a fraudulent business act or practice within the
- 4 meaning of Business and Professions Code section 17200, *et seq.*;
- 5 j. Whether Defendants' advertising is untrue or misleading within the meaning of
- 6 Business and Professions Code section 17500, *et seq.*;
- 7 k. Whether Defendants' misrepresentations and omissions concerning the Organic
- 8 Liaison Weight Loss Program are likely to deceive the reasonable consumer;
- 9 l. The nature and extent of damages and other remedies to which the wrongful conduct
- 10 of the Defendants entitles the Class members;
- 11 m. Whether the Class is entitled to injunctive relief prohibiting the challenged wrongful
- 12 practices and enjoining such practices in the future;
- 13 n. Whether the Class is entitled to restitution;
- 14 o. Whether Plaintiff and the Class are entitled to attorneys' fees and expenses, and in
- 15 what amount; and
- 16 p. Whether Defendants conduct breached implied warranties under California law.

17 50. **Typicality:** Plaintiff's claims are typical of the claims of the Class, in that Plaintiff
18 and the putative Class members purchased the Organic Liaison Weight Loss Program during the
19 Class period, and all members of the Class were exposed to Defendants' unfair deceptive and
20 misleading representations. Since the Organic Liaison Weight Loss Program is not available at
21 retail and is only available through limited means—directly from Organic Liaison or QVC—by
22 definition, Plaintiff and every class member were exposed to the same uniform false and
23 misleading weight loss claims.

24 51. **Adequacy of Representation:** Plaintiff will fairly and adequately represent and
25 protect the interests of the Class in that Plaintiff is a typical purchaser of the Organic Liaison
26 Weight Loss Program and has no conflicts of interest with any member of the proposed Class.
27 Plaintiff has retained competent and experienced counsel in class action and other complex
28

1 litigation. Plaintiff and her counsel are committed to vigorously prosecuting this action on behalf
2 of the Class and Plaintiff's Counsel has the financial resources to do so.

3 52. **Superiority:** Plaintiff and the Class have suffered injury in fact and have lost money
4 as a result of Defendants' false representations, and will continue to suffer harm as a result of
5 Defendants' unlawful and wrongful conduct. A class action is superior to other available methods
6 for fair and efficient adjudication of this controversy. The expense and burden of individual
7 litigation would make it impracticable or impossible for Class members to prosecute their claims
8 individually.

9 53. The trial and litigation of the Class claims are manageable. Individual litigation of
10 the legal and factual issues raised by Defendants' conduct would increase delay and expense to all
11 parties and the court system. The class action device presents far fewer management difficulties
12 and provides the benefits of a single, uniform adjudication, economies of scale, and comprehensive
13 supervision by a single court.

14 54. Defendants have acted on grounds generally applicable to the entire Class, thereby
15 making final injunctive relief appropriate with respect to the Class as a whole. The prosecution of
16 separate actions by individual Class members would create the risk of inconsistent or varying
17 adjudications with respect to individual members of the Class that would establish incompatible
18 standards of conduct for Defendants.

19 55. Absent a class action, Defendants will likely retain the benefits of their wrongdoing
20 without any recourse or compensation to those who have been damaged from Defendants' actions.
21 Because of the small size of the individual Class members' claims, few, if any, Class members
22 could afford to seek legal redress for the wrongs complained of herein. Absent a representative
23 action, the Class members will continue to suffer losses and Defendants will be allowed to continue
24 these violations of law and retain the proceeds of their ill-gotten gains.

25 56. If necessary, notice of this action may be effected to the proposed class through
26 publication, and for the majority, if not all, class members, direct notice may be achieved through
27 use of contact information from Defendants' records.

1 FIRST CAUSE OF ACTION

2 FALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS &
3 PROFESSIONS CODE § 17200, et seq. (Unfair and Fraudulent Conduct Prongs of the Act)

4 (By Plaintiff and the proposed Class against Defendants)

5 57. Plaintiff repeats and realleges the allegations set forth above, and incorporates the
6 same as if set forth herein at length.

7 58. This cause of action is brought pursuant to Business and Professions Code § 17200,
8 *et seq.*, on behalf of a Class consisting of all persons who purchased the Organic Liaison Weight
9 Loss Program in the State of California for personal use and not for resale during the time period
10 July 2008 through the present. Excluded from the Class are Organic Liaison's officers, directors,
11 and employees, and any individual who received remuneration from Organic Liaison in
12 connection with that individual's use or endorsement of the Organic Liaison Weight Loss
13 Program.

14 59. Business and Professions Code § 17200, et seq., prohibits any "unfair, deceptive,
15 untrue or misleading advertising." For the reasons discussed above, Defendants have engaged in
16 unfair, untrue and misleading advertising in violation of Business and Professions Code § 17200.

17 60. As alleged herein, Plaintiff has standing to pursue this claim as Plaintiff has suffered
18 injury in fact and has lost money or property as a result of Defendants' actions. Specifically,
19 Plaintiff purchased the Organic Liaison Weight Loss Program from the Organic Liaison website
20 for personal use, believing it would be an easy way to lose weight. Prior to purchasing the
21 Organic Liaison Program, Plaintiff relied upon the false representations referenced at ¶¶ 2, 31-32,
22 and 42, which appear on Organic Liaison's website (and are mirrored by the QVC advertising of
23 the Organic Liaison Weight Loss Program on QVC.com and QVC infomercials). Plaintiff used
24 the Organic Liaison Weight Loss Program as directed and it did not work as advertised. Plaintiff
25 would not have purchased the Organic Liaison Weight Loss Program had she known that
26 Defendants' claims about the program were false.

27 61. As alleged in the preceding paragraphs, the acts, omissions, misrepresentations,
28 practices and non-disclosures constitute "unfair" practices within the meaning of California

1 Business & Professions Code § 17200.

2 62. Defendants' business practices, as alleged herein, are unfair because: (1) the injury
3 to the consumer is substantial; (2) the injury is not outweighed by any countervailing benefits to
4 consumers or competition; and (3) consumers could not reasonably have avoided the information
5 because Defendants mislead the consuming public by means of the claims made with respect to
6 the Organic Liaison Weight Loss Program as set forth herein, and there were reasonably available
7 alternatives to further Defendants' legitimate business interests, other than the conduct described
8 herein.

9 63. Defendants' business practices as alleged herein are fraudulent because they are
10 likely to deceive consumers into believing that the Organic Liaison Weight Loss Program has
11 benefits that it does not have.

12 64. In addition, Defendants' use of various forms of advertising media to advertise, call
13 attention to or give publicity to the sale of goods or merchandise which are not as represented in
14 any manner, constitutes unfair competition, unfair, deceptive, untrue or misleading advertising,
15 and an unlawful business practice within the meaning of Business & Professions Code §§ 17531
16 and 17200. Further, Defendants' advertisements have deceived and are likely to continue
17 deceiving the consuming public, in violation of Business & Professions Code § 17500.

18 65. Plaintiff and the Class were misled into purchasing the Organic Liaison Weight Loss
19 Program by Defendants' deceptive conduct described herein. Defendants' misrepresentations and
20 omissions were uniform and would be considered material to the average consumer.

21 66. There were reasonably available alternatives to further Defendants' legitimate
22 business interests, other than the conduct described herein.

23 67. All of the conduct alleged herein occurs and continues to occur in Defendants'
24 business. Defendants' wrongful conduct is part of a pattern or generalized course of conduct
25 repeated on thousands of occasions daily.

26 68. Pursuant to Business & Professions Code §§ 17203 and 17535, Plaintiff and the
27 members of the Class seek an order of this Court enjoining Defendants from continuing to
28 engage, use, or employ their practice of advertising the sale and use of the Organic Liaison

1 Weight Loss Program. Likewise, Plaintiff and the members of the Class seek an order requiring
2 Defendants to disclose such misrepresentations, and additionally request an order awarding
3 Plaintiff restitution of the money wrongfully acquired by Defendants by means of responsibility
4 attached to Defendants' failure to disclose the existence and significance of said
5 misrepresentations.

6 **SECOND CAUSE OF ACTION**

7 **FALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS &**
8 **PROFESSIONS CODE § 17200, et seq. (Unlawful Conduct Prong of the Act)**

9 (By Plaintiff and the proposed Class against Defendants)

10 69. Plaintiff repeats and realleges the allegations set forth above, and incorporates the
11 same as if set forth herein at length.

12 70. This cause of action is brought pursuant to Business and Professions Code § 17200,
13 et seq., on behalf of a Class consisting of all persons who purchased the Organic Liaison Weight
14 Loss Program in the State of California for personal use and not for resale since July XX, 2008.
15 Excluded from the Class are Organic Liaison's officers, directors, and employees, and any
16 individual who received remuneration from Organic Liaison in connection with that individual's
17 use or endorsement of the Organic Liaison Weight Loss Program.

18 71. In the advertising of the Organic Liaison Weight Loss Program, Defendants make
19 false and misleading statements regarding the benefits and the efficacy of the program as set forth
20 above at ¶¶ 2, 31-32 and 36.

21 72. As alleged in the preceding paragraphs, the acts, omissions, misrepresentations,
22 practices and non-disclosures constitute illegal and unlawful business practices within the
23 meaning of California Business & Professions Code § 17200.

24 73. Defendants have unlawfully marketed, advertised and sold the Organic Liaison
25 Weight Loss Program in violation of sections 1770(a)(2), 1770(a)(5), and 1770(a)(9) of the
26 Consumer Legal Remedies Act, Civil Code § 1750, et seq.; and Business & Professions Code §
27 17500.

28 74. Plaintiff and the Class were misled into purchasing the Organic Liaison Weight Loss

1 Program by Defendants' deceptive conduct described herein.

2 75. There were reasonably available alternatives to further Defendants' legitimate
3 business interests, other than the conduct described herein.

4 76. All of the conduct alleged herein occurs and continues to occur in Defendants'
5 business. Defendants' wrongful conduct is part of a pattern or generalized course of conduct
6 repeated on thousands of occasions daily.

7 77. Pursuant to Business & Professions Code §§ 17203 and 17535, Plaintiff and the
8 members of the Class seek an order of this Court enjoining Defendants from continuing to
9 engage, use, or employ their practice of advertising the sale and use of the Organic Liaison
10 Weight Loss Program. Likewise, Plaintiff and the members of the Class seek an order requiring
11 Defendants to disclose such misrepresentations, and additionally request an order awarding
12 Plaintiff restitution of the money wrongfully acquired by Defendants by means of responsibility
13 attached to Defendants' failure to disclose the existence and significance of said
14 misrepresentations.

15 78. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' false
16 representations. Indeed, Plaintiff purchased the Organic Liaison Weight Loss Program because of
17 Defendants' claims that she could lose significant weight easily, even as much as 100 pounds, like
18 Ms. Alley. Plaintiff would not have purchased the Organic Liaison Weight Loss Program if she
19 had known that the claims and advertising as described herein were false.

20 **THIRD CAUSE OF ACTION**

21 **FALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS &**

22 **PROFESSIONS CODE § 17500, et seq.**

23 **(By Plaintiff and the proposed Class against Defendants)**

24 79. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs,
25 and incorporates the same as if set forth herein at length.

26 80. This cause of action is brought pursuant to Business and Professions Code § 17500,
27 *et seq.*, on behalf of a Class consisting of all persons who purchased the Organic Liaison Weight
28 Loss Program in the State of California for personal use and not for resale since July XX, 2008.

1 Excluded from the Class are Organic Liaison's officers, directors, and employees, and any
2 individual who received remuneration from Organic Liaison in connection with that individual's
3 use or endorsement of the Organic Liaison Weight Loss Program.

4 81. In their advertising of the Organic Liaison Weight Loss Program, Defendants made
5 false and misleading statements regarding the benefits and the efficacy of the program and fail to
6 make material disclosures concerning the program, all as set forth above.

7 82. Defendants are aware that the claims they make about the Organic Liaison Weight
8 Loss Program are false, misleading, without basis and unreasonable.

9 83. Defendants engaged in the deceptive conduct alleged hereinabove, which included
10 deceptive and untrue representations regarding the Organic Liaison Weight Loss Program,
11 representations made to induce the public to purchase the products.

12 84. In its marketing and advertising, Defendants make knowingly false and misleading
13 statements regarding the uses and benefits of the Organic Liaison Weight Loss Program.

14 85. As alleged in the preceding paragraphs, the misrepresentations by Defendants of the
15 material facts detailed above constitutes an unfair and fraudulent business practice within the
16 meaning of California Business & Professions Code § 17200.

17 86. There were reasonably available alternatives to further Defendants' legitimate
18 business interests, other than the conduct described herein.

19 87. All of the conduct alleged herein occurs and continues to occur in Defendants'
20 business. Defendants' wrongful conduct is part of a pattern or generalized course of conduct
21 repeated on hundreds if not thousands of occasions daily.

22 88. Plaintiff and the Class were misled into purchasing the Organic Liaison Weight Loss
23 Program by Defendants' deceptive conduct and misleading advertising as alleged hereinabove.

24 89. Plaintiff and the Class were misled and, because the misrepresentations and
25 omissions were uniform and material, presumably believed that the Organic Liaison Weight Loss
26 Program has benefits which it does not.

27 90. In addition, Defendants' use of various forms of advertising media to advertise, call
28 attention to or give publicity to the sale of goods or merchandise which are not as represented

1 constitutes unfair competition, unfair, deceptive, untrue or misleading advertising, and an
2 unlawful business practice within the meaning of Business & Professions Code §§ 17531 and
3 17200. Further, Defendants' advertisements have deceived and are likely to continue deceiving
4 the consuming public, in violation of Business & Professions Code § 17500.

5 91. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' false
6 representations. Indeed, Plaintiff purchased the Organic Liaison Weight Loss Program because of
7 Defendants' claims that she could lose significant weight easily, even as much as 100 pounds, like
8 Ms. Alley. Plaintiff would not have purchased the Organic Liaison Weight Loss Program if she
9 had known that the claims and advertising as described herein were false.

10 92. Plaintiff and the Class have suffered injury in fact and have lost money as a result of
11 Defendants' false representations. Indeed, Plaintiff purchased the Organic Liaison Weight Loss
12 Program because of the claims made by Defendants on the Organic Liaison website. Plaintiff
13 would not have purchased the Organic Liaison Weight Loss Program if she had known that the
14 advertising as described herein was false.

15 **FOURTH CAUSE OF ACTION**

16 **VIOLATION OF CALIFORNIA CIVIL CODE § 1750, et seq.**

17 **(By Plaintiff and the proposed Class against Defendants)**

18 93. Plaintiff repeats and realleges the all allegations of the previous paragraphs, and
19 incorporates the same as if set forth herein at length.

20 94. Plaintiff brings this claim under *Civil Code* § 1750, *et seq.*, the Consumer Legal
21 Remedies Act, on behalf of herself and a Class consisting of all persons who purchased the
22 Organic Liaison Weight Loss Program in the State of California for personal use and not for
23 resale since July XX, 2009. Excluded from the Class are Organic Liaison's officers, directors,
24 and employees, and any individual who received remuneration from Organic Liaison in
25 connection with that individual's use or endorsement of the Organic Liaison Weight Loss
26 Program.

27 95. The Consumer Class consists of thousands of persons, the joinder of whom is
28 impracticable.

1 96. By a letter dated December 1, 2011, Plaintiff advised Defendants of their false and
2 misleading claims pursuant to California Civil Code Section 1782(a). See Exhibit B.

3 97. By a letter dated February 14, 2012, Defendant Kirstie Alley and Defendants
4 Organic Liaison LLC, and Organic Liaison Management Inc., through their counsel, Robert J.
5 Becerra, responded to Plaintiff's Civil Code Section 1782(a) letter. See Exhibit C.

6 98. As alleged hereinabove, Plaintiff has standing to pursue this claim as Plaintiff has
7 suffered injury in fact and has lost money as a result of Defendants' actions as set forth herein.
8 Specifically, prior to the filing of this action, Plaintiff viewed Defendants' false and misleading
9 claims on the Organic Liaison website and believing the claims to be true, purchased the Organic
10 Liaison Weight Loss Program for her own personal use. She has used the Organic Liaison
11 Weight Loss Program, but the products have not worked as advertised and were worthless to her
12 as a weight-loss aid. Had Plaintiff known that the Product would not help her lose weight and
13 that diet and exercise alone were the cause of Kirstie Alley's weight loss, she would not have
14 expended money (nearly \$200) on these bogus weight loss supplements.

15 99. Plaintiff has concurrently filed the declaration of venue required by *Civil Code* §
16 1780(d).

17 100. There are questions of law and fact common to the class, which questions are
18 substantially similar and predominate over questions affecting the individual members, including
19 but not limited to: (a) whether Defendants represented that the Organic Liaison Weight Loss
20 Program has characteristics, benefits, uses or quantities which it does not have; (b) whether the
21 existence, extent and significance of the major misrepresentations and material omissions
22 regarding the purported benefits, characteristics and efficacy of the Organic Liaison Weight Loss
23 Program violate the Act; and (c) whether Defendants knew or should have known of the existence
24 of these misrepresentations.

25 101. The policies, acts, and practices heretofore described were intended to result in the
26 sale of the Organic Liaison Weight Loss Program to the consuming public, particularly self-
27 conscious women seeking to combat weight issues, and violated and continues to violate §
28

1 1770(a) (5) of the Act by representing that the Organic Liaison Weight Loss Program has
2 characteristics, benefits, uses or quantities which it does not have.

3 102. Defendants fraudulently deceived Plaintiff and the Class by representing that the
4 Organic Liaison Weight Loss Program has certain characteristics, benefits, uses and qualities
5 which it does not have (i.e., suppresses appetite, increases energy and aids in significant weight
6 loss). In doing so, Defendants intentionally misrepresented material facts creating the uniform,
7 false net-impression that the product is an FDA approved weight loss product capable of easily
8 causing significant weight loss and caused Defendant Kirstie Alley to lose a whopping 100
9 pounds. Defendants falsely market the Organic Liaison Program as a weight-loss aide, and then
10 charge a premium for supplements that are worthless in causing weight loss. Defendants also
11 intentionally concealed material facts from Plaintiff and the Class, specifically, that Ms. Alley's
12 dramatic 100 pound weight loss was due to a significantly reduced calorie diet and 5 to 7 hours a
13 day of exercise and not because she was using the Organic Liaison Weight Loss Program. Said
14 misrepresentations and concealment were done with the intention of deceiving Plaintiff and the
15 Class and depriving them of their legal rights and money.

16 103. Defendants knew that the Organic Liaison Weight Loss Program cannot cause
17 and/or assist consumers with significant weight loss by increasing energy or suppressing appetite
18 as represented in Defendants' advertisements on the Organic Liaison website and on QVC
19 television and online advertisements.

20 104. Defendants' actions as described hereinabove were done with conscious disregard of
21 Plaintiff's rights and Defendants have acted wantonly and maliciously in their concealment of the
22 same.

23 105. Defendants' wrongful business practices constituted, and constitute, a continuing
24 course of conduct in violation of the CLRA since Defendants are still representing that its
25 products have characteristics and abilities which the products do not have, and have thus injured
26 Plaintiff and the Class.

27 106. As a direct and proximate result of Defendants' unlawful, unfair, fraudulent and
28 deceptive business practices and/or false representations and omissions concerning material facts,

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Plaintiff and the Class have suffered injury in fact and have lost money.

FIFTH CAUSE OF ACTION

BREACH OF IMPLIED WARRANTY

(By Plaintiff and the proposed Class against Defendants)

107. Plaintiff repeats and realleges the all allegations of the previous paragraphs, and incorporates the same as if set forth herein at length.

108. The Organic Liaison Weight Loss Program was sold with the with the implied warranty of merchantability in that the product would pass without objection in the trade, is fit for the ordinary purpose for which it is used, is adequately contained, packaged, and labeled, and conforms to the promises or affirmations of fact made during advertisements for the Product on Defendants' website and on QVC. The Organic Liaison Weight Loss Program does not meet the foregoing criteria since it does not perform as advertised.

109. The Organic Liaison Weight Loss Program was sold with the implied warranty of fitness in that Defendants had reason to know of the particular purpose for which the product was required –weight loss– and Plaintiff and the putative class members relied upon Defendants' skill and judgment to furnish suitable goods. The Organic Liaison Weight Loss Program is not suitable for the purpose for which it was required and sold. The product does not allow consumers to easily lose significant amounts of weight as advertised and thus Defendants' breached an implied warranty.

110. The defects in the Organic Liaison Weight Loss Program are inherent in the product and thus existed prior to the delivery of the product to Plaintiff and the putative Class members.

111. Plaintiff provided Defendants with notice of her warranty claim, on behalf of herself and the putative Class members, by virtue of the notice letter sent to Defendants on February 14, 2012. Defendants have failed to fulfill their warranty obligations despite said notice.

112. Plaintiffs and the putative Class members have incurred damages as described herein as a direct and proximate result of the worthless product and Defendants' breach of the implied warranties, in that Plaintiff and the putative Class have paid the purchase price for a

Milstein Adelman LLP
2800 Donald Douglas Loop North
Santa Monica, California 90405

07/23/12

Milstein Adelman LLP
2800 Donald Douglas Loop North
Santa Monica, California 90405

07/23/12

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

product that is worthless. Plaintiff, on behalf of herself and the putative class members, has requested that Defendants correct its advertising and Defendants have refused. Plaintiff and the putative Class members are entitled to refund of the purchase price of the product, consequential and incidental damages, costs and expenses, including attorney's fees.

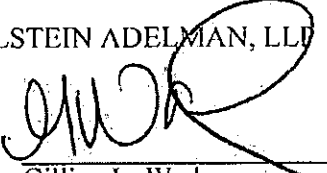
PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and on behalf of the members of the Class defined herein, prays for judgment and relief on all Causes of Action as follows:

- A. An order certifying that the action may be maintained as a Class Action;
- B. An order enjoining Defendants from pursuing the policies, acts, and practices complained of herein and requiring Defendants to pay restitution to Plaintiff and all members of the Class;
- C. Actual damages;
- D. Punitive damages;
- E. Pre-judgment interest from the date of filing this suit;
- F. Reasonable attorneys' fees;
- G. Costs of this suit; and
- H. Such other and further relief as the Court may deem necessary or appropriate.

DATED: July 20, 2012

MILSTEIN ADELMAN, LLP

By: 
Gillian L. Wade
Stephanie Mazepa
Attorneys for Plaintiff,
Marina Abramyan and the Proposed Class

KABATECK BROWN KELLNER LLP
Brian S. Kabateck
Evan M. Zucker
Attorneys for Plaintiff,
Marina Abramyan and the Proposed Class

JURY TRIAL DEMANDED

Plaintiff demands a jury trial on all triable issues.

DATED: July 20, 2012

MILSTEIN ADELMAN, LLP

By:



Gillian L. Wade
Stephanic Mazcpa

Attorneys for Plaintiff,
Marina Abramyan and the Proposed Class

KABATECK BROWN KELLNER LLP

Brian S. Kabateck
Evan M. Zucker

Attorneys for Plaintiff,
Marina Abramyan and the Proposed Class

Milstein Adelman LLP
2800 Donald Douglas Loop North
Santa Monica, California 90405

07/23/12

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



EXHIBIT A

FLYsole

2012 Chevrolet Volt with available navigation system. The 2012 Volt is a 4-door sedan with a 230-hp electric motor and a 16-gallon gas tank. Currently eligible through January 1, 2012. Government tax credit may apply. See dealer for details. Dealer's price may vary. Dealer's price includes destination charge. Stock quantities limited to 40,000 applicants. The Chevrolet Volt is not available in all states. See dealer for details. Chevrolet Volt is available to order at participating dealers.

Chevy Runs Deep

CELESTIE KATZ
DAILY POLITICS

[CLICK HERE FOR REAL POLITICS](#)

Thursday, July 12, 2012

NYDailyNews.com / TV & Movies

LOGIN WITH FACEBOOK / SIGN IN

Jobs Autos Classifieds Contests Daily Reader Offers Search site

DAILY NEWS

SITE | WEB | BLOGS | POWERED BY YAHOO!

AMERICA NEW YORK news sports **showbiz** opinion living photos video services

More of Entertainment : GOSSIP | TV & MOVIES | MUSIC & ARTS | BUY TICKETS | SHOWBIZ PICS

'Dancing With the Stars' contestants' biggest weight losses

1 of 9 [NEXT](#)



PHOTOGRAPH BY GUY AROCH/GETTY IMAGES



BOB D'AMICO/ABC (11/11/10)

Kirstie Alley

The best weight loss secret in Hollywood doesn't involve an expensive regime. Instead the recipe calls for a cha-cha, a tango, and even a rumba. Check out the stars with the biggest weight losses on 'Dancing With the Stars' ... Forget 'Cheers' or even 'Fat Actress,' Kirstie Alley's best TV show to date is 'Dancing With the Stars.' The actress lost a total of 100 pounds after completing her stint on season 12. Alley may have finished the competition in second place, but she was the season's real winner.

[Recommend](#) [Confirm](#) [Twitter](#) 0 [+1](#) [StumbleUpon](#) [Email](#) [Print](#)

LATEST GALLERIES | **MOST POPULAR**

- The Rolling Stones: From 1962-2012**
Exactly fifty years ago The Stones first rolled. On July 12, 1962, the first incarnation of the band played its
- The hottest wives and girlfriends in sports**
Sports stars are known for their ability to score on and off the field.
- Celebrity mug shots**
The paparazzi may snap an unflattering photo now and then, but a mugshot is never a pretty picture.
- Lady Gaga: The ultimate costumer**
Everyone's favorite wig-loving singer-songwriter, Lady Gaga, continues to dazzle her 'little monsters' with an

OTHER STORIES

- ▶ Travolta, Kelly Preston show awkward PDA
- ▶ Billy Bob Thornton: I blew my marriage to...
- ▶ Snooki 'really upset' over how 'Jersey Shore'...
- ▶ 'I'm alright': Katie stocks up for BBQ sans Tom
- ▶ Tom Cruise lawyer threatens lawsuit against...
- ▶ Usher's family friend under investigation for jet...
- ▶ 8 Celebs Who Are Aging Badly (Michelle Williams...
- ▶ Anderson Cooper Gay: Boyfriend Benjamin
- ▶ Should 66-Year-Old Cher Be Wearing an Outfit

07/23/12

ADS BY YAHOO!

Man Cheats Credit Score

He Added 126 Points To His Credit Score Using This 1 Easy Tip.

