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8 Attorneys for Plaintiff
9 Nadeem Kachi, and on Behalf
10 of All Others Similarly Situated,

11 UNITED STATES DISTRICT COURT
12 SOUTHERN DISTRICT OF CALIFORNIA

13 NADEEM KACHI,
14 Individually and on Behalf of All
15 Others Similarly Situated,

Case No. '13CV0412 JM MDD

16 Plaintiff,

CLASS ACTION COMPLAINT

17 v.

1. VIOLATIONS OF BUSINESS &
PROFESSIONS CODE SECTION
17200 ET SEQ.

18 NATROL, INC.;
19 NATROL ACQUISITION CORP;
20 NATROL PRODUCTS, INC.;
21 NATROL DIRECT, INC.; and
22 d/b/a MEDICAL RESEARCH INSTIUTE (MRI);

2. VIOLATIONS OF
23 CALIFORNIA CIVIL CODE
24 SECTION 1750 ET SEQ.

25 Defendants.

3. VIOLATIONS OF THE FALSE
26 ADVERTISING LAW,
27 CALIFORNIA
BUSINESS & PROFESSIONS
CODE SECTION 17500 ET SEQ.

4. BREACH OF EXPRESS
28 WARRANTY

5. UNJUST ENRICHMENT

DEMAND FOR JURY TRIAL

CLASS ACTION COMPLAINT

NOW COMES Plaintiff NADEEM KACHI, (“Plaintiff”), by and through his attorneys OLIVER LAW GROUP, P.C., individually and on behalf of all others similarly situated, alleges the following:

NATURE OF THE ACTION

1. This is a civil class action brought individually by Plaintiff and on behalf of a class of persons similarly situated, (“Class Members”), who purchased the dietary supplements Natrol L-Arginine 3000, Natrol L-Arginine 1000 and MRI NO2 Platinum (collectively referred to as the “Products”).
2. The class members are all persons located within the state of California and the United States who purchased the Products.
3. Defendants advertise, manufacture, market, sell and distribute the Products, as well as many other dietary and sports supplements to allegedly promote health and increase athletic performance.
4. Luckyvitamin.com is an online retailer of the products Natrol L-Arginine 3000 and Natrol L-Arginine 1000.
5. The dietary supplement industry is a growing and extremely competitive business environment, especially the male sexual health and sports (bodybuilding) supplement segments.
6. Most companies in these segments distort, if not totally ignore, competent and reliable scientific data regarding their products and ingredients.
7. The Products are generally categorized as a Nitric Oxide products which falsely claim to provide increased formation of Nitric Oxide in the blood, improve male sexual performance, strengthen immunity, improve cardiovascular function, increase circulation

1 of oxygen and nutrients, support increased lean muscle tissue, and provide muscle
2 “pumps”.

3 8. Nitric Oxide products are a growing and substantial segment of the sports (bodybuilding)
4 supplement segment of the dietary supplement market.

5 9. Defendants make numerous false, fraudulent, misleading, and deceptive label claims
6 regarding the Products. (See Exhibits A and C).

7 10. Defendants use several false, fraudulent, misleading, unfair and deceptive claims at the
8 point of purchase for the Products on their websites www.natrol.com and [www.mri-
9 performance.com](http://www.mri-performance.com). (See Exhibits A and D).

10 11. Defendants use several false, fraudulent, misleading, unfair and deceptive claims at the
11 point of purchase for the Products on the website www.luckyvitamin.com, among
12 numerous other online retailers. (See Exhibit B).

13 12. Defendants provide the advertising and marketing language to be used for the Products to
14 their retailers, such as Luckyvitamin.com.

15 13. By Defendants’ unfair, deceptive, fraudulent, unfair and misleading practices, Plaintiff
16 and Class Members have been unfairly deceived into purchasing the Products.

17 14. Plaintiff brings this action challenging Defendants’ claims relating to the Products on
18 behalf of themselves and all others similarly situated, under California’s Unfair
19 Competition Law, False Advertising Law, Consumer Legal Remedies Act, Breach of
20 Express Warranty, and Unjust Enrichment.

