

1 **LAW OFFICE OF YOUNG W. RYU**
Young W. Ryu, Esq. (SBN 266372)
2 9595 Wilshire Blvd, Suite 900
Beverly Hills, California 90212
3 Telephone: (888) 365 – 8686
Facsimile: (800) 576 – 1170
4 young.ryu@youngryulaw.com

5 **LAW OFFICES OF GERALD S. OHN, APC**
Gerald S. Ohn, Esq. (SBN 217382)
6 1875 Century Park East, Suite 700
7 Los Angeles, CA 90067
Telephone: (310) 407-8655
8 Facsimile: (310) 694-3049
gerald@ohnlaw.com
9

10 Attorneys for Plaintiffs
11

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**

14 WANKYU CHOI and JAE K. LEE, on behalf
15 of themselves and all others similarly
situated,

16 Plaintiffs,

17 v.

18 MARIO BADESCU SKIN CARE, INC.;
19 MARIO BADESCU SKIN CARE INC.;
20 DOES 1 through 25, inclusive,

21 Defendants.
22
23
24
25
26
27
28

Case No. BC501173

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Violations Of Consumers Legal Remedies Act, Civil Code § 1750 et seq.;
2. Fraudulent Concealment;
3. False Advertising In Violation of Bus. & Prof. Code § 17500 et seq.;
4. Unfair Business Practices In Violation of Bus. & Prof. Code § 17200 et seq.;
5. Breach Of Express Warranties;
6. Breach Of Implied Warranties;
7. Violations Of Magnuson Moss Warranty Act, 15 U.S.C. § 22301 et seq.

JURY TRIAL DEMANDED

Judge: Hon. William F. Highberger
Dept.: 307
Action Filed: February 15, 2013

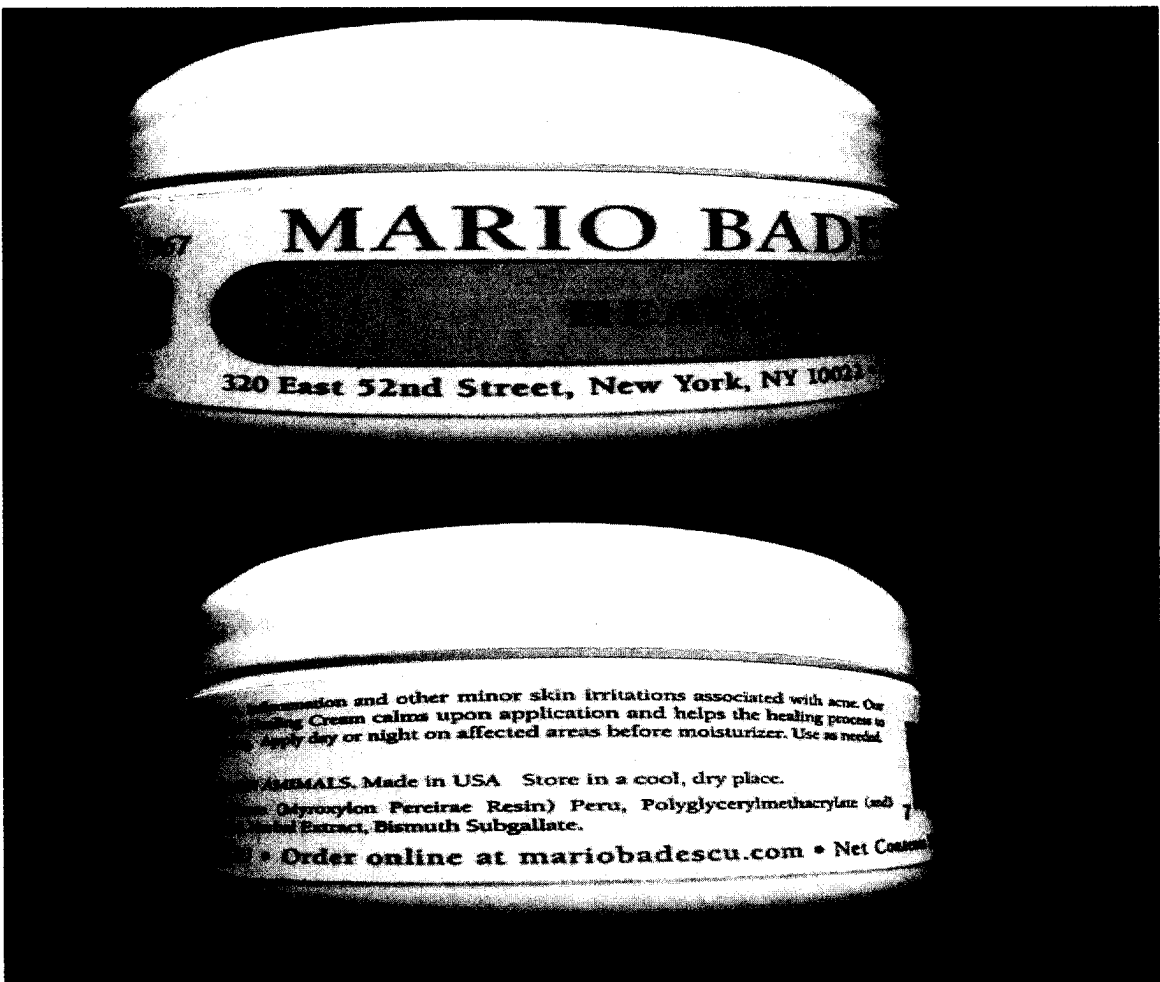
1 All allegations in this Second Amended Class Action Complaint (“Complaint”) against
2 defendants MARIO BADESCU SKIN CARE, INC.; MARIO BADESCU SKIN CARE INC.;
3 MORRIS CABASSO (DOE 1); JOSEPH CABASSO (DOE 2); and DOES 3 through 25
4 (collectively, “Defendants”) are based upon information and belief, except those allegations that
5 pertain to Plaintiffs, which are based on personal knowledge. Plaintiffs’ information and belief
6 are based upon, *inter alia*, Plaintiffs’ own investigation and the investigation conducted by
7 Plaintiffs’ attorneys. Each allegation in this Complaint either has evidentiary support or,
8 alternatively, is likely to have evidentiary support after a reasonable opportunity for further
9 investigation and/or discovery. Plaintiffs allege as follows:

10 **I. INTRODUCTION**

11 1. This is a class action brought on behalf of Nationwide consumers who, during
12 the time period permitted by applicable statutes of limitations, purchased MARIO BADESCU
13 Healing Cream (“Healing Cream”) whose label or labels featured the representation that the
14 product is for “SKIN ALLTYPES” and “[C]ontrol redness, inflammation and other minor skin
15 irritations associated with acne. Our soothing, oil-free Healing Cream calms upon application
16 and helps the healing process to minimize scarring. Apply day or night on affected areas before
17 moisturizer. Use as needed.” The Healing Cream label or labels featured the representation that
18 its “Ingredients” were “Balsam (Myroxylon Pereirae Resin) Peru, Polyglycerlmethacrylate
19 (and) Propylene Glycol, Herbal Extract, Bismuth Subgallate.” Defendants’ Internet website
20 featured the representation that the Healing Cream’s “INGREDIENTS” were Balsam Peru,
21 Polyglycerlmethacrylate (and) Propylene Glycol, Herbal Extract, Bismuth Subgallate.”
22 Critically, Defendants did not disclose that the Healing Cream contained **STEROIDS**.

