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**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

JESSICA AUGUSTINE,
individually, and on behalf of all
others similarly situated, and the
general public,

Plaintiff,

v.

NATROL PRODUCTS, INC.,

Defendant.

CLASS ACTION '13CV3129 H DHB

COMPLAINT FOR:

- 1. VIOLATION OF CALIFORNIA
CONSUMER LEGAL REMEDIES
ACT [CIV. CODE §§ 1750, *et seq.*];**
- 2. VIOLATION OF CALIFORNIA
UNFAIR COMPETITION LAW [BUS.
& PROF. CODE §§ 17200, *et seq.*];**
- 3. VIOLATION OF CALIFORNIA
FALSE ADVERTISING LAW [BUS. &
PROF. CODE §§ 17500, *et seq.*];**
- 4. BREACH OF EXPRESS
WARRANTY;**
- 5. BREACH OF THE IMPLIED
WARRANTY OF
MERCHANTABILITY.**

DEMAND FOR JURY TRIAL

1 Plaintiff Jessica Augustine by and through her attorneys of record, bring this action
2 on behalf of herself, all others similarly situated, and the general public (“Plaintiff”)
3 against Defendant NATROL PRODUCTS, INC., (“Natrol” or “Defendant”). Plaintiffs
4 allege the following upon their own knowledge, or where there is no personal knowledge,
5 upon information and belief and the investigation of their counsel:

6 **JURISDICTION AND VENUE**

7 1. This Court has original jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A),
8 as amended by the Class Action Fairness Act of 2005, as a matter in controversy that
9 exceeds the sum of \$5,000,000.00, exclusive of costs and interest. On information and
10 belief, more than two-thirds of the members of the class are citizens of a state different
11 from the Defendant. This Court has supplemental jurisdiction over the state law claims
12 pursuant to 28 U.S.C. § 1367.

13 2. Personal jurisdiction derives from the fact that the Defendant is incorporated
14 in California, maintains its principal place of business in California, and conducts
15 business within the State of California and within this judicial district.

16 3. Venue is proper within this district pursuant to 28 U.S.C. § 1391(b)(2)
17 because many of the acts and transactions occurred in this district and because
18 Defendant:

- 19 (i) is authorized to conduct business in this district and has intentionally
20 availed itself of the laws and markets within this district through the
21 promotion, marketing, distribution and sale of its products in this district;
22 (ii) does substantial business in this district;
23 (iii) advertises to consumers residing in this district; and
24 (iv) is subject to personal jurisdiction in this district.

25 **PARTIES**

26 4. On information and belief, at all times relevant to this matter Defendant
27 Natrol Products, Inc. was a California corporation with its principal place of business
28 located at 21411 Prairie Street, Chatsworth, California 91311.

1 5. At all times relevant herein, Defendant advertised, marketed, distributed, and
2 sold Laci Le Beau Super Dieter's Tea ("Product") to consumers in the United States,
3 transacting business in this district and throughout the United States.

4 6. At all times relevant to this matter, Plaintiff Jessica Augustine resided, and
5 continues to reside, in La Mesa, California.

6 7. Members of the putative Class reside in California and other states in the
7 United States.

8 8. During the Class period, Plaintiff Jessica Augustine was exposed to and saw
9 Defendant's claims about the Product, which claimed, *inter alia*, that the product was
10 effective for weight-loss. In or about May or June of 2013, Plaintiff purchased the
11 Product in Acai flavor, in reliance on those claims at Ross in La Mesa for approximately
12 \$3.99, and suffered injury in fact as a result of Defendant's unfair competition as
13 described herein, and as the Product did not work as advertised.

14 9. Plaintiff is informed and believes and thereon allege that at all times herein
15 mentioned the Defendant and Defendant's employees were the agents, servants and
16 employees of the Defendant, acting within the purpose and scope of that agency and
17 employment.

18 **INTRODUCTORY FACTS**

19 10. This is a consumer protection class action lawsuit on behalf of purchasers of
20 the Product, Laci Le Beau Super Dieter's Tea. For over ten years, the Product has been
21 and continue to be marketed by the Defendant as weight loss teas that are also designed
22 to support reduction of excess body fats and accumulated toxins. However, the main
23 ingredient in the Product is Cassia Anjustifolia, or Senna Leaves, an herbal laxative that
24 can actually thwart weight loss by slowing the metabolism and causing, in combination
25 with the Product's other diuretic ingredients, chronic bloating and constipation.

26 11. The Product contains no weight loss ingredients or fat burners, are not
27 effective treatments for weight loss or appetite suppression and do not in fact work as
28 advertised.

1 12. In addition, Plaintiff and the class would not have purchased the Product, but
2 for the Product's deceptive labeling claims.

3 13. Defendant's advertising of its Product is and has been the subject of an
4 extensive and comprehensive, nationwide marketing campaign in various media
5 including the internet.

6 14. Defendant primarily advertises and promotes its Product through labeling
7 claims on the front of the Product's package. Label descriptions on the Product's
8 packaging, taken as a whole, clearly indicate what the Product is supposed to do and all
9 members of the class were exposed to the Product's labels as depicted herein because
10 Defendant's labeling is and was uniform throughout the U.S.

11 15. Like other members of the class, Plaintiff saw, understood, and relied on the
12 labels included in this Complaint, including but not limited to: the false or misleading
13 claims on the Product, stating "Super Dieter's Tea," "All Natural," "No Artificial
14 Ingredients," "Your Cup of Tea TM," "Dieting can be ... satisfying... with the help of my
15 flavorful all natural Super Dieter's Teas," "perfect, low-calorie solution to help balance
16 your lifestyle and provide soothing results," "Cleanse," "Supports Weight Loss Efforts,"
17 "Helps Eliminate Impurities," and "America's #1 Brand of Dieter's Tea." Each of these
18 statements is false and/or misleading because a reasonable consumer would understand
19 them to mean, taken together and in context, that the Product caused or supported
20 permanent weight loss, elimination of toxins from the body, and a reasonable consumer
21 would not understand that the Product is nothing more than a stimulant laxative that
22 should not be consumed regularly. According, the Product does not provide the
23 advertised benefits or possess the advertised qualities.