21 15. Plaintiff seeks an order compelling Defendants to (1) cease marketing the Products using
22 the misleading tactics complained of herein, (2) conduct a corrective advertising
23 campaign, (3) restore the amounts by which Defendants have been unjustly enriched, and
24 (4) destroy all misleading and deceptive materials.

JURISDICTION AND VENUE

16. This Court has jurisdiction over all causes of action asserted herein.

17. Jurisdiction is proper in this court pursuant to 28 U.S.C. § 1332(d), because there are at least 100 Class Members in the proposed Class, the combined claims of proposed Class Members exceed \$5,000,000 exclusive of interest and costs, and at least one Class Member is a citizen of a state other than Defendants' state of citizenship.

18. Plaintiff will likely have evidentiary support after a reasonable opportunity for further investigation or discovery regarding Defendants' sales of the Products during the class period.

19. Venue is proper pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events giving rise to the claims asserted herein occurred in this District. Venue is proper pursuant to 28 U.S.C. § 1391(c) because Defendants conduct substantial business in this District, have sufficient minimum contacts with this District, and otherwise purposely avail themselves of the markets in this District, through the promotion, sale, and marketing of their Products in this District.

20. Defendants and other out-of-state participants can be brought before this Court pursuant to state and federal law.

THE PARTIES

21. During the Class period, Plaintiff and Class Members purchased the Products through Defendants' websites and/or Luckyvitamin.com's website and/or several different brick/mortar or internet retailers. Plaintiff and Class Members suffered an injury in fact caused by the false, fraudulent, unfair, deceptive and misleading practices set forth in this Complaint.

1 22. Plaintiff Kachi is a resident of the County of San Diego, State of California, and the
2 events set forth in this Complaint took place therein, who, on or about December 2012,
3 purchased the product Natrol L-Arginine 3000 ("Product") for his own use, and not for
4 resale, from Luckyvitamin.com's website.

5
6 23. Natrol, Inc. is licensed in the State of Delaware, with a principal place of business
7 address at 21411 Prairie Street, Chatsworth, CA 91311.

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9 24. Natrol Acquisition Corp is licensed in the State of Delaware, with a principal place of
10 business address at 21411 Prairie Street, Chatsworth, CA 91311.

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12 25. Natrol Products, Inc. is licensed in the State of Delaware, with a principal place of
13 business address at 21411 Prairie Street, Chatsworth, CA 91311.

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15 26. Natrol Direct, Inc. is licensed in the State of Delaware, with a principal place of business
16 address at 21411 Prairie Street, Chatsworth, CA 91311.

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18 27. Under information and belief d/b/a/ Medical Research Institute (MRI) is a subsidiary of
19 the above referenced Defendants, with a principal place of business address at 21411
20 Prairie Street, Chatsworth, CA 91311.

21 **FACTUAL ALLEGATIONS**

22 28. Plaintiff incorporates the foregoing paragraphs as if fully restated herein.

23 29. Plaintiff reviewed the Product's label, as well as Defendants' and Luckyvitamin.com's
24 websites prior to purchasing the Product through Luckyvitamin.com's website.

25 30. Defendants provide retailers, such as Luckyvitamin.com, marketing material for the sale
26 and promotion of the Products.

27 31. Plaintiff reasonably relied on the information provided by Defendants when making the
28 decision to purchase the Product.

32. Defendants' claims are not supported by competent and reliable scientific evidence.

1 33. Defendants' claims are false and misleading.

2 34. Defendants had access, but knowingly and/or recklessly ignored all competent and
3 reliable scientific evidence regarding the Products.

4 35. The key ingredients in the Products, which is at issue regarding the false, misleading,
5 unfair and deceptive claims, are L-Arginine and Arginine-Alpha Ketoglutarate (AAKG).

6 36. These compounds are allegedly supposed to induce the release of nitric oxide into the
7 blood, however, they do not.

