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and the putative class

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

**LAVERNE YOUNG** and **LAVONNE  
CARROLL**, individually, and on behalf of all  
others similarly situated,

*Plaintiffs,*

vs.

**NATURE'S ELITE, INC.** a Florida  
corporation, **GOLD ELEMENTS  
VALENCIA, INC.**, a California corporation,  
and **PREMIER RETAIL GROUP, INC.**, a  
Florida corporation; and DOES 1 – 10,  
inclusive

*Defendants.*

Civil Case No.: 2:17-at-204

**CLASS ACTION COMPLAINT:**

1. Violations of the Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750, *et seq.*);
2. Violations of the Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750, *et seq.*) (Seniors Class);
3. Violation of Violations of Cal. Bus. & Prof. C. §§ 17500, *et seq.* (false and misleading advertising);
4. Violations of the Unfair and Fraudulent Prongs of Bus. & Prof. Code §§ 17200, *et seq.*;
5. Violations of the Unlawful Prong of Bus. & Prof. Code §§ 17200, *et seq.*;
6. Breach of Express Warranty;

**DEMAND FOR JURY TRIAL**

1 Plaintiffs, LAVERNE YOUNG and LAVONNE CARROLL (collectively, “Plaintiffs”),  
2 individually, and on behalf of all others similarly situated nationwide and in the State of  
3 California, by and through their undersigned counsel, hereby file this Class Action Complaint  
4 against Defendants, NATURE’S ELITE, INC., d/b/a Infinite Beauty (“Infinite Beauty”), GOLD  
5 ELEMENTS VALENCIA, INC. (“Gold Elements”), and PREMIER RETAIL GROUP, INC.  
6 (“PRGI”) (Infinite Beauty, Gold Elements, PRGI, and DOES 1–10 are collectively referred to  
7 herein as “Defendants”), and allege as follows:

8 **I. NATURE OF THE ACTION**

9 1. Upon information and belief, Defendants, acting in concert with one another,  
10 manufacture, market, advertise, and sell skincare products they refer to as their “Gold Elements”  
11 line (collectively, the “Products”).

12 2. Defendants make erroneous claims in the packaging, labeling, marketing,  
13 advertising, and promotion of the Products, such as falsely asserting that the Products are capable  
14 of providing a non-surgical facelift, and claims that any such results will last for fifteen years.  
15 Through Defendants’ false, misleading, and deceptive practices, described in more detail below,  
16 Defendants deceive and cause considerable harm to reasonable consumers—including seniors—  
17 such as Plaintiffs.

18 **II. JURISDICTION AND VENUE**

19 3. This Court has jurisdiction over this matter because this is a class action in which  
20 the damages, upon information and belief, exceed \$5 million, exclusive of interest and costs and,  
21 as demonstrated below, the parties are diverse pursuant to the Class Action Fairness Act of 2005  
22 (“CAFA”), 28 U.S.C. § 1332(d).

23 4. Additionally, this Court has jurisdiction over all Defendants, including Gold  
24 Elements because Gold Elements is a California corporation that has at all relevant times  
25 regularly and systematically transacted business within the State of California. Furthermore,  
26 Infinite Beauty has sufficient minimum contacts with California or otherwise intentionally avails  
27 itself of the consumer markets of California, thus rendering the exercise of jurisdiction by  
28 California courts permissible under traditional notions of fair play and substantial justice. PRGI

1 has sufficient minimum contacts with California or otherwise intentionally avails itself of the  
2 consumer markets within California, because PRGI owns, controls, or is otherwise an agent of  
3 Gold Elements and/or Infinite Beauty. Defendants all derive substantial revenue from California  
4 residents, including seniors, such as Plaintiffs.

5 5. Venue is proper in this Court because Plaintiffs purchased the Products from a  
6 retail location owned and/or controlled by Defendants called “Infinite Beauty” that is located in  
7 Placer County, California. *See* Declaration of Gillian L. Wade re: Venue Pursuant to Cal. Civ.  
8 Code § 1780(d), filed concurrently herewith.

9 **III. PARTIES**

10 6. Plaintiff LAVERNE YOUNG is a California resident and citizen over the age of  
11 sixty-five (65). Plaintiff Young purchased the Products at issue during the Class Period—  
12 defined below—from a retail location owned and/or controlled by Defendants called “Infinite  
13 Beauty” that is located in the Westfield Galleria at Roseville mall in Placer County, California.  
14 Plaintiff Young was injured in fact and lost money as a result of Defendants’ improper conduct.

15 7. Plaintiff LAVONNE CARROLL is a California resident and citizen over the age  
16 of sixty-five (65). Plaintiff Carroll purchased the Products at issue during the Class Period—  
17 defined below—from a retail location owned and/or controlled by Defendants called “Infinite  
18 Beauty” that is located in the Westfield Galleria at Roseville mall in Roseville, Placer County,  
19 California. Plaintiff Carroll was injured in fact and lost money as a result of Defendants’  
20 improper conduct.

21 8. Defendant Infinite Beauty promoted, marketed, and distributed the Products at  
22 issue in this jurisdiction. Infinite Beauty is a Florida corporation, with its principal place of  
23 business located in Florida. Upon information and belief, Infinite Beauty owns, controls, or is  
24 otherwise an agent of Gold Elements and/or PRGI.

25 9. Defendant Gold Elements manufactured, promoted, marketed, and distributed the  
26 Products at issue in this jurisdiction. Gold Elements is a California corporation, with its principal  
27 place of business located in California. Upon information and belief, Gold Elements owns,  
28 controls, or is otherwise an agent of Infinite Beauty and/or PRGI.

1           10. Defendant PRGI, upon information and belief, owns, controls, or is otherwise an  
2 agent of Gold Elements and/or Infinite Beauty. PRGI is a Florida corporation, with its principal  
3 place of business located in Florida.

4           11. The true names and capacities of the Defendants sued herein as DOES 1 through  
5 100, inclusive, are currently unknown to Plaintiffs, who therefore sue such Defendants by  
6 fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for  
7 the unlawful acts alleged herein. Plaintiffs will seek leave of Court to amend this Complaint to  
8 reflect the true names and capacities of the DOE Defendants when such identities become  
9 known.

10           12. The Products' advertising relied upon by Plaintiffs was prepared and/or approved  
11 by Defendants and their agents, and was disseminated by Defendants and their agents through  
12 advertising containing the misrepresentations alleged herein.

13           13. The advertising for the Products was designed to encourage consumers to  
14 purchase the Products and reasonably misled the reasonable consumer, *i.e.* Plaintiffs and the  
15 Classes into purchasing the Products.

16           14. Defendants own, manufacture, and distribute the Products, and are the companies  
17 that created and/or authorized the unlawful, fraudulent, unfair, misleading and/or deceptive  
18 advertising for the Products.

19           15. Plaintiffs allege that, at all times relevant herein, Defendants and their  
20 subsidiaries, affiliates, and other related entities, as well as their respective employees, were the  
21 agents, servants and employees of Defendants, and at all times relevant herein, each were acting  
22 within the course and scope of that agency and employment.

23           16. Plaintiffs further allege on information and belief that at all times relevant herein,  
24 the distributors and retailers who delivered and sold the Products, as well as their respective  
25 employees, also were Defendants' agents, servants, and employees, and at all times herein, each  
26 were acting within the course and scope of that agency and employment.

27           17. In addition, Plaintiffs allege that, in committing the wrongful acts alleged herein,  
28 Defendants, in concert with their subsidiaries, affiliates, and/or other related entities and their

1 respective employees, planned, participated in, and furthered a common scheme to induce  
2 members of the public to purchase the Products by means of untrue, misleading, deceptive,  
3 and/or fraudulent representations or omissions, and that Defendants participated in the making of  
4 such representations in that it disseminated those misrepresentations and/or caused them to be  
5 disseminated.

6 18. Whenever reference in this Complaint is made to any act by Defendants or their  
7 subsidiaries, affiliates, distributors, retailers, and other related entities, such allegation shall be  
8 deemed to mean that the principals, officers, directors, employees, agents, and/or representatives  
9 of Defendants committed, knew of, performed, authorized, ratified, and/or directed that act or  
10 transaction on behalf of Defendants while actively engaged in the scope of their duties.

11 **IV. FACTUAL ALLEGATIONS**

12 19. Upon information and belief, Infinite Beauty is a premium skincare and cosmetics  
13 company operating in retail locations throughout the country, including its location in the  
14 Westfield Galleria at Roseville mall in Roseville, Placer County, California (the “Mall”).

15 20. On or about May 7, 2014, Plaintiffs approached an Infinite Beauty kiosk located  
16 on the first floor of the Mall.