(www.SecretsOfYourCreditScore.org)

ad

Find A Car In Your Area. View New & Used Local Listings Now!

(AutoTrader.com)

Free Local Classified Ads

Browse Local Classified Ads Today

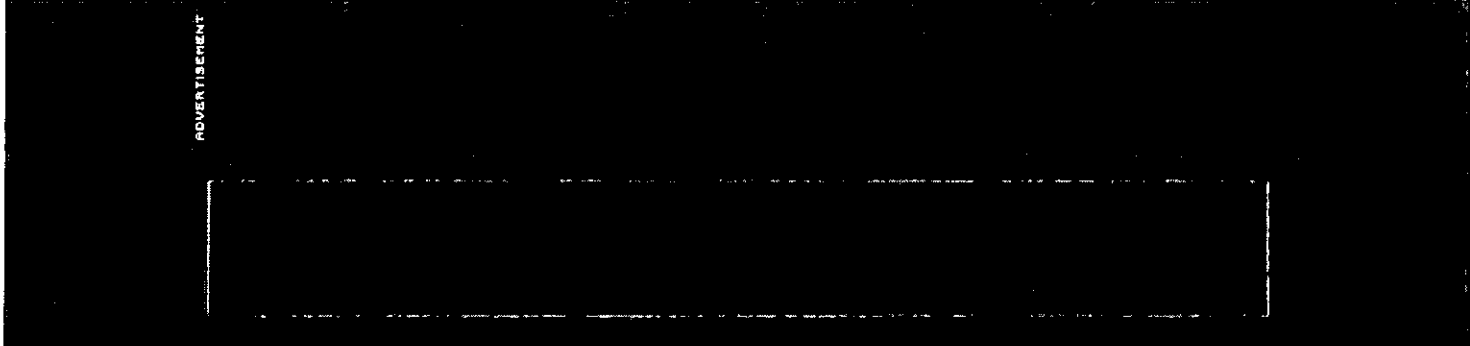
Post Your Bulk Listings Here

(www.QuickAdsNow.com)

[Media Kit](#) | [Home Delivery](#) | [Newsletters](#) | [Place an Ad](#) | [About our Ads](#) | [Contact Us](#) | [FAQ's](#) | [Site Map](#)

Use of this website signifies your agreement to the [Terms of Service](#) and [Privacy Policy](#).
© Copyright 2012 NYDailyNews.com. All rights reserved.

07/23/12



WORLD NEWS WITH CLARE BARRETT NIGHTLINE *this week* with George Stephanopoulos 20/20

GOOD MORNING AMERICA abc NEWS HOT TOPICS: Pravigil • Sage Stallone • Qsymia abc Search

Home U.S. World Politics Video Investigative Health Entertainment Money Tech

HOME > ENTERTAINMENT

Gaining, Losing Weight Means Big Paydays for Celebs

[Recommend](#)
[Confirm](#)
[Tweet](#) 82
 [Share](#)
[Text Size](#)
[Print](#)
[View Individually](#)

By GWEN GOWEN
May 11, 2012



When legendary beauty Elizabeth Taylor packed on the pounds, she found herself the butt of late-night jokes...but today, she might find herself making millions off endorsements.



Jenny Craig

Valerie Bertinelli is a spokesperson for Jenny Craig.

As the success of celebrities like Valerie Bertinelli and Kirstie Alley shows, waging a public battle with the bulge is no longer a detour from stardom.

Celebrities "are able to monetize just getting fat and losing weight," explained Jo Piazza, author of the 2011 book "Celebrity Inc.: How Famous People Make Money."

Watch the full story on the latest episode of "20/20" online.

The key, Piazza said, is teaming up with a weight-loss company. Bertinelli became the face of Jenny Craig and lost 50 pounds in the process.

ADVERTISEMENT

Brand New Policy in California
(July 2012) If you drive in California you better read this... [Learn More >](#)

Insurance.Comparisons.org



WATCH FRIDAYS ON ABC

"I believe in Jenny Craig. They've gotten me to where I am today," the former "One Day at a Time" star said in a 2009 interview with ABC News.

After shedding the weight, Bertinelli went on to become a best-selling author with the book "Losing It: And Gaining My Life Back One Pound at a Time" and scored a starring role in the cable sitcom "Hot in Cleveland."

Piazza said celebrities take home anywhere between \$500,000 and \$2 million for endorsing diet programs. New mom Jessica Simpson reportedly signed a Weight Watchers deal worth \$3 million.

"Jessica has not been shy about gaining weight with this pregnancy," Piazza said. "But I think that she hasn't been shy about it because she knows that she's going to do a diet endorsement deal when all of this is over."

Piazza estimated that Valerie Bertinelli's earning equaled roughly \$60,000 for each pound she lost. On average, she said, celebrity diet endorsers earn about \$33,000 for every dropped pound.

But they don't do it alone. Piazza said that, unlike your average dieter, celebs often have the benefit of personal chefs and personal trainers.



Theo Wargo/Getty Images

Kirstie Alley attends Maksim Chmerkovskiy's Ballroom Birthday Bash at the Hammerstein Ballroom, Jan. 27, 2012 in New York City.

Stars like Bertinelli have kept the weight off...but putting it back on doesn't mean disaster for celebs either. Case in point: Famous yo-yo dieter Kirstie Alley.

Alley signed on to work with Jenny Craig in 2005. She went on to lose 75 pounds, according to a Jenny Craig spokesman, but then gained it all back and then some.

Today, Alley is svelte once more after competing on ABC's physically grueling dance competition, "Dancing With the Stars" last year and starting her own grassroots fitness campaign, "100 Days of Dance."

What's more, Alley started her own weight-loss program, called Organic Liason, consisting of weight-loss products, dietary supplements and online tools such as a menu planner.

"Now, instead of just being paid by Jenny Craig, she's making all the profits," Piazza said.

Piazza suggested Alley regained the weight she lost with Jenny Craig on purpose.

Said Alley, "I wish I was that smart, I'd be a billionaire by now."

While female celebs fronting

07/27/12



- Is This Pill the Secret to Success?
- Nazi War Criminal, 97, Now in Custody
- Utah Man Comes Clean in Self-Penned Obituary

ABC News on

ABC News on Facebook

Like **You like ABC News.** Admin Page · Insights · Error You and 570,300 others like

Create an account or log in to see what your friends are doing.

Video: Backstreet Boys Announce New Album on 'GMA' 13,137 people recommend this.

McDonald's Announces End to 'Pink Slime' in Burgers 3,872 people recommend this.

Facebook social plugin

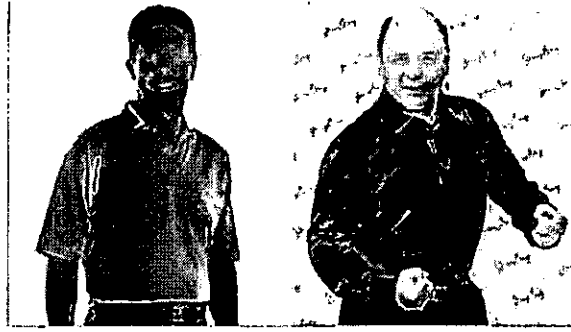
Follow 20/20



- Sponsored Links**
- Free Business Grants 2009**
Your Free Money Search Stops Here..Apply Today & Get Free Money Now!
USAGrantApplications.org
- Local Coupons**
1 ridiculously huge coupon a day. Get 50-90% off your city's best!
www.Groupon.com
- Don't let FAT get on you!**
Eat RIGHT food that burns fat, help your stomach stay flat forever
SmartLifestyleDaily.com
- 1.80% CD Accounts**
Get the Highest Rates on CDs. View the Top 5 CD Rates in the Nation.
RateCatcher.com/Top-5-CD-Rates

weight-loss products have included singers like Jennifer Hudson (for Weight Watchers) and actresses like Bertinelli and Alley, former athletes seem to be preferred weight loss role models for men.

Piazza calls retired quarterback Dan Marino, a spokesman for Nutrisystem, a "breakout star."



Nutrisystem/Getty Images

Dan Marino poses for a photo after losing weight with Nutrisystem. Jenny Craig client Jason Alexander makes his 30-pound weight loss debut during a press conference at The Pierre Hotel on May 17, 2010 in New York City.

"Athletes are aspirational to men. Every man secretly thinks that he's Dan Marino in his prime -- he just has to lose about ten pounds to get there," Piazza said.

In contrast, ads by "Seinfeld" star Jason Alexander for Jenny Craig just didn't have the same impact, Piazza said.

"Jason Alexander's ads were hilarious, but frankly, men don't want to lose weight to look like George Costanza," Piazza said, referring to Alexander's "Seinfeld" character.

Charles Barkley is one of the latest former athletes to jump on the weight-loss bandwagon. The retired basketball player-turned-sports commentator said he's lost 42 pounds while being a spokesman for Weight Watchers.



Leon Bennet/Getty Images

Charles Barkley attends 10th Annual Kenny The Jet Smith NBA All-Star Bash, Feb. 24, 2012 in Orlando, Florida.

"I can't believe I'm getting' paid to lose weight!" he told "20/20" correspondent Deborah Roberts. "This is the greatest country in the world!"

Watch the full story on the latest episode of "20/20" online.

Recommend Confirm Tweet 82 Share Text Size Print View Individually

MORE FROM ABC NEWS

- New Weight Loss Surgery: POSE Performed Through the Mouth
The Wine and Chocolate Diet?
How Did This Woman Lose More Than 100 Pounds?
Losing It: The Big Fat Trap
Losing It: The Big Fat Money Pit
Feeding Tube Diet: How Tube Is

FROM AROUND THE WEB

- 8 of the Ugliest Celebrity Feet (You Won't Believe The Pretty Faces These Ugly Feet Belong To)
Sarah Burton Still Can't Talk About Kate's Wedding Dress
Why Colorists Hate At-Home Haircolor

6/18/2012

Inserted

New Demi Moore Photos (StyleBistro)

More Video » 7 Worst Foods for Your Body (Shape Magazine)

[What's This?]

RELATED TOPICS: Diet And Weight Loss, Nutrition, Weight Watchers, Hot In Cleveland, Kirstie Alley, 20/20, Jennifer Hudson, Valerie Bertinelli, Jason Alexander, Charles Barkley

Related Links

A Fruit That Burns Fat?

Strange Raspberry extract makes women thinner in thighs, face and arm. ConsumerLifeStyle.org

Liposuction - \$1,795

Full Body, Liposuction Special. April Lipo Special. Financing. www.sandimassurgical.com

Get Thin And Stay Thin

Discover Sleep And Get Thin This Product Will Help You Shed Weight http://droppounsfast.info

↑ Top

Comment & Contribute

Do you have more information about this topic? If so, please click here to contact the editors of ABC News.

Empty rectangular box for user comments.

POST YOUR COMMENT



External links are provided for reference purposes. ABC News is not responsible for the content of external Internet sites. Copyright © 2012 ABC News Internet Ventures. Yahoo! - ABC News Network

BACK TO TOP

Sections

- U.S.
World
Politics
Investigative
Health
Entertainment
Money
Technology
Travel
Recipes
News Topics

Shows

- NY Med
Good Morning America
World News with Diane Sawyer
Nightline
This Week with George Stephanopoulos
20/20
Primetime
What Would You Do?
ABC.com

Tools

- iPad App
Register
Sign In
Facebook
Twitter
Blogs
Emails & News Alerts
Message Boards
RSS Headlines

About

- Contact Us
Feedback
Advertising
Privacy Policy
Interest-Based Ads
Terms of Use
ABC News Store
Site Map
Site Index
Authors List
ABC News | Univision

07/23/12



Search Find stories, photos and video

Dallas, TX | Radars | Interactive Radars | Traffic 95° Scattered Clouds

- Home News Weather Traffic Sports Video Entertainment Community Marketplace YouNews On TV GMT Login

Entertainment Print Email Share Like

- Mobile RSS Feeds Special Offers Newsletters Twitter Facebook

Pros and cons of Kirstie Alley's weight loss program



by DEBBIE DENMON

Recommend Confirm

WFAA Posted on January 2, 2012 at 7:07 PM

Kirstie Alley made all the right moves on "Dancing with the Stars" — so much so that the 60-year-old actress wowed the audience by going from a plus size to a size 4/6.

Related:

- Coach Carla Ferrer's Web site Kirstie Alley's Organic Liaison Web site

Alley did countless interviews saying eating right helped her shed 100 pounds since completing her role on the 12-week hit ABC show.

Alley's weight loss secrets can be found on her Web site, Organic Liaison, which is her weight loss program challenging people to exercise an hour a day and to eat organic foods.

Dallas weight loss expert Carla Ferrer says there are pros and cons to Alley's approach.

"The pro? That she went the organic route, I love, because I'm about real food and natural weight loss, living realistically and sustainably," Ferrer said. "Organic is something we can all do."

Alley's program calls for eating that first organic meal shortly after awakening. It recommends six small organic meals in all. Eight-hundred meal plans are offered at the Organic Liaison site, along with Alley's green tea product and other items that supplement the plan.

"The moment you are having to buy products in order to reach that goal tells me you are going to have to continue to buy that product to maintain that goal," Ferrer said. "The issue is, it's restrictive and limiting."

Alley's weight loss plan also calls for dieters to weigh in each morning, keep a journal of every bite, and document the calories taken in throughout the day.