8 37. Nitric oxide is a gaseous signaling molecule known to contribute to the control of
9 vascular tone, and is considered to play a role in the vasodilatation of muscle resistance
10 vessels during exercise.

11 38. Defendants used the same sort of deceptive language for all of the Products.

12 39. Muscle "Pump" refers to increased blood flow to the muscles, which in turn is supposed
13 to increase the size of the muscles.

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16 *Natrol L-Arginine 3000 Claims*

17 40. The product Natrol L-Arginine 3000 contains 3000mg of L-Arginine per serving.
18 (Exhibit A).

19 41. Defendants suggest using one serving per day with a meal. (Exhibit A).

20 42. Defendants use the false, fraudulent, misleading, unfair and deceptive claim, "Advanced
21 Erectile Function (EF) Formula". (Exhibit A).

22 43. Defendants use the false, fraudulent, misleading, unfair and deceptive claim, "Supports
23 Sexual Desire and Arousal". (Exhibit A).

24 44. Defendants use the false, fraudulent, misleading, unfair and deceptive claim, "Promotes
25 Stamina and Performance". (Exhibit A).

1 45. Defendants use the false, fraudulent, misleading, unfair and deceptive claim, "Nitric
2 Oxide Precursor for Vascular Support". (Exhibit B).

3 46. Defendants use the false, fraudulent, misleading, unfair and deceptive claim, "Promotes
4 Immune Function". (Exhibit B).

5 *Natrol L-Arginine 1000 Claims*

6 47. The product Natrol L-Arginine 1000 contains 1000mg of L-Arginine per serving.
7 (Exhibit A).

8 48. Defendants suggest using one serving per day with a meal. (Exhibit A).

9 49. Defendants use the false, fraudulent, misleading, unfair and deceptive claim, "Nitric
10 Oxide Precursor for Vascular Support". (Exhibit A).

11 50. Defendants use the false, fraudulent, misleading, unfair and deceptive claim, "Promotes
12 Immune Function". (Exhibit A).

13 *MRI NO2 Platinum Claims*

14 51. The product MRI NO2 Platinum contains 3g of AAKG per serving (3 pills).

15 52. Defendants suggest the following dosing protocol based on bodyweight:

- 16 a) Less than 120 lbs= 4 pills a day;
17 b) Between 120 & 160 lbs= 6 pills a day;
18 c) Between 160 & 200 lbs= 8 pills a day; and
19 d) Over 200 lbs= 10 pills a day

20 53. Defendants use the false, fraudulent, misleading, unfair and deceptive claim, "Perpetual
21 Pump". (Exhibit C).

22 54. Defendants use the false, fraudulent, misleading, unfair and deceptive claim,
23 "Muscularity". (Exhibit C).

1 55. Defendants use the false, fraudulent, misleading, unfair and deceptive claim,
2 “Endurance”. (Exhibit C).

3 56. Defendants use the false, fraudulent, misleading, unfair and deceptive claim, “First,
4 premium Arginine AKG supplies the ‘fuel’ the body uses to generate loads of muscle-
5 pumping nitric oxide.” (Exhibit D).

6 57. Defendants use the false, fraudulent, misleading, unfair and deceptive claim, “The slow
7 introduction of Arginine AKG promotes the now famous ‘perpetual pump’ – the muscle
8 engorging surge of blood flow that can last up to hours.” (Exhibit D).

9 58. Defendants use the false, fraudulent, misleading, unfair and deceptive claim, “By creating
10 and then sustaining ‘trigger point’ levels of nitric oxide in skeletal muscle, NO2 Platinum
11 unleashes a cascade of powerful benefits.” (Exhibit D).

12 59. Defendants use the false, fraudulent, misleading, unfair and deceptive claim, “NO2
13 Platinum’s powerfully sustained hemodilation (continuous and amplified blood-surge to
14 the skeletal muscles) generates the famous Perpetual Pump, Post Workout Recovery and
15 Muscularity.” (Exhibit D).