23 2. These Healing Cream products are sold throughout the United States, including
24 California, in retail stores including, but not limited to, Nordstrom, ULTA, LA Peer Beauty and
25 Planet Beauty. This action seeks, among other things, equitable and injunctive relief; and
26 restitution of all amounts illegally obtained and retained by Defendants.
27
28

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



II. THE PARTIES

3. Plaintiff WANKYU CHOI is, and at all times alleged in this Class Action Complaint, was an individual and a resident of Orange County, California.

4. Plaintiff JAE K. LEE is, and at all times alleged in this Class Action Complaint, was an individual and a resident of Orange County, California. WANKYU CHOI and JAE K. LEE are hereafter collectively referred to as "Plaintiffs."

5. Defendant MARIO BADESCU SKIN CARE, INC., doing business under the trade name MARIO BADESCU SKIN CARE, is a New York corporation, with its principal place of business in New York, New York.

1 6. Defendant MARIO BADESCU SKIN CARE INC. is a New Jersey Corporation,
2 with its principle place of business in Edison, New Jersey.

3 7. Defendant Morris Cabasso (Doe 1) is an individual who resides in New York.
4 Defendant Morris Cabasso is, and at all times mentioned in this Class Action Complaint, was
5 the President and/or Chief Executive Officer of defendants MARIO BADESCU SKIN CARE,
6 INC. and MARIO BADESCU SKIN CARE INC. On information and belief, defendant Morris
7 Cabasso participated in, authorized, directed, knowingly consented to or approved the wrongful
8 and unlawful acts of defendants MARIO BADESCU SKIN CARE, INC. and MARIO
9 BADESCU SKIN CARE INC. alleged in this Class Action Complaint. In this regard,
10 defendant Morris Cabasso knew or should have known the conduct of defendants MARIO
11 BADESCU SKIN CARE, INC. and MARIO BADESCU SKIN CARE INC. alleged in this
12 Class Action Complaint was wrongful and unlawful.

13 8. Defendant Joseph Cabasso (Doe 2) is an individual who resides in New York.
14 Defendant Joseph Cabasso is, and at all times mentioned in this Class Action Complaint, was a
15 Vice-President and an officer of defendant MARIO BADESCU SKIN CARE, INC. On
16 information and belief, defendant Joseph Cabasso participated in, authorized, directed,
17 knowingly consented to or approved the wrongful and unlawful acts of defendants MARIO
18 BADESCU SKIN CARE, INC. and MARIO BADESCU SKIN CARE INC. alleged in this
19 Class Action Complaint. In this regard, defendant Joseph Cabasso knew or should have known
20 the conduct of defendants MARIO BADESCU SKIN CARE, INC. and MARIO BADESCU
21 SKIN CARE INC. alleged in this Class Action Complaint was wrongful and unlawful.

22 9. The true names and capacities of defendants Does 3 through 25 are unknown to
23 Plaintiffs who therefore sues these defendants by such fictitious names. Plaintiffs are informed
24 and believe, and thereon allege, that each of defendants Does 3 through 25 is responsible in
25 some manner for the events herein described and the injuries suffered by Plaintiffs and members
26 of the Class including, without limitation, selling the Healing Cream products to the public.
27 Plaintiffs will amend this Complaint to allege the identities of such Doe defendants when the
28 same have been ascertained. Plaintiffs are further informed and believe, and thereupon allege,

1 that each of the Defendants named herein, including Does 3 through 25, were the agent, servant,
2 employee, and/or alter ego of the other Defendants and that, in doing the things alleged herein,
3 were acting within the scope of their actual or apparent authority.

4 10. At all times relevant to the matters alleged in this Complaint, Defendants have
5 made misrepresentations and/or omissions regarding the effectiveness of their Healing Cream
6 products.

7 **III. JURISDICTION AND VENUE**

8 11. Each of the defendants has sufficient contacts with California or otherwise
9 purposefully avails himself of benefits from California so as to render the exercise of
10 jurisdiction over each by California Courts consistent with traditional notions of fair play and
11 substantial justice.

12 12. Venue is proper in this Court as substantial portion of the acts and transactions
13 that constitute violations of law complained of herein occurred in Los Angeles and Defendants
14 conduct substantial business throughout Los Angeles County.

15 **IV. GENERAL ALLEGATIONS**

16 13. Defendants marketed and sold, and continues to market and sell, its Healing
17 Cream products nationwide, and has transacted, and continues to transact, business nationwide
18 through the dissemination of advertisements for, and sale of, its Healing Cream products.

19 14. Defendants, and each of them, are responsible for the acts and omissions of the
20 others and are parties acting in active concert and participation with each other. These parties
21 have acted, and continue to act, in concert with each other, and have aided and abetted each
22 other, cooperated with each other in the planning of, participation in, and facilitation of, the
23 selling, marketing, promoting, and distributing Healing Cream products.

24 15. At all times relevant to the matters alleged in this Complaint, Defendants have
25 made, and continue to make, misrepresentations and/or omissions regarding its Healing Cream
26 products. Specifically, Defendants represent, through marketing, celebrity advertising,
27 packaging, labeling, and other forms of marketing, advertising, and promotions, including on
28

1 the Internet, that the Healing Cream products prevents acne scars with sulfur based cream that
2 speeds up the healing process of red, irritated, acne erupted skin immediately on acne prone
3 areas. At all times relevant, Defendants have failed to disclose that its Healing Cream products
4 contain levels of Hydrocortisone and Triamcinolone Acetonide, which are steroid substances
5 with serious side effects.

6 16. Cortisol, known more formally as hydrocortisone, is a topical **corticosteroid** ,
7 more specifically a glucocorticoid, produced by the zona fasciculata of the adrenal gland. Its
8 primary functions are to increase blood sugar through gluconeogenesis; suppress the immune
9 system; and aid in fat, protein and carbohydrate metabolism.

10 17. Triamcinolone is a synthetic **corticosteroid** used to treat various skin conditions.
11 Corticosteroids are a class of chemicals that includes steroid hormones naturally produced in the
12 adrenal cortex of vertebrates and analogues of these hormones that are synthesized in
13 laboratories. Triamcinolone Acetonide cream, which is a **DOCTOR'S PRESCRIPTION**
14 **ONLY** medicated cream, is primarily used to help those suffering from allergy caused skin
15 related health issues including itching, swelling, and redness. ¹

16 ///
17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///

27 _____
28 ¹ <http://www.drugs.com/pro/triamcinolone.html>.