CUDDLE ON THE TIGHTROPE MAY 12 – SEPTEMBER 9 Nasher Sculpture Center

Entertainment Video



Will Ferrell, Zach Galifianakis have tug-of-war with Fort Worth troops



Dallas 'Bachelorette' castoff says he still has strong feelings



Ron talks to the cast and crew of 'Step Up Revolution'



Springsteen and McCartney silenced by curfew at London park

MORE VIDEO

Most Viewed

Most Emailed

- Rotten Tomatoes suspends comments on 'Dark Knight' Will Ferrell, Zach Galifianakis have tug-of-war with Fort Worth troops VIDEO Dallas 'Bachelorette' castoff says he still has strong feelings Photos: Baby panthers in Berlin zoo Photos: Comic-Con 2012 sightings

MORE>>

LinkTown WFAA.com The People-Powered Business Directory Business: [City] Location: [City, TX] Auto Dealers Auto Repair Bar Carpet Cleaning Child Care Chocolate Coffee Dentist Doctor Florists Furniture Golf Course Gym Hair Salon 07/23/12

- Hotels
- Insurance
- Jewelry
- Landscaping
- Locksmith
- Movers
- Pizza
- Plumbing
- Realtor
- Remodeling
- Storage
- Browse all »**

by MojoPages

"It's not realistic to think that every bite or lick of something you are going to be able to write it down and track it," Ferrer said. "Sure, can you do that for a few weeks... but forever? That's a very long time."

"Coach Carla," as she's called, has offered weight loss advice to thousands of clients for 18 years. She has her own Web site (CoachCarlaTexas.com) and has written a book called "Fat to Fan-TABULOUS" after tipping the scales at 330 pounds and losing 135 pounds in nine months by changing the way she eats and exercising.

Ferrer is credited for keeping the weight off for 18 years with no gimmicks. She believes people should ditch the strict diet plan. She doesn't eat sugar-free or low-calorie foods, but tells clients to eat what they want -- in moderation.

She said the key is to plan for it and get back to eating sensibly and healthy the majority of the time.

Alley's nutritionist said her program also speaks against eating low-fat and sugar-free foods; again, eating organic foods is key. Ultimately, Ferrer thinks Kirstie Alley's Organic Liaison will work for some.

"If you want to go on a diet it is probably a great program... if you are of that analytical mindset," Ferrer said, adding it is not for those who need a long-term change in diet that they can stick to for the rest of their lives.

Kirstie Alley's weight loss plan is detailed online and her products are only offered online and are not sold in stores. The "Dancing with the Stars" star just launched an initiative for folks to pledge to dance for 100 straight days.

Ferrer said her favorite part of the Organic Liaison plan is that Alley is asking people to move while scaling back on calories. That's a win-win -- no matter what your resolution is for the New Year!

E-mail ddenmon@wfaa.com

Print Email Share Like

Next article

Will Ferrell, Zach Galifianakis have tug-of-war with Fort Worth troops

<



Play Video

Will Ferrell, Zach Galifanakis have tug-of-war with Fort Worth troops



Play Video

Dallas 'Bachelorette' castoff says he still has strong feelings



Play Video

Ron talks to the cast and crew of 'Step Up Revolution'

>

MORE VIDEO

Post to Facebook

Comment using...

Facebook social plugin

- Home
- News
- Weather
- Traffic
- Sports
- Video
- Entertainment
- Community
- Marketplace
- YouTews
- On TV
- GMT

wfaa.com

214-748-9631 (phone)

Search

Contact Us
Employment
Advertising

ZIMBIO



EARN MORE. YOU'VE EARNED IT.

\$0 Intro Annual Fee for the first year, and earn 25,000 Membership Rewards® points



APPLY NOW

Terms and Restrictions Apply

- HOME
- PICTURES
- VIDEOS
- CELEBS
- MOVIES
- TV
- MUSIC
- STYLE
- MORE ▾



Kirstie Alley

Main Articles Pictures Videos Polls more ▾ Style »

Follow K Like Confirm

PREV

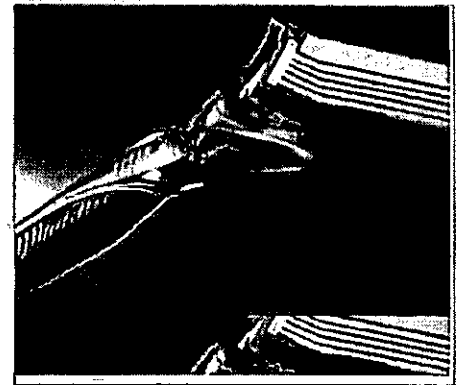
NEXT

Kirstie Alley Loses 100 Pounds: Before and After Pictures

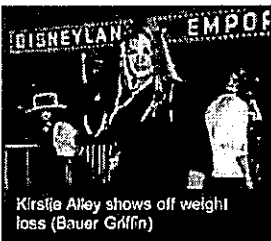
By Deena Bustillo on September 22, 2011



Pacific Coast News, Gelly Images (February 2011 and September 2011)



Kirstie Alley has lost 100 pounds! And, most of it has come off since February. The former Dancing with the Stars champ has shrunk quite a few dresses sizes over the last few months, and swears she's done it the old-fashioned way: exercise and diet changes.



"Thank you for all your SWEET comments," the star tweeted about her recent pics. "NO surgery, NO flippin lasers, NO barfing, NO starving...Jeez...my products, organic food, dance."

She says she dances every day and fol

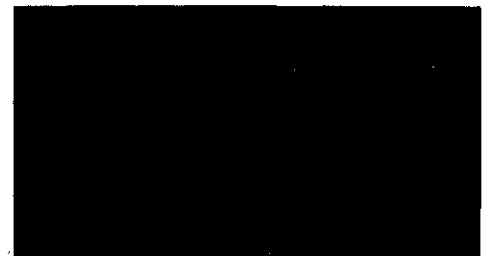
Share Tweet Print Like Confirm Follow Like Confirm

Back in March the actress said she'd lost about 60 pounds on her current diet and she aimed to shed another 30 or more on the show.

Featured Stories



Hollywood's Hottest Bikini Moms



See more Kirstie Alley weight loss pics here:
September 2011:

07/23/12



Actress Kirstie Alley attends lia sophia celebrates "Social Fashion" and debuts "boudika" Red Carpet Collection at Empire Hotel on September 12, 2011 in New York City. (Getty Images) [more pics](#)

June 2011:



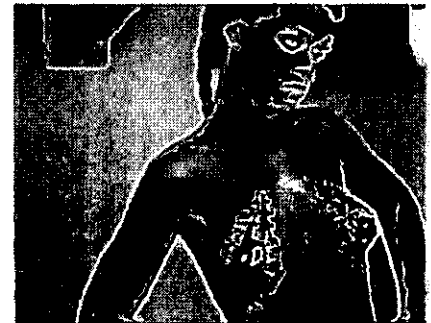
Suri Cruise's Best Fashion Moments So Far



Anderson Cooper and 22 Other Stars Coming Out



Miley Cyrus Shows Off Bikini Body in Miami



Rihanna's Body Paint: A Behind the Scenes Look

Like Us on Facebook



07/23/12



Kirstie Alley makes a statement in a yellow dress as she arrives in a convertible at the after party for the film "Hornblower" in NYC. (Pacific Coast News) [more pics »](#)

May 2011:

07/23/12

ZIMBIO **Zimbio** on Facebook

Like You like this. Page · Insight

Confirm You like this. Page · Insight

254,821 people like Zimbio. 254,820 people like Zimbio.

Ernesto Evan Mauricio

Facebook social plugin

EARN MORE. YOU'VE EARNED IT.

\$0 Intro Annual Fee for the first year, and earn 25,000 Membership Rewards® points

APPLY NOW

Terms and Restrictions Apply



World Premiere of "Pirates of the Caribbean: On Stranger Tides", Disneyland, Anaheim, CA. May 7, 2011. (Bauer Griffin) [more pics »](#)

January 2010:

07/29/12



Kirstie Alley is all smiles for the cameras as she leaves Katsuya restaurant in Hollywood with her adopted daughter Lillie Price and adopted son, William True. Kirstie had a whole crew of cameramen who were filming for a documentary. The 'Look Who's Talking' actress's weight has fluctuated greatly over the years and she has reportedly "twittered" that having already lost 6 lbs since the beginning of the year she determined to regain her slim figure and is motivating herself by sticking flattering photos of herself on her fridge. (Pacific Coast News) [more pics](#)

November 2008:

07/23/12



Actress Kirstie Alley out shopping in Los Feliz before heading to her church. (FlynetPictures.com) [more pics](#)



Also on Zimbio: Celebrity Body Transformations



07/23/12

Related Articles:

Pictures: Kirstie Alley Is Keeping Up with Her Diet

- Kirstie Alley: «Nu va loviti copiii!»
- Why gaining and losing weight means big payday for celebs
- Celebs who pitch weight-loss programs
- Celebrity Kitchens: Kirstie Alley



Deena Bustillo

A Senior Associate Editor at Zimbio and lover of all things Bieber and sparkly. Follow me on Twitter.

« PREVIOUS

NEXT »



Comments

 Add a comment...

Post to Facebook

Facebook social plugin

Advertisements



07/23/12

Home > Dancing With The Stars > Kirstie Alley > weight loss > Kirstie Alley Has Lost 38 Inches Since...

Kirstie Alley Has Lost 38 Inches Since Starting 'Dancing With The Stars!'

421 days ago by Kirstin Benson [Follow @kirstinbenson](#) 13 Comments



Weight Loss

Lose Your Weight Without Feeling Hungry!

LapBandVIP.com

Before and After Photos

Chris Brown: Why I'm Scared To Love Rihanna
Chris and Rihanna have been flirting back and forth a lot recently, but...
[Read Article](#) ▶



Beyonce Steps Out With Blue Ivy — Cute New Pics
Finally! A recent pic where we can see Blue Ivy's face — and...
[Read Article](#) ▶



'Bachelorette' Emily Maynard: Who She Will Introduce To Ricki?
Emily's family — including her daughter Ricki — will be...
[Read Article](#) ▶



Kristen Stewart Breast Implant Debate — Doctors Vs. Readers
We were shocked when we saw the report on July 18 that Kristen got breast...
[Read Article](#) ▶



It's Ridiculous That New Yahoo CEO Marissa Mayer's Pregnancy Is An...
I say hooray that Yahoo has chosen a highly qualified Internet mogul as...
[Bonnie Says](#) ▶



Tom Cruise's Kids, Connor & Isabella, Have Not Talked To Katie Holmes...
It's been less than three

18

3837

Like

8

Tweet

0

+1

07/23/12



Kirstie Alley looks totally different now than when she began 'Dancing with the Stars' a couple months ago. She says her body has changed so much, she's lost 38 inches all around!

Formerly a pin-thin Hollywood star, **Kirstie Alley** has struggled with obesity for years. Despite being the Jenny Craig spokesperson and even having a reality show dedicated to her weight loss, the only thing that's seemingly worked for the 60-year-old comedian has been *Dancing with the Stars*. In fact, she's dropped 38 inches since beginning the competition two and a half months ago!

"It was like, keep whittling, whittling, whittling," Kirstie told the Associated Press about her recent victory. "And the other thing that's really more significant to me — I mean, I love the whittling, I like being skinny — I'm really strong and really agile and it gave me a new life."

Last month, Kirstie — who's 5'7" and weighed 228 pounds at her heaviest — revealed her weight loss number to *US Weekly*...but has stayed mum since.

"I've lost 60 pounds, and I have 30 or 40 more to go. And I think with this strenuous, rigorous dance schedule, I think it's going to work," Kirstie said.

In May, Kirstie's intense dance schedule and strict diet began to get the best of her. During one rehearsal, she fell down from lack of energy.

Although she vehemently denied she was starving herself on purpose, her partner, Maksim Chmerkovskiy, told her 1,400 calories a day wasn't enough food combined with her hours of dance practice.

"I wasn't intentionally not eating. I forgot!" she explained.

Nevertheless, since that particular show May 9, Kirstie has said she's made a concerted effort to eat more and stress less about dropping weight.

We can't wait to read about her dramatic weight loss when she's on the cover of a weekly after *Dancing with the Stars* ends May 24. How much do YOU think she'll have lost by then?