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18 *Why All of Defendants Claims are False and/or Misleading*

19 60. All of Defendants’ claims concerning the Products contained herein are false and
20 misleading for the reasons contained in paragraphs 61-74 of this Complaint.

21 61. Defendants’ claim that the Products will increase nitric oxide levels, thereby inducing
22 vasodilation and increasing blood flow.

23 62. The available published data has clearly indicated that these so-called nitric oxide
24 inducing supplements which contain L-arginine are ineffective in inducing increases in
25 circulating nitric oxide.
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1 63. It has also been shown that 6 grams of L-arginine delivered either intravenously or orally
2 and 12 grams/day for 7 days did not result in any significant changes in blood pressure,
3 heart rate, or cardiac output.

4 64. Arginine supplementation has been shown not to increase muscle blood flow after
5 resistance training, thus providing no increase in size to the muscles trained.

6 65. Arginine supplementation is ineffective at inducing increases in circulating nitric oxide
7 and oxygenation of the muscle tissue.

8 66. Arginine supplementation has been shown to have no effect on muscular power or body
9 composition.

10 67. Arginine supplementation has no preferential effect on muscle mass while engaging in
11 resistance training.

12 68. Arginine supplementation has been shown ineffective at increasing blood flow in
13 response to resistance exercise.

14 69. Arginine supplementation has also been shown ineffective in any significant changes in
15 blood pressure, heart rate, or cardiac output.

16 70. There is no conclusive data that L-Arginine is an effective immune-modulator, and
17 therefore the Products will not support the immune system in a healthy adult.

18 71. Defendants' claims regarding increased male sexual performance are premised upon the
19 idea that Arginine supplementation can increase blood flow, which it cannot.

20 72. "NO2 Platinum increased plasma L-arginine levels; however, the effects observed in
21 hemodynamics, brachial-artery blood flow, and NOx can only be attributed to the
22 resistance exercise."¹ (Exhibit E).

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27 ¹ This clinical study used Defendants' product MRI NO2 Platinum at 12 grams per day, which is a larger dosing
28 protocol than any of the Defendants' suggested uses.

1 73. Arginine supplementation, at the levels present in the Products and at the recommended
2 doses, have been shown to be ineffective at increasing circulation of nitric oxide, causing
3 vasodilatation and increasing blood flow, increasing male sexual performance, supporting
4 the immune system, increasing muscle strength and mass, and increasing cardiovascular-
5 based exercise performance.

6
7 74. In sum, Defendants' claims regarding the Products are false and misleading, arbitrarily
8 chosen to deceive Plaintiff's and Class Members into purchasing an otherwise useless
9 product.

10
11 **RELIANCE AND INJURY**

12 75. Plaintiff incorporates the foregoing paragraphs as if fully restated herein.

13 76. When purchasing the Product, Plaintiff was seeking a product that had the qualities
14 described in Defendants' advertising, labeling and marketing.

15 77. Plaintiff read and relied on the deceptive claims contained herein.

16 78. Plaintiff believed the Product had the qualities they sought, but the Product was actually
17 unsatisfactory to Plaintiff for the reasons described herein.

18 79. Plaintiff paid more for the Product, and would have been unwilling to purchase the
19 Product at all, absent the false and misleading labeling complained of herein. Plaintiff
20 would not have purchased the Product absent these claims and advertisements.

21
22 80. For these reasons, the Product was worth less, if it all, than what Plaintiff paid for them.

23 81. Instead of receiving a product that had actual and substantiated healthful or other
24 beneficial qualities, the Product Plaintiff received was one that did not provide the
25 claimed benefits.

26
27 82. Plaintiff lost money as a result of Defendants' deceptive claims and practices in that he
28 did not receive what they paid for when purchasing the Product.

1 83. Plaintiff altered his position to their detriment and suffered damages in an amount equal
2 to the amount they paid for the Product.
3

4 **CLASS ALLEGATIONS**

5 84. Plaintiff incorporates the foregoing paragraphs as if fully restated herein.