24 16. Defendant's marketing and promotion of the Product is supported by false
25 and misleading claims containing material omissions concerning the Product's efficacy
26 and supposed mechanism of action. Defendant had a duty to disclose the truth behind the
27 Product's supposed efficacy and mechanism of action, to correct the deception that its
28 partial disclosure created in minds of consumers.

1 17. When purchasing the Product, Plaintiff was seeking a product that would
2 help her lose weight, burn fat, cleanse and eliminate impurities, as Defendant promised,
3 represented and warranted. Moreover, Plaintiff sought a product that was generally
4 healthy, as the Product promised to help eliminate toxic waste from the body.

5 18. Plaintiff purchased the Product believing it had the qualities she sought,
6 based on the Product's deceptive labeling, but the Product was actually unacceptable to
7 her as it contained no weight loss, fat burning or toxic waste elimination properties or
8 benefits as advertised.

9 19. Moreover, like all reasonable consumers and members of the class, Plaintiff
10 considers a label's compliance with federal law a material factor in her purchasing
11 decisions. Plaintiff is generally aware that the federal government carefully regulates
12 packaged food products and therefore has come to trust that information conveyed on
13 packaged food labels is truthful, accurate, complete, and fully in accordance and
14 compliance with federal law. As a result, Plaintiff trusts she can compare competing
15 products on the basis of their labeling claims, to make a purchasing decision.

16 20. Like all reasonable consumers and members of the class, Plaintiff would not
17 purchase a food product she knew was misbranded under federal law, *see* 21 U.S.C. §
18 343, which the federal government prohibits selling, *id.* § 331, and which carries with its
19 sale criminal penalties, *id.* § 333. Plaintiff could not trust that the label of a product
20 misbranded under federal law is truthful, accurate and complete.

21 21. Similarly, like all reasonable consumers and members of the class, Plaintiff
22 would not purchase a food product she knew was an illegally marketed new drug for
23 which the FDA has not determined its safety and efficacy.

24 22. In light of the foregoing, reasonable consumers, including Plaintiffs and
25 other members of the class, were and are likely to be deceived by Defendant's advertising
26 and marketing practices as detailed herein.

27 23. Further, Plaintiff and the Class purchased the Product instead of competing
28 products based on the false statements and misrepresentations described herein.

24. Instead of receiving a product that has the weight loss, fat burning, or toxic waste elimination benefits and properties as advertised, Plaintiff and the Class received a product worth much less, or which was worthless, since the Product not only does not work but causes no effect or effects reverse of that advertised.

25. Plaintiff and the Class lost money as a result of Defendant's deception in that Plaintiff did not receive what she had paid for.

26. Plaintiff and the Class altered their position to their detriment and suffered damages in an amount equal to the amount they paid for the Product.

27. Plaintiff brings this action on behalf of herself and all other similarly situated consumers in the United States, *or in the alternative* California and states with laws that do not materially differ to California, to halt the dissemination of Defendant's deceptive and false advertising message about the Product, to correct the false and misleading perception it has created in the minds of consumers, and to compensate the Class members wronged by the Defendant's conduct. Plaintiff alleges violations of the Consumers Legal Remedies Act (Cal. Civ. Code §§ 1750, *et seq.*, "CLRA"), Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*), False Advertising Law (Cal. Bus. & Prof. Code §§ 17500, *et seq.*), breach of express warranty, and breach of implied warranty.

SPECIFIC FACTUAL ALLEGATIONS

28. Defendant has used and continues to use labeling, advertising, and the Internet, *inter alia*, to market that the Product "Supports Weight Loss Efforts," and "Helps Eliminate Impurities."

29. Each of Defendant's statements, *inter alia*, is false and/or misleading for the reasons set forth below.

Laci Le Beau Super Dieter's Tea: the Product

30. Defendant markets the Product in the following flavors:¹ Acai, All Natural Botanicals, Apricot, Cinnamon Spice, Cranberry Twist, Lemon Mint, Peppermint and

¹ See www.lacilebeau.com/Store/Products.aspx?cat=02 (last visited Dec. 16, 2013).

1 Tropical Fruit.

2 31. Though the ingredients may vary in order for the tea to achieve the
3 advertised flavor, the key ingredients for purported weight loss do not: The key
4 ingredient combination in the Product is Senna (*Cassia angustifolia*) (leaf) and Stevia
5 Powder and Stevia Powdered Extract/ (*Stevia rebaudiana*) (leaf).

6 32. Cassia Anjustifolia, or senna leaves, have a laxative effect, but is not a bulk-
7 forming laxative. Bulk-forming laxatives are generally considered safe for regular use.

8 33. Senna is a stimulate laxative that stimulates bowel muscles to increase bowel
9 movements.

10 34. Real weight-loss cannot occur from Senna because the laxative only affects
11 the colon and does not prevent the absorption of calories, which occurs in the small
12 intestine.

13 35. Further, stimulate laxatives can cause dependence if the muscles “forget”
14 how to work on their own. Repeated use of laxatives over an extended period of time can
15 also slow the metabolism. (See www.dietspotlight.com/tadin-zendo-dieter's-tea-review/
16 last visited December 18, 2012).

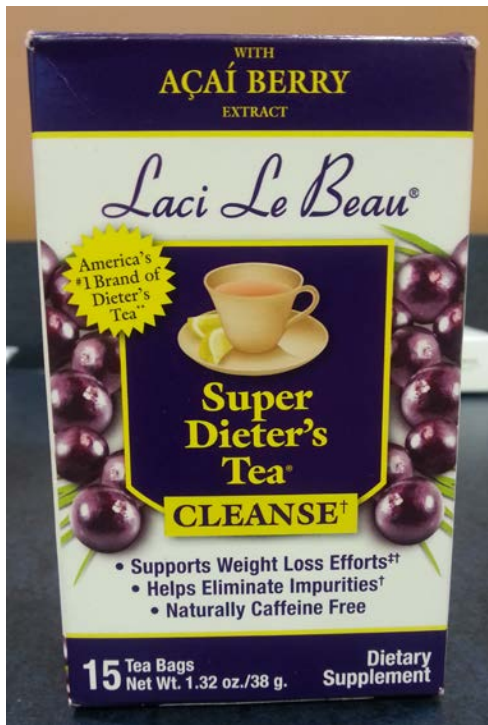
17 36. The American Herbal Products Association (AHPA) warns against long-
18 term use of senna leaf and recommends that senna leaf products be labeled, “Do not use
19 this product if you have abdominal pain or diarrhea. Consult a healthcare provider prior
20 to use if you are pregnant or nursing. Discontinue use in the event of diarrhea or watery
21 stools. Do not exceed recommended dose. Not for long-term use.”
22 www.ahpa.org/Default.aspx?tabid=224#section_stimulant_laxativ (last visited May 25,
23 2013).

24 37. In addition, the State of California has established labeling requirements that
25 supersede the AHPA requirement for products sold in California. All dietary
26 supplements that contain aloe (*Aloe ferox* and other related species), buckthorn bark and
27 berry (*Rhamnus catharticus*), cascara sagrada bark (*Rhamnus purshiana*), rhubarb root
28 (*Rheum palmatum*), and senna leaf and pod (*Cassia acutifolia*, *C. angustifolia*, *C. senna*)

are required to bear the following label: “NOTICE: This product contains (name of substance(s) and common name(s) if different). Read and follow directions carefully. Do not use if you have or develop diarrhea, loose stools, or abdominal pain because (insert common name) may worsen these conditions and be harmful to your health. Consult your physician if you have frequent diarrhea or if you are pregnant, nursing, take medication, or have a medical condition.” Title 17, Cal. Code of Regs. §§ 10200 and 10750; *see also* 21 C.F.R. § 310.545(a)(8); 58 Fed. Reg. 27636, 27640-27641. While the back of the Product bears this required disclaimer in small type, the front and sides of the packaging make advertising claims that directly contradict that disclaimer along with the known properties and dangers of repeated or ongoing use of Senna.

Specific Misrepresentations, Material Omissions and Deceptive Facts

a. Front Label



38. Misleading Product Name: Defendant labels the Product as being a “Super Dieter’s Tea,” when it does not contain any ingredients to help one diet or lose weight. Further, as most diets last well longer than the limited time period in which a person should not exceed the use of Senna, it is deceptive to label the Product a “Dieter’s Tea.”

1 39. Misleading Description: Defendant prominently describes the Product as a
2 “CLEANSE,” by highlighting this word in all capital letters with surrounding contrasting
3 color. This description is misleading in that it makes the Product seem as though it has
4 ingredients that will help to flush the body of toxins, when in reality it contains a laxative
5 ingredient.

6 40. Misleading Bullet Point: Defendant has a bullet point in purple text with
7 contrasting background clearly advertising that the Product “Supports Weight Loss
8 Efforts.” However, the product contains Senna, which is not effective in permanent
9 weight loss and may have an opposite effect and cause bloating and cramping. Further,
10 as most diets last well longer than the limited time period in which a person should not
11 exceed the use of Senna, making this claim false or deceptive.

12 41. Misleading Bullet Point: Defendant’s other bullet point in purple text with
13 contrasting background also clearly advertises that the Product “Helps Eliminate
14 Impurities.” This bullet point is misleading in that it makes the Product appear to be able
15 to eliminate toxins, or that the Product contains ingredients to do the same, when the
16 Product contains Senna and Stevia. Further, this claim would mislead the average
17 consumer into believe they could consume the Product on an ongoing basis, well
18 exceeding than the limited time period in which a person should not exceed the use of
19 Senna, making this claim false or deceptive.

20 42. Misleading Seal: Defendant highlights in a yellow seal on the box that the
21 Product is “America’s #1 Brand of Dieter’s Tea.” This seal is misleading in that it lures
22 consumers into thinking the Product is safe and/or effective by being a best-seller.
23 Further, it is misleading in that it calls the Product a “Dieter’s Tea.” However, the
24 ingredients of Senna and Stevia do not make the Product a “Tea,” or something for
25 “Dieter’s” to be consuming because Senna and the other ingredients in the Product do not
26 have any effect on the type of weight loss a consumer would seek (i.e., long-lasting).
27 Moreover, most diets last well longer than the limited time period in which a person
28 should not exceed the use of Senna, making this claim false or deceptive.

b. Back Label



43. Misleading Message: Defendant's label has a letter to its "Friend," stating that "Dieting can be... satisfying. Especially with the help of ...Super Dieter's Tea." This statement is misleading in that it makes the Product appear to be able to help with long-lasting weight loss or ongoing weight loss efforts, when the Product is actually supplying the consumer with a stimulant laxative that should not be consumed on a regular basis.

44. Misleading Description: Defendant's label calls the Product, "all natural." This statement is misleading because the source of the ingredients is unknown. Senna, stevia, or any number of the other ingredients may be processed and therefore not natural.

45. Misleading Message: Defendant highlights that the Product is a "low-calorie solution to help balance [one's] lifestyle and provide soothing results." This statement is misleading because the ingredients in the Product do not provide soothing results, if any results. Senna can have effects that would not be very soothing such as

1 cramping and diarrhea.

2 46. Misleading Graphic: Defendant has a picture of a woman sipping a cup of
3 tea within its letter to its “Friend.” This picture is misleading in that it helps support that
4 the Product is soothing in some way, when really the ingredients may cause physical pain
5 and bloating to its consumers.

6 47. Misleading Slogan: Defendant puts noticeably under the brand name of the
7 product, its slogan “Your Cup of Tea.” This is a misleading statement because the
8 Product is not actually a tea, but a stimulant laxative.

9 48. Misleading Description: Defendant describes the Product as “All Natural.”
10 This statement is misleading because the source of the ingredients is unknown. Senna,
11 stevia, or any number of the other ingredients may be processed and therefore not natural.

12 49. Misleading Description: Defendant describes the Product as having “No
13 Artificial Ingredients. This statement is misleading because the source of the ingredients
14 is unknown. Senna, stevia, or any number of the other ingredients may be processed and
15 therefore, artificial.

16 **RELIANCE AND INJURY**

17
18 50. In purchasing the Product, Plaintiff was seeking a Product that had the
19 qualities described on the Product’s labeling.

20 51. Plaintiff read and relied on the following deceptive claims by Defendant
21 concerning the Product:

- 22 • “Super Dieter’s Tea”
- 23 • “All Natural”
- 24 • “No Artificial Ingredients”
- 25 • “Your Cup of Tea TM”
- 26 • “Dieting can be ... satisfying... with the help of my flavorful all natural
- 27 Super Dieter’s Teas”
- 28 • “perfect, low-calorie solution to help balance your lifestyle and provide

soothing results”

- “CLEANSE”
- “Supports Weight Loss Efforts”
- “Helps Eliminate Impurities”
- “America’s #1 Brand of Dieter’s Tea”

52. Each of these statements is false and/or misleading because the Product is not effective in achieving the results advertised. Defendant’s marketing and promotion is misleading, false, and contains material omissions concerning the Product’s efficacy and supposed mechanism of action.

53. Plaintiff believed the Product had the qualities she sought based on its deceptive labeling, but the Product was actually unsatisfactory to Plaintiff for the reasons described herein.

54. The Product costs more than similar products without misleading labeling.

55. Plaintiff paid more for the Product, and would have been willing to pay less, or unwilling to purchase the Product at all, absent the false and misleading label complained of herein.

56. Like all reasonable consumers and members of the public, Plaintiff would not have purchased a Product if she knew it was misbranded under federal laws, which the government prohibits selling, and which carries with its sale criminal penalties. *See* 21 U.S.C. §§ 331, 333, 343.

57. California Health and Safety Code, Division 104, Part 5, contains the Sherman Food, Drug, and Cosmetic Law (“Sherman Law,” located at Cal. Health & Safety Code §§ 109875-111915. The Sherman Law imposes identical requirements to the federal FDCA. *See* Cal. Health & Safety Code §§ 110095, 110100, 110105, 110110, 110111, 110115, 110422 *et seq.*, 110660 *et seq.* The Sherman Law is explicitly authorized by the FDCA. 21 U.S.C. § 343-1.

1 58. The Products are misbranded and unlawful under the Sherman Law due to
2 their false and misleading claims, as described herein.

3 59. Absent the misrepresentations and omissions described herein, which are
4 material to an average consumer, Plaintiff and other consumers would not have
5 purchased the Product.

6 60. In purchasing the Product which was falsely or deceptively advertised,
7 Plaintiff suffered an injury in fact in the form of the lost purchase price of the Product.

8 61. Plaintiff seeks justice for herself and similarly-situated consumers of the
9 Product by means of this action to enjoin the ongoing deceptive practices described
10 herein.

11 62. In light of the foregoing, reasonable consumers, including Plaintiff and other
12 members of the class, were and are likely to be deceived by Defendant's advertising and
13 marketing practices as detailed herein.

14 63. Further, Plaintiff and other members of the class purchased the Product
15 instead of competing products based on false statements, misrepresentations and
16 omissions described herein.

17 64. Instead of receiving a product that had the benefits, advantages, qualities and
18 characteristics as advertised, Plaintiff and other members of the class received a product
19 worth much less, or which was worthless, since the Product did not possess the
20 characteristics, benefits, advantages and qualities as advertised by Defendant.

21 65. Plaintiff lost money as a result of Defendant's deception in that Plaintiff did
22 not receive what she paid for.

23 66. Plaintiff altered her position to her detriment and suffered damages in an
24 amount equal to the amount she paid for the Product over the class period.

25 **CLASS ACTION ALLEGATIONS**

26 67. Pursuant to Rules 23(a), (b)(3) and/or (b)(2) of the Federal Rules of Civil
27 Procedure, Plaintiff brings this action on behalf of themselves and a nationwide Class,
28

1 initially defined as follows:

2 All persons in the United States who purchased Defendant's Laci Le Beau Super
3 Dieter's Tea from December 20, 2009 to the present ("Class Period") for personal
4 or household use, and not for resale or distribution purposes.

5 *Or, in the alternative,*

6 All purchasers in California and states with laws that do not materially differ from
7 the California laws pleaded herein, of Defendant's Laci Le Beau Super Dieter's
8 Tea, for household or personal use, from December 20, 2009 through and
9 including the present.

10 68. Excluded from the Class are Defendant's officers, directors, shareholders,
11 and employees; the judicial officer(s) deciding this action and their immediate family
12 members and employees.

13 69. The persons in this Class are so numerous that the joinder of all such persons
14 is impracticable and Plaintiff contends the following common questions of law or fact:

- 15 (a) whether the challenged claims discussed above are false, misleading, or
- 16 reasonably likely to deceive a reasonable consumer;
- 17 (b) whether Defendant's conduct violates public policy;
- 18 (c) whether Defendant's conduct constitutes violations of the laws asserted
- 19 herein;
- 20 (d) whether Defendant engaged in false or misleading advertising;
- 21 (e) whether Plaintiff and Class members have sustained monetary loss and the
- 22 proper measure of that loss;
- 23 (f) whether Plaintiff and Class members are entitled to declaratory and
- 24 injunctive relief.

25 These questions of law and fact also predominate over questions that affect only
26 individual class members. The Product's labeling was uniform throughout the Class
27 Period, meaning all Class members were exposed to the same labeling.

28 70. Plaintiff's claims are typical of those of the Class and they will fairly and

adequately represent the interests of the Class. Plaintiff will serve as adequate Class Representatives. Plaintiff's counsel is highly experienced in complex consumer class action litigation, and will vigorously represent the best interests of the class. Plaintiffs have no adverse or antagonistic interests to those of the Class.

71. Class action is superior to other available methods for the fair and efficient adjudication of this controversy. The expense and burden of individual litigation would make it impracticable or impossible for proposed Class members to prosecute their claims individually. The trial and the litigation of Plaintiffs' claims are manageable.