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

Rx Only

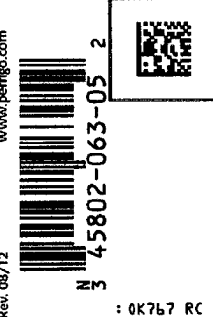
NDC 45802-063-05

Triamcinolone Acetonide Cream USP, 0.025%

Peel Here **NET WT 1 LB (454 g)** **Perrigo®**

Each gram contains 0.25 mg triamcinolone acetonide in a washable cream base of cetyl alcohol, cetyl esters wax, glycerin, glyceryl monostearate, isopropyl palmitate, polysorbate-60, propylene glycol, purified water, sorbic acid, and sorbitan monostearate.
USUAL DOSAGE: Apply 2 to 4 times a day; see insert.
**FOR EXTERNAL USE ONLY
NOT FOR OPHTHALMIC USE**
KEEP OUT OF REACH OF CHILDREN
Store at 20-25°C (68-77°F) [see USP Controlled Room Temperature].
For lot number and expiration date, see label or bottom of container.
Distributed By Perrigo
Allegan, MI 49010
www.perrigo.com
Rev. 08/12

3 45802-063-05 2



: 0K767 RC F3

Rx Only

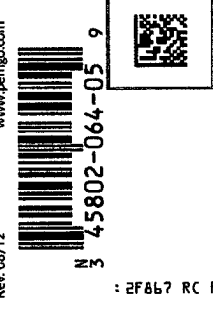
NDC 45802-064-05

Triamcinolone Acetonide Cream USP, 0.1%

Peel Here **NET WT 1 LB (454 g)** **Perrigo®**

Each gram contains 1 mg triamcinolone acetonide in a washable cream base of cetyl alcohol, cetyl esters wax, glycerin, glyceryl monostearate, isopropyl palmitate, polysorbate-60, propylene glycol, purified water, sorbic acid, and sorbitan monostearate.
USUAL DOSAGE: Apply 2 to 4 times a day; see insert.
**FOR EXTERNAL USE ONLY
NOT FOR OPHTHALMIC USE**
KEEP OUT OF REACH OF CHILDREN
Store at 20-25°C (68-77°F) [see USP Controlled Room Temperature].
For lot number and expiration date, see label or bottom of container.
Distributed By Perrigo
Allegan, MI 49010
www.perrigo.com
Rev. 08/12

3 45802-064-05 9



: 2F867 RC F3

18. The adverse side effects of using the corticosteroids include, but are not limited to, burning, itching, irritation, dryness, folliculitis, hypertrichosis, acneiform eruptions, hypopigmentation, perioral dermatitis, allergic contact dermatitis, maceration of the skin, secondary infection, skin atrophy, striae, and miliaria. The potential for the skin atrophy exists whenever topical corticosteroids are used, even with low potency preparations. Skin atrophy, along with other undesirable side effects such as telangiectasia and striae, can appear within 2 to 3 days of starting daily application of the corticosteroids.

19. At all relevant times, Defendants knew, or reasonably should have known, that its Healing Cream products contained Hydrocortisone and Triamcinolone Acetonide, and Defendants purposely failed to disclose this material fact to their customers. Defendants' Internet website boasts that "For over 40 years...[Defendants] continue to offer spa and skin care services not just to celebrities, but to individuals across the world who appreciate the importance of quality skin care. Our proven line of products helps thousands each day fight

1 acne, treat rosacea, control teen acne, and help with their aging skin. From cleansers, astringents
2 and moisturizers to exfoliants and eye creams.”² Defendants’ website provides that, “Our
3 botanically-based skin care line remains as Mario crafted it so many years ago, expertly
4 designed to keep your skin luscious and beautiful. We pride ourselves in still offering the same
5 personal, customized skin care treatments that were Mario’s patent offerings.”³ Defendants’
6 website provides that, “Our products are made with natural botanical and plant extracts which
7 contain minimal preservatives. Since our products are made with the freshest ingredients, the
8 general shelf life is 6-8 months for most products while our astringents/toners usually last up to
9 one year.” Despite the fact that Defendants knew, or should have known, that their Healing
10 Cream product contained Hydrocortisone and Triamcinolone Acetonide, Defendants, at all
11 relevant times, labeled, marketed, advertised, and promoted their Healing Cream product,
12 including on the Internet, as being effective for red, irritated or erupted areas on the face, and
13 for very sensitive skin, but did not disclose that it contained steroids.⁴

14 20. Defendant’s business practices of advertising and marketing of its Healing
15 Cream, especially its failure to disclose the presence of steroid ingredients such as
16 Hydrocortisone and Triamcinolone Acetonide on the containers / labels of its Healing Cream
17 product is unfair, fraudulent, and constitute "unfair, deceptive, untrue or misleading advertising"
18 under *Business and Professions Code* §§ 17500 and 17200, *et seq.*

19 21. Prior to their purchases of Defendants’ Healing Cream, Plaintiffs saw and read
20 the subject containers, labels and advertisements of the Healing Cream that, *inter alia*, failed to
21 disclose the presence of the steroid ingredients Hydrocortisone and Triamcinolone Acetonide.

22 22. Plaintiffs and reasonable consumers must and do rely on companies such as
23 Defendants to honestly state the nature of a product’s qualities and ingredients, and companies
24 such as Defendants intend and know that consumers rely upon statements made on packaging,
25 labels, advertisement and on the company’s website in making their purchasing decisions. Such

26
27 ² <http://www.mariobadescu.com/skin-care>.

28 ³ <http://www.mariobadescu.com/About-Us>.

⁴ <http://www.mariobadescu.com/healing-cream>.

1 reliance by consumers is reasonable because companies are prohibited from making false or
2 misleading statements on their products' labels by law.

3 23. Defendants' purposeful representations regarding the subject Healing Cream
4 products are misleading and/or fail to disclose material facts. Defendants knew or should have
5 known and/or were reckless in representing that their Healing Cream product: (i) "speeds up
6 the healing process of red, irritated, acne erupted skin.", (ii) "Apply on red, irritated or erupted
7 areas on the face", and/or (iii) "May be used alone on very sensitive skin" when, in fact, it may
8 cause serious skin problems stemming from the non-disclosed steroids. Defendants knew or
9 should have known that its representations of standards, qualities, characteristics, grade,
10 affirmations of fact, and promises regarding the subject Healing Cream products were likely to
11 deceive consumers into believing they were purchasing a product that had safety and warranty
12 that it did not possess.

13 24. MARIO BADESCU Healing Cream products, labeled, marketed, promoted,
14 advertised, etc., as safe for application violates the following laws, among others:

- 15 • California common law, including with respect to fraudulent concealment;
- 16 • Concealment under California Civil Code section 1710(3);
- 17 • The California Consumer Legal Remedies Act (Cal. Civil Code § 1750, et seq.);
- 18 • The California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.);
- 19 • The California False Advertising Law (Cal. Bus. & Prof. Code § 17500 et seq.).