17 21. To induce Plaintiffs to purchase Defendants' skincare products, including the  
18 Products, Plaintiffs were provided with a “free skincare consultation” and voucher for a  
19 complimentary facial.

20 22. During the “free skincare consultation,” Plaintiffs learned about Defendants’  
21 skincare products, including the Products, which were promised to be capable of providing the  
22 same results as a face-lift, but without the need for surgery.

23 23. Plaintiffs reserved a time that day to see an aesthetician in order to accept  
24 Defendants’ complimentary facial.

25 24. However, upon arrival for the complimentary facials, Plaintiffs were approached  
26 by one of Defendants’ sales agents, Keren.

27 25. Keren explained to Plaintiffs that the Products were capable of lifting and  
28 tightening Plaintiffs’ skin.

1           26.    The Products were applied to one side of each of their faces in order to  
2 demonstrate the Products' immediate effectiveness.

3           27.    During this time, Keren further promised that not only would the Products  
4 provide the same results as a surgical face-lift, but without the need for surgery, but that the  
5 Products' effects would last for fifteen years, while an ordinary surgical face-lift would last for  
6 only approximately five years.

7           28.    But, in order to receive these promised tremendous results, Plaintiffs were told  
8 that they would need to sign up for an entire year's program with Defendants.

9           29.    The one-year program to produce the lasting fifteen-year post-face-lift results  
10 entailed purchase of the Products and regular use of the Products for a year, as well as attending  
11 monthly facials at Defendants' location, where the Products were to be professionally applied.

12           30.    Upon information and belief, such representations that the results from using the  
13 Products would last for fifteen years after completion of the one-year program were uniformly  
14 communicated to prospective customers of Defendants' Products and were part of the marketing  
15 and advertising scheme of the Products.

16           31.    Defendants do not, nor did they cite to any clinical studies or trials they have  
17 conducted or commissioned on the purported benefits of the Products because, presumably, they  
18 have never conducted or commissioned any. Despite this lack of competent and reliable  
19 scientific evidence, Defendants introduced the Products into the marketplace in order to profit  
20 from them, thereby prioritizing profits ahead of customers.

21           **A. PLAINTIFFS' PURCHASE AND USE OF THE PRODUCTS**

22           32.    Based upon Defendants' representations, Plaintiffs both purchased the entire one-  
23 year program, for \$4,000.00—each.

24           33.    For six months, Plaintiffs regularly and correctly applied the Products as  
25 instructed, and faithfully attended each required monthly facial at Defendants' Mall location.

26           34.    It was during these monthly facials that Plaintiffs became acquainted with an  
27 aesthetician named Rose, who administered Plaintiffs' facials.

28

1 35. After six months of regularly adhering to all instructions regarding the Products  
2 and the program Plaintiffs paid for, Plaintiffs asked for Rose’s professional opinion regarding the  
3 progress she saw in Plaintiffs’ skin.

4 36. Rose responded that although she observed that Plaintiffs’ skin appeared to be  
5 maintaining its appearance after six months in the program, she did not see any improvement.

6 37. Rose also informed Plaintiffs that such lack of promised results from Defendants’  
7 Products was not new in her experience.

8 38. Thereafter, in October 2014, Plaintiff Carroll approached Defendants’ sales agent,  
9 Keren, regarding Plaintiff’s lack of progress despite faithfully adhering to Defendants’  
10 instructions on using the Products to see the nonsurgical face-lift results that would last fifteen  
11 years.

12 39. Keren’s solution to Plaintiff Carroll’s complaints was to offer Plaintiff Carroll  
13 another line of products that, this time, would surely “do the job.”

14 40. However, Plaintiff Carroll was required to put a “down payment” of an additional  
15 \$300.00 in order to obtain these newer, allegedly better skincare products.

16 41. Plaintiff Carroll paid the \$300.00 “down payment” and was given two vouchers  
17 for “complimentary facials.”

18 42. However, Defendants refused to honor the “complimentary facials” when the  
19 Plaintiffs attempted to use them. Defendants never responded to Plaintiff Carroll regarding the  
20 mysterious newer, better skincare products for which she paid a \$300.00 “down payment.”

21 43. Plaintiffs nevertheless continued faithfully and regularly to use Defendants’  
22 Products and to attend Defendants’ required monthly facials for the duration of the one-year  
23 term.

24 44. At the close of the one-year term, after having spent \$4,000.00 each for the  
25 Products and services offered by Defendants (as well as an additional \$300.00 “down payment”  
26 for newer, better products that never materialized). Plaintiffs’ skin did not improve to the level  
27 one would expect from a face-lift, let alone last for fifteen years as promised. In fact, Plaintiffs’  
28 skin Plaintiffs’ skin had not improved at all.

1           45. Plaintiffs and members of the putative Classes purchased the Products in reliance  
2 on Defendants' material claims and/or omissions that the Products would provide the same  
3 results as a face-lift, but without the need for surgery and, moreover, that such results would last  
4 for fifteen years.

5           46. Plaintiffs and members of the putative Classes read and relied on Defendants'  
6 misrepresentations and/or omissions in making their decisions to purchase the Products.  
7 Specifically, Plaintiffs perceived, read, and relied on the statements on the Products, such as  
8 "face-lift cream" and "face-lift serum" and, therefore, reasonably believed that using the  
9 Products would provide the same results to the consumers' skin as if the same had undergone a  
10 surgical face-lift. The Products' labels are attached hereto as **Exhibit 1**, and incorporated herein.

11           47. These misrepresentations on the Products' labels were reinforced by Defendants'  
12 sales agents' misrepresentations that using the Products would not only provide the same results  
13 as a surgical face-lift but without the need for surgery, but that such results would last longer  
14 than a surgical face-lift (fifteen years as opposed to five years). Thus, the Defendants represent  
15 the Products as working better and *more* effectively than a surgical procedure designed to treat  
16 and/or correct skin.

17           48. Consumers frequently rely on label representations and information provided by  
18 sales agents in making purchase decisions.

19           49. Plaintiffs and members of the putative Classes were among the intended  
20 recipients of Defendants' deceptive representations and/or omissions. Plaintiffs and members of  
21 the putative Class reasonably relied to their detriment on Defendants' misleading representations  
22 and/or omissions.

23           50. Defendants' false, misleading, and deceptive misrepresentations and/or omissions  
24 are likely to continue to deceive and mislead reasonable consumers and the general public, as  
25 they have already deceived and misled Plaintiffs and members of the putative Classes.

26           51. Defendants made the deceptive representations and/or omissions related to the  
27 Products with the intent to induce Plaintiffs' and members of the putative Classes' purchase of  
28 the Products.



1           52. Defendants' deceptive representations and/or omissions are material in that a  
2 reasonable person would attach importance to such information and would be induced to act  
3 upon such information in making purchase decisions.

4           53. Plaintiffs and members of the putative Classes relied upon Defendants'  
5 misleading and deceptive representations and/or omissions.

6           54. The materiality of those representations and/or omissions also establishes  
7 causation between Defendants' conduct and the injuries sustained by Plaintiffs and members of  
8 the putative Class.

9           55. As an immediate, direct, and proximate result of Defendants' false, misleading,  
10 and deceptive representations and/or omissions, Defendants injured Plaintiffs and members of  
11 the putative Classes in that Plaintiffs and members of the putative Classes:

- 12           a. paid a sum of money for the Products that were not as represented;
- 13           b. were deprived the benefit of the bargain because the Products they  
14 purchased were different from what Defendants warranted;
- 15           c. were deprived the benefit of the bargain because the Products they  
16 purchased had less value than what Defendants represented;
- 17           d. did not receive Products that measured up to their expectations, as created  
18 by Defendants;
- 19           e. received Products that were of a different quality than what Defendants  
20 promised; and
- 21           f. were denied the benefit of truthful product labels.

22           56. Plaintiffs and members of the putative Classes would not have purchased the  
23 Products if they had known that the Products cannot provide the same results as a face-lift but  
24 without the need for surgery.

25           57. Plaintiffs and members of the putative Classes would have also not purchased the  
26 Products if they had known that after using the Products for one year as instructed, their skin  
27 would not remain the same and in that condition for fifteen years thereafter.

1           58.     Alternatively, Plaintiffs and members of the putative Classes would not have  
2 purchased the Products at the price paid had they known that the Products cannot produce the  
3 effects of a face-lift but without the need for surgery.

4           59.     Similarly, Plaintiffs and members of the putative Classes alternatively would not  
5 have purchased the Products at the price paid had they known that using the Products for one  
6 year as instructed would not cause Plaintiffs' skin to remain in that same condition for fifteen  
7 years.

8           60.     Had Defendants not made the false, misleading, and deceptive representations  
9 and/or omissions, Plaintiffs and members of the putative Classes would not have been  
10 economically injured.