6 85. Plaintiff brings this action on their own behalf and as a Class Action Pursuant to Rule 23
7 of the Federal Rules of Civil Procedure. Plaintiff seeks certification of the following
8 Classes:

9 California Class: All Persons in the State of California who have spent money purchasing
10 the Products from Defendants from four years from the first-filed complaint in this action
11 until the final disposition of this and any and all related cases.

12 National Class: All Persons in the United States who have spent money purchasing the
13 Products from Defendants from four years from the first-filed complaint in this action
14 until the final disposition of this and any and all related cases.

15 86. The abundance of Class Members renders joinder of all Class members individually, in
16 one action or otherwise, impractical.

17 87. This action involves questions of law and fact common to Plaintiff and Class Members
18 including:

19 (a) Whether Defendants violated the California Civil Code Section 1750 *et seq.*;

20 (b) Whether Defendants violated the California Business & Professions Code Section
21 17200 *et seq.*;

22 (c) Whether Defendants violated the False Advertising Law, Cal. Bus. & Prof. Code
23 Section 17500 *et seq.*;

24 (d) Whether Defendants breached an express warranty;

25 (e) Whether Defendants were unjustly enriched at the expense of the Class Members; and
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1 (f) Whether Plaintiff and Class Members sustained damages and, if so, the proper
2 measure of damages, restitution, equitable or other relief, and the amount and nature
3 of such relief.
4

5 Excluded from the Class is: (a) any Judge or Magistrate presiding over this action and members
6 of their families; (b) Defendants and any entity in which Defendants have a controlling interest
7 or which has a controlling interest in Defendants and its legal representatives, assigns and
8 successors of Defendants; and (c) all persons who properly execute and file a timely request for
9 exclusion from the Class.
10

11 88. *Numerosity*: The Class is composed of thousands of persons geographically dispersed
12 throughout the State of California and the United States, the joinder of whom in one
13 action is impractical. Moreover, upon information and belief, the Classes are
14 ascertainable and identifiable from Defendants' records.

15 89. *Commonality*: Questions of law and fact common to the Class exist as to all members
16 of the Class and predominate over any questions affecting only individual members of
17 the Class. These common legal and factual issues include, but are not limited to the
18 following:
19

20 (a) Whether Defendants violated the California Civil Code Section 1750 *et seq.*;

21 (b) Whether Defendants violated the California Business & Professions Code Section
22 17200 *et seq.*;

23 (c) Whether Defendants violated the False Advertising Law, Cal. Bus. & Prof. Code
24 Section 17500 *et seq.*;

25 (d) Whether Defendants breached an express warranty;

26 (e) Whether Defendants were unjustly enriched at the expense of the Class Members; and
27
28

1 (f) Whether Plaintiff and Class Members sustained damages and, if so, the proper
2 measure of damages, restitution, equitable or other relief, and the amount and nature
3 of such relief.

4 90. *Typicality*: Plaintiff's claims are typical of the claims of the members of the Class, as all
5 such claims arise out of Defendants' conduct in manufacturing, marketing, advertising,
6 warranting and selling the Products, Defendants' conduct in concealing material facts
7 regarding the Products, Defendants' false, fraudulent, unfair and misleading claims and
8 Plaintiff's and Class Members' purchasing of the Products.

9 91. *Adequate Representation*: Plaintiff will fairly and adequately protect the interests of the
10 members of the Class and have no interests antagonistic to those of the Class. Plaintiff
11 has retained counsel experienced in the prosecution of complex class actions, including
12 consumer class actions involving false and misleading advertising, product liability and
13 product design defects.