72. Unless a class-wide injunction is issued, Defendant will continue to commit the violations alleged, and the members of the Class and the general public will continue to be exposed to deceptive advertising or misled, to the detriment of the Class and the public.

73. Defendant has acted and refused to act on grounds generally applicable to the Class, making appropriate final injunctive relief with respect to the Class as a whole.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

For Violations of the Consumers Legal Remedies Act – Civil Code Section 1750 *et seq.*

[On Behalf of Plaintiff and the Class and Against the Defendant]

74. Plaintiff repeats, re-alleges and incorporates by reference each and every allegation contained above as if fully set forth herein.

75. At all times relevant herein, there was in full force and effect the Consumers Legal Remedies Act, California Civil Code §§ 1750, *et seq.* (the "Consumers Legal Remedies Act") and similar deceptive practice acts in other states. Plaintiffs are consumers as defined by Civil Code § 1761(d). The Product is a good within the meaning of Civil Code § 1761(a).

76. Defendant violated and continues to violate the Consumers Legal Remedies Act by engaging in the following practices proscribed by § 1770(a), in transactions with

1 Plaintiffs and the Class which were intended to result in, and did result in, the sale of the
2 Products:

- 3 (a) Advertising that the Product is effective for weight loss when it is not;
- 4 (b) Representing that the Product has characteristics, uses or benefits which it
5 does not have;
- 6 (c) Representing that the Product is of a particular standard, quality or grade
7 when they are of another;
- 8 (d) Advertising the Product with intent not to sell them as advertised;
- 9 (e) Representing that the Product has been supplied in accordance with a
10 previous representation when it does not;
- 11 (f) Engaging in conduct that creates a likelihood of confusion or
12 misunderstanding.

13 77. The Defendant's representations amount to false and/or deceptive acts or
14 practices in violation of the Consumers Legal Remedies Act.

15 78. Defendant's actions described herein similarly violated the consumer
16 protection statutes in effect in every state in which Defendant or their affiliates do
17 business.

18 79. Defendant violated the Consumers Legal Remedies Act, and similar
19 provisions in the Consumers Legal Remedies Acts of other jurisdictions within the
20 United States, by making the representations, claims and nondisclosures for the Products,
21 as described herein, when it knew, or should have known, that the representations and
22 advertisements were incomplete, false and misleading.

23 80. Plaintiff and other members of the Class relied upon the Defendant's
24 material misrepresentations as to the quality and attributes of the Product.

25 81. Plaintiff and other members of the Class were likely to be deceived by
26 Defendant's representations about the quality and attributes of the Product, including but
27 not limited to the purported ability of the Product to cause weight loss.

28 82. Plaintiff and other Class members would not have purchased the Product had

1 they known Defendant's claims were misleading, unfounded or untrue, and the true
 2 nature of the Product, causing them injury in fact in the form of the lost purchase price
 3 for the Products.

4 83. Pursuant to section 1782 *et seq.* of the Consumers Legal Remedies Act,
 5 Plaintiff notified Defendant in writing by certified mail of the particular violations of §
 6 1770 of the Act as to the Product and demanded that Defendant rectify the problems
 7 associated with the actions detailed above and give notice to all affected consumers of its
 8 intent to so act. Defendant's wrongful business practices regarding the Product
 9 constituted, and constitute, a continuing course of conduct in violation of the Consumers
 10 Legal Remedies Act since Defendant is still representing that the Product has
 11 characteristics, uses, benefits, and abilities which are false and misleading, and have
 12 injured and continue to injure Plaintiff and the Class. Copies of Plaintiff's letters are
 13 attached as **Exhibit 1** hereto.

14 84. Pursuant to California Civil Code § 1780(a), Plaintiff and the Class seek an
 15 order of this Court enjoining the Defendant from continuing to engage in unlawful,
 16 unfair, or deceptive business practices and any other act prohibited by law; and for
 17 attorney's fees and costs under *id.* § 1780(e).

18 **SECOND CAUSE OF ACTION**

19 **Violation of California Business & Professions**

20 **Code Section 17200, *et seq.* (Unfair Competition Law)**

21 **[On Behalf of Plaintiff and the Class and Against the Defendant]**

22 85. Plaintiff repeats, re-alleges and incorporates by reference each and every
 23 allegation contained above as if fully set forth herein.

24 86. Business & Professions Code Section 17200 prohibits any "unlawful, unfair
 25 or fraudulent business act or practice and unfair, deceptive, untrue or misleading
 26 advertising." For the reasons discussed above, Defendant has engaged in "unlawful"
 27 business acts or practices by, among other things, making misrepresentations and
 28 omissions of material facts, as set forth more fully above, and violating, among other

1 statutes, Civil Code §§ 1572, 1573, 1709, 1710, 1711, 1770, Business & Professions
2 Code § 17500, *et seq.*, Health & Safety Code § 109875, *et. seq.*, and the common law.

3 87. Defendant's conduct is further "unlawful" because it violates the California
4 Sherman Law, see Cal. Health & Safety Code § 109875-111915 (specifically *id.* §§
5 110095, 110100, 110105, 110110, 110111, 110115, 110422 *et seq.*, 110660 *et seq.*),
6 which incorporates the identical provisions of the FDCA.

7 88. Defendant's actions described herein similarly violated the consumer
8 protection statutes and statutes prohibiting unfair, unlawful or deceptive business acts or
9 practices in effect in every state in which Defendant or their affiliates do business, and
10 the common law of those states.

11 89. Plaintiff and the Class reserve the right to allege other violations of law
12 which constitute other unlawful business acts or practices. Such conduct is ongoing and
13 continues to this date.