11           61.     Plaintiffs and members of the putative Classes all paid money for the Products.  
12 However, Plaintiffs and members of the putative Classes did not obtain the full value of the  
13 advertised Products due to Defendants' misrepresentations and/or omissions. Plaintiffs and  
14 members of the putative Classes purchased, purchased more of, or paid more for the Products  
15 than they would have, had they known the truth about the Products.

16           62.     Accordingly, Plaintiffs and members of the putative Classes have suffered injury  
17 in fact, lost money or property, and suffered economic damages as a result of Defendants'  
18 wrongful conduct.

19           63.     Therefore, Plaintiffs and members of the putative Classes are entitled to equitable  
20 relief, including, but not limited to, injunctive relief, restitution, and/or disgorgement.

21           64.     Plaintiffs and members of the putative Classes seek injunctive relief in the form of  
22 an Order prohibiting Defendants from selling the Products with the "face-lift" label on them.

23           65.     Plaintiffs and members of the putative Classes seek injunctive relief in the form of  
24 an Order prohibiting Defendants from representing that the effects of the Products last for fifteen  
25 years.

26           66.     Plaintiffs also seek restitution for monies wrongfully obtained by Defendants and  
27 disgorgement of all ill-gotten revenues and/or profits from the sale of the Products.  
28

1 67. Consumers do not reasonably expect Products that are labeled as “face-lift”  
2 creams and/or serums and whose results are promised to last for fifteen years after using the  
3 Products for one year, not to provide any results and, thus is not what reasonable consumers like  
4 Plaintiffs and the putative Class, bargained for in purchasing the Products.

5 **V. CLASS ALLEGATIONS**

6 68. Plaintiffs re-allege and fully incorporate by reference all allegations set forth in  
7 the preceding paragraphs as if fully set forth herein verbatim.

8 69. Plaintiffs bring this class action pursuant to Fed. R. Civ. P. Rule 23, seeking  
9 certification of Plaintiffs’ claims and certain issues in this action on behalf two different Classes  
10 (hereinafter collectively referred to as the “Plaintiff Classes” or “Classes”) consisting of:

11 **Class:** All California purchasers of at least one of the Products which contained  
12 the statement “face-lift cream” or “face-lift serum” since February 24, 2013 (the  
13 “Consumer Class”); and

14 **Senior Subclass:** All members of the Consumer Class who had reached the age of  
15 sixty-five (65) at the time they purchased the Product (the “Seniors Class”).

16 70. Excluded from the Plaintiff Classes are governmental entities, Defendants, any  
17 entity in which Defendants have a controlling interest, and Defendants’ officers, directors,  
18 affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries, and assigns.  
19 Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter  
20 and the members of their immediate families and judicial staff.

21 71. Plaintiffs reserve the right to amend or modify the class descriptions by making it  
22 more specific or dividing the class members into subclasses or limiting the issues.

23 72. **NUMEROSITY:** Plaintiffs are informed and believe, and on that basis allege,  
24 that the Plaintiff Classes are so numerous that individual joinder of all members would be  
25 impracticable. Based on the annual sales of the Products and the popularity of the Products, it is  
26 apparent that the number of consumers of the Products would be so large as to make joinder  
27 impossible as the Classes are comprised of thousands of consumers geographically dispersed  
28 throughout the United States. While the exact number of Class members is currently unknown,  
such information can be ascertained through appropriate discovery.

1           73.    COMMONALITY: Defendants’ practices and omissions were applied uniformly  
2 to all members of the Plaintiff Classes, so that the questions of law and fact are common to all  
3 members of the Classes. All members of the putative Classes were and are similarly affected by  
4 having purchased and used the Products, and the relief sought herein is for the benefit of Plaintiff  
5 and members of the putative Classes.

6           74.    PREDOMINANCE. Questions of law and fact common to the Plaintiff Classes  
7 exist that predominate over questions affecting only individual members, including, *inter alia*:

8                   (a)   Whether Defendants’ practices and representations made in connection  
9                   with the advertising, marketing, promotion, and sales of the Products  
10                   violated California’s Consumer Legal Remedies Act (CLRA), Cal. Civil  
11                   Code § 1750, *et seq.*;

12                   (b)   Whether Defendants’ practices and representations made in connection  
13                   with the advertising, marketing, promotion, and sales of the Products  
14                   violated section 1780(b) of the CLRA;

15                   (c)   Whether Defendants’ practices and representations made in connection  
16                   with the advertising, marketing, promotion, and sales of the Products  
17                   violated California’s False Advertising Law (FAL), Cal. Bus. & Prof.  
18                   Code § 17500, *et seq.*;

19                   (d)   Whether Defendants’ practices and representations made in connection  
20                   with the advertising, marketing, promotion, and sales of the Products was  
21                   fraudulent, unlawful or unfair in any respect, thereby violating  
22                   California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§  
23                   17200 *et seq.*;

24                   (e)   Whether Defendants’ practices and representations made in connection  
25                   with the advertising, marketing, promotion, and sales of the Products  
26                   breached an express warranty or warranties Defendants made to Plaintiffs  
27                   and members of the putative classes; and

28                   (f)   Whether Defendants’ conduct as set forth above injured consumers, and if

1 so, the extent of the injury.

2 75. TYPICALITY: The claims asserted by Plaintiffs in this action are typical of the  
3 claims of the members of the Plaintiff Classes, as the claims arise from the same course of  
4 conduct by Defendants, all members of the Classes have been similarly affected by Defendants'  
5 course of conduct, and the relief sought is common.

6 76. ADEQUACY: Plaintiffs will fairly and adequately represent and protect the  
7 interests of the members of the Plaintiff Classes. Plaintiffs have no interest adverse to the  
8 interests of the other Class members. Plaintiffs have retained competent counsel with substantial  
9 experience in both consumer protection and class action litigation, who are committed to  
10 vigorously prosecuting this action on behalf of the Classes.

11 77. SUPERIORITY: A class action is superior to other available methods for the fair  
12 and efficient adjudication of the present controversy, in that it will permit a large number of  
13 claims to be resolved in a single forum simultaneously, efficiently, and without the unnecessary  
14 hardship that would result from the prosecution of numerous individual actions and the  
15 duplication of discovery, effort, expense and burden on the courts that individual actions would  
16 engender. The benefits of proceeding as a class action, including providing a method for  
17 obtaining redress for claims that would not be practical to pursue individually, are far superior  
18 than any difficulties that might be argued with regard to the management of this class action.  
19 This superiority makes class litigation superior to any other method available for the fair and  
20 efficient adjudication of these claims. Absent a class action, it would be highly unlikely that the  
21 representative Plaintiffs or any other members of the Classes would be able to protect their own  
22 interests because the cost of litigation through individual lawsuits might exceed expected  
23 recovery.

24 78. Certification of this class action is appropriate because the questions of law or fact  
25 common to the respective members of the Plaintiff Classes predominate over questions of law or  
26 fact affecting only individual members. Certification also is appropriate because Defendants  
27 acted, or refused to act, on grounds generally applicable to the Classes, thereby making  
28 appropriate the relief sought on behalf of the Class as a whole. Further, given the large number

1 of consumers of the Products, allowing individual actions to proceed in lieu of a class action  
2 would run the risk of yielding inconsistent and conflicting adjudications. Certification of  
3 Plaintiffs' claims for class-wide treatment is also appropriate because Plaintiffs can prove the  
4 elements of their claims on a class-wide basis using the same evidence as would be used to prove  
5 those elements in individual actions alleging the same claims.

6 79. Notice to the members of the Plaintiff Classes may be accomplished  
7 inexpensively, efficiently, and in a manner best designed to protect the rights of all Class  
8 members. Class notice can be directly sent to individual members of the Classes because  
9 Defendants' own records and documents identify all members of the Classes and contain their  
10 contact information.

11  
12 **VI. CAUSES OF ACTION**

13 **COUNT I**  
14 **FOR VIOLATIONS OF CAL. CIV. CODE §§ 1750, et seq.**  
**(on behalf of the Consumer Class and the Seniors Class)**

15 80. The foregoing paragraphs are alleged herein and are incorporated herein by  
16 reference.

17 81. Plaintiffs bring this claim under the Consumer Legal Rights Act, Civil Code  
18 section 1750, *et seq.*, (the "CLRA"), on behalf of themselves and the Classes against Defendants.

19 82. At all times relevant hereto, Plaintiffs and members of the Classes were  
20 "consumer[s]," as defined in Civil Code section 1761(d).

21 83. At all times relevant hereto, Defendants constituted "persons," as defined in Civil  
22 Code section 1761(c).

23 84. At all times relevant hereto, the Products manufactured, marketed, advertised, and  
24 sold by Defendants constituted "goods," as defined in Civil Code section 1761(a).

25 85. The purchases of the Products by Plaintiffs and members of the Classes were and  
26 are "transactions" within the meaning of California Civil Code section 1761(e).

27 86. Defendants disseminated, or caused to be disseminated, through its advertising—  
28 including the Products' "face-lift" labeling and through Defendants' sales agents in Infinite

1 Beauty store locations—false and/or misleading representations that the Products produce the  
2 results of a face-lift but without the need for surgery, and that such results will last for fifteen  
3 years, after using the Products for one year as instructed. Defendants’ representations violate the  
4 CLRA in at least the following respects:

- 5 a. In violation of Civil Code § 1770(a)(5), Defendants represented that the Products  
6 have characteristics, ingredients, uses, and benefits which they do not have;
- 7 b. In violation of Civil Code § 1770(a)(7), Defendants represented that the Products  
8 are of a particular standard, quality, or grade, which they are not;
- 9 c. In violation of Civil Code § 1770(a)(9), Defendants advertised the Products with  
10 an intent not to sell the Products as advertised;
- 11 d. In violation of Civil Code § 1770(a)(14), Defendants represented that the  
12 purchase of the Products confers or involves rights, remedies, or obligations which it  
13 does not have or involve, or which are prohibited by law; and
- 14 e. In violation of Civil Code § 1770(a)(16), Defendants represented that the subject  
15 of the sale of the Products has been supplied in accordance with a previous  
16 representation when it has not.

17 87. Defendants’ representations were misleading because the Products cannot  
18 produce the same results as a face-lift without surgery and such results cannot last for fifteen  
19 years.

20 88. Plaintiffs and members of the Classes purchased the Products for personal use, in  
21 reliance on Defendants’ false and misleading material claims that using the Products would  
22 produce the same results as a face-lift but without the need for surgery, and that such results  
23 would last for fifteen years. However, Plaintiffs received Products that did not produce the same  
24 results as a face-lift and Plaintiffs’ skin, upon information and belief, will not remain unchanged  
25 for fifteen years, after having used the Products for one year as instructed.

26 89. Plaintiffs and members of the Classes have standing to pursue this claim because  
27 they have suffered injury in fact and have lost money or property as a result of Defendants’  
28

1 actions as set forth herein. Plaintiffs would not have purchased the Products if they had known  
2 the Products are not capable of working as advertised.

3 90. Defendants knew that the Products are not capable of working as advertised.

4 91. Defendants' actions as described herein were done with conscious disregard of  
5 Plaintiffs' rights, and Defendants were wanton and malicious in their concealment of the same.

6 92. Defendants' wrongful business practices constituted, and constitute, a continuing  
7 course of conduct in violation of the CLRA since Defendants are still representing that the  
8 Products have characteristics and abilities which the Products do not have, and have thus injured  
9 Plaintiffs and members of the Classes.

10 93. Pursuant to California Civil Code section 1780(a), Plaintiffs and members of the  
11 Classes seek an order enjoining Defendants from engaging in the methods, acts, and practices  
12 alleged herein. Plaintiffs and members of the Classes shall be irreparably harmed if such an order  
13 is not granted.

14 94. Pursuant to Civil Code section 1782, Plaintiffs notified PRGI on or about  
15 September 28, 2015 (via letter) of the alleged violations of section 1770 and demanded that the  
16 same be corrected. Defendants Infinite Beauty and Gold Elements were served with similar  
17 letters on or about December 8, 2016. Defendants would not agree to the requested relief. Thus,  
18 Plaintiffs now also seek an award of actual damages, restitution of money to Plaintiffs and the  
19 Classes, punitive damages, attorneys' fees and costs, and other relief this Court deems proper, in  
20 accordance with Civil Code section 1782(a) and (d).

21 **COUNT II**  
22 **VIOLATION OF CAL. CIV. CODE §§ 1750, et seq.**  
23 **(on behalf of the Seniors Class only)**

24 95. The foregoing paragraphs are alleged herein and are incorporated herein by  
25 reference.

26 96. Plaintiffs, on behalf of themselves and the Senior Class, bring this claim under  
27 Civil Code section 1750, *et seq.*, (the "CLRA") and specifically Civil Code section 1780(b),  
28 which awards a civil penalty to "each class member" if the Defendants' conduct is directed at a  
class of persons who are senior citizens and/or disabled. *See* Cal. Civ. Code § 1780(b).



1           97. Plaintiffs and all members of the Seniors Class are over the age of 65 and,  
2 therefore, are “senior citizens” within the meaning of the Civil Code section 1761(f).

3           98. As detailed above, Defendants disseminated, or caused to be disseminated,  
4 through their advertising—including the Products’ “face-lift” labeling and through Defendants’  
5 sales agents in Infinite Beauty store locations—false and/or misleading representations that the  
6 Products produce the results of a face-lift but without the need for surgery, and that such results  
7 will last for fifteen years, after using the Products for one year as instructed. Defendants’  
8 representations violate the CLRA in at least the following respects:

9           a. In violation of Civil Code § 1770(a)(5), Defendants represented that the Products  
10 have characteristics, ingredients, uses, and benefits which they do not have;

11           b. In violation of Civil Code § 1770(a)(7), Defendants represented that the Products  
12 are of a particular standard, quality, or grade, which they are not;

13           c. In violation of Civil Code § 1770(a)(9), Defendants advertised the Products with  
14 an intent not to sell the Products as advertised;

15           d. In violation of Civil Code § 1770(a)(14), Defendants represented that the  
16 purchase of the Products confers or involves rights, remedies, or obligations which it  
17 does not have or involve, or which are prohibited by law; and

18           e. In violation of Civil Code § 1770(a)(16), Defendants represented that the subject  
19 of the sale of the Products has been supplied in accordance with a previous  
20 representation when it has not.

21           99. Defendants’ representations were misleading because the Products cannot  
22 produce the same results as a face-lift without surgery and such results cannot last for fifteen  
23 years.

24           100. Plaintiffs and members of the Seniors Class purchased the Products for personal  
25 use, in reliance on Defendants’ false and misleading material claims that using the Products  
26 would produce the same results as a face-lift but without the need for surgery, and that such  
27 results would last for fifteen years. However, Plaintiffs received Products that did not produce  
28

1 the same results as a face-lift and Plaintiffs' skin, upon information and belief, will not remain  
2 unchanged for fifteen years, after having used the Products for one year as instructed.

3 101. Plaintiffs and members of the Seniors Class have standing to pursue this claim  
4 because they have suffered injury in fact and have lost money or property as a result of  
5 Defendant's actions as set forth herein. Plaintiffs would not have purchased the Products if they  
6 had known the Products are not capable of working as advertised.

7 102. Plaintiffs and members of the Seniors Class suffered substantial economic  
8 damage as a result of purchasing the Products, which cost thousands of dollars for a single year's  
9 use.

10 103. Defendants knew that the Products are not capable of working as advertised and  
11 knew or should have known that its conduct was directed at one or more senior citizens. Indeed,  
12 upon information and belief, Defendants targeted senior citizens because senior citizens are  
13 particularly susceptible to purchasing products promising the same results from a face-lift but  
14 without the need for surgery, especially where those results are promised to last for fifteen years,  
15 and therefore, are more easily deceived into paying substantial sums of money for the Products,  
16 even where such money has been set aside for retirement, was received from pension plans,  
17 retirement plans, or government benefits programs, or was otherwise designated to maintain the  
18 health and welfare of the senior citizen. Defendants' actions as described herein were done with  
19 wanton and malicious disregard of Plaintiffs' and the Seniors Class' rights.

20 104. Pursuant to Civil Code section 1782, Plaintiffs notified PRGI on or about  
21 September 28, 2015 (via letter) of the alleged violations of section 1770 and demanded that the  
22 same be corrected. Defendants Infinite Beauty and Gold Elements were served with similar  
23 letters on or about December 8, 2016. Defendants would not agree to the requested relief. Thus,  
24 Plaintiffs now also seek an award of actual damages, restitution of money to Plaintiffs and the  
25 Senior Class, punitive damages, attorneys' fees and costs, and other relief this Court deems  
26 proper, in accordance with Civil Code section 1782(a) and (d).

27

28

1           105. In addition to the remedies sought in the preceding paragraph, Plaintiffs and each  
2 member of the Seniors Class seek and are entitled to a \$5,000.00 civil penalty as set forth in  
3 section 1780(b).

4   **Count III**  
5   **VIOLATION OF CALIFORNIA’S FALSE ADVERTISING LAW**  
6   **CAL. BUS. & PROF. CODE §§ 17500, et seq.**  
   **(on behalf of the Consumer Class and the Seniors Class)**

7           106. The foregoing paragraphs are alleged herein and are incorporated herein by  
8 reference.

9           107. Plaintiffs bring this claim under California Business and Professions Code section  
10 17500, *et seq.* on behalf of themselves and the Classes against Defendants.

11           108. Business & Professions Code section 17500 provides that it is unlawful for any  
12 person or corporation, or any employee thereof “with intent directly or indirectly to dispose of  
13 real or personal property . . . or to induce the public to enter into any obligation relating thereto,  
14 to make or disseminate or cause to be made or disseminated before the public in this state, or to  
15 make or disseminate or cause to be made or disseminated from this state before the public in any  
16 state in any newspaper or other publication, or any advertising device, or by public outcry or  
17 proclamation, or in any other manner or means whatever, including over the Internet, any  
18 statement, concerning that real or personal property . . . , or concerning any circumstance or  
19 matter of fact connected with the proposed performance or disposition thereof, which is untrue or  
20 misleading, and which is known, or which by the exercise of reasonable care should be known,  
21 to be untrue or misleading . . . .”

22           109. In its advertising for the Products—including the Products’ “face-lift” labeling  
23 and through sales agents in Infinite Beauty store locations—Defendants make false and  
24 misleading statements that the Products produce the results of a face-lift but without the need for  
25 surgery, and that such results will last for fifteen years, after using the Products for one year as  
26 instructed.

27           110. Defendants engaged in the deceptive conduct alleged hereinabove by  
28 disseminating, or causing to be disseminated, untrue representations regarding the Products, with

1 the intent to induce the public to purchase the Products. Defendants' representations are  
2 unlawful because the Products cannot produce the same results as a face-lift absent surgery and  
3 such results cannot last for fifteen years, after using the Products for one year as instructed.

4 111. Plaintiffs and members of the Classes purchased the Products in reliance on  
5 Defendants' false and misleading claims about the Products and, because the misrepresentations  
6 and omissions were uniform and material, presumably believed that the Products would produce  
7 the same results as a face-lift but without the need for surgery and that such results would last for  
8 fifteen years, after using the Products for one year as instructed. However, Plaintiffs received  
9 Products that did not produce the same results as a face-lift and Plaintiffs' skin, upon information  
10 and belief, will not remain unchanged for fifteen years after using the Products for one year as  
11 instructed.

12 112. At the time it made and disseminated the statements alleged herein, Defendants  
13 knew or should have known that the statements were untrue, deceptive, or misleading, and  
14 therefore it acted in violation of the False Advertising Law.

15 113. As a direct and proximate result of Defendants' wrongful conduct, Plaintiffs and  
16 other members of the Classes have suffered injury in fact, having incurred substantial monetary  
17 and non-monetary damage. Plaintiffs would not have purchased the Products had they known  
18 about the massive fraud perpetrated by Defendants.

19 114. Pursuant to Business & Professions Code section 17535, Plaintiffs and the  
20 members of the Classes seek an order of this Court enjoining Defendants from engaging in the  
21 false advertising alleged herein in connection with the sale of the Products. Additionally,  
22 Plaintiffs request an order awarding Plaintiffs and the Classes restitution of the money  
23 wrongfully acquired by Defendants by means of the false advertising alleged herein.

24 115. Pursuant to Civil Code section 3287(a), Plaintiffs, and other members of the  
25 Classes are further entitled to pre-judgment interest as a direct and proximate result of  
26 Defendants' wrongful conduct. The amount of which interest is to be calculated is a sum certain  
27 and capable of calculation, and Plaintiffs and other members of the Classes are entitled to interest  
28 in an amount according to proof.

**COUNT IV**  
**VIOLATION OF THE UNFAIR AND FRAUDULENT PRONGS OF CALIFORNIA'S**  
**UNFAIR COMPETITION LAW, CAL. BUS. & PROF. CODE §§ 17200, et seq.**  
**(on behalf of the Consumer Class and the Seniors Class)**

116. The foregoing paragraphs are alleged herein and are incorporated herein by reference.

117. Plaintiffs bring this claim under the “unfair” and “fraudulent” prongs of California’s Unfair Competition Law, Business and Professions Code section 17200, *et seq.*, on behalf of themselves and the Classes against Defendants.

118. Business & Professions Code sections 17200 *et seq.* prohibits all unlawful, unfair, or fraudulent business practices and acts. Said statute is liberally construed to protect the public.

119. Defendants committed “unfair” business acts or practices by, among other things: (1) engaging in conduct where the utility of such conduct, if any, is outweighed by the gravity of the consequences to Plaintiffs and members of the Classes; (2) engaging in conduct that is immoral, unethical, oppressive, unscrupulous, or substantially injurious to Plaintiffs and members of the Classes; and (3) engaging in conduct that undermines or violates the spirit or intent of the consumer protection laws alleged in this Class Action Complaint.

120. As detailed above, Defendants’ unfair and/or fraudulent practices include disseminating false and/or misleading representations, through its marketing and advertising—including the Products’ “face-lift” labeling and through Defendants’ sales agents in Infinite Beauty store locations—that the Products produce the results of a face-lift but without the need for surgery, and that such results will last for fifteen years, after using the Products for one year as instructed.

121. Defendants’ Products cannot, in fact, produce the same results as a face-lift absent surgery and such results cannot last for fifteen years, after using the Products for one year as instructed.

122. Defendants are aware that the claims or omissions it has made about the Products were and continue to be false and misleading.

123. Defendants had an improper motive—profit before accurate marketing—in its practices related to the deceptive labeling and advertising of the Products, as set forth above.

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

3           125. Plaintiffs and members of the Classes were misled and, because Defendants'  
4 misrepresentations and omissions were uniform and material, presumably believed that the  
5 Products would produce the same results as a face-lift but without the need for surgery and that  
6 such results would last for fifteen years, after using the Products for one year as instructed.

7           126. As a result of Defendants' unfair and/or fraudulent practices, Plaintiffs and  
8 members of the Classes paid for the Products in reliance on Defendants' false and/or misleading  
9 representations. However, Plaintiffs received Products that did not produce the same results as a  
10 face-lift and Plaintiffs' skin, upon information and belief, will not remain unchanged for fifteen  
11 years, after having used the Products for one year as instructed.

12           127. Plaintiffs would not have purchased the Products, but for Defendants'  
13 misrepresentations that using the Products would produce the same results as a face-lift but  
14 without the need for surgery, and that such results would last for fifteen years, after using the  
15 Products for one year as instructed. Plaintiffs were injured in fact and lost money as a result of  
16 Defendants' misrepresentations and/or omissions.

17           128. Therefore, Plaintiffs have standing to pursue this claim because Plaintiffs have  
18 suffered injury in fact and has lost money or property as a result of Defendants' actions as set  
19 forth herein.

20           129. The misrepresentations Defendants make about the Products are important to  
21 reasonable consumers and constitute an unfair and fraudulent business practice within the  
22 meaning of California Business & Professions Code section 17200, *et seq.*

23           130. Defendants' business practices, as alleged herein, are unfair because: (1) the  
24 injury to consumers is substantial; (2) the injury is not outweighed by any countervailing benefits  
25 to consumers or competition; and, (3) consumers could not reasonably have avoided the  
26 information because Defendants intentionally misled the consuming public by means of the  
27 claims made with respect to the Products as set forth herein.

28

1           131. Defendants' business practices as alleged herein are fraudulent because they are  
2 likely to deceive customers into believing the Products have characteristics, uses and benefits  
3 they do not have.

4           132. In addition, Defendants' use of various forms of advertising media to advertise,  
5 including the Products' labeling, call attention to or give publicity to the sale of goods or  
6 merchandise which are not as represented in any manner, constitutes unfair competition, unfair,  
7 deceptive, untrue or misleading advertising and an unlawful business practice within the  
8 meaning of Business & Professions Code section 17200, *et seq.*

9           133. Defendants' wrongful business practices constituted, and constitute, a continuing  
10 course of conduct of unfair competition since Defendants are marketing and selling the Products  
11 in a manner likely to deceive the public.

12           134. Defendants have peddled, and continue to peddle, their misrepresentations  
13 through advertising in California, including the Products' "face-lift" labeling and through sales  
14 agents in Infinite Beauty store locations about the tremendous and enduring effects of the  
15 Products, specifically that after using the Products for one year the consumer's skin will have the  
16 same results as a face-lift but without the need for surgery and that such results will last for  
17 fifteen years.

18           135. The use of such unfair and fraudulent business acts and practices was and is under  
19 the sole control of Defendants, and was deceptively hidden from members of the general public  
20 in Defendants' marketing, advertising and labeling of the Products.

21           136. Plaintiffs and other members of the Classes were misled and, because the  
22 misrepresentations and omissions were uniform and material, presumably believed that the  
23 Products would produce the same results as a face-lift but without the need for surgery and that  
24 such results would last for fifteen years, after using the Products for one year as instructed, and,  
25 as a result, Plaintiffs purchased the Products.

26           137. As purchasers and consumers of Defendants' Products, and as members of the  
27 general public who purchased and used the Products, Plaintiffs and the Classes are entitled to and  
28 bring this class action seeking all available remedies under the UCL.

1 138. Pursuant to Business & Professions Code section 17203, Plaintiff, individually  
2 and on behalf of the Classes, seeks an order of this Court enjoining Defendants from engaging in  
3 the unfair competition and fraudulent practices alleged herein in connection with the sale of the  
4 Products. Additionally, Plaintiffs request an order awarding Plaintiffs and the Classes restitution  
5 of the money wrongfully acquired by Defendants by means of the unfair competition alleged  
6 herein.

7 139. Plaintiffs and the Classes will be denied an effective and complete remedy in the  
8 absence of such an order.

9 140. Pursuant to Civil Code section 3287(a), Plaintiffs and the Classes are further  
10 entitled to pre-judgment interest as a direct and proximate result of Defendants' unfair and  
11 fraudulent business conduct. The amount on which interest is to be calculated is a sum certain  
12 and capable of calculation, and Plaintiffs and the Classes are entitled to interest in an amount  
13 according to proof.

14 141. Plaintiffs request all applicable remedies, awards, damages, and relief allowable  
15 under the UCL.

16 **COUNT V**  
17 **VIOLATION OF THE UNLAWFUL PRONG OF CALIFORNIA'S**  
18 **UNFAIR COMPETITION LAW, CAL. BUS. & PROF. CODE §§ 17200, et seq.**  
19 **(on behalf of the Consumer Class and the Seniors Class)**

20 142. The foregoing paragraphs are alleged herein and are incorporated herein by  
21 reference.

22 143. Plaintiffs bring this claim under the "unlawful" prong of California's Unfair  
23 Competition Law, Business and Professions Code section 17200, *et seq.*, on behalf of themselves  
24 and the Classes against Defendants.

25 144. Business & Professions Code sections 17200 *et seq.* prohibits all unlawful, unfair,  
26 or fraudulent business practices and acts. Said statute is liberally construed to protect the public.

27 145. As detailed above, Defendants' unfair and/or fraudulent practices include  
28 disseminating false and/or misleading representations, through its marketing and advertising—  
including the Products' "face-lift" labeling and through Defendants' sales agents in Infinite



1 Beauty store locations—that the Products produce the results of a face-lift but without the need  
2 for surgery, and that such results will last for fifteen years, after using the Products for one year  
3 as instructed.

4 146. Defendants' Products cannot, in fact, produce the same results as a face-lift absent  
5 surgery and such results cannot last for fifteen years, after using the Products for one year as  
6 instructed. Defendants are aware that the claims or omissions it has made about the Products  
7 were and continue to be false and misleading.

8 147. Plaintiffs and members of the Classes were misled and, because Defendants'  
9 misrepresentations and omissions were uniform and material, presumably believed that the  
10 Products would produce the same results as a face-lift but without the need for surgery and that  
11 such results would last for fifteen years, after using the Products for one year as instructed.

12 148. As a result of Defendants' unfair and/or fraudulent practices, Plaintiffs and  
13 members of the Classes paid for the Products in reliance on Defendants' false and/or misleading  
14 representations. However, Plaintiffs received Products that did not produce the same results as a  
15 face-lift and Plaintiffs' skin, upon information and belief, will not remain unchanged for fifteen  
16 years, after having used the Products for one year as instructed.

17 149. Plaintiffs would not have purchased the Products, but for Defendants'  
18 misrepresentations that using the Products would produce the same results as a face-lift but  
19 without the need for surgery, and that such results would last for fifteen years, after using the  
20 Products for one year as instructed. Plaintiffs were injured in fact and lost money as a result of  
21 Defendants' misrepresentations and/or omissions.

22 150. Therefore, Plaintiffs have standing to pursue this claim because Plaintiffs have  
23 suffered injury in fact and has lost money or property as a result of Defendants' actions as set  
24 forth herein.

25 151. As chronicled above, Defendants' acts and practices are unlawful because they  
26 violate Civil Code sections 1770(a)(5), 1770(a)(7), 1770(a)(9), 1770(a)(14), 1770(a)(16), and the  
27 Business & Professions Code sections 17500, *et seq.*

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1           152. In addition, Defendants’ acts and practices are unlawful because they violate the  
2 California Health & Safety Code, which governs Defendants’ conduct, in that:

- 3           A. Defendants’ Products constitute a “drug” under California Health &  
4 Safety Code §109925(c), which states “‘drug’ means any of the following  
5 . . . Any article other than food, that is used or intended to affect the  
6 structure or any function of the body of human beings or any other  
7 animal.”
- 8           B. Defendants’ Products also constitute a “new drug” under California Health  
9 & Safety Code § 109980, which states “‘New drug’ means either of the  
10 following: (a) Any drug the composition of which is such that the drug is  
11 not generally recognized, among experts qualified by scientific training  
12 and experience to evaluate the safety and effectiveness of drugs, as safe  
13 and effective for use under the conditions prescribed, recommended, or  
14 suggested in the labeling or advertising thereof. (b) Any drug the  
15 composition of which is such that the drug, as a result of investigations to  
16 determine its safety and effectiveness for use under these conditions, has  
17 become so recognized, but that has not, otherwise than in the  
18 investigations, been used to a material extent or for a material time under  
19 the conditions.”
- 20           C. Defendants’ acts and practices violate California Health & Safety Code §  
21 111550(a)(1), which states “no person shall sell, deliver, or give away any  
22 new drug or new device unless it satisfies either of the following: (a) It is  
23 one of the following: (1) A new drug, and a new drug application has been  
24 approved for it and that approval has not been withdrawn, terminated, or  
25 suspended under Section 505 of the federal act (21 U.S.C. §355).”
- 26           D. Defendants’ acts and practices violate California Health & Safety Code §  
27 111550(b), which states “no person shall sell, deliver, or give away any  
28 new drug or new device unless it satisfies either of the following: (b) The  
department has approved a new drug or device application for that new  
drug or new device and that approval has not been withdrawn, terminated,  
or suspended. Any person who files a new drug or device application with  
the department shall submit, as part of the application, all of the following  
information: (1) Full reports of investigations that have been made to  
show whether or not the new drug or device is safe for use and whether  
the new drug or device is effective in use under the conditions prescribed,  
recommended, or suggested in the labeling or advertising of the new drug  
or device. (2) A full list of the articles used as components of the new drug  
or device. (3) A full statement of the composition of the new drug or  
device. (4) A full description of the methods used in, and the facilities and  
controls used for, the manufacture, processing, and packing of the new  
drug, or in the case of a new device, a full statement of its composition,  
properties, and construction, and the principles of its operation. (5)  
Samples of the new drug or device and of the articles used as components  
of the drug or device as the department may require. (6) Specimens of the  
labeling and advertisements proposed to be used for the new drug or  
device.”
- E. Defendants’ acts or practices violate California Health & Safety Code §  
111330, which states “Any drug or device is misbranded if its labeling is  
false or misleading in any particular.”
- F. Defendants’ acts and practices violate California Health & Safety Code §  
110398, which states “It is unlawful for any person to advertise any food,  
drug, device or cosmetic that is adulterated or misbranded.”

1 G. Defendants' acts and practices violate California Health & Safety Code §  
2 111440, which states "It is unlawful for any person to manufacture, sell,  
3 deliver, hold, or offer for sale any drug or device that is misbranded."

4 153. Defendants' acts and practices are also unlawful because they violate the FTC  
5 Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting  
6 commerce, and 15 U.S.C. § 52(a), which prohibits the dissemination of any false advertisement  
7 in or affecting commerce for the purpose of inducing, or which is likely to induce the purchase of  
8 food, drugs, devices, services, or cosmetics. Defendants' Products constitute a "drug" pursuant  
9 to the FTC Act, 15 U.S.C. § 55(c), because they are "articles (other than food) intended to affect  
10 the structure or any function of the body of man or other animals."

11 154. As purchasers and consumers of Defendants' Products, and as members of the  
12 general public who purchased and used the Products, Plaintiffs and the Classes are entitled to and  
13 bring this class action seeking all available remedies under the UCL.

14 155. Pursuant to Business & Professions Code section 17203, Plaintiff, individually  
15 and on behalf of the Classes, seeks an order of this Court enjoining Defendants from engaging in  
16 the unfair competition and fraudulent practices alleged herein in connection with the sale of the  
17 Products. Additionally, Plaintiffs request an order awarding Plaintiffs and the Classes restitution  
18 of the money wrongfully acquired by Defendants by means of the unfair competition alleged  
19 herein.