14 92. *Predominance and Superiority*: This class action is appropriate for certification because
15 questions of law and fact common to the members of the Class predominate over
16 questions affecting only individual members, and a Class action is superior to other
17 available methods for the fair and efficient adjudication of this controversy, since
18 individual joinder of all members of the Class is impracticable. Should individual Class
19 Members be required to bring separate actions, this Court and Courts throughout
20 California would be confronted with a multiplicity of lawsuits burdening the court system
21 while also creating the risk of inconsistent rulings and contradictory judgments. In
22 contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify
23 the delay and expense to all parties and the court system, this class action presents far
24 fewer management difficulties while providing unitary adjudication, economies of scale
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1 and comprehensive supervision by a single Court.

2 **CHOICE OF LAW**

3 **California's Substantive Law Applies**
4 **to the Nationwide Class Members**

5 93. Plaintiff incorporates the foregoing paragraphs as if fully restated herein.

6 94. California's substantive laws apply to the proposed nationwide Class, as set forth in this
7 complaint, because Plaintiff properly bring this action in this District. A United States
8 District Court sitting in diversity presumptively applies the substantive law of the State in
9 which it sits.

10 95. The Court may constitutionally apply California's substantive laws to Plaintiff and
11 Nationwide Class Members' claims under the Due Process Clause of the Fourteenth
12 Amendment, § 1, and the Full Faith and Credit Clause, Art. IV, § 1, of the United States
13 Constitution. The claims asserted by Plaintiff contain significant contact, or significant
14 aggregation of contacts, to ensure an adequate state interest and supports the choice of
15 California state law as just and reasonable.

16 96. Defendants conduct substantial business in California providing California with an
17 interest in regulating Defendants' conduct under California laws. Defendants' decision to
18 regularly conduct business in California and avail themselves of California's laws render
19 the application of California law to the claims at hand constitutionally permissible.

20 97. The injury to the Plaintiff and a significant number of proposed Class Members by virtue
21 of the misconduct alleged, occurred in California. Plaintiff resides in California and
22 purchased Defendants' Product in California. A substantial number of the proposed
23 Nationwide Class reside in California and purchased Defendants' Products in California.
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1 98. The application of California's laws to the proposed Nationwide Class Members is also
2 appropriate under California's choice of law rules because California has significant
3 contacts to the claims of the Plaintiff and the Nationwide Class Members.
4

5 **CAUSES OF ACTION**

6 **COUNT I**

7 **Violations of California Business and Professions**

8 **Code § 17200 *et seq.***

9 **(On Behalf of Plaintiff and the Classes Against Defendants)**

10 99. Plaintiff incorporates the foregoing paragraphs as if fully restated herein.

11 100. Cal. Bus. & Prof. Code § 17200 prohibits any "unlawful, unfair or fraudulent
12 business act or practice."

13 101. The acts, omissions, misrepresentations, practices, and non-disclosures of
14 Defendants as alleged herein constitute "unlawful" business acts and practices in that
15 Defendants' conduct violates the False Advertising Law and the Consumer Legal
16 Remedies Act.

17 102. Defendants' conduct is further "unlawful" because it violates the Federal Food,
18 Drug, and Cosmetic Act and its implementing regulations in at least the following ways:

- 19 (1) Defendants' deceptive statements violate 21 U.S.C. § 343(a), which deems food
20 (including nutritional supplements) misbranded when the label contains a statement
21 that is "false or misleading in any particular";
22 (2) Defendants' deceptive statements violate 21 C.F.R. § 101.14(b)(3)(i), which mandates
23 "substances" in dietary supplements consumed must contribute and retain "nutritional
24 value" as defined under 21 C.F.R. § 101.14(a)(2)(3) when consumed at levels
25 necessary to justify a claim.
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1 103. Defendants' conduct is further "unlawful" because it violates The California
2 Sherman Food, Drug, and Cosmetic Law, which incorporates the provisions of the
3 Federal Food, Drug and Cosmetic Act.