Kirstin Benson

Read more about *Dancing with the Stars*:

- 7/19/12 Petra Nencova Gets The Boot From 'DWTS' & We Can't Believe Who Else Was On The Chopping Block!
- 7/19/12 Kirstie Alley Turns The Table (Literally) & DJs At Club After 'DWTS' Exclusive Pics!

weeks since Katie filed for divorce, and in...
[Read Article](#) ► **NEW!**



Louis Tomlinson & Liam Payne Buy Cars For Their Girlfriends
We've all seen the photographic proof that One Direction's Louis and...
[Read Article](#) ► **NEW!**



If Kim Kardashian & Kanye West Do A Reality Show - Will It Tear Them...
Kim Kardashian and Kanye West are in the midst of a passionate new love...
[Read Article](#) ► **1**



Justin Bieber's Newest Protégé: Madison Beer
For Justin Bieber, it takes 140 characters or less to make someone an...
[Read Article](#) ► **1**



Robert Pattinson Out In L.A. Without Kristen Stewart
We've seen the couple jet-setting all over the country lately, with their...
[Read Article](#) ► **1**



Justin Bieber & Solena Gomez Will Reunite At 2012 Teen Choice Awards
HollywoodLife.com has the FULL LIST of TCA attendees! Find out who
[Read Article](#) ► **7**



Kris Jenner Wants Talk Show With Khloe Kardashian
Can't get enough of 'Keeping Up With Kardashians'? Mom...
[Read Article](#) ► **10**



Kris Humphries: Good Job For Standing Up To Kanye West On Twitter
Right after Kris signed a \$24 million contract with the Brooklyn Nets...
[Read Article](#) ► **7**



Michael Phelps — Olympic Swimmer Looks So Hot In Sexy New...
The Olympian shows off more of the body that makes him one of our favorite...
[View Photos](#) ► **2**



12-Year-Old Boy Dies After Scraping His Arm In Gym Class
When Rory Staunton scraped his arm during gym class, his parents thought
[Read Article](#) ► **NEW!**



Hollywood Life by Bonnie Fuller

Google Custom Search



News & Gossip Fashion Beauty Hollybaby Pics RPatz & KStew Bieker Kardashians Celebs TV Bonnie Says! More

Home > Kirstie Alley > Chelsea Kane > 'DWTS' Recap: Kirstie Alley Falls...

'DWTS' Recap: Kirstie Alley Falls Down In Practice Because She's Not Eating — Is She Taking Her Diet Too Far?

436 days ago by Kirstin Benson [Follow @kirstinbenson](#) 2 Comments



10

You Like

10

Tweet

0

+1

Weight Loss

Lose Your Weight Without Feeling Hungry!

LapBandVIP.com

Before and After Photos



Chris Brown: Why I'm Scared To Love Rihanna
Chris and Rihanna have been flirting back and forth a lot recently, but...
[Read Article](#) 13



Boyonce Steps Out With Blue Ivy — Cute New Pics
Finally! A recent pic where we can see Blue Ivy's face — and...
[Read Article](#) 6



'Bachelorette' Emily Maynard: Who She Will Introduce To Ricki?
Emily's family — including her daughter Ricki — will be...
[Read Article](#) NEW!



Kristen Stewart Breast Implant Debate — Doctors Vs. Readers
We were shocked when we saw the report on July 18 that Kristen got breast...
[Read Article](#) 28



It's Ridiculous That New Yahoo CEO Marissa Mayer's Pregnancy Is An...
I say hooray that Yahoo has chosen a highly qualified Internet mogul as...
[Bonnie Says](#) NEW!



Tom Cruise's Kids, Connor & Isabella, Have Not Talked To Katie Holmes...

JUL 18

07/23/12



Kirstie Alley is trying so hard to drop her excess weight, she's cut down to 1,400 calories combined with more than five hours of exercise a day! How much dieting is too much?

Kirstie Alley has dropped more than 60 pounds throughout the last few months on *Dancing with the Stars* — but after she fell twice during this week's rehearsal, we're concerned she's going about her weight loss the wrong way!

In the package before her performance, the 60-year-old actress falling not once, but twice, during rehearsals. Visually upset, her partner, Maksim Chmerkovskiy, asked how much she'd been eating.

"1,400 calories," she said. Even though 1,400 calories can be enough energy for someone who's dieting, Kirstie is working out more than four to five hours a day — so Maks said she needs more sustenance.

After her dance, Kirstie explained she wasn't starving herself on purpose. "I wasn't intentionally not eating. I forgot!" she explained.

Despite her minor setbacks during rehearsal, Kirstie wowed the audience — and the judges — with her Argentinian tango, scoring two nines and her first 10 of the season! In her second dance, she didn't impress quite as much, earning 25/30.

Nevertheless, Kirstie still managed to stay in the middle of the pack this week — holding her own once again. We just hope Maks makes sure his partner is eating enough each day!

Here were the rest of the scores of the night:

- Chelsea & Mark — 55
- Hines & Kym — 54
- Romeo & Chelsie — 52
- Ralph & Karina — 46
- Kirstie & Maks — 53

Kirstin Benson

Read more about *Dancing with the Stars*:

- Petra Nemcova Gets The Boot From 'DWTS' & We Can't Believe Who Else Was On The Chopping Block!
- Kirstie Alley Turns The Table (Literally) & DJs At Club After 'DWTS!' Exclusive Pics!
- Is Kendra The New Kate Gosselin Or Bristol Palin On 'DWTS'?



Hollywood Life Hollywood Life Hollywood Life

It's been less than three weeks since Katie filed for divorce, and in...
[Read Article](#) NEW!



Louis Tomlinson & Liam Payne Buy Cars For Their Girlfriends
We've all seen the photographic proof that One Direction's Louis and...
[Read Article](#) NEW!



If Kim Kardashian & Kanye West Do A Reality Show -- Will It Tear Them?
Kim Kardashian and Kanye West are in the midst of a passionate new love...
[Read Article](#)



Justin Bieber's Newest Protégé: Madison Beer
For Justin Bieber, it takes 140 characters or less to make someone an...
[Read Article](#)



Robert Pattinson Out In L.A. Without Kristen Stewart
We've seen the couple jet-setting all over the country lately, with their...
[Read Article](#)



Justin Bieber & Selena Gomez Will Reunite At 2012 Teen Choice Awards
HollywoodLife.com has the FULL LIST of TCA attendees! Find out who
[Read Article](#)



Kris Jenner Wants Talk Show With Khloe Kardashian
Can't get enough of 'Keeping Up With Kardashians'? Mom...
[Read Article](#) 10



Kris Humphries: Good Job For Standing Up To Kanye West On Twitter
Right after Kris signed a \$24 million contract with the Brooklyn Nets...
[Read Article](#)



Michael Phelps — Olympic Swimmer Looks So Hot In Sexy New...
The Olympian shows off more of the body that makes him one of our favorite...
[View Photos](#) 2



['DWTS' Finale Recap: Hines Ward](#)

['DWTS' Recap: Ralph Macchio](#)

[Kirstin Says: Will Kirstie Alley's Fun](#)



Higher profile, lower weight for Larry, Kirstie and Fergie

Updated 3/12/2008 9:22 AM

By Nanci Hellmich, USA TODAY



By Gareth Cattermole, Getty Images

Sarah Ferguson, Duchess of York, arrives at the Chain of Hope Annual Ball at London's Dorchester Hotel on Feb. 4. She's been a spokesperson for Weight Watchers for 11 years.

Larry the Cable Guy begins appearing in NutriSystem ads this month. Kirstie Alley just finished a three-year stint plugging Jenny Craig. And the Duchess of York has been a royal Weight Watcher for 11 years. They are all paid, but money aside, why do these celebrities voluntarily turn the spotlight on an area in which they are so personally vulnerable? USA TODAY asked these three celebrity spokespeople why they went public with their weight problems and what other dieters can learn from them.

Laughing all the way to the scales

Larry the Cable Guy has lost 50 pounds on NutriSystem, a portion-controlled program. "That's an Olsen twin," he says on his website.

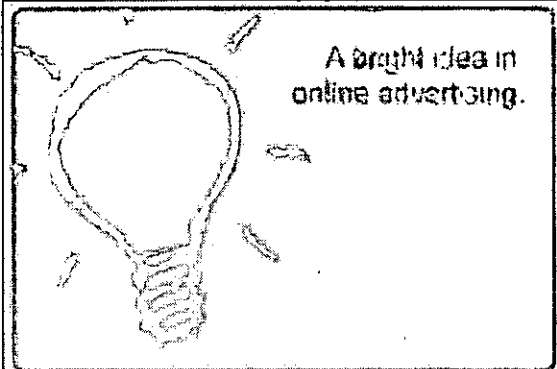
He's down to 232 and still losing. He'd like to drop another 20 — "another Nicole Richie," he jokingly told USA TODAY.

Larry, whose real name is Dan Whitney, 45, is the new star of NutriSystem commercials.

He weighed 282 pounds when he filmed the just-released *Witless Protection*, and he says that when he saw some of the clips of the movie, he couldn't believe his eyes. "I was like, 'Holy crap. They've got to show this on two screens.' I actually made Michael Moore look fit. Ben and Jerry sent me a Christmas card."

Then Larry talked to a buddy, singer Tony Orlando, who had lost weight on NutriSystem, and he decided to try the program, which supplies packaged foods.

Advertisement



Print Powered By  FormatDynamics

07/23/12



"I love the lasagna. It's better than my wife's lasagna. My wife's lasagna was on *Fear Factor* last year."

Larry was hungry the first few days on the program, but then he lost 7 pounds in three days, and that persuaded him to stick with it. The packaged foods are convenient when he's on the road, he says.

"When I was a big guy, all I could do was think about food. ... Ever since I lost the weight, I don't think about food anymore."

He lifts weights for about 45 minutes and works out for at least 50 minutes a day on his cardio-glide exercise machine. He cardio-glides twice a day when he's touring.

Larry says he decided to do TV and print commercials to show others that they can lose weight if he can do it. "I didn't do it for the money. The money was cool, but I was talking about NutriSystem on interviews before they offered me a deal."

He's not worried that his fans will miss his bigger belly. "It's more about the jokes than anything else. If you've got funny jokes, it doesn't matter how you look."

On a 'real diet,' with obstacles just like ours

Actress Kirstie Alley, 57, lost 75 pounds on the Jenny Craig program and starred in the weight-loss company's ads for three years. She is no longer working for the company and says she plans to start her own weight-loss brand in 2009.

KIRSTIE ALLEY: Weight-gain stories may lead to litigation

But several years ago, she approached Jenny Craig for help. "When I got fat, I had many weight-loss programs pursuing me, but the one I considered the best was Jenny Craig, so I pursued them," says Alley, who once weighed 219 pounds and now tips the scales at 145 to 150. She's 5-foot-7½.

Alley says she began the program for "selfish reasons. Honestly, I wanted to lose weight. Whatever I tried wasn't working.

"I figured if I put myself under the microscope of losing weight in front of the world, it will cause me to take it seriously."

Now she says some of the reward comes from the

thanks she receives from people who tell her she inspired them.

To critics who say celebrities have an advantage because they can afford personal chefs and trainers, Alley responds: "I was on a real diet, eating real diet food.

"It wouldn't have done me any good to have a chef because I was eating Jenny Craig food — unless I wanted to hire a chef to make me a salad."

She says her biggest challenge is the same one many dieters face: "Making the time to work out.

"I can control my weight pretty well when I work out because I have a lot of muscle mass."

Weight Watchers' royal spokeswoman

Sarah Ferguson, the Duchess of York, who has lost more than 50 pounds and kept it off for over a decade, says she hopes her example shows people that if "Fergie could do it, so can I."

She answered questions from USA TODAY in an e-mail. At 5-foot-7½, the duchess, 48, says she weighed more than 200 pounds in 1990 after the birth of her second daughter, Princess Eugenie, with her former husband, Prince Andrew. For years, the British press poked fun of her, dubbing her the "Duchess of Pork."

She lost many of those extra pounds with "a deprivation diet and punishing workouts." Then she joined Weight Watchers and trimmed off the last 10 pounds. "The points system, which was brand-new

Advertisement

A bright idea in online advertising

FormatDynamics

Print Powered By **FormatDynamics**

07/23/12



at the time, completely changed my life because I was able to eat well while changing the behaviors that were at the root of my lifelong struggle with weight."

Weight Watchers assigns points to foods that vary according to such factors as fat content and calories. Ferguson has been a spokeswoman for the program for 11 years.

She also puts physical activity at the top of her to-do list and often goes to the gym in the "wee hours of 6 a.m." If the weather's nice when she's at home in the English countryside, she runs about four days a week. She also does yoga for flexibility.

Her life is "spent on the run," so most of her meals are eaten away from home. "Anyone who travels knows how easy it is to gain weight eating in restaurants."

She has learned how to order healthful fare from menus and is not afraid to ask the chef to prepare food that's "nicely steamed or poached."

At home, the duchess says she's "hopeless in the kitchen. I work out my eating plan ahead of time and leave the actual preparation to someone else. It's nice when someone else does the cooking, but in the end it's still up to me to stick to a healthy eating routine."

Her weight problem over the years was "definitely tied to emotional eating," she says. "My parents divorced suddenly when I was 12 years old, and to cope I started eating my favorite comfort foods. I'd gain weight and then take great pains to lose it, only to regain it."

Even now, "if I'm feeling overstressed or overtired, my mind does turn to food, which I associate with comfort and security. What I don't do now is binge-eat. Weight Watchers taught me to recognize my warning signs, and these days I deal with my emotions head-on."

"To relax or during long flights, I'll sip steaming hot tea.... If I do overeat, I just make sure to get back on track by tracking my points a bit lower."

She says she "makes no apologies" for being a royal Weight Watcher. "When I became Weight Watchers spokesperson, I'd just been divorced and I needed to earn a living. I still do. ... What began as a very good job in 1997 became so much more. I never imagined I'd be a role model for losing weight."

It doesn't bother her that her weight is under the microscope. "I'm accustomed to having my appearance scrutinized. I've come to terms with who I am and what it is for me to be at a healthy weight. I don't obsess about dress sizes or the current fashions."

"For me, keeping my weight down is about health first."

Advertisement

A bright idea in online advertising

FormatDynamics

Print Powered By FormatDynamics

07/23/12

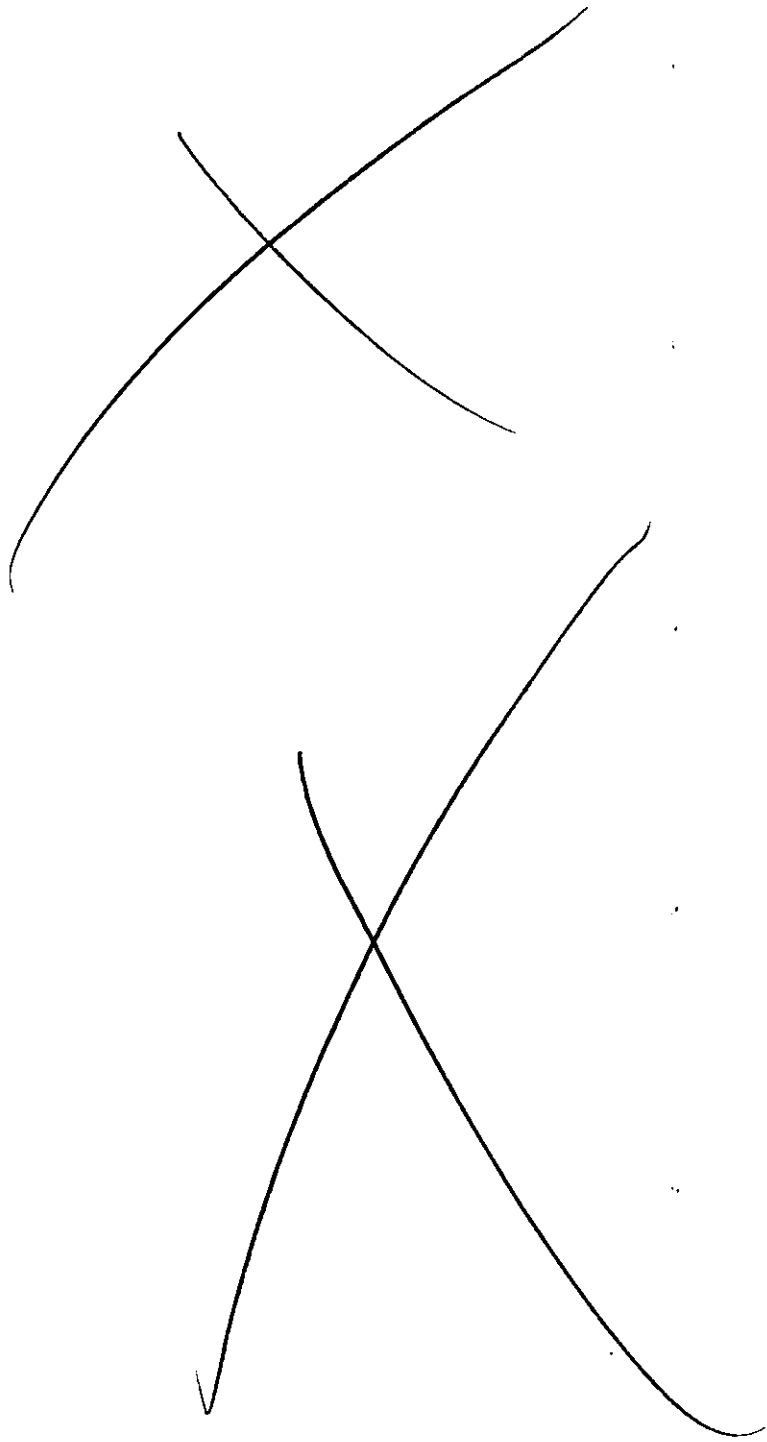


EXHIBIT B



Please Reply To:
Stephanie Mazepa, Esq.
smazepa@milsteinadelman.com

December 1, 2011

VIA CERTIFIED MAIL

Kirstie Alley
Director and Manager of Organic Liaison Management, Inc., & Organic Liaison LLC
1464 S Ft. Harrison, Suite 102
Clearwater, FL 33765

President
Organic Liaison, LLC
1515 N University Drive #222
Coral Springs, FL 33071-6096

**Re: Violation of the California Consumer Legal Remedies Act
(California Civil Code section 1750 et seq.) Related to the Advertising
and Marketing of the Kirstie Alley Organic Liaison Weight Loss Jump
Start Program**

Dear Ms. Alley and President/CEO or other interested Party of Organic Liaison,
LLC:

You are hereby notified that Organic Liaison Management, Inc., Organic Liaison, LLC, and Kirstie Alley, as the manufacturer and distributor of the Kirstie Alley Organic Liaison Weight Loss Program in the United States (collectively, "Organic Liaison"), have violated and continue to violate provisions of the California Consumer Legal Remedies Act (California Civil Code section 1750, et. seq., the "CLRA") with respect to the advertising and marketing of the Kirstie Alley Organic Liaison Weight Loss Program (the "Product"). Organic Liaison has also breached the implied warranty of merchantability because the Product is not adequately packaged or labeled and the Product does not conform to the promises or affirmations of fact made on the containers and labels. (California Civil Code section 1791.1 and 1792 et. seq.).

Organic Liaison's false and deceptive advertising and marketing of the Product has affected Marina Abramyan (the "Plaintiff") and thousands of California consumers (the "Plaintiff Class"). The Plaintiff Class has entered, and continues to enter into transactions and expend money in reliance upon the uniform false and misleading claims contained on the very labels and packaging of the Product, as well as in other Organic Liaison advertising—including but not limited to the following uniform false and misleading representations concerning the effects and benefits of the Kirstie Alley Organic Liaison Weight Loss System:

- "#1 The First USDA Certified Organic Weight Loss Product",

- “More energy.”
- “I can assure you that if you follow this program, you’ll get healthier, lose weight, and not be ‘annoyingly’ hungry.”
- “The first USDA certified organic weight-loss product that boosts natural energy.” (Referring to Rescue Me).
- “Reduces cravings for sugar and carbohydrates to help you lose weight quickly and easily” (Referring to Rescue Me).
- “Provides a natural energy boost and supports a healthy metabolism for daily activity.” (Referring to Rescue Me).
- “Proven Products: weight loss products and dietary supplements designed to optimize your weight-loss results. They help to curb your cravings...boost natural energy.”
- “Our products help you tackle appetite, give you more natural energy.”
- “I [Kirstie Alley] am proof of its success I lost one hundred pounds on Organic Liaison.”
- “I’ve lost 100lbs and I’m down to a Size 6 and still counting...thanks to Organic Liaison!”

Organic Liaison, in connection with its deceptive advertising and unfair marketing of the Product, has violated California Civil Code section 1770(a)(5), 1770(a)(7) and 1770(a)(9) by representing that the Product (i) has “sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which [it does] not have;” (ii) is of “a particular standard, quality, or grade,” when it is of another; and (iii) advertising the Product with the “intent to not to sell [it] as advertised.” Some details with respect to these claims are set forth below. However, the details provided are in no way intended to provide Organic Liaison with an exhaustive list of each and every aspect of its advertising that violates the relevant sections of the CLRA; rather, it is simply to advise Organic Liaison of certain illustrative examples.

A. Organic Liaison’s Claims Give the False Net Impression that Ms. Alley’s Dramatic 100 Pound Weight Loss Is Due to the Product

Advertising claims under CLRA (and UCL and FAL) are governed by the “reasonable consumer” test, under which a plaintiff must show that “members of the public are likely to be deceived” by a particular advertisement. *Williams v. Gerber Products Co.*, 552 F.3d 934, 938 (9th Cir. 2008)(internal quotation marks omitted). As such, the level of substantiation required in any advertising analysis begins with the “net impression” conveyed by the particular advertisement. *See Williams*, 552 F.3d at 939 n.3; *FTC v. Gill*, 71 F. Supp. 2d 1030, 1043 (C.D. Cal. 1999); *FTC v. Sterling Drug*, 317 F.2d 669, 674 (2d Cir. 1963). Once the “net impression” is defined, courts then determine the level of substantiation that the advertiser must possess in order to ensure that the claim is adequately supported, and not misleading to consumers. *See Park v. Cytodyne Technologies, Inc.* 2003 WL 21283814, *14 (Cal Superior (2003)) (“*Park*”); and FTC Policy Statement Regarding Advertising Substantiation, appended to *Thompson Medical*

Co., 104 F.T.C. 648, 839 (1984), aff'd, 791 F.2d 189 (D.C. Cir. 1986), cert. denied, 479 U.S. 1086 (1987).¹

Under California and federal law, health efficacy claims about a dietary supplement must be supported by "competent and reliable" clinical or other scientific evidence. See, e.g., *Cal. Business & Professions Code* §17508; *Park v. Cytodyne Technologies, Inc.* 2003 WL 21283814 (Cal Superior (2003)); and *FTC v. Nat'l Urological Group, Inc.* 2008 U.S. Dist. LEXIS 44145 (N.D. Ga. 2008)). When a company advertises that a particular product or formulation has certain effects, those claims must be supported by studies on the product itself, or the exact formulation and dosage of ingredients contained in the product. See *Park* at *13-16; and *FTC v. SlimAmerica, Inc.*, 77 F. Supp. 2d 1263, 1274 (D. Fla. 1999).²

While Organic Liaison repeatedly boasts Ms. Alley's recent dramatic 100 pound weight loss is due to her use of the Organic Liaison Weight Loss System, it fails to disclose (or even mention in a disclaimer) that Ms. Alley's weight loss was, in fact, due largely to the "strenuous, rigorous dance schedule" she participated in while a contestant on the television show *Dancing With the Stars* ("DWTS"). Ms. Alley's weight loss is not a typical result of following the Organic Liaison Weight Loss System. (See e.g., May 24, 2011 "Kirstie Alley Has Lost 38 Inches Since Starting 'Dancing With The Stars!'" www.hollywoodlife.com). Indeed, while Ms. Alley was a contestant on DWTS, she was "working out more than four to five hours a day." (May 5, 2011 "'DWTS' Recap: Kirstie Alley Falls Down In Practice Because She's Not Eating - Is She Taking Her Diet Too Far?" www.hollywoodlife.com; "Usually what I do to lose weight [is] I eat 1,400 calories, but I guess if I'm working out five or seven hours then you have to change it around a little bit." May 10, 2011 "Kirstie Alley: I'm Only Eating 1,400 Calories a Day" www.usmagazine.com).

It is no mystery why numerous other DWTS contestants have also lost significant amounts of weight while competing on the show: because they are exercising nearly seven

¹ It is well-settled that California Courts afford great weight to the FTC's directives on advertising practices. See, e.g., *Lavie v. Procter & Gamble Co.*, 105 Cal. App. 4th 496, 507 (2003)(internal citations omitted). This is because the California Consumer Protection Laws are "one of the so-called 'little FTC Acts.'" *Lavie, supra*, 105 Cal. App. 4th at 507 (internal citations omitted); see also *Bank of the West v. Superior Court*, 2Cal.4th 1254, 1263-1264 (1992). Thus, because of the relationship between California law and the Federal Trade Commission Act ("FTCA"), California courts view the FTC's interpretation of advertising practices as "more than ordinarily persuasive" authority. See *Lavie*, 105 Cal. App. 4th at 507 (quoting *Cel-Tech Communications, Inc. v. Los Angeles Cellular Telephone Co.*, 20 Cal. 4th 163, 185-186 (1999)).

² In order to serve as adequate substantiation, scientific testing must be (1) "internally valid," (2) consistent with the totality of available evidence, and (3) relevant to the product and claims at issue. See FTC, *Dietary Supplements: An Advertising Guide for Industry* (1998) at pp. 8-18.

hours a day for weeks, if not months.³ Yet despite this obvious reason for weight loss, Organic Liaison claims that Kirstie Alley lost 100 pounds from using the Product and creates the net impression that other consumers can lose 100 pounds from using the Product (but of course, without having to dance 6-days a week for 5 hours a day for months).

Your advertising of the Product gives the false net impression that a consumer will experience dramatic weight loss from using the Product without having to engage in rigorous exercise, and none of the testimonials, including Ms. Alley's, point out that 100 pound or similar dramatic weight loss is not a typical result, or that results of using the Product may vary. There is no hiding that during her time on DWTS, Ms. Alley was engaging in rigorous exercise four to seven hours a day. Such rigorous exercise is not part of the Organic Liaison Program. While the program does encourage customers to incorporate an hour a day of physical activity into their daily routines, doing so does not and cannot result in the dramatic weight loss the Organic Liaison advertising promises. Even after DWTS, Ms. Alley's purported continued weight loss and maintenance is still, in large part, the result of exercise that far exceeds what is recommended by the Organic Liaison Program.⁴ Organic Liaison's repeated emphasis and focus on Ms. Alley's dramatic 100 pound weight loss "due" to the Organic Liaison Program constitutes false and misleading advertising in violation of California law.

B. There is No Reasonable Scientific Substantiation that the Product is Proven to Cause Weight Loss and No Independent Studies on the Product As A Whole Have Been Conducted

Organic Liaison's advertising makes the audacious claims: "Proven Products: weight loss products and dietary supplements designed to optimize your weight-loss results," and "[t]hey help to curb your cravings...boost natural energy," but it fails to cite to or otherwise provide any support whatsoever to demonstrate how these products are "proven" to "optimize" weight-loss results. There are no independent studies or any other proof that the ingredients or the amount of ingredients actually used in the Product are effective in aiding weight loss.

Organic Liaison's failure to reference any scientific evidence, clinical studies or tests that support its claims that these products are "proven" to not only aid in weight loss, but "optimize" weight loss results violate California law. Unless Organic Liaison can provide competent and reliable scientific evidence supporting its advertising claims, it will

³ A few examples of DWTS contestants that have also experienced dramatic weight loss due to competing on the same television show as Ms. Alley—without claims of using the Organic Liaison Product—include Kelly Osbourne, Jennie Garth, Riki Lake, Marie Osmond, Mel B., Kyle Massey, Nancy Grace, Tia Carrere, and Steve Wozniak.

⁴ "[Alley is] keeping fit by dancing up to three hours a day with pros recommended by former partner Maksim Chmerkovskiy." (October 31, 2011, US Magazine.)

continue to be in violation of California Civil Code section 1770(a)(5), 1770(a)(7) and 1770(a)(9).

C. Organic Liaison's USDA Claims are False and Misleading

Further, Organic Liaison's claims that it is "[t]he first USDA certified organic weight loss product that boosts natural energy," creates a false impression that the USDA has reviewed and approved the Product as a weight loss product and its ability to boost natural energy. It has not. USDA certification of a food item or product as "organic" simply means the USDA has evaluated and found that a particular product was "produced, processed, and certified to consistent national organic standards." A USDA certification has no bearing on the food item or product as an effective weight loss product and certainly does not test whether the product "boosts natural energy." As such, these claims are blatantly false and intended to mislead consumers into believing the Product has special approval from a governmental agency in violation of the CLRA.

B. Demand for Relief

Accordingly, demand is hereby made that Organic Liaison agree, within 30 days of receipt of this Notice to do and complete the following:

1. Changes to Organic Liaison's Advertising of the Products

We, on behalf of the Plaintiff Class, demand that Organic Liaison change its advertising of the Product and:

- (a) Remove false and misleading claims regarding Ms. Alley's 100 pound weight loss being "due to" the Product and/or provide an appropriate disclaimer as to the actual amount of exercise one must engage in to reach this result;
- (b) Remove all testimonials and/or "before and after" stories and pictures in Organic Liaison's advertising, unless such testimonials and/or "before and after" stories accurately depict the average results that consumers may achieve through the use of the Product only;
- (c) remove false and misleading claims from the labels and packaging of the Product regarding it's effectiveness as a weight loss program and as a USDA certified weight loss product that boosts natural energy;
- (d) remove all references, in the Product's advertising to any and all false and misleading claims regarding it's effectiveness as a weight loss program and as a USDA certified weight loss product that boosts natural energy; and
- (e) immediately cease making any and all false and misleading claims about the Products regarding it's effectiveness as a weight loss program and as a USDA certified weight loss product that boosts natural energy.

2. Recall of Misbranded Product

In addition, on behalf of Plaintiff and the Plaintiff Class, we request that Organic Liaison institute a recall program, to be approved and supervised by us, as counsel to Plaintiff and the Plaintiff Class, of all of the Products that presently have packaging or labeling that makes any of the claims as described herein.

3. Restitution to the Plaintiff Class

Finally, we request that you offer the Plaintiff Class full restitution. Specifically, provide a consumer fund in an amount sufficient to provide each and every class member with a full refund for each and every one of the Products purchased.

This would be subject to our review, as class counsel, of appropriate financial information detailing all sales made to California consumers during the Class Period. We also request that Organic Liaison provide for all costs, reasonable attorneys' fees and claims administration costs.

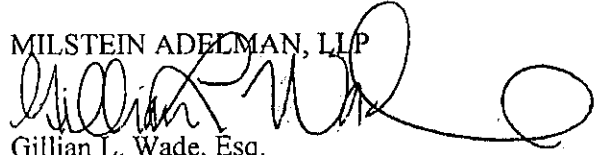
This letter also serves as a demand that you preserve and maintain all of the following records, including but not limited to, all electronic records and data, pending resolution of this matter, in accordance with state and federal law:

- (a) All internal manuals, written policies, directives, memoranda, correspondence, emails and other records of communication concerning the Product;
- (b) All advertisements disseminated in California discussing or concerning the Product;
- (c) Any materials disseminated to consumers that discuss or concern the Product;
- (d) Any complaints from any source concerning the Product;
- (e) Any documents showing the number of units of the Product sold in California; and
- (f) Any communications between Organic Liaison and the National Advertising Review Council ("NARC") regarding your advertising and claims concerning the Product and any documents provided to the NARC in relation to any investigations concerning the Product.

If you wish to discuss the above, please do not hesitate to contact me at 310-396-9600, ext. 181. If we do not hear from you prior to the close of business on January 3, 2011, we will assume that Organic Liaison has no interest in attempting to amicably resolve this matter and we will seek legal recourse through the California court system.

Sincerely,

MILSTEIN ADELMAN, LLP

A handwritten signature in black ink, appearing to read "Gillian L. Wade", written over the printed name.

Gillian L. Wade, Esq.

Stephanie Mazepa, Esq.

KABATECK BROWN KELLNER, LLP

Brian Kabateck, Esq.

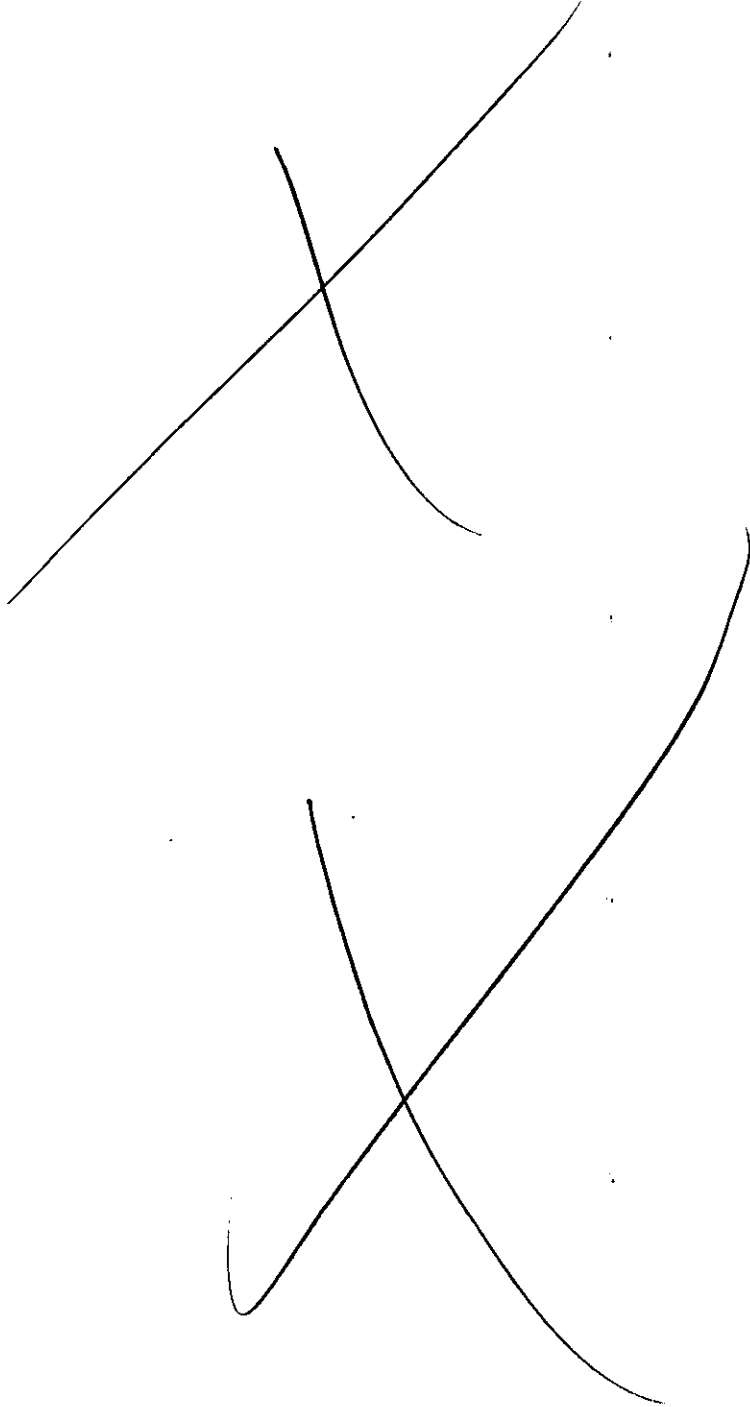


EXHIBIT C



Robert J. Becerra, Esq.
305.350.5690
rbecerra@fuerstlaw.com

February 14, 2012

Via E-mail & Federal Express

Stephanie Mazepa, Esq.
Milstein Adelman LLP
2800 Donald Douglas Loop North
Santa Monica, CA 90405

Re: Organic Liaison LLC

**Settlement Communication-Inadmissible in legal
proceedings as provided by California law**

Dear Ms. Mazepa:

This firm represents Organic Liaison LLC, Organic Liaison Management, Inc. and Kirstie Alley (collectively, "Organic Liaison"). We are in receipt of your letter dated December 1, 2011 addressed to Ms. Alley and Organic Liaison LLC alleging violations of the California Consumer Legal Remedies Act ("CLRA") and breaches of the implied warranty of merchantability in regard to the advertising, marketing and labeling of the Kirstie Alley Organic Liaison Weight Loss Program (the "Product") in regard to your client Marina Abramyan and an alleged Plaintiff Class. Organic Liaison denies your spurious claims because the advertising, marketing and labeling of its Product is not false or deceptive, its claims are well supported by clinical or scientific evidence and its labeling and Product do not violate any implied warranties. As such, Organic Liaison will not accede to any of the demands made in your December 1st letter including the recall of the Product, changes in its advertising and certainly will not be paying your client or any prospective class any restitution. In fact, Organic Liaison will vigorously defend this action if necessary in a court of law, and will seek full reimbursement against your clients of any and all reasonable attorneys' fees and costs upon prevailing against these meritless claims.

Below, Organic Liaison will respond to the alleged "misrepresentations" outlined in your December 1st letter and demonstrate why these representations are not false and misleading in violation of the CLRA or other similar California Civil Code sections as claimed in your letter.

1. Organic Liaison's Weight Loss Claims do not give a False Net Impression.

Contrary to the spurious claims in your letter, Organic Liaison's weight loss claims do not give a "false net impression" to consumers, and those claims are more than adequately substantiated by competent and reliable evidence. You state that Organic Liaison fails to disclose

Stephanie Mazepa, Esq.
February 14, 2012
Page - 2 -

that "Ms. Alley's weight loss was, in fact, due largely to her participation as a contestant on the television show "Dancing with the Stars" ("DWTS"). This is patently false. Ms. Alley began her weight loss on the Organic Liaison program in early 2010. Ms. Alley had lost about 70 pounds prior to her participation as a contestant on DWTS in the Spring of 2011. That loss of weight was documented in Ms. Alley's numerous appearances during that time frame on talk shows, numerous magazine articles and on QVC, the television retail outlet. Subsequently, during the 2 1/2 month period that Ms. Alley competed on DWTS, she lost approximately another 20 pounds. Ms. Alley did not reach the 100 pound weight loss milestone on the Organic Liaison program until months after her participation in DWTS had ended. As such, contrary to your assertion, it was not several hours a day of vigorous dancing related to DWTS that caused her weight loss; it was her studious adherence to the Organic Liaison Weight Loss Program that caused the loss; that Program contains and requires regular exercise for success.

As just mentioned, the Organic Liaison program expressly includes, as a fitness plan, regular, daily exercise as part of its weight loss program. Organic Liaison even provides consumers with a "calories burned" chart to track the amount of calories they are burning through regular exercise. Organic Liaison's website promotes rigorous daily exercise such as jumping rope and dancing. As such, your statement that Organic Liaison's advertising creates the false net impression that a "consumer will experience dramatic weight loss from using the Product without having to engage in rigorous exercise" is false. Each time Ms. Alley hit a weight loss milestone, she sent e-mails to registered users of the Organic Liaison website to keep them updated with the view towards transparency regarding her weight loss effort. These progress reports evidence Ms. Alley's success on the Program. Ms. Alley participated in DWTS for only a short period of time during her approximately 1 1/2 year participation in the Organic Liaison program; the vast majority of her weight loss had nothing to do with her participation in that show. It is Ms. Alley's persistence over 1 1/2 years on the Organic Liaison program, coupled with regular exercise, that lead to her dramatic weight loss over that time period; this is consistent with Organic Liaison's advertising and representations, none of which create false net impressions to the reasonable consumer. Ms. Alley's dramatic weight loss occurred because she stuck with the Program during the entire relevant time frame, losing 1 to 2 pounds per week, which is approximately the rate of loss recommended by the Program for healthy, long term weight loss. See, Clinical Guidelines on the Identification, Evaluation, and Treatment of Overweight and Obesity in Adults: The Evidence Report, National Institutes of Health, www.nhlbi.nih.gov/guidelines/obesity/ob_gdlns.htm. Any allegation to the contrary regarding the Program's effectiveness in causing Ms. Alley's weight loss is demonstrably false.

Over a 1 1/2 year time frame, Ms. Alley lost weight at the recommended rate, until she lost 100 pounds. The lifestyle changes recommended by Organic Liaison, in addition to the use of the Supplements, all support weight loss success. Organic Liaison's weight loss program works when followed, just as advertised. No false net impressions to a reasonable consumer have been made and there are no false and misleading statements in Organic Liaison's advertising. No reasonable consumer would likely be deceived into thinking that one could lose 100 pounds quickly without the regular exercise and lifestyle changes that are part of the Program. No

07/23/12

violations of the CLRA or California Civil Code exist. Your claims to the contrary are just a brazen attempt to extort a settlement, one in which Organic Liaison is neither inclined to offer or accept.

2. Organic Liaison's Claim that the Product is Proven to Cause Weight Loss is Substantiated.

You claim that Organic Liaison's assertion that the Product is proven to cause weight loss is unsubstantiated and that there exists "no independent studies or any other proof that the ingredients or the amount of ingredients actually used in the Product are effective in aiding weight loss." Your claim is the one that is unsubstantiated, and in the event that you were to bring suit, would be shown to be demonstrably frivolous. Without providing you with the numerous readily available articles on the subject, it is established that substituting a calorically reduced beverage like Rescue Me in place of a typical 20 ounce bottle of soda will aid weight loss. In addition, Rescue Me aids weight lost through hydration and fiber content that increases satiety, thereby reducing cravings for food and appetite. Rescue Me provides the user with more natural energy through the carbohydrates contained in the organic natural fruit juices that are part of Rescue Me's ingredients. Also, the green tea contained in Rescue Me promotes natural energy by improving fatty acid utilization. There are numerous published studies establishing the efficacy of these ingredients in aiding weight loss while providing energy to the body. See, International Journal of Obesity 31, 466-475, (March, 2007).

In addition, Organic Liaison products such as Release Me prevent muscle soreness in order to promote regular exercise, necessary to success of the Program, while Organic Liaison's Relieve Me supports colon cleansing, which aids weight loss, prevents fluid retention and bloating. Together, using these products as part of and in conformity with the Organic Liaison Weight Loss Program does exactly what the Program advertises it will do—help users to lose weight.

3. Organic Liaison's USDA Claims are not False and Misleading

Organic Liaison's Rescue Me is the first USDA certified organic weight loss product. This is a true statement and certainly is not misleading. Organic Liaison has never stated nor claimed that the USDA certified the Product as an effective weight loss product and you will not be able to demonstrate to the contrary. The USDA certified the Product as organic. Organic Liaison's website makes this clear. A review of the website demonstrates that the statement "certified organic" is either in different color print and font size than the phrase "weight loss product" or is spatially separated so that there can be no confusion from reading the claims as to what feature of the product is "USDA certified". Also, there is a logo stating "USDA/Organic" presented with a picture of the Product on the website. There is no way a reasonable consumer would likely be deceived into thinking that the USDA certified anything but the fact that the Product is organic.

Stephanie Mazepa, Esq.
February 14, 2012
Page - 4 -

4. Conclusion

California courts have long recognized that consumer protection laws are abused by Plaintiff's lawyers. These statutes, like the CLRA or the California unfair competition statute, are often used wrongfully, like,

a kind of legal shakedown scheme: Attorneys form a front 'watchdog' or 'consumer' organization. They scour public records on the internet for what [were] often ridiculously minor violations of some regulation or law by a small business, and sue that business in the name of the front organization. Since even frivolous lawsuits can have economic value, the attorneys then contact the business...and point out that a quick settlement...would be in the business's long-term interest.

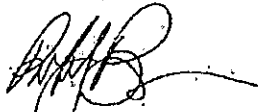
People ex rel. Lockyer v. Brar, 115 Cal. App. 1315, 1317(Cal. 4th App. Dist. 2004).

Your December 1st letter is an example of such a "legal shakedown scheme" complained of in Brar.

In addition, the Courts have not hesitated in rejecting trumped up claims of violations of the CLRA, as in this case. See, Farokhzadeh v. Too Faces Cosmetics, Inc., 2010 Cal. App. Unpub. LEXIS 3004 (Cal. 2nd App. Dist. 2010); Daugherty v. American Honda Motor Co., 144 Cal. App. 4th 824 (Cal. 2d App. Dist. 2006); In re Ferraro Litigation, 794 F.Supp.2d 1107 (S.D. Ca. 2011); Videtto v. Kellogg USA, 2009 U.S. Dist. LEXIS (E.D. Cal. 2009); Sugwara v. Pepsico, Inc., 2009 U.S. Dist. LEXIS 43127 (E.D. CaL. 2009).

Here, Organic Liaison will not allow itself to be subject to "a kind of legal shakedown scheme" by your client or purported "class" and will not participate in this abuse of a well intentioned consumer protection law in California. Thousands of consumers have benefited from participation in the Organic Liaison Weight Loss Program and from the lifestyle changes it encourages. Organic Liaison will see to it that consumers continue to benefit from that Program and Product and not be intimidated by these "shakedown" tactics. Your "Demand For Relief" is therefore rejected in its entirety. However, in the interest of settling Ms. Abramyan's claim, Organic Liaison would be willing to refund Marina Abramyan any money she personally spent on Organic Liaison's products if in fact she was dissatisfied with the Program.

Sincerely yours,



ROBERT J. BECERRA

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
MILSTEIN ADELMAN, LLP
Gillian L. Wade, State Bar No. 229124; Stephanie Mazepa, State Bar No. 263070
2800 Donald Douglas Loop North
Santa Monica, California 90405
TELEPHONE NO.: (310) 396-9600 FAX NO.: (310) 396-9635
ATTORNEY FOR (Name): Marina Abramyan

FOR COURT USE ONLY
FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES
JUL 20 2012
John A. Clarke, Executive Officer/Clerk
BY Mary Flores, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 N. Hill Street
MAILING ADDRESS: 111 N. Hill Street
CITY AND ZIP CODE: Los Angeles, 90012
BRANCH NAME: Los Angeles County Superior Court

CASE NAME:
MARINA ABRAMYAN v. ORGANIC LIAISON LLC et al.

CIVIL CASE COVER SHEET
[checked] Unlimited (Amount demanded exceeds \$25,000)
[] Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
[] Counter [] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: BC 488737
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
Auto Tort
Contract
Provisionally Complex Civil Litigation
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
Real Property
Enforcement of Judgment
Employment
Judicial Review
Miscellaneous Civil Complaint
Miscellaneous Civil Petition

2. This case [checked] is [] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. [] Large number of separately represented parties
b. [checked] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. [checked] Substantial amount of documentary evidence
d. [checked] Large number of witnesses
e. [] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. [] Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. [checked] monetary b. [] nonmonetary; declaratory or injunctive relief c. [checked] punitive
4. Number of causes of action (specify): Five (5)
5. This case [checked] is [] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 20, 2012
Gillian L. Wade
(TYPE OR PRINT NAME)

[Signature: Gillian Wade]
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
File this cover sheet in addition to any cover sheet required by local court rule.
If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

ORIGINAL
BC 48 8737

| | |
|--|-------------|
| SHORT TITLE: Marina Abramyan v Organic Liaison LLC, et al. | CASE NUMBER |
|--|-------------|

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:
 JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 10 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below) **FAXED**

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|--|--|--|--|
| Auto Tort | Auto (22) | <input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death | 1., 2., 4. |
| | Uninsured Motorist (46) | <input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist | 1., 2., 4. |
| Other Personal Injury/ Property Damage/ Wrongful Death Tort | Asbestos (04) | <input type="checkbox"/> A6070 Asbestos Property Damage | 2. |
| | | <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death | 2. |
| | Product Liability (24) | <input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental) | 1., 2., 3., 4., 8. |
| | Medical Malpractice (45) | <input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons | 1., 4. |
| | | <input type="checkbox"/> A7240 Other Professional Health Care Malpractice | 1., 4. |
| Other Personal Injury Property Damage Wrongful Death (23) | <input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) | 1., 4. | |
| | <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) | 1., 4. | |
| | <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress | 1., 3. | |
| | <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death | 1., 4. | |

07/23/12

| | |
|--|-------------|
| SHORT TITLE: Marina Abramyan v Organic Liaison LLC, et al. | CASE NUMBER |
|--|-------------|

| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|--|---|--|--|
| Non-Personal Injury/ Property Damage/ Wrongful Death Tort | Business Tort (07) | <input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract) | 1., 3. |
| | Civil Rights (08) | <input type="checkbox"/> A6005 Civil Rights/Discrimination | 1., 2., 3. |
| | Defamation (13) | <input type="checkbox"/> A6010 Defamation (slander/libel) | 1., 2., 3. |
| | Fraud (16) | <input type="checkbox"/> A6013 Fraud (no contract) | 1., 2., 3. |
| | Professional Negligence (25) | <input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal) | 1., 2., 3. 1., 2., 3. |
| | Other (35) | <input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort | 2., 3. |
| Employment | Wrongful Termination (36) | <input type="checkbox"/> A6037 Wrongful Termination | 1., 2., 3. |
| | Other Employment (15) | <input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals | 1., 2., 3. 10. |
| Contract | Breach of Contract/ Warranty (06) (not insurance) | <input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 2., 5. 2., 5. 1., 2., 5. 1., 2., 5. |
| | Collections (09) | <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case | 2., 5., 6. 2., 5. |
| | Insurance Coverage (18) | <input type="checkbox"/> A6015 Insurance Coverage (not complex) | 1., 2., 5., 8. |
| | Other Contract (37) | <input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) | 1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8. |
| | Eminent Domain/Inverse Condemnation (14) | <input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____ | 2. |
| | Wrongful Eviction (33) | <input type="checkbox"/> A6023 Wrongful Eviction Case | 2., 6. |
| Real Property | Other Real Property (26) | <input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | 2., 6. 2., 6. 2., 6. |
| | Unlawful Detainer-Commercial (31) | <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction) | 2., 6. |
| | Unlawful Detainer-Residential (32) | <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction) | 2., 6. |
| Unlawful Detainer | Unlawful Detainer- Post-Foreclosure (34) | <input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure | 2., 6. |
| | Unlawful Detainer-Drugs (38) | <input type="checkbox"/> A6022 Unlawful Detainer-Drugs | 2., 6. |

07/23/12

SHORT TITLE:

Marina Abramyan v Organic Liaison LLC, et al.

CASE NUMBER

| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|---|---|---|--|
| Judicial Review | Asset Forfeiture (05) | <input type="checkbox"/> A6108 Asset Forfeiture Case | 2., 6. |
| | Petition re Arbitration (11) | <input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration | 2., 5. |
| | Writ of Mandate (02) | <input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review | 2., 8. 2. 2. |
| | Other Judicial Review (39) | <input type="checkbox"/> A6150 Other Writ /Judicial Review | 2., 8. |
| Provisionally Complex Litigation | Antitrust/Trade Regulation (03) | <input type="checkbox"/> A6003 Antitrust/Trade Regulation | 1., 2., 8. |
| | Construction Defect (10) | <input type="checkbox"/> A6007 Construction Defect | 1., 2., 3. |
| | Claims Involving Mass Tort (40) | <input type="checkbox"/> A6006 Claims Involving Mass Tort | 1., 2., 8. |
| | Securities Litigation (28) | <input type="checkbox"/> A6035 Securities Litigation Case | 1., 2., 8. |
| | Toxic Tort Environmental (30) | <input type="checkbox"/> A6036 Toxic Tort/Environmental | 1., 2., 3., 8. |
| | Insurance Coverage Claims from Complex Case (41) | <input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only) | 1., 2., 5., 8. |
| Enforcement of Judgment | Enforcement of Judgment (20) | <input type="checkbox"/> A6141 Sister State Judgment | 2., 9. |
| | | <input type="checkbox"/> A6160 Abstract of Judgment | 2., 6. |
| | | <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) | 2., 9. |
| | | <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) | 2., 8. |
| | | <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax | 2., 8. |
| <input type="checkbox"/> A6112 Other Enforcement of Judgment Case | 2., 8., 9. | | |
| Miscellaneous Civil Complaints | RICO (27) | <input type="checkbox"/> A6033 Racketeering (RICO) Case | 1., 2., 8. |
| | Other Complaints (Not Specified Above) (42) | <input type="checkbox"/> A6030 Declaratory Relief Only | 1., 2., 8. |
| | | <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) | 2., 8. |
| | | <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) | 1., 2., 8. |
| <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex) | 1., 2., 8. | | |
| Miscellaneous Civil Petitions | Partnership Corporation Governance (21) | <input type="checkbox"/> A6113 Partnership and Corporate Governance Case | 2., 8. |
| | Other Petitions (Not Specified Above) (43) | <input type="checkbox"/> A6121 Civil Harassment | 2., 3., 9. |
| | | <input type="checkbox"/> A6123 Workplace Harassment | 2., 3., 9. |
| | | <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case | 2., 3., 9. |
| | | <input type="checkbox"/> A6190 Election Contest | 2. |
| | | <input type="checkbox"/> A6110 Petition for Change of Name | 2., 7. |
| <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law | 2., 3., 4., 8. | | |
| <input type="checkbox"/> A6100 Other Civil Petition | 2., 9. | | |

07/23/12

| | |
|---|-------------|
| SHORT TITLE: Marina Abramyan v Organic Liaison LLC, et al. | CASE NUMBER |
|---|-------------|

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

| | | |
|---|--------------|---|
| REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. | | ADDRESS: 409 San Vicente Blvd. #B |
| CITY: Santa Monica | STATE: CA | ZIP CODE: 90402 |

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: July 20, 2012


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.