20 25. On or about November 15, 2012, Plaintiff WANKYU CHOI purchased
21 MARIO BADESCU Healing Cream at a retail store in Los Angeles, California. On or about
22 June 6, 2012, while in Southern California, Plaintiff JAE K. LEE purchased MARIO
23 BADESCU Healing Cream on the Internet through Defendants' website at
24 www.mariobadescu.com. Defendants then sent the Healing Cream to Plaintiff via mail or a
25 private or commercial interstate carrier. Prior to their purchases, Plaintiffs saw and read the
26 subject containers, labels and advertisements of Defendants' Healing Cream that failed to
27 disclose the presence of the steroid ingredients Hydrocortisone and Triamcinolone Acetonide.
28 At or before the time of their purchases, Plaintiffs did not know that Defendants' Healing

1 Cream product contained steroids. Had Plaintiffs known the truth, namely, that Defendants'
2 Healing Cream product contained Hydrocortisone and Triamcinolone Acetonide, Plaintiffs
3 would not have purchased the MARIO BADESCU Healing Cream products. As a
4 consequence, Plaintiffs have suffered injury in fact and lost money.

5 26. As a consequence of Defendants' unfair, unlawful and deceptive practices as
6 alleged in this Class Action Complaint, Plaintiffs and members of the Class have purchased
7 Defendants' Healing Cream products under the false impression that products did not contain
8 the steroids Hydrocortisone and Triamcinolone Acetonide. Plaintiffs and each consumer has
9 been exposed to the same material misrepresentations, misleading representations, and/or
10 omissions which are displayed on the product label and packaging for the Healing Cream
11 product line, prior to purchasing the product.

12 27. As a result of Defendants' representations and/or omissions regarding its
13 Healing Cream product, Plaintiffs and members of the Class overpaid for the product because
14 the value of the product was diminished at the time it was sold to consumers. Had Plaintiffs
15 and members of the Class been made aware that the product contained the Hydrocortisone and
16 Triamcinolone Acetonide, they would not have purchased the product, would have paid less for
17 it, or would have purchased another competing product. For the reasons alleged in this Class
18 Action Complaint, Defendants' Healing Cream product was worth less than what Plaintiffs and
19 members of the class paid for it. Plaintiffs and members of the Class purchased the Healing
20 Cream product instead of competing products based on the false statements, misrepresentations
21 and omissions described herein. Thus, Plaintiffs and class members did not receive what they
22 paid for, and Plaintiff and the Class members have suffered an injury in fact as a result of
23 Defendants' mislabeling, misrepresentations and/or omissions.

24 28. Plaintiffs caused the Healing Cream products they purchased to be tested by an
25 independent third party laboratory, which revealed the presence of Hydrocortisone in an
26 amount of 2610 ug/g, and Triamcinolone Acetonide in an amount of 1899 ug/g.

27 **V. CLASS ACTION ALLEGATIONS**

28 29. Plaintiffs bring this suit as a class action on behalf of themselves and all others

1 similarly situated pursuant to California Civil Procedure Code section 382, California Business
2 & Professions Code section 17203 and California Civil Code section 1781.

3 30. Plaintiffs bring this action on behalf of a Nationwide Class and a California
4 Sub-Class (collectively, the "Class") consisting of:

5 Nationwide Class:

6 All persons residing in the United States who purchased MARIO BADESCU Healing
7 Cream during the time period permitted under applicable statutes of limitations.

8 California Sub-Class:

9 All persons residing in the State of California who purchased MARIO BADESCU
10 Healing Cream during the time period permitted under applicable statutes of limitations.

11 Excluded from the Class are (1) the Defendants, the Defendants' employees, officers,
12 directors, principals, legal representatives, successors, assigns, subsidiaries, affiliates, officers,
13 or directors; (2) any entity which any defendant has a controlling interest in; (3) anyone who
14 purchased any MARIO BADESCU Healing Cream product for the purpose of resale; (4) the
15 Judge(s) to whom this action is assigned and any members of the immediate families of
16 individuals in the excluded categories.

17 31. A class action is the appropriate vehicle for this litigation. It is impracticable to
18 bring all members of the Class before the Court. Indeed, the persons in the Class are so
19 numerous that joinder of all such persons is impracticable and the disposition of their claims in
20 a Class Action rather than in individual actions will benefit the parties and the Courts. Indeed,
21 the Class is comprised of thousands of consumers throughout the United States.

22 32. There is a well-defined commonality and community of interest in the questions
23 of law and fact involving and affecting all members in the Class. Common questions of law
24 and fact exist as to all members of the Class. These questions of law or fact common to the
25 Class are substantially similar and predominate over the questions affecting only individual
26 Class members. These common legal and factual questions include, but are not limited to, the
27 following:

28

- 1 a. Whether Defendants' labeling / packaging of MARIO BADESCU Healing
- 2 Cream product is untrue, is misleading, or is reasonably likely to deceive.
- 3 b. Whether Defendants' statements and representations of the standards, qualities,
- 4 characteristics, grade, affirmations of fact, and promises regarding the MARIO
- 5 BADESCU Healing Cream product, as alleged in this Class Action Complaint,
- 6 are unlawful.
- 7 c. Whether Defendants' conduct is an unlawful, deceptive, and/or unfair act or
- 8 practice within the meaning of California Business & Professions Code §17200,
- 9 et seq.
- 10 d. Whether Defendants' advertising, marketing, promotions, and labeling is untrue
- 11 and/or misleading within the meaning of California Business & Professions
- 12 Code §17500, et seq.
- 13 e. Whether Defendants engaged in deceptive or unfair acts and practices in
- 14 violation of the California Civil Code §1750, et seq.
- 15 f. Whether Defendants' conduct constitutes common law fraudulent concealment.
- 16 g. Whether Defendants' conduct constitutes concealment within meaning of
- 17 California Civil Code §1710(3).
- 18 h. Whether Defendants breached express warranties.
- 19 i. Whether Defendants breached implied warranties.
- 20 j. Whether Defendants' conduct constituted violations of the 15 U.S.C. § 22301 et
- 21 seq.
- 22 k. Whether Defendants, through their conduct alleged in this Complaint, received
- 23 money that, in equity and good conscience, belongs to members of the proposed
- 24 Class.
- 25 l. Whether Plaintiff and the other members of the Class are entitled to equitable
- 26 relief, including but not limited to restitution and / or disgorgement of profits.
- 27 m. The appropriate measure of damages and / or restitution.
- 28 n. Whether Plaintiff and members of the Class are entitled to injunctive relief, and

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

if so, the appropriate injunctive relief.

33. Plaintiffs' claims are typical of the claims of the members of the Class because Plaintiffs and each member of the Class purchased Defendants' MARIO BADESCU Healing Cream product within the applicable statutory period prior to the filing of this action to present.

34. Plaintiffs have no interests antagonistic to the Class and Defendants have no defenses unique to Plaintiffs. Plaintiffs are committed to the vigorous prosecution of this action and have retained competent counsel experienced in class action litigation. Accordingly, the representative Plaintiffs will fairly and adequately protect the interests of the Class.

35. Defendants have acted or refused to act on grounds generally applicable to the Class, making declaratory or injunctive relief appropriate.

36. A class action is superior to other available means for the fair and efficient adjudication of this dispute as joinder of all Class members is impracticable. Indeed, the losses to Plaintiffs and each individual Class member are relatively small. Obtaining private counsel for individual Class members is economically unfeasible and impracticable. The burdens that could be imposed on the judicial system through prosecution of individual actions by each Class member vastly outweighs any burdens that would be imposed by this Class Action. The prosecution of thousands of individual actions individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual Class members, which would establish incompatible standards of conduct for Defendants and would lead to repetitious trials of numerous questions of fact and law. Moreover, given the relatively small cost of the products at issue and the burden and expense attendant to litigating the claims at issue in this litigation, in the absence of a Class litigation, it would be virtually impossible for individual Class members to get redress. By contrast, the proposed Class Action would be manageable and provide the benefits of single adjudication and comprehensive supervision by this Court.

37. Proper and sufficient notice of this action may be provided to the Class members through notice published in the nationwide publications, and/or through retail stores, Defendants' web sites, and the national media.

38. Plaintiffs and the members of the Class have suffered harm as a result of

1 Defendants' wrongful conduct as alleged herein. Absent a Class Action, Plaintiffs and the
2 members of the Class will continue to suffer losses, thereby allowing these violations of law to
3 proceed without remedy, and allowing Defendants to retain the proceeds of their unjust profits.

4 **FIRST CAUSE OF ACTION**

5 **Violations Of Consumers Legal Remedies Act, California Civil Code § 1750 et seq.**

6 **(By Plaintiffs and the Members of the Class Against All Defendants)**

7 39. Plaintiffs hereby incorporate the above allegations by reference as if set forth
8 fully herein.

9 40. This cause of action is brought pursuant to the California Consumers Legal
10 Remedies Act, California Civil Code § 1750, et seq. (the "CLRA").

11 41. Plaintiffs and the class are consumers as defined by California Civil Code §
12 1761(d).

13 42. Defendants' Healing Cream products are "goods" as defined by California Civil
14 Code § 1761(a).

15 43. Defendants' conduct as alleged herein constitute a "transaction" within the
16 meaning of Civil Code § 1761(e).

17 44. The CLRA applies to Defendants' actions and conduct described herein because
18 it extends to transactions that are intended to result, or which have resulted, in the sale of goods
19 to consumers for personal, family or household use.

20 45. The CLRA, as set forth in Civil Code § 1760, "shall be liberally construed and
21 applied to promote its underlying purposes, which are to protect consumers against unfair and
22 deceptive business practices and to provide efficient and economical procedures to secure such
23 protection." To this end, the CLRA sets forth a list of unfair methods of competition and unfair
24 or deceptive acts and practices in Civil Code §1770 that are unlawful.

25 46. In connection with the sale of the Healing Cream, Defendants violated the
26 CLRA, which prohibits the following "in a transaction intended to result or which results in the
27 sale" of goods:
28

- 1 a. "Misrepresenting the source, sponsorship, approval or certification of goods
2 or services" (Civil Code § 1770(a)(2));
- 3 b. "Representing that goods or services have sponsorship, approval,
4 characteristics, ingredients, uses, benefits, or quantities which they do not
5 have" (Civil Code § 1770(a)(5));
- 6 c. Representing that goods or services are of a particular standard, quality, or
7 grade, or that good are of a particular style or model, if they are of another"
8 (Civil Code § 1770(a)(7));
- 9 d. Advertising goods or services with intent not to sell them as advertised (Civ.
10 Code § 1770(a)(9)); and
- 11 e. "Representing that the subject of a transaction has been supplied in
12 accordance with a previous representation when it has not" (Cal. Civ. Code §
13 1770(a)(16).

14 47. Plaintiffs and the members of the Class have suffered harm and damages as a
15 result of the use or employment by Defendants of methods, acts or practices declared unlawful
16 by California Civil Code section 1770.

17 48. Plaintiffs have complied with Civil Code § 1782(a). Plaintiffs seek actual
18 damages on behalf of themselves and all Class Members pursuant to Civil Code § 1780(a)(1).
19 Plaintiffs seek punitive damages on behalf of themselves and all Class Members pursuant to
20 Civil Code § 1780(a)(4).

21 49. Plaintiffs seek an order enjoining Defendants from continuing to employ the
22 unlawful methods, acts and practices alleged above in whatever context it occurs, pursuant to
23 Civil Code § 1780(a)(2).

24 50. Plaintiffs also seek restitution to Plaintiffs and all Class Members of any and all
25 property in the form of money, which may have been acquired by means of any unlawful
26 methods, act or practices by Defendants as alleged above pursuant to Civil Code § 1780(a)(3).

27 51. Plaintiffs seek reasonable attorney's fees pursuant to Civil Code § 1780(e).

28

1 **SECOND CAUSE OF ACTION**

2 **Fraudulent Concealment**

3 **(By Plaintiffs and the Members of the Class Against All Defendants)**

4 52. Plaintiffs incorporate by reference each allegation contained in preceding
5 paragraphs as though fully set forth herein.

6 53. California Civil Code section 1710(3) provides in pertinent part that fraudulent
7 deceit includes "The suppression of a fact, by one who is bound to disclose it, or who gives
8 information of other facts which are likely to mislead for want of communication of that fact."

9 54. During all times relevant to this litigation, Defendants have broadly disseminated
10 by way of its Healing Cream labels and advertisements, including on the Internet and through
11 celebrities, the representations herein alleged which were received by the public nationwide,
12 including Plaintiffs and the Class members. However, Defendants concealed or suppressed the
13 material facts that their Healing Cream product contained steroids such as Hydrocortisone and
14 Triamcinolone Acetonide.

15 55. Defendants had a duty to disclose these material facts to Plaintiffs and the Class.

16 56. Indeed, Defendants put Plaintiffs and the Class members who purchased the
17 Healing Cream at risk of the harmful side effects stemming from these steroids by misleading
18 them.

19 57. Defendants intentionally concealed or suppressed these material facts with the
20 intent to defraud Plaintiffs and the Class. Indeed, Defendants suppressed these material facts
21 from Plaintiffs and the Class members with the intent to reap the financial windfall from the
22 sale of Defendants' Healing Cream product.

23 58. Plaintiffs and the Class members reasonably relied on Defendants' deception.
24 Indeed, Plaintiffs and the Class members were unaware of these concealed or suppressed
25 material facts and would not have acted as they did if they had known of the concealed or
26 suppressed material facts.

27 59. As a proximate result of Defendants' concealment or suppression of material
28 facts, Plaintiffs and each Class member purchased Defendants' Healing Cream product and

1 have been harmed in an amount to be proven at trial.

2 60. Plaintiffs and each Class member are entitled to punitive damages since
3 Defendants willfully and fraudulently acted with malice, oppression, and/or in conscious
4 disregard for Plaintiffs and the Class members' legal rights.

5 61. Plaintiffs are entitled to an award of attorneys' fees and costs in prosecuting this
6 action against Defendants under California Civil Procedure Code section 1021.5 and other
7 applicable law in part because:

- 8 a. a successful outcome in this action will result in the enforcement of
9 important rights affecting the public interest by maintaining the integrity of
10 representations made concerning Defendants' Healing Cream product;
- 11 b. this action will result in a significant benefit to consumers or a large class of
12 persons by bringing to a halt unlawful, unfair, deceptive, and misleading
13 activity and by causing the return of ill-gotten gains obtained by Defendants;
- 14 c. unless this action is prosecuted, members of a large class of persons will not
15 recover those monies, and many consumers would not be aware that they
16 were victimized by Defendants' wrongful acts and practices;
- 17 d. unless this action is prosecuted, Defendants will continue to mislead
18 consumers about the true nature of its Healing Cream product; and
- 19 e. an award of attorneys' fees and costs is necessary for the prosecution of this
20 action and will result in a benefit to each member of the Class, and
21 consumers in general.

22 **THIRD CAUSE OF ACTION**

23 **False Advertising In Violation Of California Business & Professions Code § 17500 et seq.**

24 **(By Plaintiffs and the Members of the Class Against All Defendants)**

25 62. Plaintiffs hereby incorporate the above allegations by reference as if set forth
26 fully herein.

27 63. Defendants' conduct, misrepresentations, acts and non-disclosures of the
28 material facts alleged in this Complaint constitute false and misleading advertising and

1 therefore constitute a violation of Cal. Business & Professions Code § 17500 et seq. Among
2 other things, Defendants knew, but failed to disclose that the Ingredients contained in the
3 Healing Cream included the steroids Hydrocortisone and Triamcinolone Acetonide.

4 64. Thus, at all times relevant, Defendants, with the intent to directly or indirectly
5 induce the public to purchase the Healing Cream, made or disseminated or caused to be made
6 or disseminated before the public in this state and other states Nationwide through the Healing
7 Cream labels and advertisements, including on the Internet and through celebrities, statements
8 concerning the Healing Cream, which were untrue or misleading, and which is known, or
9 which by the exercise of reasonable care should be known to be untrue or misleading. Thus, at
10 all relevant times, Defendants so made or disseminated or caused to be so made or
11 disseminated such statements as part of a plan or scheme with the intent not to sell the Healing
12 Cream as so advertised.

13 65. Plaintiffs and the members of the Class have suffered injury in fact and have lost
14 money as a result of Defendants' false advertising. Plaintiffs and members of the Class have
15 been injured because, *inter alia*, had they been made aware that the subject product contained
16 steroids such as Hydrocortisone and Triamcinolone Acetonide, they would not have purchased
17 the product, would have paid less for it, or purchased another similar product. Plaintiffs and
18 members of the Class have been injured because they overpaid for Defendants' Healing Cream
19 product, since the product contained undisclosed Hydrocortisone and Triamcinolone
20 Acetonide, and thus value of the product was diminished at the time of sale.

21 66. Defendants have been unjustly enriched as a result of their conduct.
22 Accordingly, Plaintiffs and the Class seek, *inter alia*, an Order restoring to Plaintiffs and all
23 Class Members any and all money, which may have been acquired by means of any act or
24 practice by Defendants in violation of Business & Professions Code section 17500.

25 67. Defendants' false advertising presents a continuing threat to consumers in
26 California and Nationwide who have suffered and continue to suffer monetary loss as a result
27 of Defendants' violations of Business & Professions Code section 17500.

28 68. Unless restrained and enjoined by this Court, Defendants are likely to continue

1 to engage in the conduct alleged in this Class Action Complaint and continue to harm
2 consumers and reap unjust enrichment. Accordingly, Plaintiffs and the Class seek, *inter alia*,
3 injunctive relief.

4 69. Plaintiffs also seek attorney's fees and costs pursuant to, *inter alia*, California
5 Civil Code § 1021.5.

6 **FOURTH CAUSE OF ACTION**

7 **Violations Of California Business & Professions Code § 17200 et seq.**

8 **(By Plaintiffs and the Members of the Class Against All Defendants)**

9 70. Plaintiffs hereby incorporate the above allegations by reference as if set forth
10 fully herein.

11 71. The Unfair Competition Law, Business & Professions Code § 17200, et seq.
12 ("UCL"), prohibits any "unlawful," "fraudulent" or "unfair" business act or practice and any
13 unfair, deceptive, untrue or misleading advertising and any act prohibited by Business &
14 Professions Code § 17500.

15 72. Defendants have committed one or more acts of unfair competition within the
16 meaning of California Business & Professions Code § 17200, et seq. Defendants' conduct
17 alleged in this Class Action Complaint constitutes unlawful, fraudulent and unfair business acts
18 or practices; unfair, deceptive, untrue and misleading advertising; and violates Business &
19 Professions Code § 17500.

20 73. Each Plaintiff is a "person" within the meaning of Business & Professions Code
21 § 17204 as defined by Business & Professions Code § 17201 and therefore, they have standing
22 to sue for any violation of Business & Professions Code § 17200 et seq. on behalf of
23 themselves and on behalf of the general public pursuant to Business & Professions Code §
24 17204.

25 74. Defendants have engaged in unlawful, unfair, and fraudulent business practices
26 and false advertising by selling its Healing Cream product without disclosing that the product
27 contained the steroids Hydrocortisone and Triamcinolone Acetonide, and by marketing the
28 product for consumption when it contained steroids that may cause serious side effects.

1 75. In the course of conducting business, Defendants committed unlawful business
2 practices by, *inter alia*, making the representations and omissions of material facts, as alleged
3 in this Class Action Complaint. Indeed, the labeling, advertising and marketing of the Healing
4 Cream products violate the following laws, among others:

- 5 • California common law, including with respect to fraudulent concealment;
- 6 • Concealment under California Civil Code section 1710(3);
- 7 • The California False Advertising Law (Cal. Bus. & Prof. Code § 17500 et seq.);
- 8 • The California Consumer Legal Remedies Act (Cal. Civil Code § 1750, et seq.);

9 76. Defendants' business practices, as alleged in this Class Action Complaint, are
10 "unfair" because they offend established public policy and/or are immoral, unethical,
11 oppressive, unscrupulous and/or substantially injurious to consumers as alleged in this Class
12 Action Complaint. Among other things, consumers are led to believe that the MARIO
13 BADESCU Healing Cream products do not contain steroids such as Hydrocortisone and
14 Triamcinolone Acetonide. Defendants' acts and omissions violate and offend California public
15 policy against engaging in false, deceptive, and misleading advertising, marketing, labeling,
16 unfair competition and deceptive conduct towards consumers.

17 77. Defendants' conduct, as alleged in this Class Action Complaint, was and is
18 fraudulent and constituted unfair, deceptive, untrue or misleading advertising due to
19 Defendants' intentional omission and fraudulent concealment of the material fact that the
20 Healing Cream contained the steroids Hydrocortisone and Triamcinolone Acetonide.

21 78. Plaintiffs and the Class reserve the right to allege other violations of law which
22 constitute other unlawful business acts or practices. Such conduct is ongoing and continues.

23 79. There were reasonably available alternatives to further Defendants' legitimate
24 business interests, other than the conduct alleged in this Complaint.