4 104. The acts, omissions, misrepresentations, practices, and non-disclosures of
5 Defendants as alleged herein also constitute "unfair" business acts and practices under the
6 UCL in that Defendants' conduct is immoral, unscrupulous, and offends public policy.
7 Further, the gravity of Defendants' conduct outweighs any conceivable benefit of such
8 conduct.
9

10 105. The acts, omissions, misrepresentations, practices, and non-disclosures of
11 Defendants as alleged herein also constitute "fraudulent" business acts and practices
12 under the UCL in that Defendants' claims are false, misleading, and have a tendency to
13 deceive the Class and the general public.
14

15 106. In accordance with Bus. & Prof. Code § 17203, Plaintiff seeks an order enjoining
16 Defendants from continuing to conduct business through unlawful, unfair, and/or
17 fraudulent acts and practices, and to commence a corrective advertising campaign.

18 107. Plaintiff further seeks an order for the disgorgement and restitution of all monies
19 from the sale of the Defendants' Products, which were acquired through acts of unlawful,
20 unfair, and/or fraudulent competition.
21

22 **COUNT II**

23 **Violations of California Legal Remedies Act**

24 **Cal. Civ. Code § 1750 *et seq.***

25 **(On Behalf of Plaintiff and the Classes Against Defendants)**

26 108. Plaintiff incorporates the foregoing paragraphs as if fully restated herein.
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1 109. Plaintiff has standing to pursue this claim as Plaintiff has suffered injuries in fact
2 and have lost money or property as a result of Defendants' actions as set forth herein.

3 110. This cause of action is brought on behalf of all people of the State of California in
4 accordance with the provisions of the California Legal Remedies Act (California Civil
5 Code section 1770). Class members have lost money or property as a result of
6 Defendants' actions as set forth herein.
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8 111. Defendants' wrongful business practices constituted, and constitute, a continuing
9 course of conduct of violation of the California Legal Remedies Act since Defendants are
10 still representing that the Products have characteristics and abilities which are false and
11 misleading.

12 112. Defendants' wrongful business practices have caused injury to Plaintiff and the
13 Class.
14

15 113. Pursuant to section 1770 of the California Civil Code, Plaintiffs and the Class
16 seek an order of this Court enjoining Defendants from continuing to engage in unlawful,
17 unfair, or deceptive business practices and any other act prohibited by law, including
18 those set forth in this Complaint.

19 114. As a result, Plaintiff, the Class, and the general public are entitled to injunctive
20 and equitable relief, restitution, and an order for the disgorgement of the funds by which
21 Defendants were unjustly enriched.
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23 115. Plaintiff and the Class also seek Punitive Damages since Defendants were put on
24 notice of its violations of the California Legal Remedies Act and took no remedial
25 actions.
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COUNT III

Violations of the False Advertising Law, Business and Professions

Code Sections 17500 *et seq.*

(On Behalf of Plaintiff and the Classes Against Defendants)

116. Plaintiff incorporates the foregoing paragraphs as if fully restated herein.

117. In violation of Cal. Bus. & Prof. Code § 17500 *et seq.*, the advertisements, labeling, policies, acts, and practices described herein were designed to, and did, result in the purchase and use of the Products.

118. Defendants knew and reasonably should have known that the advertising, marketing and labeling of the Products were untrue and/or misleading.

119. As a result, Plaintiff, the Class, and the general public are entitled to injunctive and equitable relief, restitution, and an order for the disgorgement of the funds by which Defendants were unjustly enriched.

COUNT IV

Breach of Express Warranty

(On Behalf of Plaintiff and the Classes Against Defendants)

120. Plaintiff incorporates the foregoing paragraphs as if fully restated herein.

121. Defendants made several different express warranties upon which Plaintiff relied in making his purchase, including the false and misleading claims contained herein.

122. In fact, there is no competent and reliable scientific evidence that support any of Defendants' claims, and actually there is competent and reliable scientific evidence refuting those claims.

123. Plaintiff received products that did not meet any of the efficacy claims made by Defendants, resulting in Plaintiff purchasing useless products.

1 124. These facts constitute breaches of all applicable express warranties as alleged in
2 this Complaint.