14 90. Defendant's acts, omissions, misrepresentations, practices and non-
15 disclosures as alleged herein also constitute "unfair" business acts and practices within
16 the meaning of Business & Professions Code Section 17200, *et seq.*, and similar statutory
17 provisions in other jurisdictions within the United States, in that their conduct is
18 substantially injurious to consumers, offends public policy, and is immoral, unethical,
19 oppressive, and unscrupulous because the gravity of the conduct outweighs any alleged
20 benefits attributable to such conduct. Plaintiff alleges violations of consumer protection,
21 unfair competition and truth in advertising laws resulting in harm to consumers. Plaintiff
22 asserts violations of the public policy of engaging in false and misleading advertising,
23 unfair competition and deceptive conduct towards consumers. There were reasonably
24 available alternatives to further Defendant's legitimate business interests, other than the
25 conduct described herein.

26 91. Defendant's claims, nondisclosures and misleading statements, as more fully
27 set forth above, were also false, misleading and/or likely to deceive the consuming public
28 within the meaning of Business & Professions Code Section 17200 as to "fraudulent"

1 conduct, and similar provisions protecting consumers in other jurisdictions within the
2 United States. Defendant's labeling, website and other advertisements, as described
3 herein, were false, deceptive, and/or likely to deceive a reasonable consumer because
4 Defendant is marketing weight loss teas when, in reality, the Product has no weight loss
5 properties, and/or has less weight loss properties than claimed, and/or because
6 Defendant's omitted material information from the Products' advertising as described
7 herein, such that if Plaintiffs and members of the Class had known those material facts,
8 they would not have purchased the Product.

9 92. Plaintiff and the Class were exposed to Defendant's advertising as alleged
10 herein.

11 93. Defendant's conduct caused and continues to cause substantial injury to
12 Plaintiff and members of the Class. Plaintiff has suffered injury in fact as a result of
13 Defendant's unfair conduct, in the form of the lost purchase price of the Product, which
14 she purchased after being exposed to Defendant's advertising statements, as described
15 herein.

16 94. Defendant's conduct caused and continues to cause substantial injury to
17 Plaintiff and the other members of the Class. Plaintiff and the Class continue to be
18 exposed to Defendant's false and/or misleading advertising every time they shop for
19 dietary supplements and encounter Defendant's false or deceptive advertising on store
20 shelves. Defendant's competitors will also continue to suffer from Defendant's unfair or
21 deceptive business conduct if injunctive relief is not afforded.

22 95. Defendant has thus engaged in unlawful, unfair and fraudulent business acts
23 and practices and false advertising, entitling Plaintiff and the Class to injunctive relief
24 against Defendant, as set forth in the Prayer for Relief.

25 96. Pursuant to Business & Professions Code Section 17203, Plaintiff and the
26 Class seek an order requiring Defendant to immediately cease such acts of unlawful,
27 unfair and fraudulent business practices and requiring Defendant to engage in a corrective
28 advertising campaign.

[On Behalf of Plaintiff and the Class and Against the Defendant]

103. Defendant's conduct caused and continues to cause substantial injury to Plaintiff and the other members of the Class. Plaintiff and the Class continue to be exposed to Defendant's false and/or misleading advertising every time they shop for dietary supplements and encounter Defendant's false or deceptive advertising on store shelves. Defendant's competitors will also continue to suffer from Defendant's unfair or deceptive business conduct if injunctive relief is not afforded.

104. Pursuant to section 17535 of the California Business and Professions Code, Plaintiff and the Class seek an order of this Court enjoining Defendant from continuing to engage in deceptive business practices, false advertising, and any other act prohibited by law, including those set forth in this Complaint.

105. Plaintiff and the Class also seek an order for the disgorgement and restitution of all monies from the sale of Defendant's Products, which were unjustly acquired through acts of unlawful, unfair, and/or fraudulent competition.

FOURTH CAUSE OF ACTION

Breach of Express Warranty

[On Behalf of Plaintiff and the Class and Against the Defendant]

106. Plaintiff repeats, re-alleges and incorporates by reference each and every allegation contained above as if fully set forth herein.

107. On the Product's labels Defendant expressly warranted that the Product was effective, proper, and safe for its intended use. Defendant made affirmations of fact or promises, or description of goods, which were "part of the basis of the bargain," in that Plaintiff and the Class purchased the Product in reasonable reliance on the Product's labeling statements. Cal. Com. Code §2313(1); *see also Zwart v. Hewlett-Packard Co.*, 2011 WL 3740805 (N.D. Cal., Aug. 23, 2011) (holding that online assertions can create warranties). The quoted language from the Product's labels, as contained in this Complaint, constituted the express warranties.

108. Defendant breached the express warranties with Plaintiff and the Class by not selling the Product that provided the benefits described above, and that breach

1 actually and proximately caused injury in the form of the lost purchase price for the
2 Product.

3 109. As a result of Defendant's breach of their warranties, Plaintiff and the Class
4 have been damaged in the amount of the purchase price of the Product they purchased.

5 **FIFTH CAUSE OF ACTION**

6 **Breach of Implied Warranty of Merchantability (Cal. Com. Code §§ 2314(1),**
7 **2314(2)(f))**

8 **[On Behalf of Plaintiff and the Class and Against the Defendant]**

9 110. Plaintiff repeats, re-alleges and incorporates by reference each and every
10 allegation contained above as if fully set forth herein.

11 111. Defendant, in its sale, marketing and promotion of its Product, and the acts
12 and omissions as set forth herein, made representations to Plaintiff and the Class in the
13 form of representations on the Product's labels. The quoted language from the Product's
14 labels, as contained in this Complaint, constituted warranties or merchantability.

15 112. Plaintiff and the Class purchased the Product manufactured, advertised and
16 sold by Defendant.

17 113. Defendant is a merchant with respect to the goods of this kind which were
18 sold to Plaintiff and the Class, and there was in the sale to Plaintiff and other consumers
19 an implied warranty that those goods were merchantable.

20 114. However, Defendant breached that warranty implied in the sale of goods, in
21 that the Product did not provide the purported benefits, as set forth in detail herein.

22 115. As a result of Defendant's conduct, Plaintiff and the Class did not receive
23 goods as impliedly warranted by Defendant to be merchantable in that they did not
24 conform to the promises and affirmations made on the container or label of the goods.
25 *See* Cal. Com. Code §§ 2314(1), 2314(2)(f).

26 116. Plaintiff and Class have sustained damages as a proximate result of the
27 foregoing breach of implied warranty in an amount to be determined at trial.
28

PRAYER FOR RELIEF

Wherefore, Plaintiff, on behalf of herself, all others similarly situated, and the general public, pray for a judgment against Defendant on each cause of action:

- A. For all claims, an order declaring this action to be a proper Class Action and requiring Defendant to bear the costs of class notice;
- B. For Plaintiff's and the Class' CLRA, UCL and FAL claims, an order awarding declaratory and injunctive relief as permitted by law or equity, including enjoining Defendant from continuing the unlawful practices as set forth herein;
- C. For Plaintiff's and the Class' UCL and FAL claims, an order awarding restitution and disgorgement of Defendant's revenues to Plaintiff and the proposed Class members;
- D. For Plaintiff's and the Class' CLRA, UCL and FAL claims, an order compelling Defendant to engage in a corrective advertising campaign to inform the public concerning the true nature of the Product;
- E. For Plaintiff's and the Class' warranty claims, an order awarding damages, and punitive damages, to Plaintiffs and the Class against Defendant, as provided by statute or applicable law;
- F. For all claims, an order awarding attorneys' fees and costs to Plaintiff;
- G. For an order providing for all other such equitable relief as may be just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: December 20, 2013

/s/ Ronald A. Marron
Ronald A. Marron
ron@consumersadvocates.com
THE LAW OFFICES OF
RONALD A. MARRON, APLC
SKYE RESENDES

ALEXIS M. WOOD
651 Arroyo Drive
San Diego, CA 92103
Telephone: (619) 696-9006
Facsimile: (619) 564-6665

Table of Exhibits

EXHIBIT NUMBER	EXHIBIT DESCRIPTION	PAGE NUMBERS
Exhibit 1	Plaintiff's CLRA letters	1-8

EXHIBIT 1

Law Offices of
Ronald A. Marron
A Professional Law Corporation

651 Arroyo Drive
San Diego, CA 92103

Tel: 619.696.9006
Fax: 619.564.6665

December 9, 2013

Via: Certified Mail, (receipt acknowledgment with signature requested)

Natrol Products, Inc.
AGENT FOR SERVICE OF PROCESS:
Mesrop G. Khoudagoulian
333 North Brand Blvd
Glendale, CA 91203

Natrol Products, Inc.
Attn: LEGAL DEPARTMENT
21411 Prairie St
Chatsworth, CA 91311

RE: NOTICE: Violations of the California Consumer Legal Remedies Act and Duty to Preserve Evidence

Dear Sir or Madam,

PLEASE TAKE NOTICE that this letter constitutes notice under the California Consumer Legal Remedies Act, ("CLRA"), California Civil Code Section 1750, *et seq.*, (the "ACT") — pursuant specifically to Civil Code Section 1782 — notifying **Natrol Products, Inc.** (collectively, "YOU" and "YOUR") of violations of the Act and of our demand that YOU remedy such violations within thirty (30) days from your receipt of this letter.

This firm represents Ms. Jessica Augustine. Ms. Augustine purchased "Laci Le Beau Super Dieter's Tea," ("Product") from Ross in La Mesa, California, around May or June of 2013. Ms. Augustine was exposed to and saw YOUR claims about the Product, purchased the Product in reliance on those claims, and suffered injury in fact as a result of YOUR false and misleading advertising.

YOU falsely advertise and market the Product by putting false and misleading claims on the label, stating or suggesting that the Product will "Eliminate Impurities", "Cleanse," and that the Product "Supports Weight Loss Efforts," when in fact the Product is nothing more than senna leaf ("Senna") a stimulant laxative. YOU also falsely advertise and market the Product as being, "America's #1 Selling Dieter's Tea," and a "Dietary Supplement."

Because the Product has no weight loss characteristics, it is not effective for weight loss or appetite suppression and therefore does not work as advertised. Moreover, Senna can actually thwart weight loss

by slowing the metabolism and causing chronic bloating and constipation. Also, Senna may cause abdominal cramps, nausea, fainting, breathing difficulties, fluctuations in body temperature and even organ failure.

Additionally, you label the product as a "Dietary Supplement," when in fact it is not a supplement as that term is understood under the Dietary Supplement Health and Education Act of 1994, which mandates "substances" in consumed dietary supplements must contribute and retain "nutritive value." Here, the Product contains non-nutritive mixtures of roots, barks and herbs, along with the non-nutritive sweetener, stevia, and serves as a delivery system for Senna, which is not only non-nutritive but actually robs the body of nutrients by causing diarrhea.

A reasonable consumer would have relied on the deceptive and false claims made in YOUR advertisements and through the exercise of reasonable diligence would not have discovered the violations alleged herein because YOU actively and purposefully concealed the truth regarding YOUR products or services.

In addition to the violations previously identified, please take further notice that YOUR Product's claims constitute a breach of express and implied warranties. Absent YOUR compliance with YOUR obligations under such warranties and cure of said breach (see 15 U.S.C. §§ 2301, *et seq.*), our client intends to pursue a class action with this regard.

In conclusion, YOUR material misrepresentations are deceiving customers into purchasing YOUR Product under the representation the Product provides weight loss and weight management benefits, when in fact it does not.

Please be advised that the alleged unfair methods of competition or unfair or deceptive acts or practices in violation of the CLRA include, but are not necessarily limited to:

§ 1770(a)(5): representing that goods have characteristics, uses, or benefits which they do not have.

§ 1770(a)(7): representing that goods are of a particular standard, quality, or grade if they are of another.

§ 1770(a)(9): advertising goods with intent not to sell them as advertised.

§ 1770(a)(16): representing the subject of a transaction has been supplied in accordance with a previous representation when it has not.

YOU have failed to honor your consumer protection obligations. Based upon the above, demand is hereby made that YOU conduct a corrective advertising campaign and destroy all misleading and deceptive advertising materials and products.

Please be advised that your failure to comply with this request within thirty (30) days may subject you to the following remedies, available for violations of the CLRA, which will be requested in the class action complaint on behalf of our client, Ms. Augustine and all other similarly-situated U.S. residents:

- (1) The actual damages suffered;
- (2) An order enjoining you for such methods, acts or practices;
- (3) Restitution of property (when applicable);
- (4) Punitive damages;
- (5) Any other relief which the court deems proper; and
- (6) Court costs and attorneys' fees.

Additionally, I remind you of your legal duty to preserve all records relevant to such litigation. See, e.g., *Convolve, Inc. v. Compaq Computer Corp.*, 223 F.R.D 162, 175 (S.D.N.Y 2004); *Computer Ass'n Int'l v. American Fundware, Inc.*, 133 F.R.D. 166, 168-69 (D. Colo. 1990). This firm anticipates that all e-mails, letters, reports, internal corporate instant messages, and laboratory records that related to the formulation and marketing of YOUR products will be sought in the forthcoming discovery process. You therefore must inform any employees, contractors, and third-party agents (for example product consultants and advertising agencies handling your product account) to preserve all such relevant information.

In addition, California Civil Code Section 1780 (b) provides in part that: "Any consumer who is a **senior citizen or a disabled person**, as defined in subdivision (f) and (g) of Section 1761, as part of an action under subdivision (a), may seek and be awarded, in addition to the remedied specified therein, up to **five thousand dollars** (\$5,000)... [emphasis added]".

I look forward to YOU taking corrective action. Thank you for your time and consideration in this matter.

Sincerely,

THE LAW OFFICES OF RONALD A. MARRON APLC

/s/ Ronald A. Marron

Ronald A. Marron

Attorney for Jessica Augustine and all others similarly situated

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Natrol Products, Inc.
Attn: LEGAL DEPARTMENT
 21411 Prairie St
 Chatsworth, CA 91311

 2. Article Number
 (Transfer from servi

7009 1680 0001 2316 8820

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

William Valenzuela

C. Date of Delivery

2/12/13

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

Law Offices of
Ronald A. Marron
A Professional Law Corporation

651 Arroyo Drive
San Diego, CA 92103

Tel: 619.696.9006
Fax: 619.564.6665

December 12, 2013

Via: Certified Mail, (receipt acknowledgment with signature requested)

Natrol Products, Inc.
AGENT FOR SERVICE OF PROCESS:
Mesrop G. Khoudagoulian
333 North Brand Blvd
Glendale, CA 91203

Natrol Products, Inc.
Attn: LEGAL DEPARTMENT
21411 Prairie St
Chatsworth, CA 91311

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This firm represents Ms. Jessica Augustine. Ms. Augustine purchased "Laci Le Beau Super Dieter's Tea, Acai Flavor," ("Product") from Ross in La Mesa, California, around May or June of 2013. Ms. Augustine was exposed to and saw YOUR claims about the Product, purchased the Product in reliance on those claims, and suffered injury in fact as a result of YOUR false and misleading advertising.

YOU falsely advertise and market the Product by putting false and misleading claims on the label, stating or suggesting that the Product is "America's #1 Brand of Dieters Tea", is a "Super Dieter's Tea", "Supports Weight Loss Efforts," and "Helps Eliminate Impurities." In fact the Product is nothing more than senna leaf ("Senna"), a stimulant laxative. YOU also falsely advertise and market the Product as containing "Nature's finest botanicals" claiming "Your Diet is in the Bag," and that the Product "will help cleanse your body of impurities" and "support your weight loss efforts."

Because the Product has no weight loss characteristics, it is not effective for weight loss or appetite suppression and therefore does not work as advertised. Moreover, Senna can actually thwart weight loss by slowing the metabolism and causing chronic bloating and constipation. Also, Senna may cause abdominal cramps, nausea, fainting, breathing difficulties, fluctuations in body temperature and even organ failure. In fact, the Product is not a "tea" at all because it only contains senna leaf, acai and stevia.

A reasonable consumer would have relied on the deceptive and false claims made in YOUR advertisements and through the exercise of reasonable diligence would not have discovered the violations alleged herein because YOU actively and purposefully concealed the truth regarding YOUR products or services.

In addition to the violations previously identified, please take further notice that YOUR Product's claims constitute a breach of express and implied warranties. Absent YOUR compliance with YOUR obligations under such warranties and cure of said breach (see 15 U.S.C. §§ 2301, *et seq.*), our client intends to pursue a class action with this regard.

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- (4) Punitive damages;
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I look forward to YOU taking corrective action. Thank you for your time and consideration in this matter.


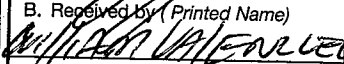
Sincerely,

THE LAW OFFICES OF RONALD A. MARRON APLC

/s/ Ronald A. Marron

Ronald A. Marron

Attorney for Jessica Augustine and all others similarly situated

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: <p style="text-align: center;">Natrol Products, Inc. Attn: LEGAL DEPARTMENT 21411 Prairie St Chatsworth, CA 91311</p>		B. Received by (Printed Name) C. Date of Delivery  12/19/13	
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7013 1710 0001 2274 2789	
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-02-M-1540	

CIVIL COVER SHEET

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

JESSICA AUGUSTINE, individually, and on behalf of all others similarly situated, and the general public

(b) County of Residence of First Listed Plaintiff San Diego

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

LAW OFFICES OF RONALD A. MARRON, APLC
651 Arroyo Drive, San Diego CA 92103
(619) 651-9006

DEFENDANTS

NATROL PRODUCTS, INC.,

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

'13CV3129 H DHB

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

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

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

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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 checked="" 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 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<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 (1395ff) <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 TAX SUITS <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 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 <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	CIVIL RIGHTS <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	PRISONER PETITIONS 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			

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. Section 1332(d)(2)(A), 28 U.S.C. Section 1367

Brief description of cause:

consumer action for false, deceptive and unlawful advertising

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

12/20/2013

SIGNATURE OF ATTORNEY OF RECORD

/s/ Ronald A. Marron

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____