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**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

RYAN VIGIL on Behalf of Himself and All Others  
Similarly Situated,

Plaintiff,

vs.

GENERAL NUTRITION CORPORATION, a  
Pennsylvania Corporation,

Defendant.

Case No.

**PLAINTIFF’S CLASS ACTION COMPLAINT  
FOR:**

1. VIOLATION OF THE UNFAIR COMPETITION LAW, Business and Professions Code §17200 *et seq.*;
2. VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT, Civil Code §1750, *et seq.*; and
3. BREACH OF EXPRESS WARRANTY.

**DEMAND FOR JURY TRIAL**

Plaintiff RYAN VIGIL brings this action on behalf of himself and all others similarly situated against Defendant GENERAL NUTRITION CORPORATION (“Defendant”), and states:

**NATURE OF ACTION**

1. This is a class action regarding Defendant’s false and misleading advertisement of its

1 health-supplement, Staminol, which it falsely represents will serve to increase male sexual performance  
2 and vitality and, additionally, will treat prostate and urinary flow issues. None of those claims regarding  
3 Staminol are true and none have been evaluated or tested by the FDA. To the contrary, each of  
4 Defendant's claims is flatly contradicted by scientific research and testing. Plaintiff, on behalf of the  
5 class of purchasers he represents, seeks redress on behalf of Staminol purchasers who were duped into  
6 purchasing Defendant's ineffective product.

7         2. Defendant distributes, markets, and sells Staminol, an over the counter dietary supplement  
8 for men which Defendant claims, on the product packaging and, additionally, via its nationwide  
9 marketing, will enhance the sexual performance of its users. The primary ingredients in Staminol include  
10 "Horny Goat Weed" (Epimedium Extract), "Maca Root Powder," "L-arginine," "Catuaba Bark," "Oat  
11 Straw Stems," "Damiana Leaf," "Saw Palmetto Berry," and "Muir Root." Specifically, Defendant  
12 represents, via an extensive and uniform nation-wide advertising campaign, that Staminol "supports male  
13 vitality" and "sexual health," "supports urinary flow and prostate health," and is "formulated with  
14 premium ingredients to provide maximum potency." Moreover, the packaging of Staminol states that the  
15 product is designed to "enhance male sexual performance." Defendant has also represented, on the  
16 packaging of Staminol, that the product is "scientifically formulated to provide maximum potency." *See*  
17 *generally* Exhibit, "A: Product Label.

18         3. The statements represented on the Staminol product packaging are "structure-function"  
19 claims which must be limited to a description of the role that a dietary ingredient is "intended to affect  
20 the structure or function in humans." 21 U.S.C. § 343 (r)(6). In order for a dietary supplement  
21 manufacturer to make a structure-function claim, the manufacturer must have substantiation that such  
22 statements are truthful and not misleading. *Id.*

23         4. Defendant does not have any credible, competent scientific evidence that substantiates its  
24 representations regarding the sexual health and performance benefits of consuming Staminol. In fact,  
25 even a cursory examination of reliable scientific evidence relating to Defendant's representations  
26 strongly indicates that Staminol has no efficacy at all, is ineffective in the treatment of prostate related  
27 health issues, and provides no benefit relating to enhancing the sexual performance and vitality of its  
28 users. Multiple valid scientific studies have been conducted on the aforementioned primary ingredients in

1 Staminol, and these studies have revealed that the ingredients in question are not reliable means of  
2 treating health issues related to prostate functioning, or enhancing the sexual performance, vitality, and  
3 potency of its users.

4 5. Additionally, federal regulations prohibit Defendant from making “disease claims” about  
5 its product. *See* 21 C.F.R. § 101.93. Disease claims are generally described as statements which claim to  
6 diagnose, mitigate, treat, cure or prevent disease where the statements claim “explicitly or implicitly, that  
7 the product...Has an effect on the characteristic signs or symptoms of a specific disease or class of  
8 diseases, using scientific or lay terminology.” *Id.* Defendant clearly makes such representations on the  
9 product label for Staminol, which directly relate to the treatment of health issues related to urinary flow  
10 and prostate health. First, on the very front of the product packaging for Staminol, Defendant represents  
11 that Staminol “supports urinary flow and prostate health with saw palmetto.” Additionally, on the left  
12 hand panel of the product packaging for Staminol, Defendant states that Staminol is “scientifically  
13 formulated to . . . support healthy urinary flow and prostate health.” *See* product label, attached as  
14 Exhibit “A”.

15 6. Defendant did not secure the requisite New Drug Application before marketing and  
16 selling Staminol. Accordingly, making these statements and representations without a New Drug  
17 Application (“NDA”) approval from the FDA constitutes misbranding and false and misleading conduct  
18 in violation of 21 C.F.R. § 101.93.

19 7. Defendant conveys its deceptive representations to consumers through the use of various  
20 media platforms including its website and online promotional materials. More importantly, Defendant  
21 communicates its misleading representations about the efficacy of Staminol at the point of purchase by  
22 placing them on the product’s label and packaging. Indeed, the misrepresentations about Staminol are  
23 prominently displayed on the front of the product’s packaging/labeling where consumers cannot fail to  
24 notice them. The front of the Staminol product label states that the product, “Supports male vitality with  
25 proprietary blend including L-arginine and maca,” “Supports urinary flow and prostate health with saw  
26 palmetto,” and is “Formulated with premium ingredients to provide maximum potency.” The only reason  
27 a consumer would purchase Staminol is to obtain the advertised sexual health and performance benefits,  
28 which Staminol does not provide.

1 8. As a result of Defendant's deceptive advertising and false representations regarding the  
2 efficacy of Staminol, Plaintiff and the proposed class have purchased a product which does not perform  
3 as represented and they have been harmed in the amount they paid for the product, which, in the  
4 Plaintiff's case is approximately \$19.99 bottle.

5 9. Plaintiff brings this action on behalf of himself and other similarly situated consumers  
6 who have purchased Defendant's Staminol product to halt the dissemination of this false, misleading, and  
7 deceptive advertising message, correct the false and misleading perception it has created in the minds of  
8 consumers, and obtain redress for those who have purchased this product. Based on violations of state  
9 unfair competition laws and Defendant's breach of express warranty, Plaintiff seeks injunctive and  
10 monetary relief for consumers who purchased Staminol.

11 **JURISDICTION AND VENUE**

12 10. This Court has original jurisdiction pursuant to 28 U.S.C. §1332(d)(2). The matter in  
13 controversy, exclusive of interest and costs, exceeds the sum or value of \$5,000,000 and is a class action  
14 in which there are in excess of 100 class members and many members of the Class are citizens of a state  
15 different from Defendant.

16 11. This Court has personal jurisdiction over Defendant because Defendant is authorized to  
17 conduct and do conduct business in California. Defendant has marketed, promoted, distributed, and sold  
18 Staminol in California and Defendant has sufficient minimum contacts with this State and/or sufficiently  
19 avails itself of the markets in this State through its promotion, sales, distribution and marketing within  
20 this State to render the exercise of jurisdiction by this Court permissible.

21 12. Venue is proper under 18 U.S.C. §1965(a) because Defendant transacts substantial  
22 business in this District.

23 **PARTIES**

24 13. Plaintiff Ryan Vigil resides in San Diego County, California. In or around April of 2014,  
25 Plaintiff was exposed to and saw Defendant's representations regarding the sexual health and  
26 performance benefits of Staminol by reading the Staminol product label in the GNC retail store located at  
27 4545 La Jolla Village Dr, La Jolla, CA 92122. In reliance on the claims listed on the product label  
28 described herein and above, Plaintiff purchased the Staminol product at the previously described GNC

1 retail store. He paid approximately \$19.99 for the product. At the time, Plaintiff desired to enhance his  
2 sexual experience and enjoyment. He purchased Staminaol believing it would provide the advertised  
3 sexual health and performance benefits. As a result, Plaintiff suffered injury in fact and lost money. Had  
4 Plaintiff been aware of Defendant's misrepresentations and omissions, he would not have purchased  
5 Staminaol.

6 14. Defendant is a corporation organized and existing under the laws of Pennsylvania.  
7 Defendant's headquarters and principle place of business is at 300 6th Avenue, Pittsburgh, PA 15222-  
8 2514. Defendant manufactures, advertises, markets, distributes, and/or sells Staminaol to tens of thousands  
9 of consumers in California and throughout the United States.

#### 10 FACTUAL ALLEGATIONS

11 15. Defendant has distributed, marketed, and sold the Staminaol product on a nation-wide  
12 basis, both online and at Defendant's retail locations. Staminaol is available in packages of 60 capsules  
13 and retails for approximately \$19.99. The Staminaol packaging prominently displays Defendant's  
14 representation that the Staminaol ingredient "Saw Palmetto" is able to support "urinary flow and prostate  
15 health," and the representations that Staminaol "[s]upports male vitality with proprietary blend including  
16 L-arginine and maca," is "[f]ormulated with premium ingredients to provide maximum potency,"  
17 "enhance[s] performance," and is "scientifically formulated to provide maximum potency as well as  
18 support healthy urinary flow and prostate health." The Staminaol product packaging also states that the  
19 Staminaol ingredient, Saw Palmetto, "support[s] urinary health and normal prostate function." *See* product  
20 label, attached as Exhibit "A".

21 16. According to the label on the Staminaol package, Staminaol is comprised of certain primary  
22 ingredients including, Horny Goat Weed, Maca Root Powder, L-arginine, Catuaba Bark, Oat Straw  
23 Stems, Damiana Leaf, Saw Palmetto Berry, and Muira Root. *See* product label, attached as Exhibit "A."

24 17. As more fully set forth herein, the scientific evidence regarding the use of the vast  
25 majority of the ingredients comprising Staminaol, taken alone or in combination with other ingredients, do  
26 not provide **any** of the health and sexual performance benefits represented by Defendant. Moreover, the  
27 minimal amount of remaining Staminaol ingredients taken by themselves, or in combination with one  
28 another are not sufficient to achieve the results that Defendant represents.

1           18. Research has shown that Horny Goat Weed is an ineffective means of addressing erectile  
2 dysfunction. Popular medications such as Viagra treat erectile dysfunction by inhibiting cGMP-  
3 phosphodiesterase-5 (PDE5). 71(9) J. Nat. Prod. 1513-1517 (2008). See  
4 <http://pubs.acs.org/doi/full/10.1021/np800049y>. In 2008, researchers found that the inhibitory potency of  
5 icariin, the active compound in Horny Goat Weed, is 80 times lower than that of Viagra. *Id.* In other  
6 words, Horny Goat Weed possesses .0125% of the potency of Viagra. Therefore consuming Horny Goat  
7 Weed is not an effective means of enhancing a man's sexual experience by alleviating the symptoms of  
8 erectile dysfunction. Scientific research clearly indicates that including Horny Goat Weed in Staminol's  
9 Proprietary Blend has no impact on the product's ability to achieve the health and sexual performance  
10 benefits that Defendant advertises.

11           19. Maca Root Powder, another component of Staminol's Proprietary Blend is equally  
12 ineffective. A 2010 review of the impact of Maca Root consumption on sexual health revealed that the  
13 ingredient has little effect on sexual function. 10(44) BMC Complementary and Alternative Medicine  
14 (2010). See <http://www.biomedcentral.com/1472-6882/10/44>.

15           20. The presence of L-arginine in Staminol's Proprietary Blend does not allow the product to  
16 achieve the advertised result of enhancing the sexual performance of its users either. Medications such as  
17 Viagra and Cialis increase Nitric oxide (NO) levels in the body. Nitric oxide functions by relaxing the  
18 muscles that cause erections to occur. Although L-arginine can be enzymatically processed to increase  
19 NO levels in some circumstances, by itself L-arginine does not increase the activity of NO synthase  
20 activity, as Viagra and Cialis do. In a 2003 study, researchers found that subjects who were given L-  
21 arginine by itself did not demonstrate an improvement in erectile function. 29 J. Sex & Marital Therapy  
22 207 (2003). Although Defendant includes L-arginine in its Proprietary Blend, there is no evidence that  
23 consuming L-arginine will enhance the sexual performance of men. Scientific evidence clearly  
24 demonstrates that the ingredients contained in Staminol's Proprietary Blend are not capable of achieving  
25 the Proprietary Blend's advertised result (i.e. enhancing male sexual performance).

26           21. Furthermore, Staminol includes additional ingredients such as Oat Straw Stems, Catuaba  
27 Bark, Muira Root, Damiana Leaf, and Saw Palmetto Berry. See product label, attached as Exhibit "A."  
28

1 However, according to the NYU Langone Medical Center, there is no real evidence that these ingredients  
2 improve sexual function in men. *See* <http://www.med.nyu.edu/content?ChunkIID=21720>.

3 22. In addition, although Defendant claims, on the Staminaol product packaging, that the  
4 ingredient, Saw Palmetto, “[s]upports urinary flow and prostate health,” and that Saw Palmetto  
5 “support[s] urinary health and normal prostate function,” the NYU Langone Medical Center has found  
6 that the scientific evidence regarding the effectiveness of saw palmetto in treating prostate enlargement, a  
7 disorder that weakens the flow of urine, is not consistent. *See*  
8 <http://www.med.nyu.edu/content?ChunkIID=21865>. The institution also points out that “in the most  
9 recent and perhaps best-designed [study analyzing the effectiveness of saw palmetto in treating prostate  
10 enlargement], a 1-year trial of 225 men . . . saw palmetto failed to prove more effective than placebo.” *Id.*  
11 citing 354 N. Engl. J. Med 557-66 (2006).

12 23. Thus, although Defendant represents that Staminaol can enhance the potency and sexual  
13 and performance of its users and supports urinary flow and prostate health, reliable scientific research  
14 reveals that many of the product’s primary ingredients do not provide these benefits. In short, the  
15 products is totally ineffective at providing the benefits that Defendant touts and that, in turn, lead a  
16 consumer to purchase Staminaol.

17 24. Plaintiff and Class members have been and will continue to be deceived or misled by  
18 Defendant’s deceptive claims regarding the alleged health and sexual performance benefits of using  
19 Staminaol. Plaintiff purchased and consumed Staminaol during the Class period and in doing so, read and  
20 considered the health and sexual performance benefit representations on the Staminaol product packaging  
21 and based his decisions to purchase Staminaol on these claims. Plaintiff based his purchase decision in  
22 large part on the representation that Staminaol would enhance his sexual performance. Defendant’s claim  
23 that using Staminaol would indeed “enhance male sexual performance” was a material factor in  
24 influencing his decision to purchase and use Staminaol. *See* product label, attached as Exhibit “A.”  
25 Plaintiff would not have purchased Staminaol had he known that the product does not provide the  
26 represented enhanced sexual performance. Representative Product Packaging Labels are attached as  
27 Exhibit, “A”.







- 1 (b) whether Defendant's alleged conduct violates public policy;
- 2 (c) whether the alleged conduct constitutes violations of the laws
- 3 asserted;
- 4 (d) whether Defendant engaged in false or misleading advertising;
- 5 (e) whether Plaintiff and Class members have sustained monetary loss and the proper
- 6 measure of that loss; and
- 7 (f) whether Plaintiff and Class members are entitled to other appropriate remedies, including
- 8 corrective advertising and injunctive relief.

9 30. **Typicality.** Plaintiff's claims are typical of the claims of the members of the Class  
10 because, *inter alia*, all Class members were injured through the uniform misconduct described above and  
11 were subject to Defendant's deceptive health and sexual performance benefit claims that accompanied  
12 each and every bottle of Staminol that Defendant sold. Plaintiff is advancing the same claims and legal  
13 theories on behalf of himself and all members of the Class.

14 31. **Adequacy of Representation.** Plaintiff will fairly and adequately protect the interests of  
15 the members of the Class. Plaintiff has retained counsel experienced in complex consumer class action  
16 litigation, and Plaintiff intends to prosecute this action vigorously. Plaintiff has no adverse or  
17 antagonistic interests to those of the Class.

18 32. **Superiority.** A class action is superior to all other available means for the fair and  
19 efficient adjudication of this controversy. The damages or other financial detriment suffered by  
20 individual Class members is relatively small compared to the burden and expense that would be entailed  
21 by individual litigation of their claims against Defendant. It would thus be virtually impossible for  
22 Plaintiff and Class members, on an individual basis, to obtain effective redress for the wrongs done to  
23 them. Furthermore, even if Class members could afford such individualized litigation, the court system  
24 could not. Individualized litigation would create the danger of inconsistent or contradictory judgments  
25 arising from the same set of facts. Individualized litigation would also increase the delay and expense to  
26 all parties and the court system from the issues raised by this action. By contrast, the class action device  
27 provides the benefits of adjudication of these issues in a single proceeding, economies of scale, and  
28

1 comprehensive supervision by a single court, and presents no unusual management difficulties under the  
2 circumstances here.

3 33. The Class also may be certified because Defendant acted or refused to act on grounds  
4 generally applicable to the Class thereby making appropriate final declaratory and/or injunctive relief  
5 with respect to the members of the Class as a whole.

6 34. Plaintiff seeks preliminary and permanent injunctive and equitable relief on behalf of the  
7 entire Class, on grounds generally applicable to the entire Class, to enjoin and prevent Defendant from  
8 engaging in the acts described, and requiring Defendant to provide full restitution to Plaintiff and Class  
9 members.

10 35. Unless a Class is certified, Defendant will retain monies received as a result of its conduct  
11 that were taken from Plaintiff and Class members. Additionally, unless a Class-wide injunction is issued,  
12 Defendant will continue to commit the violations alleged, and the members of the Class and the general  
13 public will continue to be misled.

14  
15 **COUNT I**  
**Violation of Business & Professions Code §17200, et seq.**

16 36. Plaintiff repeats and re-alleges the allegations contained in the paragraphs above, as if  
17 fully set forth herein.

18 37. Plaintiff brings this claim on behalf of himself and on behalf of the Class. As alleged  
19 herein, Plaintiff has suffered injury in fact and lost money or property as a result of Defendant's conduct  
20 because he purchased Staminol in reliance on Defendant's health and sexual performance claims,  
21 including *inter alia*, that Staminol:

- 22 • “[s]upports male vitality with proprietary blend including L-arginine and maca;”
- 23 • is “[f]ormulated with premium ingredients to provide maximum potency;”
- 24 • “is scientifically formulated to provide maximum potency as well as support healthy  
25 urinary flow and prostate health;”
- 26 • “support[s] vitality and enhance[s] performance;” and
- 27 • that the Staminol ingredient, Saw Palmetto, “support[s] urinary health and normal prostate  
28 function.”

1 (See Exhibit, "A") but Plaintiff did not receive any benefits from using Staminol.

2 38. The Unfair Competition Law, Business & Professions Code §17200, et seq. ("UCL"), and  
3 similar laws in other states, prohibit any "unlawful," "fraudulent" or "unfair" business act or practice and  
4 any false or misleading advertising. In the course of conducting business, Defendant committed  
5 unlawful business practices by, *inter alia*, making the above referenced claims in paragraph 38 and as  
6 alleged throughout herein (which also constitutes advertising within the meaning of §17200) and  
7 omissions of material facts related to the numerous scientific studies which demonstrate no health and  
8 sexual performance benefits derived from the consumption of many of the primary ingredients present in  
9 Staminol, and violating Civil Code §§1572, 1573, 1709, 1711, 1770 and Business & Professions Code  
10 §§17200, et seq., 17500, et seq., and the common law.

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

13 40. Defendant's actions also constitute "unfair" business acts or practices because, as alleged  
14 above, *inter alia*, Defendant engaged in false advertising, misrepresented and omitted material facts  
15 regarding Staminol, and thereby offended an established public policy, and engaged in immoral,  
16 unethical, oppressive, and unscrupulous activities that are substantially injurious to consumers.

17 41. As stated in this Complaint, Plaintiff alleges violations of consumer protection, unfair  
18 competition and truth in advertising laws in California and other states, resulting in harm to consumers.  
19 Defendant's acts and omissions also violate and offend the public policy against engaging in false and  
20 misleading advertising, unfair competition and deceptive conduct towards consumers. This conduct  
21 constitutes violations of the unfair prong of Business & Professions Code §17200, et seq.

22 42. There were reasonably available alternatives to further Defendant's legitimate business  
23 interests, other than the conduct described herein.

24 43. Business & Professions Code §17200, et seq. also prohibits any "fraudulent business act  
25 or practice."

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

1 45. Plaintiff and other members of the Class have in fact been deceived as a result of their  
2 reliance on Defendant’s material representations and omissions, which are described above. This reliance  
3 has caused harm to Plaintiff and other members of the Class who each purchased Staminol. Plaintiff and  
4 the other Class members have suffered injury in fact and lost money as a result of these unlawful, unfair,  
5 and fraudulent practices.

6 46. As a result of its deception, Defendant has been able to reap unjust revenue and profit.

7 47. Unless restrained and enjoined, Defendant will continue to engage in the above-described  
8 conduct. Accordingly, injunctive relief is appropriate.

9 48. Plaintiff, on behalf of himself, all others similarly situated, and the general public, seeks  
10 restitution and disgorgement of all money obtained from Plaintiff and the members of the Class collected  
11 as a result of unfair competition, an injunction prohibiting Defendant from continuing such practices,  
12 corrective advertising and all other relief this Court deems appropriate, consistent with Business &  
13 Professions Code §17203.

14  
15 **COUNT II**  
16 **Violations of the Consumers Legal Remedies Act –**  
**Civil Code §1750 *et seq.***

17 49. Plaintiff repeats and re-alleges the allegations contained in the paragraphs above, as if  
18 fully set forth herein.

19 50. Plaintiff brings this claim individually and on behalf of the Class.

20 51. This cause of action is brought pursuant to the Consumers Legal Remedies Act, California  
21 Civil Code §1750, et seq. (the “Act”) and similar laws in other states. Plaintiff is a “consumer” as defined  
22 by California Civil Code §1761(d). Staminol is a “good” within the meaning of the Act.

23 52. Defendant violated and continues to violate the Act by engaging in the following practices  
24 proscribed by California Civil Code §1770(a) in transactions with Plaintiff and the Class which were  
25 intended to result in, and did result in, the sale of the Staminol product:

26 (5) Representing that [Staminol has]. . . characteristics, . . . uses [and] benefits . . . which [it  
27 does] not have . . . .

28 \* \* \*

1 (7) Representing that [Staminol is] of a particular standard, quality or grade . . . [when it is] of  
2 another.

3 \* \* \*

4 (9) Advertising goods . . . with intent not to sell them as advertised.

5 \* \* \*

6 (16) Representing that [Staminol has] been supplied in accordance with a previous  
7 representation when [it has] not.

8  
9 53. Defendant violated the Act by representing and failing to disclose material facts on the  
10 Staminol labeling and packaging and associated advertising, as described above, when it knew, or should  
11 have known, that the representations were false and misleading and that the omissions were of material  
12 facts it was obligated to disclose.

13 54. Pursuant to §1782(d) of the Act, Plaintiff and the Class seek a court order enjoining the  
14 above-described wrongful acts and practices of Defendant and for restitution and disgorgement.

15 55. If Defendant fails to rectify or agree to rectify the problems associated with the actions  
16 detailed above and give notice to all affected consumers within 30 days of the date of written notice  
17 pursuant to §1782 of the Act, Plaintiff will amend this complaint to add claims for actual, punitive and  
18 statutory damages, as appropriate.

19 56. Defendant's conduct is fraudulent, wanton and malicious.

20 57. Pursuant to §1780(d) of the Act, attached hereto as Exhibit B is the affidavit showing that  
21 this action has been commenced in the proper forum.

22 58. Plaintiff's CLRA warning letter is attached hereto as Exhibit C.

23  
24 **COUNT III**  
**Breach of Express Warranty**

25 59. Plaintiff repeats and re-alleges the allegations contained in the paragraphs above, as if  
26 fully set forth herein.

27 60. Plaintiff brings this claim individually and on behalf of the Class.



1 E. Awarding declaratory and injunctive relief as permitted by law or equity, including:  
2 enjoining Defendant from continuing the unlawful practices as set forth herein, and directing Defendant  
3 to identify, with Court supervision, victims of its conduct and pay them all money they are required  
4 to pay;

5 F. Ordering Defendant to engage in a corrective advertising campaign;

6 G. Awarding attorneys' fees and costs;

7 H. Providing such further relief as may be just and proper.

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

10 Dated: November 3, 2014

**CARPENTER LAW GROUP**

11  
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*Attorneys for Plaintiff*



# Exhibit A

GNC  
**MEN'S  
 Stamina**  
 Dietary Supplement

GNC  
**MEN'S  
 Stamina**  
 Dietary Supplement

**DAILY MALE  
 PERFORMANCE FORMULA**

- Supports male vitality with proprietary blend including L-arginine and maca\*
- Features horny goat weed and yohimbe, herbs traditionally used to support sexual health\*
- Supports urinary flow and prostate health with saw palmetto\*
- Formulated with premium ingredients to provide maximum potency\*

**PHYSICIAN  
 ENDORSED**

**60 CAPSULES**

CODE 237517

DIRECTIONS: As a dietary supplement, take two capsules daily.

**Supplement Facts**

Serving Size: Two Capsules  
 Servings Per Container: 30

Amount Per Serving	200 mg*
Proprietary Blend	
L-Arginine	
Epimedium Extract	175 mg*
Maca Root Powder (Lepidium meyenii)	150 mg*
Kola Nut (Kola nitida)	100 mg*
Dart Straw Stems (Arenaria saligna)	100 mg*
GABA (gamma-Aminobutyric Acid)	100 mg*
Hellie Leaf (Urtica dioica)	60 mg*
Yohimbe Bark Extract (Pausanystalia yohimbe)	20 mg*
Horny Goat Weed (Epimedium sagittatum)	10 mg*
Catuaba Bark (Erythroxylum catuaba)	10 mg*
Mura Root (Psychotriaum obovatum)	10 mg*
Daniama Leaf (Turnera aphrodisiaca)	10 mg*
Saw Palmetto Berry (Serenoa repens)	10 mg*

\* Daily Value not established.

**Other Ingredients:** Gelatin, Dicalcium Phosphate

**WARNING:** Consult your physician prior to using this product if you are pregnant, nursing, taking medication, or have a medical condition. Discontinue use two weeks prior to surgery. Use only as directed. Do not exceed recommended daily intake. This product contains no chemical known to the State of California to cause birth defects or other reproductive harm.

Contains 100% natural ingredients for weight.  
 Meets USP - 2340 - monographs.  
 No Sugar, No Artificial Colors, No Artificial Flavors, Sodium Free,  
 No Soy, No Dairy, Yeast Free.

**To ensure a complete nutritional program, take daily with these GNC products:**

- Mega Men® Multivitamin
- Triple Strength Fish Oil
- DHEA
- Prostate Formula

PM237517

**KEEP OUT OF REACH OF CHILDREN.**

Store in a cool, dry place.

For More Information:

1-888-462-2548

**SHOP NOW @ GNC.COM**

Manufactured by

Cherwell Nutrition Corporation

Pittsburgh, PA 15222

**ACTUAL SIZE**

**GNC QUALITY COMMITMENT**

For more than 75 years, GNC has been the leader in the development and manufacture of dietary supplements and is committed to producing the most superior products. We use only the highest quality ingredients, manufactured under the strictest quality controls. Every raw material is tested to ensure its purity and potency. Each product is dated and the lot is clearly marked so you can ensure that you are purchasing the freshest supplements available.

**GNC GUARANTEE**

If you are not 100% completely satisfied, return the unused portion of the product with your receipt to a GNC Store without refund. Our trained sales staff will prefer assist you in purchasing a product you prefer assist you in finding a replacement product to help you LIVE WELL.



Please recycle this box.



**GNC Stamina™** is physician endorsed by Frank J. Costa, M.D., an internationally acclaimed urological surgeon, men's health expert and member of the GNC Medical Advisory Board.

**"Stamina™ is a powerful male performance formula backed by GNC quality. This premium formula contains the best herbs with guaranteed potencies to support vitality and enhance performance. I highly recommend this product for men who are looking for a superior formula to address male performance concerns."**

— Frank J. Costa, M.D.

**Why Should I Use Stamina™?**

Stamina™ offers a premium formula containing a proprietary blend of key nutrients and potent herbs to enhance male sexual performance.

**How Can Stamina™ Benefit Me?**

Stamina™ is designed to support male vitality and sexual health. It is scientifically formulated to provide maximum potency, as well as support healthy urinary flow and prostate health.

**How Does Stamina™ Work?**

Stamina™ combines L-arginine, an important amino acid that supports nitric oxide production, with herbs traditionally used to support sexual health such as horny goat weed and yohimbe. Additionally, saw palmetto supports urinary health and normal prostate function.

\*These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure, or prevent any disease.

# Exhibit B

**CARPENTER LAW GROUP**  
Todd D. Carpenter (CA 234464)  
402 West Broadway, 29th Floor  
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Facsimile: 619.756.6991  
[todd@carpenterlawyers.com](mailto:todd@carpenterlawyers.com)

**CARLSON LYNCH SWEET  
& KILPELA LLP**  
Edwin J. Kilpela, Jr. (*pro hac pending*)  
Benjamin J. Sweet (*pro hac pending*)  
PNC Park  
115 Federal St.; Suite 210  
Pittsburgh, PA 15212  
Telephone: (412) 322-9243  
Facsimile: (412) 231-0246  
[ekilpela@carlsonlynch.com](mailto:ekilpela@carlsonlynch.com)  
[bsweet@carlsonlynch.com](mailto:bsweet@carlsonlynch.com)

**PATTERSON LAW GROUP**  
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[jim@pattersonlawgroup.com](mailto:jim@pattersonlawgroup.com)

*Attorneys for Plaintiff*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

RYAN VIGIL on Behalf of Himself and All Others  
Similarly Situated,

Plaintiff,

vs.

GENERAL NUTRITION CORPORATION, a  
Pennsylvania Corporation,

Defendant.

Case No.

**DECLARATION IN SUPPORT OF  
JURISDICTION**

I, Todd D. Carpenter Declare under penalty of perjury the following:

1. I am an attorney duly licensed to practice before all of the courts of the State of California.

I am the principle and owner of the Carpenter Law Group, and the counsel of record for plaintiff in the above-entitled action

2. Defendant General Nutrition Corporation, has done and is doing business in the Northern District of California. Such business includes the marketing, distributing and sale of its Staminol

1 supplements.

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

4 Executed this 3rd Day of November, 2014 in San Diego, California.

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*/s/ Todd D. Carpenter*

\_\_\_\_\_  
Todd D. Carpenter

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# Exhibit C





JAMES R. PATTERSON  
619.756.6993 direct  
jim@pattersonlawgroup.com

November 3, 2014

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Chief Executive Officer / President  
General Nutrition Corporation  
300 6<sup>th</sup> Avenue  
Pittsburgh, Pennsylvania 15222

Re: Vigil, et al. v. General Nutrition Corporation, et al.

Dear Sir/Madame:

Our law firm, Carlson Lynch and Carpenter Law Group represents Ryan Vigil and all other similarly situated California Residents in an action against General Nutrition Corporation (“General Nutrition”), arising out of, *inter alia*, misrepresentations, either express or implied to consumers that its Staminol dietary supplement for men:

- “Supports male vitality”;
- Supports “sexual health”;
- “Supports urinary flow and prostate health”; and
- Is “formulated with premium ingredients to provide maximum potency.”

As you are aware, General Nutrition and/or its predecessor entity warranted on Staminol’s labeling that the product is designed to “enhance sexual performance.” The product labeling also represents that the product is “scientifically formulated to provide maximum potency.” The product label twice warrants that Staminol provides specific health benefits, stating that the supplement “supports urinary flow and prostate health with saw palmetto” and that it is “scientifically formulated to...support healthy urinary flow and prostate health.”

Mr. Vigil and others similarly situated purchased the Staminol product unaware that General Nutrition’s representations found on the Product’s labels and packages are false. Several clinical studies have found no causative link between the ingredients in the Staminol product and male vitality, sexual health and increased urinary flow and prostate health. The full claims, including the facts and circumstances surrounding these claims, are detailed in the Class Action Complaint, a copy of which is enclosed and incorporated by this reference.

General Nutrition's representations are false and misleading and constitute unfair methods of competition and unlawful, unfair, and fraudulent acts or practices, undertaken by General Nutrition with the intent to result in the sale of the Staminol product to the consuming public. The sexual health, urinary flow and prostate health, and maximum potency representations do not assist consumers; they simply mislead them.

This practice constitutes a violation of California Civil Code §1770(a) under, *inter alia*, the following subdivisions:

- (5) Representing that [Staminol has] . . . characteristics, . . . uses [or] benefits. . . which [it does] not have.

\* \* \*

- (7) Representing that [Staminol is] of a particular standard, quality or grade, . . . if [it is] of another.

\* \* \*

- (9) Advertising goods . . . with the intent not to sell them as advertised.

\* \* \*

- (16) Representing that [Staminol has] been supplied in accordance with a previous representation when [it has] not.

California Civil Code §1770(a)(5)-(16).

General Nutrition's representations also constitute violations of California Business and Professions Code §17200, *et seq.*, and a breach of express warranties.

While the Complaint constitutes sufficient notice of the claims asserted, pursuant to California Civil Code §1782, we hereby demand on behalf of our clients and all other similarly situated California Residents that General Nutrition immediately correct and rectify this violation of California Civil Code §1770 by ceasing the misleading marketing campaign and ceasing dissemination of false and misleading information as described in the enclosed Complaint. In addition, General Nutrition should offer to refund the purchase price to all consumer purchasers of these Products, plus reimbursement for interest, costs, and fees.

Plaintiffs will, after 30 days from the date of this letter, amend the Complaint without leave of Court, as permitted by California Civil Code §1782, to include claims for actual and punitive damages (as may be appropriate) if a full and adequate response to this letter is not received. These damage claims also would include claims under already asserted theories of

General Nutrition Corporation  
November 3, 2014  
Page Three

unlawful business acts, as well as the claims under the Consumers Legal Remedies Act. Thus, to avoid further litigation, it is in the interest of all parties concerned that General Nutrition address this problem immediately.

General Nutrition must undertake all of the following actions to satisfy the requirements of California Civil Code §1782(c):

1. Identify or make a reasonable attempt to identify purchasers of the subject Product who reside in California;
2. Notify all such purchasers so identified that upon their request, General Nutrition will offer an appropriate correction, replacement, or other remedy for its wrongful conduct, which can include a full refund of the purchase price paid for such products, plus interest, costs and fees;
3. Undertake (or promise to undertake within a reasonable time if it cannot be done immediately) the actions described above for all Staminol purchasers who so request; and
4. Cease from expressly or impliedly representing to consumers that these products are effective at improving sexual health, increasing sexual performance, and supporting urinary flow and prostate health when there is no reasonable basis for so claiming, as more fully described in the attached Complaint.

We await your response.

Sincerely,

PATTERSON LAW GROUP

A handwritten signature in blue ink, appearing to read "James R. Patterson", is written over a light blue rectangular background.

James R. Patterson

Enclosure

CC: Carlson Lynch Sweet & Kilpela LLP  
Carpenter Law Group

**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.)

<p><b>I. (a) PLAINTIFFS</b> RYAN VIGIL on Behalf of Himself and All Others Similarly Situated,</p> <p><b>(b)</b> County of Residence of First Listed Plaintiff <u>San Diego</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p><b>(c)</b> Attorneys <i>(Firm Name, Address, and Telephone Number)</i> See Attachment</p>	<p><b>DEFENDANTS</b> GENERAL NUTRITION CORPORATION, a Pennsylvania Corporation,</p> <p>County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i></p>
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<p><b>II. BASIS OF JURISDICTION</b> <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td><b>PTF</b></td> <td><b>DEF</b></td> <td></td> <td><b>PTF</b></td> <td><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input 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
	<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
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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)*

<b>CONTRACT</b>	<b>TORTS</b>	<b>FORFEITURE/PENALTY</b>	<b>BANKRUPTCY</b>	<b>OTHER STATUTES</b>	
<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 <i>(Excludes Veterans)</i> <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	<p><b>PERSONAL INJURY</b></p> <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	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p><b>PERSONAL PROPERTY</b></p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b>	<b>CIVIL RIGHTS</b>	<b>PRISONER PETITIONS</b>	<b>LABOR</b>	<b>PROPERTY RIGHTS</b>	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 448 Education	<p><b>Habeas Corpus:</b></p> <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	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	
			<b>IMMIGRATION</b>	<b>SOCIAL SECURITY</b>	
			<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<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))	
				<b>FEDERAL TAX SUITS</b>	
				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

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

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

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*  
 28 U.S.C. §1332(d)(2)  
 Brief description of cause:  
 Violation of the Unfair Competition Law, Business and Professions Code, Consumers Legal Remedies Act, Breach of Express Warranty

**VII. REQUESTED IN COMPLAINT:**

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

**VIII. RELATED CASE(S) IF ANY** *(See instructions):* JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

**IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)**  
*(Place an "X" in One Box Only)*    (X) SAN FRANCISCO/OAKLAND    ( ) SAN JOSE    ( ) EUREKA

DATE: November 3, 2014    SIGNATURE OF ATTORNEY OF RECORD: /s/ Todd D. Carpenter

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. (a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

**Attachment to Civil Cover Sheet**

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Edwin Kilpella (*to be admitted pro hac vice*)  
Benjamin Sweet (*to be admitted pro hac vice*)  
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[bsweet@carlsonlynch.com](mailto:bsweet@carlsonlynch.com)

Attorneys for Plaintiff and the Class