3 **COUNT V**
4 **Unjust Enrichment**

5 **(On Behalf of Plaintiff and the Classes Against Defendants)**

6 125. Plaintiff incorporates the foregoing paragraphs as if fully restated herein.

7
8 126. Plaintiff and Class Members conferred benefits on Defendants by purchasing the
9 Products.

10 127. Defendants have been unjustly enriched in retaining the revenues derived from
11 Plaintiff's and Class Members' purchase of the Products. Retention of those monies
12 under these circumstances is unjust and inequitable because Defendants misrepresented
13 the Products' efficacy, which caused injuries to Plaintiffs and Class Members because
14 they would have not purchased the Products if the true facts would have been known.

15
16 128. Because Defendants' retention of the non-gratuitous benefits conferred on them
17 by Plaintiffs and Class Members is unjust and inequitable, Defendants must pay
18 restitution to Plaintiffs and the Class Members for their unjust enrichment, as ordered by
19 the Court.

20 **PRAYER FOR RELIEF**

21 **WHEREFORE**, Plaintiff and the Class Members demand judgment in their favor against
22 the Defendants, jointly and severally, as follows:

- 23
24 a. A determination that this action proceed as a class action and Plaintiff adequately
25 represent the Class;
26 b. An Order requiring Defendants to bear the cost of class notice;

- 1 c. For compensatory, consequential and special damages in amounts proved, as well as
2 statutory damages, including a return of all amounts paid for the Products sold by the
3 Defendants to the Plaintiff and the Class Members;
- 4 d. For interest thereon, in the maximum amount allowable under applicable law;
- 5 e. For delay damages thereon, in the maximum amount allowable under applicable law;
- 6 f. For costs of suit, in the maximum amount allowable under applicable law;
- 7 g. For punitive damages, to the maximum amount permitted under applicable law;
- 8 h. For an award of attorneys' fees and costs, to the maximum amount permitted under
9 applicable law;
- 10 i. For injunctive relief, restraining and enjoining the Defendants from continuing to use
11 these deceptive sales tactics;
- 12 j. For restitution of the funds which were unjustly enriched by Defendants, at the expense
13 of the Plaintiff and Class Members; and
- 14 k. For such other and further relief for the Plaintiff as this Honorable Court shall deem just.
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18 DATED: February 21, 2013

Respectfully submitted,

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10 Attorneys for Plaintiff
11 Nadeem Kachi, and on Behalf
12 of All Others Similarly Situated

13 **DEMAND FOR JURY TRIAL**

14 Plaintiffs and the Class Members demand trial by jury as to all matters and issues triable.

15 DATED: February 21, 2013

16 By: /s/ Brian Tomina
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Attorneys for Plaintiff
Nadeem Kachi, and on Behalf
of All Others Similarly Situated

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

'13CV0412 JM MDD

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
 NADEEM KACHI, Individually and on Behalf of All Others Similarly Situated

DEFENDANTS
 NATROL, INC.; NATROL ACQUISITION CORP.; NATROL PRODUCTS, INC.; NATROL DIRECT, INC.; and d/b/a MEDICAL RESEARCH INSTITUTE (MRI)

(b) County of Residence of First Listed Plaintiff San Diego County
 (EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Los Angeles County
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)
 BRIAN TOMINA, Bar No. 255386
 5900 Wilshire Blvd., Suite 2600, Los Angeles, CA 90036
 Telephone: (248) 327-6556

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

- | | | | | | |
|-----------------------------------------|-------------------------------------|--------------------------|---------------------------------------------------------------|--------------------------|-------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Citizen of Another State | <input type="checkbox"/> | <input type="checkbox"/> | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> | <input type="checkbox"/> |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> | <input type="checkbox"/> | Foreign Nation | <input type="checkbox"/> | <input type="checkbox"/> |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395m) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAXES <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	IMMIGRATION		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. 1332 31:3731 - Fraud (cxl)

Brief description of cause:
 Consumer Protection

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE 02/21/13 SIGNATURE OF ATTORNEY OF RECORD /s/ Brian Tomina

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE