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16 Proposed Class

17 **UNITED STATES DISTRICT COURT**
18 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

19 Mona Paul, individually on behalf of
20 herself and all others similarly situated and
21 John Does (1-100) on behalf of themselves
22 and all others similarly situated,

23 Plaintiffs,

24 v.

25 Beaumont Products Incorporated d/b/a
26 Clearly Natural Essentials,

27 Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

28 **CLASS ACTION COMPLAINT**

1 Plaintiff Mona Paul (hereinafter “Plaintiff”), individually and on behalf of
2 all others similarly situated in the State of California, along with John Does from each
3 state, by their attorneys, allege the following upon information and belief, except for
4 those allegations pertaining to Plaintiff, which are based on personal knowledge:
5

6 **NATURE OF THE ACTION**

7 1. This action seeks to remedy the deceptive and misleading business practices
8 of Beaumont Products Incorporated d/b/a Clearly Natural Essentials (hereinafter
9 “Defendant”) with respect to the marketing and sales of the Clearly Natural Essentials
10 product line (hereinafter the “Products”) throughout the State of California and the
11 country:
12
13

- 14 • Clearly Natural Essentials Pure and Natural Tea Tree Glycerine Soap
- 15 • Clearly Natural Essentials Pure and Natural Aloe Vera Glycerine Soap
- 16 • Clearly Natural Essentials Pure and Natural Unscented Glycerine Soap
- 17 • Clearly Natural Essentials Pure and Natural Honeysuckle Glycerine Soap
- 18 • Clearly Natural Essentials Pure and Natural Unscented Glycerine Hand
19 Soap
- 20 • Clearly Natural Essentials Pure and Natural Lemongrass Basil Glycerine
21 Soap
- 22 • Clearly Natural Essentials Pure and Natural Vitamin E Glycerine Soap
- 23
- 24
- 25
- 26

- 1 • Clearly Natural Essentials Pure and Natural Lemon Glycerine Hand Soap
- 2 • Clearly Natural Essentials Pure and Natural Grapefruit Glycerine Hand
- 3 Soap
- 4
- 5 • Clearly Natural Essentials Pure and Natural Lemon Glycerine Soap
- 6 • Clearly Natural Essentials Pure and Natural French Lavender Glycerine
- 7 Soap
- 8
- 9 • Clearly Natural Essentials Pure and Natural Tea Tree Glycerine Hand
- 10 Soap
- 11
- 12 • Clearly Natural Essentials Pure and Natural Peppermint Glycerine Soap
- 13 • Clearly Natural Essentials Pure and Natural Orange Glycerine Hand Soap
- 14 • Clearly Natural Essentials Pure and Natural Aloe Vera Glyercine Hand
- 15 Soap
- 16
- 17 • Clearly Natural Essentials Pure and Natural Rainforest Glycerine Soap
- 18 • Clearly Natural Essentials Pure and Natural Cucumber Glycerine Soap
- 19
- 20 • Clearly Natural Essentials Pure and Natural Vitamin E Glycerine Hand
- 21 Soap
- 22
- 23 • Clearly Natural Essentials Pure and Natural Almond Glycerine Soap
- 24 • Clearly Natural Essentials Pure and Natural Glycerine Body Lotion
- 25
- 26

1 2. Defendant manufactures, sells, and distributes the Products using a
2 marketing and advertising campaign that is centered around claims appealing to health
3 conscious consumers that their Products are “Clearly Natural” and “Pure and Natural”.
4
5 However, Defendant’s advertising and marketing campaign is false, deceptive, and
6 misleading because the Products contain various artificial and synthetic ingredients.

7 3. Plaintiff and those similarly situated (“Class Members”) relied on
8 Defendant’s misrepresentations that the Products are “Clearly Natural” and “Pure and
9 Natural” when purchasing the Products. Plaintiff and Class Members paid a premium for
10 the Products over comparable products that did not purport to be “Clearly Natural” and
11 “Pure and Natural”. Given that Plaintiff and Class Members paid a premium for the
12 Products based on Defendant’s misrepresentations that they are “Clearly Natural” and
13 “Pure and Natural” Plaintiff and Class Members suffered an injury in the amount of the
14 premium paid.
15
16
17

18 4. Defendant’s conduct violated and continues to violate California Business
19 Codes §§ 17200 and 1750, the consumer protection statutes of all 50 states, and the
20 Magnuson-Moss Warranty Act. Defendant breached and continues to breach its express
21 and implied warranties regarding the Products. Defendant has been and continues to be
22 unjustly enriched. Accordingly, Plaintiff brings this action against Defendant on behalf
23
24
25
26

1 of herself and Class Members who purchased the Products during the applicable statute
2 of limitations period (the “Class Period”).
3
4

5 JURISDICTION AND VENUE

6 5. Jurisdiction is proper pursuant to 28 U.S.C. § 1332(d)(2). Plaintiff Mona
7 Paul is a citizen of the State of California. Defendant is a corporation with its principal
8 place of business in Kennesaw, Georgia, and is organized and existing under the laws of
9 the State of Georgia. Upon information and belief, the amount in controversy is in excess
10 of \$5,000,000, exclusive of interests and costs.
11
12

13 6. This Court has personal jurisdiction over Defendant because Defendant
14 conducts and transacts business in the State of California, contracts to supply goods
15 within the State of California, and supplies goods within the State of California.
16

17 7. Venue is proper because Ms. Paul and many Class Members reside in the
18 Central District of California, and throughout the State of California.
19

20 PARTIES

21 Plaintiff

22 8. Plaintiff Mona Paul is an individual consumer who, at all times material
23 hereto, was a resident of Orange County, California. During the Class Period she
24 purchased the Products from Sprouts Farmer’s Market in California.
25
26

1 9. Ms. Paul purchased the Products because she saw the labeling, advertising,
2 the Defendant’s website, and read the packaging, which represented that the Products are
3 “Clearly Natural” and “Pure and Natural”. Ms. Paul relied on Defendant’s false,
4 misleading, and deceptive representations that the Products are “Clearly Natural” and
5 “Pure and Natural”. Had she known the truth—that the representations she relied upon in
6 making her purchase were false, misleading, and deceptive—she would not have
7 purchased the Products at a premium price.
8
9

10
11 **Defendant**

12
13 10. Defendant is a corporation organized and existing under the laws of the State
14 of Georgia with its principal place of business in Kennesaw, Georgia. Defendant
15 manufactures, markets, advertises and distributes the Products throughout the United
16 States. Defendant created and/or authorized the false, misleading and deceptive
17 advertisements, packaging and labeling for the Products.
18