20 156. Pursuant to Civil Code § 3287(a), Plaintiffs and the Classes are further entitled to  
21 pre-judgment interest as a direct and proximate result of Defendants' unlawful business conduct.  
22 The amount on which interest is to be calculated is a sum certain and capable of calculation, and  
23 Plaintiffs and the Classes are entitled to interest in an amount according to proof.

24 **COUNT VI**  
**BREACH OF EXPRESS WARRANTY**  
**(on behalf of the Consumer Class and the Seniors Class)**

25 157. The foregoing paragraphs are alleged herein and are incorporated herein by  
26 reference.

27 158. Defendants disseminated, or caused to be disseminated, the deceptive  
28 representations of the Products set forth above.

1           159. Defendants' representations are false and misleading because the Products cannot  
2 produce the same results as a face-lift but without the need for surgery, and such results cannot  
3 last for fifteen years, after using the Products for one year as instructed.

4           160. Plaintiffs, and each member of the Classes, formed a contract with Defendants at  
5 the time Plaintiffs and the other members of the Classes purchased the Products. The terms of  
6 that contract include the promises and affirmations of fact made by Defendants on their  
7 Products' packaging and labeling and in the marketing, advertising, and other promotion of the  
8 Products.

9           161. These promises and affirmations of fact constitute express warranties became part  
10 of the basis of the bargain, and are part of a standardized contract between Plaintiffs and the  
11 members of the Classes on the one hand and Defendants on the other.

12           162. All conditions precedent to Defendants' liability under the contract, including  
13 notice, has been performed by Plaintiffs and the Classes.

14           163. Defendants have breached the terms of this contract, including the express  
15 warranties, with Plaintiffs and the Classes by failing to provide Products with the promised  
16 benefits described above.

17           164. As a result of Defendants' breach of their contract and warranties, Plaintiffs and  
18 the Class have been damaged in the amount of the purchase price of the Products at issue.

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**VII. PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs LAVERNE YOUNG and LAVONNE CARROLL, individually, and on behalf of all others similarly situated, pray for relief pursuant to each cause of action set forth in this Class Action Complaint, as follows:

1. For an order certifying that the action may be maintained as a class action, certifying Plaintiffs as representatives of the Classes, and designating their attorneys as Class Counsel.

2. For an award of equitable relief as follows:

(a) Enjoining Defendants from making any claims for the Products found to violate the UCL, FAL, CLRA, or the express warranties extended by Defendants, as set forth above;

(b) Requiring Defendants to provide corrective advertising; and

(c) Requiring Defendants to make full restitution of all monies wrongfully obtained as a result of the conduct described in this Class Action Complaint;

(d) Requiring Defendants to disgorge all ill-gotten gains flowing from the conduct described in this Class Action Complaint.

3. For actual damages in an amount to be determined at trial, including economic, monetary, consequential, compensatory or statutory damages, for all causes of action alleged herein.

4. For an award in the form of a civil penalty to Plaintiffs and each member of the Seniors Class, pursuant to Civ. Code § 1780(b);

5. For declaratory relief as follows:

(a) That the Court find and declare that Defendants have violated the UCL, FAL, and CLRA as set forth above;

(b) That the Court find and declare that Defendants breached the express warranties extended by Defendants as set forth above;

6. For an award of attorney's fees;

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- 7. For an award of costs;
- 8. For pre- and post-judgment interest on any amounts awarded; and
- 9. For all other relief deemed just, appropriate, or proper.


**VIII. JURY TRIAL DEMANDED**

Plaintiffs and the Class members hereby demand a trial by jury.

Respectfully Submitted,

Dated: February 24, 2017

**MILSTEIN JACKSON  
FAIRCHILD & WADE, LLP**

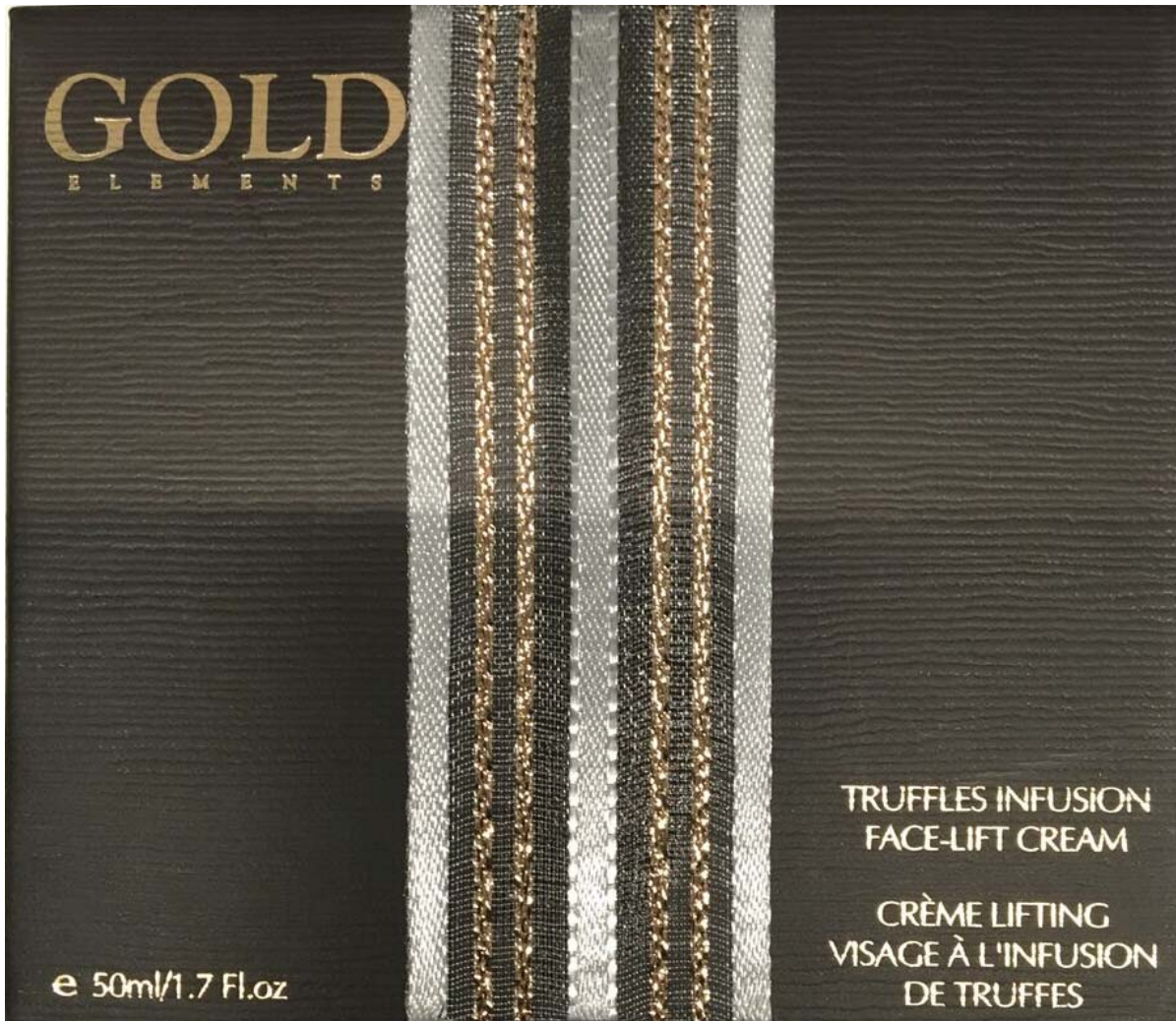
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**THE FRASER LAW FIRM, P.C.**

*Attorneys for Plaintiffs LaVerne Young and  
LaVonne Carroll and the Putative Classes*

# **EXHIBIT 1**





### Truffles infusion brightening face-lift cream

A new way to younger-looking skin, this cream incorporates a fantastic infusion blend of white and black truffle. Truffles are the most expensive food in the world, and are known to provide a mega dose of minerals, moisturizing, strengthening, and nourishing ingredients. They help to create a protective film against trans-epidermal loss of water and constitute an integral part of the natural moisturizing factor. A high-performance cream which helps to reduce the appearance of aging signs, promotes luxurious resilience, smoothness and radiance for a vibrant, youthful look. **Application:** onto previously cleansed skin apply in soft circular motions until absorbed.

### Crème Lifting Visage à l'Infusion de Truffes

Cette crème, qui est une nouvelle manière de rajeunir, incorpore une infusion de truffes noires et blanches tout à fait extraordinaire. Les truffes sont l'aliment le plus cher au monde et sont connues pour fournir une dose énorme de minéraux et d'ingrédients hydratants, qui renforcent et nourrissent la peau. Elles aident à créer un film protecteur qui protège la peau de la perte d'eau trans-épidermique et constituent une partie intégrante d'un facteur hydratant naturel. Cette crème haute performance aide à réduire les signes visibles de l'âge, favorise la résilience luxueuse, la douceur et l'éclat, pour un look dynamique et juvénile. **Conseils d'utilisation:** appliquez sur une peau préalablement nettoyée en légers mouvement circulaires jusqu'à absorption complète.

### Crema para lifting del cutis iluminadora con infusión de trufas

Una nueva manera de tener una piel de aspecto más joven; esta crema incorpora una infusión fantástica formada por la mezcla de trufas blancas y negras. Las trufas son el alimento más caro del mundo y se las reconoce por proporcionar una mega dosis de ingredientes minerales, humectantes, fortalecedores y nutrientes. Ayudan a crear una película protectora contra la pérdida transepidermica de agua y constituyen una parte integral del factor humectante natural. Una crema de alto rendimiento que ayuda a reducir la aparición de los signos de envejecimiento, promueve una resistencia sofisticada, suavidad y brillo para un aspecto juvenil y vibrante. **Aplicación:** aplica sobre la piel previamente limpia en movimientos circulares suaves hasta que se absorba por completo.

### Crema rischiarante ad effetto lifting all'infuso di tartufo

Un modo nuovo per avere una pelle dall'aspetto più giovanile; questa crema incorpora una fantastica miscela di infuso di tartufo bianco e nero. I tartufi sono il cibo più caro del mondo, e sono noti per fornire una mega dose di minerali, ingredienti idratanti, rinforzanti, e nutritivi. Aiutano a creare uno strato protettivo contro la perdita trans-epidermica di acqua e costituiscono una parte integrale del fattore di idratazione naturale. Questa crema dalle alte prestazioni aiuta a ridurre l'aspetto dei segni dell'età, e favorisce una pelle elastica, levigata e radiosa per un aspetto vivace e giovanile. **Applicazione:** applicare sulla pelle precedentemente pulita con delicati movimenti circolari finché assorbita.



### Truffles infusion brightening face-lift serum

Incorporating our truffle infusion, with innovative breakthrough technology to help promote luxurious resilience, smoothness and radiance for a vibrant, lifted, youthful look. Truffles are known to provide a mega dose of minerals, moisturizing, strengthening, and nourishing ingredients. They help to create a protective film against trans-epidermal loss of water and constitute an integral part of the natural moisturizing factor.

**Application:** onto previously cleansed skin apply in soft circular motions until absorbed.

### Sérum lifting visage éclaircissant à l'infusion de Truffes

Notre infusion de truffes associée à une technologie de pointe innovante favorise une résilience luxueuse, la douceur et l'éclat, pour un look refendu, dynamique et juvénile. Les truffes sont connues pour dispenser une dose énorme de minéraux et d'ingrédients hydratants qui renforcent et nourrissent la peau. Elles aident à créer un film protecteur qui protège la peau de la perte d'eau trans-épidermique et constituent une partie intégrante d'un facteur hydratant naturel.

**Conseils d'utilisation:** appliquez sur une peau préalablement nettoyée en légers mouvement circulaires jusqu'à absorption complète.

### Suero para lifting del cutis con infusión de Trufas

Al incorporar nuestra infusión de trufas con la tecnología revolucionaria innovadora para ayudar a promover una resistencia sofisticada, suavidad y brillo para un aspecto juvenil y elevado. Se sabe que las trufas proporcionan una mega dosis de ingredientes minerales, humectantes, fortalecedores y nutrientes. Ayudan a crear una película protectora contra la pérdida transepidérmica de agua y constituyen una parte integral del factor humectante natural.

**Aplicación:** aplica sobre la piel previamente limpia en movimientos circulares suaves hasta que se absorba por completo.

### Siero rischiarante ad effetto lifting all'infuso di Tartufo

Incorpora il nostro infuso di tartufo, con una tecnologia innovativa e rivoluzionaria per aiutare a favorire una pelle elastica, levigata e radiosa dall'aspetto vivace, giovanile e a effetto lifting. I tartufi sono noti per fornire una mega dose di minerali, ingredienti idratanti, rinforzanti, e nutritivi. Aiutano a creare uno strato protettivo contro la perdita trans-epidermica di acqua e costituiscono una parte integrale del fattore di idratazione naturale. **Applicazione:** applicare sulla pelle precedentemente pulita con delicati movimenti circolari finché assorbito.

### Serum gegen Hautalterung

Aufhellendes lifting-serum für das Gesicht mit Trüffel-Infusion dieses Lifting-Serum enthält unsere Trüffel-Infusion, eine innovative, bahnbrechende Technologie, die eine luxuriöse Elastizität, Weichheit und Ausstrahlung für ein dynamisches, jugendliches Aussehen fördert. Trüffeln sind dafür bekannt, dass sie die Haut mit einer mega-Dosis Mineralien sowie Feuchtigkeit spendenden, stärkenden und nährenden Inhaltsstoffen versorgen. Sie unterstützen die Bildung einer schützenden Schicht gegen den trans-epidermalen Wasserverlust und stellen einen integralen Bestandteil des natürlichen, feuchtigkeitsspendenden Faktors dar. **Anwendung:** tragen Sie das Serum auf die zuvor gereinigte Haut auf und massieren Sie es mit sanften, kreisenden Bewegungen ein, bis es vollständig absorbiert ist.

### Подтягивающая и осветляющая сыворотка для кожи с трюфелями

Сочетание нашей смеси трюфелей с революционной технологией помогает сократить проявления признаков старения и возвращает коже эластичность, гладкость и сияние. Известно, что трюфели обеспечивают минералы, увлажнение, укрепление, и питательные ингредиенты. Они помогают создать защитную пленку против трансэпидермальной потери влаги и являются неотъемлемой частью натурального увлажняющего фактора. **Способ применения:** Наносить на очищенную кожу, легко массируя круговыми движениями, до полного впитывания.

### • Truffles infusion verhelderend face-lift serum

### • Szarvasgomba infúzió világosító arcfejesítési szérum

### • Truflove serum rozświetlające-liftingujące do twarzy

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CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

LAVERNE YOUNG and LAVONNE CARROLL, individually, and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff Placer County, CA (EXCEPT IN U.S. PLAINTIFF CASES)

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

Gillian L. Wade, Milstein Fairchild Jackson & Wade, LLP 10250 Constellation Blvd., Suite 1400, Los Angeles, CA 90067

DEFENDANTS

NATURE'S ELITE, INC. a Florida corporation, GOLD ELEMENTS VALENCIA, INC., a California corporation, and PREMIER RETAIL GROUP, INC., a Florida corporation; and DOES 1 - 10, inclusive County of Residence of First Listed Defendant Broward County, Florida (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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, 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): Cal. Civ. Code §§ 1750, et seq. Brief description of cause: Violations of the Consumer Legal Remedies Act

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 02/24/2017 SIGNATURE OF ATTORNEY OF RECORD /s/ Gillian L. Wade

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RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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Attorneys for LaVerne Young, LaVonne Carroll,  
and the putative class

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

**LAVERNE YOUNG** and **LAVONNE  
CARROLL**, individually, and on behalf of all  
others similarly situated,

*Plaintiffs,*

vs.

**NATURE'S ELITE, INC.** a Florida  
corporation, **GOLD ELEMENTS VALENCIA,  
INC.**, a California corporation, and **PREMIER  
RETAIL GROUP, INC.**, a Florida corporation;  
and DOES 1 – 10, inclusive

*Defendants.*

Civil Case No.: 2:17-at-204


**DECLARATION OF GILLIAN L. WADE RE:  
VENUE PURSUANT TO CAL. CIV. CODE §  
1780(d)**

1 I, Gillian L. Wade, do hereby declare as follows:

2 1. I am a partner at Milstein Jackson Fairchild & Wade, LLP, counsel of record for  
3 Plaintiffs Laverne Young and Lavonne Carroll. I am licensed to practice law in the State of California.  
4 I have personal knowledge of the facts stated herein, and if called to testify as a witness I could and  
5 would competently testify to them.

6 2. Venue is proper in this Court because Defendants are doing business in the County of  
7 Placer and the transactions at issue also occurred in the County of Placer.

8 I declare and state under penalty of perjury pursuant to the laws of the State of California that  
9 the foregoing is true and correct, and that this Declaration was executed this 24th day of February,  
10 2017 in Los Angeles, California.

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14 Gillian L. Wade, Esq., Declarant  
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