25 80. Plaintiffs and the class have suffered injury in fact and lost money as a result of
26 Defendants' conduct. Plaintiffs and members of the Class have been injured because, *inter*
27 *alia*, had they been made aware that the subject product contained steroids such as
28 Hydrocortisone and/or Triamcinolone Acetonide, they would not have purchased the product,

1 would have paid less for it, or purchased another similar product. Plaintiffs and members of
2 the Class have been injured because they overpaid for Defendants' Healing Cream product,
3 since the product contained the undisclosed steroids Hydrocortisone and Triamcinolone
4 Acetonide, and thus value of the product was diminished at the time of sale.

5 81. Defendants have been unjustly enriched as a result of their conduct.
6 Accordingly, Plaintiffs and the Class seek, *inter alia*, an Order restoring to Plaintiffs and all
7 Class Members any and all money, which may have been acquired by means of any act or
8 practice by Defendants that constitutes unfair competition as defined pursuant to Business &
9 Professions Code section 17200.

10 82. Defendants' acts, omissions and practices of unfair competition present a
11 continuing threat to consumers in California and Nationwide who have suffered and continue
12 to suffer monetary loss as a result of Defendants' violations of Business & Professions Code
13 section 17500.

14 83. Unless restrained and enjoined by this Court, Defendants are likely to continue
15 to engage in the conduct alleged in this Class Action Complaint and continue to harm
16 consumers and reap unjust enrichment. Accordingly, Plaintiffs and the Class seek, *inter alia*,
17 injunctive relief.

18 84. Plaintiffs also seek attorney's fees and costs pursuant to, *inter alia*, California
19 Civil Code § 1021.5.

20 **FIFTH CAUSE OF ACTION**

21 **Breach Of Express Warranties**

22 **(By Plaintiffs and the Members of the Class Against All Defendants)**

23 85. Plaintiffs hereby incorporate the above allegations by reference as if set forth
24 fully herein.

25 86. California Commercial Code section 2313 provides that:

26 (1) Express warranties by the seller are created as follows:

27 (a) Any affirmation of fact or promise made by the seller to the buyer which relates to
28 the goods and becomes part of the basis of the bargain creates an express warranty that

1 the goods shall conform to the affirmation or promise.

2 (b) Any description of the goods which is made part of the basis of the bargain creates
3 an express warranty that the goods shall conform to the description.

4 (c) Any sample or model which is made part of the basis of the bargain creates an
5 express warranty that the whole of the goods shall conform to the sample or model.

6 (2) It is not necessary to the creation of an express warranty that the seller use formal
7 words such as "warrant" or "guarantee" or that he have a specific intention to make a
8 warranty, but an affirmation merely of the value of the goods or a statement purporting
9 to be merely the seller's opinion or commendation of the goods does not create a
10 warranty.

11 87. Defendants, through the labels, advertising, and marketing for its Healing
12 Cream product, made affirmations of fact and promises regarding said product, including
13 through statements or representations of the standards, qualities, nature, ingredients,
14 characteristics, and grade of said product as alleged in this Complaint.

15 88. Defendants' affirmations of fact and promises regarding the Healing Cream
16 product became part of the basis of the bargain between the Plaintiffs and members of the Class
17 on the one hand and Defendants on the other hand and thus created an express warranty that the
18 Healing Cream product would conform to Defendants' affirmations and promises.

19 89. Defendants' labels, advertising, and marketing for its Healing Cream product
20 contained descriptions of the product, including as to the standards, qualities, nature,
21 ingredients, characteristics, and grade of said product.

22 90. Defendants' descriptions of the Healing Cream product made it part of the basis
23 of the bargain between the Plaintiffs and members of the Class on the one hand and Defendants
24 on the other hand and thus created an express warranty that the Healing Cream product would
25 conform to Defendants' descriptions of the product.

26 91. Defendants breached the aforementioned express warranties. Indeed,
27 Defendants' Healing Cream product did not conform to Defendants' affirmations of fact,
28 promises and descriptions of said product because the Healing Cream product contained the

1 undisclosed steroids Hydrocortisone and Triamcinolone Acetonide. Defendants were aware
2 that the Healing Cream product contained the steroids Hydrocortisone and Triamcinolone
3 Acetonide and, at all relevant times, chose not to disclose these material facts.

4 92. Plaintiffs, and others, took reasonable steps to notify Defendants within a
5 reasonable time that the Healing Cream product was not as represented.

6 93. Plaintiffs and the other members of the Class have been damaged by
7 Defendants' breach of their express warranty obligations in an amount to be determined
8 according to proof. The remedies of Plaintiffs and the members of the Class for Defendants
9 breach of their express warranty obligations include, but are not necessarily limited to,
10 damages or rescission of the transactions between Plaintiffs and the other members of the Class
11 on the one hand and Defendants on the other hand.

12 **SIXTH CAUSE OF ACTION**

13 **Breach Of Implied Warranties**

14 **(By Plaintiffs and the Members of the Class Against All Defendants)**

15 94. Plaintiffs hereby incorporate the above allegations by reference as if set forth
16 fully herein.

17 95. California Commercial Code section 2314 provides in pertinent part that:

18 (1) . . . a warranty that the goods shall be merchantable is implied in a contract for their
19 sale if the seller is a merchant with respect to goods of that kind. . . .

20 (2) Goods to be merchantable must be at least such as

21 (a) Pass without objection in the trade under the contract description; and

22 (b) In the case of fungible goods, are of fair average quality within the description; and

23 (c) Are fit for the ordinary purposes for which such goods are used; and

24 (d) Run, within the variations permitted by the agreement, of even kind, quality and
25 quantity within each unit and among all units involved; and

26 (e) Are adequately contained, packaged, and labeled as the agreement may require; and

27 (f) Conform to the promises or affirmations of fact made on the container or label if
28 any.

1 96. Defendants were and are merchants with respect to the Healing Cream products,
2 which were sold to Plaintiffs and members of the Class.

3 97. Defendants, through the labels, packaging, advertising, and marketing for its
4 Healing Cream product, made affirmations of fact and promises regarding said product,
5 including through statements or representations of the standards, qualities, nature, ingredients,
6 characteristics, and grade of said product as alleged in this Complaint. Such promises and
7 affirmations of fact were made on the container and labels of the Healing Cream product.

8 98. As alleged in this Complaint, Defendants breached the aforementioned implied
9 warranties. Indeed, Defendants' Healing Cream product was not adequately contained,
10 packaged or labeled and did not conform to Defendants' promises or affirmations of fact made
11 on the container and labels of said product because the Healing Cream contained the
12 undisclosed steroids Hydrocortisone and Triamcinolone Acetonide. Defendants were aware
13 that the Healing Cream product contained the steroids Hydrocortisone and Triamcinolone
14 Acetonide and, at all relevant times, chose not to disclose these material facts.

15 99. Plaintiffs, and others, took reasonable steps to notify Defendants within a
16 reasonable time that the Healing Cream product was not as represented.

17 100. Plaintiffs and the other members of the Class have been damaged by
18 Defendants' breach of their implied warranty obligations in an amount to be determined
19 according to proof. The remedies of Plaintiffs and the members of the Class for Defendants
20 breach of their implied warranty obligations include, but are not necessarily limited to,
21 damages or rescission of the transactions between Plaintiffs and the other members of the Class
22 on the one hand and Defendants on the other hand.

23 **SEVENTH CAUSE OF ACTION**

24 **Violations Of Magnuson Moss Warranty Act, 15 U.S.C. § 2301 et seq.**

25 **(By Plaintiffs and the Members of the Class Against All Defendants)**

26 101. Plaintiffs hereby incorporate the above allegations by reference as if set forth
27 fully herein.

28 102. Pursuant to the Magnuson Moss Warranty Act ("MMWA"), 15 U.S.C. §§ 2301,

1 et seq., Plaintiffs and the Class assert this cause of action for Defendants' breaches of written
2 and implied warranties and for making deceptive warranties. 15 U.S.C. § 2301(6); 15 U.S.C. §
3 2301(7); 15 U.S.C. § 2310(c)(2).

4 103. The subject Healing Cream products are "consumer products" as that term is
5 defined by 15 U.S.C. §2301(1), as they constitute tangible personal property which is
6 distributed in commerce and which is normally used for personal, family or household
7 purposes.

8 104. Plaintiffs and members of the Class are "consumers" as defined by 15 U.S.C.
9 §2301(3), since they are buyers of subject products for purposes other than resale.

10 105. Defendants are an entity engaged in the business of making its products
11 available, either directly or indirectly, to consumers such as Plaintiffs and the Class. As such,
12 Defendants are a "supplier" as defined in 15 U.S.C. §2301(4).

13 106. Through their labels, packaging, containers, advertising, and marketing as to
14 Healing Cream product, Defendants made written affirmations of fact or written promises in
15 connection with the sale of the Healing Cream product relating to, *inter alia*, the nature and
16 quality of the material and ingredients in the subject product, as well as the overall quality of the
17 subject product. Defendants written affirmations, promises and undertakings became part of the
18 basis of the bargain between Defendants on the one hand and Plaintiffs and other members of
19 the Class on the other hand. As such, Defendants gave and offered written and implied
20 warranties to consumers as to the Healing Cream product. As a result, Defendants are a
21 "warrantor" within the meaning of 15 U.S.C. §2301(5).

22 107. Defendants breached their written warranties. Indeed, Defendants' Healing
23 Cream product did not conform to Defendants' written affirmations of fact or written promises
24 in connection with the sale of the Healing Cream because the Healing Cream product contained
25 the undisclosed steroids Hydrocortisone and Triamcinolone Acetonide.

26 108. Defendants' breached their implied warranties. Defendants' Healing Cream
27 product was not adequately contained, packaged or labeled and did not conform to Defendants'
28 promises or affirmations of fact made on the container and labels of said product because the

1 Healing Cream contained the undisclosed steroids Hydrocortisone and Triamcinolone
2 Acetonide.

3 109. Defendants made deceptive warranties in that their written warranties (i)
4 contained affirmations, promises, descriptions, or representations which were either false or
5 fraudulent, or which, in light of all of the circumstances, would mislead a reasonable individual
6 exercising due care; or (ii) failed to contain information which was necessary in light of all the
7 circumstances, to make the warranty not misleading to a reasonable individual exercising due
8 care. Indeed, Defendants' affirmations, promises, descriptions and representations as to the
9 Healing Cream product were false or fraudulent and would mislead a reasonable individual
10 exercising due care into believing that the Healing Cream did not contain the steroids
11 Hydrocortisone and Triamcinolone Acetonide. Although the Healing Cream actually contained
12 the steroids Hydrocortisone and Triamcinolone Acetonide, Defendants written warranties
13 utterly failed to include this information, which was necessary to make the warranty not
14 misleading to a reasonable individual exercising due care.

15 110. Plaintiffs and the Class have been damaged and injured by Defendants' failure
16 to comply with their obligations under their written and implied warranties for the Healing
17 Cream product, including by making deceptive warranties.

18 111. Defendants were provided notice and a reasonable opportunity to cure said
19 defects as to the subject products and remedy the harm to Plaintiffs and the Class, but failed to
20 do so.

21 112. Therefore, on this cause of action, Plaintiffs and the Class seeks "damages and
22 other legal and equitable relief" and "costs and expenses," including attorneys' fees as provided
23 in 15 U.S.C. §2310(d).

24 **PRAYER FOR RELIEF**

25 Plaintiffs pray for relief as follows:

26 A. An Order declaring this action to be a Class Action and certifying the
27 Class as alleged herein on all of Plaintiffs' causes of action;

28 B. For an Order enjoining Defendants from continuing to employ the unlawful

1 methods, acts and practices described herein;

2 C. For restitution to Plaintiffs and all Class Members of any and all property in the
3 form of money, which may have been acquired by means of any unlawful methods, act
4 or practices by Defendants as alleged herein;

5 D. Pursuant to California Business & Professions Code sections 17203 and 17535
6 and pursuant to the equitable powers of the Court, Plaintiffs pray that Defendants be
7 preliminarily and permanently enjoined from Defendants' acts in violation of Business
8 & Professions Code sections 17200 and 17500 as described herein;

9 E. Pursuant to California Business & Professions Code sections 17203 and 17535
10 and pursuant to the equitable powers of the Court, Plaintiffs pray that Defendants be
11 ordered to restore all funds paid by Plaintiffs and all Class members as a result or any
12 act or practice of Defendants declared by this Court to constitute a violation of Business
13 & Professions Code sections 17200 or 17500 as described herein;

14 F. For monetary damages in an amount to be determined at trial;

15 G. For punitive damages;

16 H. Plaintiffs and all Class Members seek reasonable attorneys' fees;

17 I. Pre-judgment and post-judgment interest;

18 J. Costs of this suit; and

19 K. Such other and further relief as the Court may deem necessary or appropriate.

20 **JURY DEMAND**

21 Plaintiffs demand a trial by jury on all issues so triable.

22 Dated: September 3, 2013

LAW OFFICE OF YOUNG W. RYU
LAW OFFICES OF GERALD S. OHN, APC

24
25 By: 

Gerald S. Ohn, Esq.

Young W. Ryu, Esq.

Attorneys for Plaintiffs WANKYU CHOI and
JAE K. LEE

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

PROOF OF SERVICE

I, Gerald S. Ohn, declare:

I am over the age of 18 years and not a party to this action. My business address is 1875 Century Park East, Suite 700, Los Angeles, CA 90067, which is located in the county where the mailing described below occurred.


I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. In the ordinary course of business, correspondence so collected is deposited with the United States Postal Service the same day.

On September 3, 2013, at my place of business, I placed the document entitled **SECOND AMENDED CLASS ACTION COMPLAINT** and a copy of this declaration for deposit in the United States Postal Service in a sealed envelope, with postage fully prepaid, for collection and mailing on that date following ordinary business practices. The envelope was addressed to:

EDWARDS WILDMAN PALMER LLP
Ronie M. Schmelz, Esq.
Erin Pfaff, Esq.
1901 Avenue of the Stars, Suite 1700
Los Angeles, California 90067

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: September 3, 2013



Gerald S. Ohn