19
20 **FACTUAL BACKGROUND**

21 11. Consumers have become increasingly concerned about the effects of
22 synthetic and chemical ingredients in food, cleaning products, bath and beauty products
23 and everyday household products. Companies such as the Defendant have capitalized on
24 consumers’ desire for purportedly “natural products.” Indeed, consumers are willing to
25


1 pay, and have paid, a premium for products branded “natural” over products that contain
 2 synthetic ingredients. In 2015, sales of natural products grew 9.5% to \$180 billion.¹
 3 Reasonable consumers, including Plaintiff and Class Members, value natural products for
 4 important reasons, including the belief that they are safer and healthier than alternative
 5 products that are not represented as natural.
 6

7 12. Despite the Products containing a number of synthetic ingredients,
 8 Defendant markets the Products as being “Clearly Natural” and “Pure and Natural”.
 9


10 13. As is depicted below, the Products’ packaging prominently represents that it
 11 is “Clearly Natural” and “Pure and Natural”. But, despite these representations, it
 12 contains ingredients that are not “Clearly Natural” and “Pure and Natural”. Plaintiff read
 13 and relied upon each of the aforementioned representations on the Products’ packaging.
 14
 15
 16

Name of Product	Synthetic Ingredients	Photo of Product Packaging

17
 18
 19
 20
 21
 22
 23 _____
 24 ¹ *Natural Products Industry Sales up 9.5% to \$180bn Says NBJ*, FOOD
 NAVIGATOR, <http://www.foodnavigator-usa.com/Markets/EXPO-WEST->
 25

<p>1 Clearly 2 Natural 3 Essentials 4 Pure and 5 Natural 6 Tea Tree 7 Glycerine 8 Soap</p>	<ul style="list-style-type: none">• Glycerine• Sodium Citrate	
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<p>12 Clearly 13 Natural 14 Essentials 15 Pure and 16 Natural 17 Aloe Vera 18 Glycerine 19 Soap</p>	<ul style="list-style-type: none">• Glycerin• Sodium Citrate	
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<p>1 Clearly 2 Natural 3 Essentials 4 Pure and 5 Natural 6 Unscented 7 Glycerine 8 Soap</p>	<ul style="list-style-type: none">• Glycerin• Sodium Citrate	
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<p>12 Clearly 13 Natural 14 Essentials 15 Pure and 16 Natural 17 Honeysuc 18 kle 19 Glycerine 20 Soap</p>	<ul style="list-style-type: none">• Glycerin• Sodium Citrate	
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<p>1 Clearly 2 Natural 3 Essentials 4 Pure and 5 Natural 6 Unscented 7 Glycerine 8 Hand Soap</p>	<ul style="list-style-type: none">• Glycerin• Sodium Chloride• Tocopherol Acetate• Ethylhexylglycerin• Decyl Glucoside• Phenoxyethanol	
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<p>14 Clearly 15 Natural 16 Essentials 17 Pure and 18 Natural 19 Lemongra 20 ss Basil 21 Glycerine 22 Soap</p>	<ul style="list-style-type: none">• Glycerine• Sodium Citrate	
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<p>1 Clearly 2 Natural 3 Essentials 4 Pure and 5 Natural 6 Vitamin E 7 Glycerine 8 Soap</p>	<ul style="list-style-type: none">• Glycerin• Sodium Citrate• Tocopherol Acetate	
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<p>13 Clearly 14 Natural 15 Essentials 16 Pure and 17 Natural 18 Lemon 19 Glycerine 20 Hand Soap</p>	<ul style="list-style-type: none">• Glycerine• Sodium Chloride• Tocopherol Acetate	
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<p>1 Clearly 2 Natural 3 Essentials 4 Pure and 5 Natural 6 Grapefruit 7 Glycerin 8 Hand Soap</p>	<ul style="list-style-type: none">• Glycerine• Sodium Chloride• Tocopherol Acetate• Ethylhexylglycerin	
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<p>14 Clearly 15 Natural 16 Essentials 17 Pure and 18 Natural 19 Lemon 20 Glycerine 21 Soap</p>	<ul style="list-style-type: none">• Glycerin• Sodium Citrate	
-----------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------

1 Clearly
2 Natural
3 Essentials
4 Pure and
5 Natural
6 French
7 Lavender
8 Glycerine
9 Soap

- Glycerine
- Sodium Citrate



13 Clearly
14 Natural
15 Essentials
16 Pure and
17 Natural
18 Tea Tree
19 Glycerine
20 Hand Soap

- Glycerine
- Sodium Chloride
- Tocopherol Acetate



1 Clearly
2 Natural
3 Essentials
4 Pure and
5 Natural
6 Peppermint
7 Glycerine
8 Hand Soap

- Glycerin
- Sodium Citrate



13 Clearly
14 Natural
15 Essentials
16 Pure and
17 Natural
18 Orange
19 Glycerine
20 Hand Soap

- Glycerine
- Sodium Chloride
- Tocopherol Acetate



<p>1 Clearly 2 Natural 3 Essentials 4 Pure and 5 Natural 6 Aloe Vera 7 Glycerine 8 Hand Soap</p>	<ul style="list-style-type: none">• Glycerin• Sodium Chloride• Tocopherol Acetate• Ethylhexylglycerin	
------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------

<p>14 Clearly 15 Natural 16 Essentials 17 Pure and 18 Natural 19 Rainforest 20 Glycerine 21 Soap</p>	<ul style="list-style-type: none">• Glycerin• Sodium Citrate	
----------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------

1 Clearly
2 Natural
3 Essentials
4 Pure and
5 Natural
6 Cucumber
7 Glycerine
8 Soap

- Glycerin
- Sodium Citrate



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<p>1 Clearly 2 Natural 3 Essentials 4 Pure and 5 Natural 6 Vitamin E 7 Glycerine 8 Hand Soap</p>	<ul style="list-style-type: none">• Glycerine• Sodium Chloride• Tocopherol Acetate	
------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------

<p>15 Clearly 16 Natural 17 Essentials 18 Pure and 19 Natural 20 Almond 21 Glycerine 22 Soap</p>	<ul style="list-style-type: none">• Glycerine• Sodium Citrate	
------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------

<p>1 Clearly 2 Natural 3 Essentials 4 Pure and 5 Natural 6 Unscented 7 Glycerine 8 Body 9 Lotion</p>	<ul style="list-style-type: none"> • Glycerine • Cetyl Alcohol • Phenoxyethanol 	
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14.
defenda
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repres
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the
Produ
cts are

14 “Clearly Natural” and “Pure and Natural” are false, misleading, and deceptive because
15 the Products contain multiple ingredients that are, as explained below, synthetic and
16 artificial.
17

- 18 **a. Sodium Citrate** is the sodium salt of citric acid synthesized by reacting
19 sodium carbonate with citric acid, and is often used as an anticoagulant or
20 blood thinner. It is a recognized synthetic chemical under federal
21 regulations. *See* 7 C.F.R. §205.605(b).
22
23
24
25
26

- 1 **b. Tocopherol (Acetate)** is a synthetic, inert ingredient used pre and post-
2 harvest as an ingredient in pesticide formulations applied to growing crops
3 or to raw agricultural commodities after harvest. *See* 40 C.F.R. §180.910.
4
5 **c. Decyl Glucoside** is a synthetic ingredient obtained by the condensation of
6 decyl alcohol and glucose.²
7
8 **d. Cetearyl Alcohol/Cetyl Alcohol/Stearyl Alcohol** is a synthetic substance
9 and adjuvant. *See* 21 C.F.R. §172.515.
10 **e. Phenoxyethanol** is a synthetic substance and adjuvant. *See* 21 C.F.R.
11 §172.515.³
12
13 **f. Sodium Chloride** is a synthetic and hazardous chemical substance.⁴
14
15 **g. Ethylhexylglycerin** is a synthetic derived from vegetable glycerin. (See
16 below).
17
18 **h. Glycerin** is a factory-produced texturizer that is created by complex
19 processing. It is recognized by federal regulations as synthetic. *See* 7
20 C.F.R. § 205.605(b). It is commonly used as a filler and thickening agent. It
21 requires multiple processing steps in an industrial environment to create

22 _____
23 ² <http://www.newdirections.com.au/articles/images/Decyl-Glucoside-and-Other-Alkyl-Glucosides-as-Used-in-Cosmetics.pdf>

24 ³ The Federal Trade Commission, recognizing that many of these same
25 ingredients are unquestionably synthetic, has filed complaints
26 against companies that have used these ingredients in products
promoted as natural. **Attachment A**

⁴ https://whatsinproducts.com/files/brands_pdf/1391295214.pdf

1 Glycerin. Therefore, it cannot be described as “natural.” A technical
 2 evaluation report compiled by the USDA AMS Agricultural Analytics
 3 Division for the USDA National Organic Program explains that Glycerin is
 4 “produced by a hydrolysis of fats and oils” and is listed in the USDA
 5 Organic Program’s National List as a “synthetic nonagricultural
 6 (nonorganic) substance.” The same report lists several methods of
 7 producing Glycerin, each of which involve numerous steps that include the
 8 use of high temperatures and pressure and purification to get an end product.
 9
 10

11 Table 2 Processes for producing glycerin by hydrolysis of fats and oils⁵
 12

<p>13 Lemmens Fryer’s Process</p>	<p>14 Oil or fat is subjected in an autoclave to the 15 conjoint action of heat and pressure (about 16 100 PSI) in the presence of an emulsifying 17 and accelerating agent, e.g. zinc oxide or 18 hydroxide (sodium hydroxide can be 19 substituted) for about eight hours. The 20 strong solution of glycerin formed is 21 withdrawn and replaced by a quantity of hot, 22 clean and preferably distilled water equal to about one third to one fourth of the weight</p>
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23
 24 _____
 25 ⁵
 26 <https://www.ams.usda.gov/sites/default/files/media/Glycerin%20Petition%20to%20remove%20TR%202013.pdf>

<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p>	<p>of the original charge of oil or fat and treatment continued for an additional four hours. The dilute glycerin obtained from the latter part of the process is drawn off and used for the initial treatment of the further charge of oil or fat.</p>
<p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p>	<p>Budde and Robertson's Process</p> <p>The oils or fats are heated and mechanically agitated with water and sulphuric acid gas, under pressure in a closed vessel or autoclave. The advantage claimed for the process are that the contents of the vessel are free from foreign matter introduced by reagents and need no purification; that the liberated glycerin is in the form of a pure and concentrated solution; that no permanent emulsion is formed and that the fatty acids are not discolored.</p>
<p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Ittner's Process</p> <p>Coconut oil is kept in an autoclave in the presence of water at 70 atmospheres pressure and 225-245oC temperature and split into fatty acids and glycerin, both being soluble under these conditions in water. The glycerin solution separates in the bottom of the autoclave. The aqueous solution contains at the end of the splitting process more than</p>

1 term shall not apply to substances created by naturally occurring biological processes. 7
2 U.S.C. § 6502 (2.1).

3 17. Surveys and other market research, including expert testimony Plaintiff
4 intends to introduce, will demonstrate that the term “natural” is misleading to a
5 reasonable consumer because the reasonable consumer believes that the term “natural,”
6 when used to describe a good such as the Products, means that it is free of synthetic
7 ingredients.
8

9
10 18. Consumers lack the meaningful ability to test or independently ascertain or
11 verify whether a product is natural, especially at the point of sale. Consumers would not
12 know the true nature of the ingredients merely by reading the ingredients label.
13

14 19. Discovering that the ingredients are not natural and are actually synthetic
15 requires a scientific investigation and knowledge of chemistry beyond that of the average
16 consumer. That is why, even though all of the ingredients listed above are identified on
17 the back of the Products’ packaging in the ingredients listed, the reasonable consumer
18 would not understand – nor is he expected to understand - that these ingredients are
19 synthetic.
20
21

22 20. Moreover, the reasonable consumer is not expected or required to scour the
23 ingredients list on the back of the Products in order to confirm or debunk Defendant’s
24
25
26

1 prominent front-of-the-Products claims, representations, and warranties that the Products
2 are “Clearly Natural” and “Pure and Natural”.

3 21. Defendant did not disclose that any of the ingredients listed above are
4 synthetic ingredients. A reasonable consumer understands Defendant’s “Clearly Natural”
5 and “Pure and Natural” claims to mean that the Products are “Clearly Natural” and “Pure
6 and Natural” and does not contain synthetic ingredients.
7

8 22. Defendant’s representations that the Products are “Clearly Natural” and
9 “Pure and Natural”, induced consumers, including Plaintiff and Class Members, to pay a
10 premium to purchase the Products. Plaintiff and Class Members relied on Defendant’s
11 false and misleading misrepresentations in purchasing the Products at a premium price
12 above comparable alternatives that are not represented to be “Clearly Natural” and “Pure
13 and Natural”. If not for Defendant’s misrepresentations, Plaintiff and Class Members
14 would not have been willing to purchase the Products at a premium price. Accordingly,
15 they have suffered an injury as a result of Defendant’s misrepresentations.
16
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18

19 **CLASS ALLEGATIONS**

20 23. Plaintiff brings this matter on behalf of herself and those similarly situated.
21 As detailed at length in this Complaint, Defendant orchestrated deceptive marketing and
22 labeling practices. Defendant’s customers were uniformly impacted by and exposed to
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1 this misconduct. Accordingly, this Complaint is uniquely situated for class-wide
2 resolution, including injunctive relief.

3 24. The Class is defined as all consumers who purchased the Products anywhere
4 in the United States during the Class Period (the “Class”).
5

6 25. Ms. Paul also seeks certification, to the extent necessary or appropriate, of a
7 subclass of individuals who purchased the Products in the State of California at any time
8 during the Class Period (the “California Subclass”).
9

10 26. The Class and the state subclass will be referred to collectively throughout
11 the Complaint as the “Class.”
12

13 27. The Class is properly brought and should be maintained as a class action
14 under Rule 23(a), satisfying the class action prerequisites of numerosity, commonality,
15 typicality, and adequacy because:
16

17 28. Numerosity: Class Members are so numerous that joinder of all members is
18 impracticable. Plaintiff believes that there are thousands of consumers who are Class
19 Members described above who have been damaged by Defendant’s deceptive and
20 misleading practices.
21

22 29. Commonality: The questions of law and fact common to the Class Members
23 which predominate over any questions which may affect individual Class Members
24 include, but are not limited to:
25

- 1 a. Whether Defendant is responsible for the conduct alleged herein which
2 was uniformly directed at all consumers who purchased the Products;
3
4 b. Whether Defendant's misconduct set forth in this Complaint
5 demonstrates that Defendant has engaged in unfair, fraudulent, or
6 unlawful business practices with respect to the advertising, marketing,
7 and sale of its Products;
8
9 c. Whether Defendant made false and/or misleading statements to the Class
10 and the public concerning the content and safety of its Products;
11
12 d. Whether Defendant's false and misleading statements concerning its
13 Products were likely to deceive the public;
14
15 e. Whether Plaintiff and the Class are entitled to injunctive relief; and
16
17 f. Whether Plaintiff and the Class are entitled to money damages under the
18 same causes of action as the other Class Members.

19 30. Typicality: Plaintiff is a member of the Class and the California state
20 subclass. Plaintiff's claims are typical of the claims of each Class Member in that every
21 member of the Class was susceptible to the same deceptive, misleading conduct and
22 purchased the Defendant's Products. Plaintiff is entitled to relief under the same causes
23 of action as the other Class Members.
24
25
26

1 31. Adequacy: Plaintiff is an adequate Class representative because her interests
2 do not conflict with the interests of the Class Members they seek to represent; her
3 consumer fraud claims are common to all members of the Class and she has a strong
4 interest in vindicating their rights; and she has retained counsel competent and
5 experienced in complex class action litigation and they intend to vigorously prosecute
6 this action. Plaintiff has no interests which conflict with those of the Class. The Class
7 Members' interests will be fairly and adequately protected by Plaintiff and her counsel.
8 Defendant has acted in a manner generally applicable to the Class, making relief
9 appropriate with respect to Plaintiff and the Class Members. The prosecution of separate
10 actions by individual Class Members would create a risk of inconsistent and varying
11 adjudications.

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13
14
15 32. The Class is properly brought and should be maintained as a class action
16 under Rule 23(b) because a class action is superior to traditional litigation of this
17 controversy. Pursuant to Rule 23(b)(3), common issues of law and fact predominate over
18 any other questions affecting only individual members of the Class. The Class issues
19 fully predominate over any individual issue because no inquiry into individual conduct is
20 necessary; all that is required is a narrow focus on Defendant's deceptive and misleading
21 marketing and labeling practices. In addition, this Class is superior to other methods for
22 fair and efficient adjudication of this controversy because, *inter alia*:
23
24
25

1 33. Superiority: A class action is superior to the other available methods for the
2 fair and efficient adjudication of this controversy because:

- 3 a. The joinder of thousands of individual Class Members is impracticable,
4 cumbersome, unduly burdensome, and a waste of judicial and/or litigation
5 resources;
6
7 b. The individual claims of the Class Members may be relatively modest
8 compared with the expense of litigating the claim, thereby making it
9 impracticable, unduly burdensome, and expensive—if not totally
10 impossible—to justify individual actions;
11
12 c. When Defendant’s liability has been adjudicated, all Class Members’ claims
13 can be determined by the Court and administered efficiently in a manner far
14 less burdensome and expensive than if it were attempted through filing,
15 discovery, and trial of all individual cases;
16
17 d. This class action will promote orderly, efficient, expeditious, and
18 appropriate adjudication and administration of Class claims;
19
20 e. Plaintiff knows of no difficulty to be encountered in the management of this
21 action that would preclude its maintenance as a class action;
22
23 f. This class action will assure uniformity of decisions among Class Members;
24
25
26

- 1 g. The Class is readily definable and prosecution of this action as a class action
2 will eliminate the possibility of repetitious litigation;
- 3 h. Class Members' interests in individually controlling the prosecution of
4 separate actions is outweighed by their interest in efficient resolution by
5 single class action; and
- 6
7 i. It would be desirable to concentrate in this single venue the litigation of all
8 plaintiffs who were induced by Defendant's uniform false advertising to
9 purchase the products as being "Clearly Natural" and "Pure and Natural".
10

11 34. Accordingly, this Class is properly brought and should be maintained as a
12 class action under Rule 23(b)(3) because questions of law or fact common to Class
13 Members predominate over any questions affecting only individual members, and
14 because a class action is superior to other available methods for fairly and efficiently
15 adjudicating this controversy.
16
17

18 **INJUNCTIVE CLASS RELIEF**

19 35. Rules 23(b)(1) and (2) contemplate a class action for purposes of seeking
20 class-wide injunctive relief. Here, Defendant has engaged in conduct resulting in
21 misleading consumers about ingredients in its Products. Since Defendant's conduct has
22 been uniformly directed at all consumers in the United States, and the conduct continues
23 presently, injunctive relief on a class-wide basis is a viable and suitable solution to
24
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26

1 remedy Defendant's continuing misconduct. Plaintiff would purchase the Products again
2 if the ingredients were changed so that they indeed were "Clearly Natural" and "Pure and
3 Natural".

4
5 36. The injunctive Class is properly brought and should be maintained as a class
6 action under Rule 23(a), satisfying the class action prerequisites of numerosity,
7 commonality, typicality, and adequacy because:

8
9 a. Numerosity: Individual joinder of the injunctive Class Members would be
10 wholly impracticable. Defendant's Products have been purchased by
11 thousands of people throughout the United States;

12
13 b. Commonality: Questions of law and fact are common to members of the
14 Class. Defendant's misconduct was uniformly directed at all consumers.
15 Thus, all members of the Class have a common cause against Defendant to
16 stop its misleading conduct through an injunction. Since the issues
17 presented by this injunctive Class deal exclusively with Defendant's
18 misconduct, resolution of these questions would necessarily be common to
19 the entire Class. Moreover, there are common questions of law and fact
20 inherent in the resolution of the proposed injunctive class, including, *inter*
21 *alia*:

22
23
24
25 i. Resolution of the issues presented in the 23(b)(3) class;

1 Members on grounds generally applicable to the entire injunctive Class. Certification
2 under Rule 23(b)(2) is appropriate because Defendant has acted or refused to act in a
3 manner that applies generally to the injunctive Class (i.e. Defendant has marketed its
4 Products using the same misleading and deceptive labeling to all of the Class Members).
5 Any final injunctive relief or declaratory relief would benefit the entire injunctive Class
6 as Defendant would be prevented from continuing its misleading and deceptive
7 marketing practices and would be required to honestly disclose to consumers the nature
8 of the contents of its Products. Plaintiff would purchase the Products again if the
9 ingredients were changed so that they indeed were “Clearly Natural” and “Pure and
10 Natural”.

11
12
13
14 **FIRST CAUSE OF ACTION**
15 **VIOLATION OF CAL. BUS. & PROF. CODE § 17200, ET SEQ.**
16 **(On behalf of Ms. Paul and the California Subclass)**

17 38. Plaintiff repeats and reallege each and every allegation contained in all the
18 foregoing paragraphs as if fully set forth herein.

19 39. Ms. Paul has standing to pursue this claim under California’s Unfair
20 Competition Law (“UCL”) because she suffered an injury-in-fact and lost money as a
21 result of Defendant’s unfair practices. Specifically, Ms. Paul expended more money in
22 the transaction than she otherwise would have due to Defendant’s conduct.
23
24
25

1 40. Advertising and labeling the Products as “Clearly Natural” when they
2 contain synthetic ingredients constitutes a course of unfair conduct within the meaning of
3 Cal. Civ. Code § 17200, et seq.
4

5 41. The conduct of the defendant harms the interests of consumers and market
6 competition. There is no valid justification for defendant’s conduct.
7

8 42. Defendant engaged in unlawful business acts and practices by breaching
9 implied and express warranties, and violating the Consumers Legal Remedies Act, Cal.
10 Civ. Code § 1750, et seq.
11

12 43. Defendant engaged in fraudulent business practices by knowingly
13 misrepresenting the Products as “Clearly Natural” when they contain synthetic
14 ingredients. Such practices are devoid of utility and outweighed by the gravity of harm to
15 Ms. Paul and the California Subclass who lost money or property by paying for the
16 defective product.
17

18 44. Each of Defendant’s unfair, unlawful and fraudulent practices enumerated
19 above was the direct and proximate cause of financial injury to Ms. Paul and the Class.
20 Defendant has unjustly benefitted as a result of its wrongful conduct. Ms. Paul and
21 California Class members are accordingly entitled to have Defendant disgorge and
22 restore to Ms. Paul and California Class members all monies wrongfully obtained by
23 Defendant as a result of the conduct as alleged herein.
24
25

1 45. Pursuant to section 17203 of the California Business and Professions Code,
2 Ms. Paul and the Class seek an order of this Court enjoining Defendant from continuing
3 to engage in unfair, unlawful and deceptive practices and any other act prohibited by law,
4 including the acts set forth herein.
5

6
7 **SECOND CAUSE OF ACTION**
8 **VIOLATION OF CAL. CIV. CODE § 1750, ET SEQ.**
9 **(On behalf of Ms. Paul and the California Subclass)**

10 46. Plaintiff repeats and re-alleges each and every allegation contained in all the
11 foregoing paragraphs as if fully set forth herein.
12

13 47. The Consumers Legal Remedies Act (“CLRA”) was enacted to protect
14 consumers against unfair and deceptive business practices. The CLRA applies to
15 Defendant’s acts and practices because the Act covers transactions involving the sale of
16 goods to consumers.
17

18 48. Ms. Paul and members of the California Subclass members are “consumers”
19 within the meaning of section 1761(d) of the California Civil Code, and they engaged in
20 “transactions” within the meaning of sections 1761(e) and 1770 of the California Civil
21 Code, including the purchases of the Products.
22

23 49. The Products are “goods” under Cal. Civ. Code §1761(a).
24
25
26

1 50. Defendant's unfair and deceptive business practices were intended to and
2 did result in the sale of the Products.

3 51. Defendant violated the CLRA by engaging in the following unfair and
4 deceptive practices:
5

6 52. Representing that Products have characteristics, uses or benefits that they do
7 not have, in violation of section 1770(a)(5);
8

9 53. Representing that Products are of a particular standard, quality, or grade
10 when they are not, in violation of section 1770(a)(7); and

11 54. Advertising Products with the intent not to sell them as advertised, in
12 violation of section 1770(a)(9).
13

14 55. If Ms. Paul and the California Class members had known this fact, they
15 would not have purchased the Products at all or purchased the Products at the prices they
16 did.
17

18 56. As a direct and proximate result of Defendant's conduct, Ms. Paul and the
19 California Class suffered injury and damages in an amount to be determined at trial.
20

21 57. Pursuant to California Civil Code § 1782(a), Ms. Paul sent Defendant a
22 CLRA notice letter via certified mail, return receipt requested on May 25, 2017, which
23 was delivered on May 31, 2017, advising Defendant that it is in violation of the CLRA
24
25
26

1 and must correct, repair, replace or otherwise rectify the goods alleged to be in violation
2 of § 1770.

3 58. More than thirty days have passed since the delivery of the letter and
4 Defendant has not responded to the letter or taken any remedial action.

5 59. At this time, Ms. Paul seeks injunctive relief as well as damages under the
6 CLRA.
7

8
9 **THIRD CAUSE OF ACTION**
10 **VIOLATION OF STATE CONSUMER PROTECTION STATUTES**
11 **(On Behalf of Plaintiff and All Class Members)**

12
13 60. Plaintiff repeats and re-alleges each and every allegation contained in all the
14 foregoing paragraphs as if fully set forth herein.

15 61. Plaintiff and Class Members have been injured as a result of Defendant's
16 violations of the following state consumer protection statutes, which also provide a basis
17 for redress to Plaintiff and Class Members based on Defendant's fraudulent, deceptive,
18 unfair and unconscionable acts, practices and conduct.
19

20 62. Defendant's conduct as alleged herein violates the consumer protection,
21 unfair trade practices and deceptive acts laws of each of the following jurisdictions:
22
23
24
25

- 1 a. **Alaska:** Defendant's practices were and are in violation of Alaska's Unfair
2 Trade Practices and Consumer Protection Act, Alaska Stat. § 45.50.471, *et*
3 *seq.*
4
- 5 b. **Arizona:** Defendant's practices were and are in violation of Arizona's
6 Consumer Fraud Act, Ariz. Rev. Stat. Ann. §§ 44-1521, *et seq.*
7
- 8 c. **Arkansas:** Defendant's practices were and are in violation of Arkansas
9 Code Ann. § 4-88-101, *et seq.*
10
- 11 d. **Colorado:** Defendant's practices were and are in violation of Colorado's
12 Consumer Protection Act, Colo. Rev. Stat. §§ 61-1-101, *et seq.*
13
- 14 e. **Connecticut:** Defendant's practices were and are in violation of
15 Connecticut's Gen. Stat. § 42-110a, *et seq.*
16
- 17 f. **Delaware:** Defendant's practices were and are in violation of Delaware's
18 Consumer Fraud Act, Del. Code Ann. tit. 6, § 2511, *et seq.* and the
19 Deceptive Trade Practices Act, Del. Code Ann. tit. 6, § 2531, *et seq.*
20
- 21 g. **District of Columbia:** Defendant's practices were and are in violation of
22 the District of Columbia's Consumer Protection Act, D.C. Code § 28-3901,
23 *et seq.*
24
- 25 h. **Florida:** Defendant's practices were and are in violation of the Florida
26 Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann. § 501.201, *et seq.*
27

- 1 i. **Hawaii:** Defendant's practices were and are in violation of the Hawaii's
2 Uniform Deceptive Trade Practices Act, Haw. Rev. Stat. § 481A-1, *et seq.*
3 and Haw. Rev. Stat. § 480-2.
4
- 5 j. **Idaho:** Defendant's practices were and are in violation of Idaho's
6 Consumer Protection Act, Idaho Code Ann. § 48-601, *et seq.*
7
- 8 k. **Illinois:** Defendant's acts and practices were and are in violation of Illinois'
9 Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat.
10 505/2; and Uniform Deceptive Trade Practices Act, 815 Ill. Comp. Stat.
11 510/2.
12
- 13 l. **Indiana:** Defendant's practices were and are in violation of Indiana's
14 Deceptive Consumer Sales Act, Ind. Code Ann. § 24-5-0.5-1, *et seq.*
15
- 16 m. **Kansas:** Defendant's practices were and are in violation of Kansas's
17 Consumer Protection Act, Kat. Stat. Ann. § 50-623, *et seq.*
18
- 19 n. **Kentucky:** Defendant's practices were and are in violation of Kentucky's
20 Consumer Protection Act, Ky. Rev. Stat. Ann. § 367.110, *et seq.*
21
- 22 o. **Maine:** Defendant's practices were and are in violation of the Maine Unfair
23 Trade Practices Act, 5 Me. Rev. Stat. Ann. Tit. 5, § 205-A, *et seq.* and 10
24 Me. Rev. Stat. Ann. § 1101, *et seq.*
25
26

- 1 p. **Maryland:** Defendant's practices were and are in violation of Maryland's
2 Consumer Protection Act, Md. Code Ann. Com. Law § 13-101, *et seq.*
- 3 q. **Massachusetts:** Defendant's practices were unfair and deceptive acts and
4 practices in violation of Massachusetts' Consumer Protection Act, Mass.
5 Gen. Laws ch. 93A, § 2.
- 6 r. **Michigan:** Defendant's practices were and are in violation of Michigan's
7 Consumer Protection Act, Mich. Comp. Laws Ann. § 445.901, *et seq.*
- 8 s. **Minnesota:** Defendant's practices were and are in violation of Minnesota's
9 Prevention of Consumer Fraud Act, Minn. Stat. § 325F.68, *et seq.* and the
10 Unlawful Trade Practices law, Minn. Stat. § 325D.09, *et seq.*
- 11 t. **Missouri:** Defendant's practices were and are in violation of Missouri's
12 Merchandising Practices Act, Mo. Rev. Stat. § 407.010, *et seq.*
- 13 u. **Nebraska:** Defendant's practices were and are in violation of Nebraska's
14 Consumer Protection Act, Neb. Rev. Stat. § 59-1601, *et seq.* and the
15 Uniform Deceptive Trade Practices Act, § 87-302, *et seq.*
- 16 v. **Nevada:** Defendant's practices were and are in violation of Nevada's
17 Deceptive Trade Practices Act, Nev. Rev. Stat. Ann. §§ 598.0903 and
18 41.600.
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- 1 w. **New Hampshire:** Defendant's practices were and are in violation of New
2 Hampshire's Regulation of Business Practices for Consumer Protection,
3 N.H. Rev. Stat. Ann. § 358-A:1, *et seq.*
4
- 5 x. **New Jersey:** Defendant's practices were and are in violation of New
6 Jersey's Consumer Fraud Act, N.J. Stat. Ann. § 56:8-1, *et seq.*
7
- 8 y. **New Mexico:** Defendant's practices were and are in violation of New
9 Mexico's Unfair Practices Act, N.M. Stat. Ann. § 57-12-1, *et seq.*
10
- 11 z. **North Carolina:** Defendant's practices were and are in violation of North
12 Carolina's Unfair Deceptive Trade Practices Act, N.C. Gen. Stat. Ann. § 75-
13 1, *et seq.*
- 14 aa. **North Dakota:** Defendant's practices were and are in violation of North
15 Dakota's Unlawful Sales or Advertising Practices law, N.D. Cent. Code §
16 51-15-01, *et seq.*
17
- 18 bb. **Ohio:** Defendant's practices were and are in violation of Ohio's Consumer
19 Sales Practices Act, Ohio Rev. Code Ann. § 1345.01, *et seq.* and Ohio's
20 Deceptive Trade Practices Act. Ohio Rev. Code Ann. § 4165.01, *et seq.*
21
- 22 cc. **Oklahoma:** Defendant's practices were and are in violation of Oklahoma's
23 Consumer Protection Act, Okla. Stat. Ann. tit. 15 § 751, *et seq.*, and
24
25
26

1 Oklahoma's Deceptive Trade Practices Act, Okla. Stat. Ann. tit. 78 § 51, *et*
2 *seq.*

3 dd. **Oregon:** Defendant's practices were and are in violation of Oregon's
4 Unlawful Trade Practices law, Or. Rev. Stat. § 646.605, *et seq.*

5 ee. **Pennsylvania:** Defendant's practices were and are in violation of
6 Pennsylvania's Unfair Trade Practice and Consumer Protection Law, 73 Pa.
7 Stat. Ann. § 201-1, *et seq.*

8 ff. **Rhode Island:** Defendant's practices were and are in violation of Rhode
9 Island's Deceptive Trade Practices Act, R.I. Gen. Laws § 6-13.1-1, *et seq.*

10 gg. **South Dakota:** Defendant's practices were and are in violation of South
11 Dakota's Deceptive Trade Practices and Consumer Protection Act, S.D.
12 Codified Laws § 37-24-1, *et seq.*

13 hh. **Texas:** Defendant's practices were and are in violation of Texas' Deceptive
14 Trade Practices Consumer Protection Act, Tex. Bus. & Com. Code Ann. §
15 17.41, *et seq.*

16 ii. **Utah:** Defendant's practices were and are in violation of Utah's Consumer
17 Sales Practices Act, Utah Code Ann. § 13-11-1, *et seq.*, and Utah's Truth in
18 Advertising Law, Utah Code Ann. § 13-11a-1, *et seq.*

1 jj. **Vermont:** Defendant’s practices were and are in violation of Vermont’s
2 Consumer Fraud Act, Vt. Stat. Ann. tit. 9 § 2451, *et seq.*

3 kk. **Washington:** Defendant’s practices were and are in violation of
4 Washington Consumer Protection Act, Wash. Rev. Code Ann. § 19.86, *et*
5
6 *seq.*

7 ll. **West Virginia:** Defendant’s practices were and are in violation of West
8 Virginia’s Consumer Credit and Protection Act, W. Va. Code § 46A-6-101,
9
10 *et seq.*

11 mm. **Wisconsin:** Defendant’s practices were and are in violation of Wisconsin’s
12 Consumer Act, Wis. Stat. §421.101, *et seq.*

13 nn. **Wyoming:** Defendant’s practices were and are in violation of Wyoming’s
14 Consumer Protection Act, Wyo. Stat. Ann. §40-12-101, *et seq.*

15
16 63. Defendant violated the aforementioned states’ unfair and deceptive acts and
17 practices laws by representing that the Products are “Clearly Natural” and “Pure and
18 Natural”.

19
20 64. Contrary to Defendant’s representations, the Products are not “Clearly
21 Natural” and “Pure and Natural”.

22
23 65. Defendant’s misrepresentations were material to Plaintiff’s and Class
24 Members’ decision to pay a premium for the Products.
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66. Defendant made its untrue and/or misleading statements and representations willfully, wantonly, and with reckless disregard for the truth.

67. As a result of Defendant’s violations of the aforementioned states’ unfair and deceptive practices laws, Plaintiff and Class Members paid a premium for the Products.

68. As a result of Defendant’s violations, Defendant has been unjustly enriched.

69. Pursuant to the aforementioned states’ unfair and deceptive practices laws, Plaintiff and Class Members are entitled to recover compensatory damages, restitution, punitive and special damages including but not limited to treble damages, reasonable attorneys’ fees and costs and other injunctive or declaratory relief as deemed appropriate or permitted pursuant to the relevant law.

FOURTH CAUSE OF ACTION
BREACH OF EXPRESS WARRANTY
(On Behalf of Plaintiff and All Class Members)

70. Plaintiff repeats and re-alleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

71. Defendant provided the Plaintiff and Class Members with an express warranty in the form of written affirmations of fact promising and representing that the Products are “Clearly Natural” and “Pure and Natural”.

1 72. The above affirmations of fact were not couched as “belief” or “opinion,”
2 and were not “generalized statements of quality not capable of proof or disproof.”

3 73. These affirmations of fact became part of the basis for the bargain and were
4 material to the Plaintiff’s and Class Members’ transactions.
5

6 74. Plaintiff and Class Members reasonably relied upon the Defendant’s
7 affirmations of fact and justifiably acted in ignorance of the material facts omitted or
8 concealed when they decided to buy Defendant’s Products.
9

10 75. Within a reasonable time after she knew or should have known of
11 Defendant’s breach, Plaintiff, on behalf of herself and Class Members, placed Defendant
12 on notice of its breach, giving Defendant an opportunity to cure its breach, which it
13 refused to do.
14

15 76. Defendant breached the express warranty because the Products are not
16 “Clearly Natural” and “Pure and Natural”.
17

18 77. Defendant thereby breached the following state warranty laws:

- 19 a. Code of Ala. § 7-2-313;
20 b. Alaska Stat. § 45.02.313;
21 c. A.R.S. § 47-2313;
22 d. A.C.A. § 4-2-313;
23 e. Cal. Comm. Code § 2313;
24
25
26

- f. Colo. Rev. Stat. § 4-2-313;
- g. Conn. Gen. Stat. § 42a-2-313;
- h. 6 Del. C. § 2-313;
- i. D.C. Code § 28:2-313;
- j. Fla. Stat. § 672.313;
- k. O.C.G.A. § 11-2-313;
- l. H.R.S. § 490:2-313;
- m. Idaho Code § 28-2-313;
- n. 810 I.L.C.S. 5/2-313;
- o. Ind. Code § 26-1-2-313;
- p. Iowa Code § 554.2313;
- q. K.S.A. § 84-2-313;
- r. K.R.S. § 355.2-313;
- s. 11 M.R.S. § 2-313;
- t. Md. Commercial Law Code Ann. § 2-313;
- u. 106 Mass. Gen. Laws Ann. § 2-313;
- v. M.C.L.S. § 440.2313;
- w. Minn. Stat. § 336.2-313;
- x. Miss. Code Ann. § 75-2-313;

- y. R.S. Mo. § 400.2-313;
- z. Mont. Code Anno. § 30-2-313;
- aa. Neb. Rev. Stat. § 2-313;
- bb. Nev. Rev. Stat. Ann. § 104.2313;
- cc. R.S.A. 382-A:2-313;
- dd. N.J. Stat. Ann. § 12A:2-313;
- ee. N.M. Stat. Ann. § 55-2-313;
- ff. N.Y. U.C.C. Law § 2-313;
- gg. N.C. Gen. Stat. § 25-2-313;
- hh. N.D. Cent. Code § 41-02-30;
- ii. II. O.R.C. Ann. § 1302.26;
- jj. 12A Okl. St. § 2-313;
- kk. Or. Rev. Stat. § 72-3130;
- ll. 13 Pa. Rev. Stat. § 72-3130;
- mm. R.I. Gen. Laws § 6A-2-313;
- nn. S.C. Code Ann. § 36-2-313;
- oo. S.D. Codified Laws, § 57A-2-313;
- pp. Tenn. Code Ann. § 47-2-313;
- qq. Tex. Bus. & Com. Code § 2.313;

- 1 rr. Utah Code Ann. § 70A-2-313;
- 2 ss. 9A V.S.A. § 2-313;
- 3 tt. Va. Code Ann. § 59.1-504.2;
- 4
- 5 uu. Wash. Rev. Code Ann. § 6A.2-313;
- 6 vv. W. Va. Code § 46-2-313;
- 7
- 8 ww. Wis. Stat. § 402.313;
- 9 xx. Wyo. Stat. § 34.1-2-313.

10 78. As a direct and proximate result of Defendant's breach of express warranty,
11 Plaintiff and Class Members were damaged in the amount of the price they paid for the
12 Products, in an amount to be proven at trial.
13

14 **FIFTH CAUSE OF ACTION**
15 **VIOLATION OF THE MAGNUSON-MOSS**
16 **WARRANTY ACT, 15 U.S.C. § 2301 *et seq.***
17 **(On Behalf of Plaintiff and All Class Members)**
18

19 79. Plaintiff repeats and realleges each and every allegation contained in the
20 foregoing paragraphs as if fully set forth herein.
21

22 80. Plaintiff brings this claim individually and on behalf of all members of the
23 Class. Upon certification, the Class will consist of more than 100 named Plaintiffs.
24

1 81. The Magnuson-Moss Warranty Act provides a federal remedy for consumers
2 who have been damaged by the failure of a supplier or warrantor to comply with any
3 obligation under a written warranty or implied warranty, or other various obligations
4 established under the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*

6 82. The Products are “consumer products” within the meaning of the Magnuson-
7 Moss Warranty Act, 15 U.S.C. § 2301(1).

9 83. and other members of the Class are “consumers” within the meaning of the
10 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

12 84. Defendant is a “supplier” and “warrantor” within the meaning of the
13 Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301(4) & 2301(5).

15 85. Defendant represented in writing that the Products are “Clearly Natural” and
16 “Pure and Natural”.

18 86. These statements were made in connection with the sale of the Products and
19 relate to the nature of the Products and affirm and promise that the Products are as
20 represented and defect free and, as such, are “written warranties” within the meaning of
21 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6)(A).

23 87. As alleged herein, Defendant breached the written warranty by selling consumers
24 Products that are not “Clearly Natural” and “Pure and Natural”.

1 88. The Products do not conform to the Defendant's written warranty and therefore
2 violates the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.* Consequently, Plaintiff
3 and the other members of the Class have suffered injury and are entitled to damages in an
4 amount to be proven at trial.
5

6
7 **JURY DEMAND**
8

9 Plaintiff demands a trial by jury on all issues.

10 **WHEREFORE**, Plaintiff, on behalf of herself and the Class, prays for judgment as
11 follows:
12

- 13 (a) Declaring this action to be a proper class action under Rule 23 of the FRCP and
14 certifying Plaintiff as the representative of the nationwide class; and Ms. Paul as
15 the representative of the California Subclass;
16
17 (b) Entering preliminary and permanent injunctive relief against Defendant, directing
18 Defendant to correct its practices and to comply with consumer protection statutes
19 nationwide, including California consumer protection laws;
20
21 (c) Awarding monetary damages, including treble damages;
22
23 (d) Awarding punitive damages;
24
25
26

- 1 (e) Awarding Plaintiff and Class Members their costs and expenses incurred in this
2 action, including reasonable allowance of fees for Plaintiff's attorneys and experts,
3 and reimbursement of Plaintiff's expenses; and
4
5 (f) Granting such other and further relief as the Court may deem just and proper.
6

7 Dated: July 18, 2017

NATHAN & ASSOCIATES, APC

8
9 By: _____ /s/ Reuben D. Nathan

10 Reuben D. Nathan, Esq.

11 Email: rnathan@nathanlawpractice.com
12 2901 West Pacific Coast Highway, Suite 700
13 San Diego, California 92101
14 Tel:(619) 272-7014
15 Facsimile:(619) 330-1819

16
17 **THE SULTZER LAW GROUP P.C.**

18 Jason P. Sultzer /s/

19 By: _____
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Counsel for Plaintiff and the Class

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>)	DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>)
(b) County of Residence of First Listed Plaintiff _____ <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i>	County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i>
(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.	Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.)

<input type="checkbox"/> 1. U.S. Government Plaintiff	<input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2. U.S. Government Defendant	<input type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

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

IV. ORIGIN (Place an X in one box only.)

<input type="checkbox"/> 1. Original Proceeding	<input type="checkbox"/> 2. Removed from State Court	<input type="checkbox"/> 3. Remanded from Appellate Court	<input type="checkbox"/> 4. Reinstated or Reopened	<input type="checkbox"/> 5. Transferred from Another District (Specify)	<input type="checkbox"/> 6. Multidistrict Litigation - Transfer	<input type="checkbox"/> 8. Multidistrict Litigation - Direct File
-------------------------------------------------	------------------------------------------------------	-----------------------------------------------------------	----------------------------------------------------	-------------------------------------------------------------------------	-----------------------------------------------------------------	--------------------------------------------------------------------

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 140 Negotiable Instrument	PERSONAL INJURY	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	Other:	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	FEDERAL TAX SUITS
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	LABOR	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

QUESTION A: Was this case removed from state court? <input type="checkbox"/> Yes <input type="checkbox"/> No If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF: <input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo <input type="checkbox"/> Orange <input type="checkbox"/> Riverside or San Bernardino	INITIAL DIVISION IN CACD IS: Western Southern Eastern
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QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? <input type="checkbox"/> Yes <input type="checkbox"/> No If "no," skip to Question C. If "yes," answer Question B.1, at right.	B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question B.2.
If "no," skip to Question C. If "yes," answer Question B.1, at right.	B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.

QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? <input type="checkbox"/> Yes <input type="checkbox"/> No If "no," skip to Question D. If "yes," answer Question C.1, at right.	C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question C.2.
If "no," skip to Question D. If "yes," answer Question C.1, at right.	C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.

QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D.1. Is there at least one answer in Column A? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. →	D.2. Is there at least one answer in Column B? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓
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QUESTION E: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: →	

QUESTION F: Northern Counties?
Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? <input type="checkbox"/> Yes <input type="checkbox"/> No

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

IX(a). IDENTICAL CASES: Has this action been previously filed **in this court**? NO YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed **in this court**? NO YES

If yes, list case number(s): _____

Civil cases are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): _____

DATE: _____

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY(S)
OR OF PARTY APPEARING IN PRO PER



ATTORNEY(S) FOR:

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CASE NUMBER:

v.

Plaintiff(s),

Defendant(s)

**CERTIFICATION AND NOTICE
OF INTERESTED PARTIES
(Local Rule 7.1-1)**

TO: THE COURT AND ALL PARTIES OF RECORD:

The undersigned, counsel of record for _____
or party appearing in pro per, certifies that the following listed party (or parties) may have a pecuniary interest in
the outcome of this case. These representations are made to enable the Court to evaluate possible disqualification
or recusal.

(List the names of all such parties and identify their connection and interest. Use additional sheet if necessary.)

PARTY

CONNECTION / INTEREST

Date

Signature

Attorney of record for (or name of party appearing in pro per):

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff(s)

v.

Civil Action No.

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: