

ORIGINAL

1 Raymond P. Boucher, State Bar No. 115364  
ray@boucher.la  
2 Maria L. Weitz, State Bar No. 268100  
weitz@boucher.la  
3 BOUCHER LLP  
21600 Oxnard Street, Suite 600  
4 Woodland Hills, California 91367-4903  
Tel: (818) 340-5400  
5 Fax: (818) 340-5401

FILED  
Superior Court of California  
County of Los Angeles

JAN 11 2017

Sherril R. Carter, Executive Officer/Clerk  
By Crystal Vargas, Deputy  
Crystal Vargas

6 Alan M. Mansfield, State Bar No. 125998  
amansfield@whatleykallas.com  
7 WHATLEY KALLAS, LLP  
16870 W. Bernardo Drive, Suite 400  
8 San Diego, California 92127  
Tel: (858) 674-6641  
9 Fax: (855) 274-1888

10 Attorneys for Plaintiff MICHELLE QUESADA

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF LOS ANGELES, CENTRAL CIVIL WEST DISTRICT  
13

BOUCHER LLP

14 MICHELLE QUESADA, individually and on  
behalf of all those similarly situated,

15 Plaintiff,

16 v.

17 HERB THYME FARMS, INC., and DOES 1  
18 through 100, inclusive,

19 Defendants.  
20

Case No. BC436557

By Fax

21 THIRD AMENDED CLASS ACTION  
22 COMPLAINT

- 23 1. Violation of the Consumers Legal Remedies Act, Civ. Code § 1750, et seq.
- 24 2. Violation of Bus. & Prof. Code § 17500;
- 25 3. Violation of Bus. & Prof. Code § 17200 – Unlawful Conduct; and
- 26 4. Violation of Bus. & Prof. Code § 17200 – Unfair and Fraudulent Conduct

27 DEMAND FOR JURY TRIAL

28 Assigned for All Purposes to:  
Hon. Kenneth R. Freeman, Dept. 310

Action Filed: April 26, 2010  
Trial Date: none set

25 Plaintiff MICHELLE QUESADA, by and through her undersigned counsel, individually  
26 and on behalf of the Class of others similarly situated, brings this action against defendants HERB  
27 THYME FARMS, INC.; HTFH COMPANY, formerly known as Herb Thyme Holding Company;  
28 HTF, INC.; HTHG, INC., formerly known as Herbal Garden, Inc.; DIABLO MANAGEMENT

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1 GROUP, INC.; ROCKET FARMS, INC.; ROCKET FARMS HERBS, INC.; and MONTEREY  
2 PENINSULA HORTICULTURE, INC., seeking restitution, injunctive relief, and damages for the  
3 proposed Class as defined herein. All allegations in this Third Amended Complaint are based upon  
4 information and belief except for those allegations which pertain to the Plaintiff and her counsel.  
5 Plaintiff's information and belief are based upon, *inter alia*, the investigation conducted to date by  
6 Plaintiff and her counsel. Each allegation in this complaint either has evidentiary support or is  
7 likely to upon further investigation and discovery. Plaintiff alleges as follows:

8 I.

9 NATURE OF THE ACTION

10 1. Defendant HerbThyme is the largest grower, shipper and marketer of herbs in  
11 California. But that was not enough. So, when HerbThyme's profits grew at a slower rate than the  
12 company wanted, it turned to fraud. HerbThyme devised and carried out a scheme to take  
13 advantage of the growing popularity and profitability of the organic food movement.

14 2. As the owners and officers of HerbThyme well know, there is an ever increasing  
15 sentiment among consumers that organic food is healthier and better for the environment than  
16 conventionally grown alternatives, and consumers are willing to pay substantially more to  
17 purchase 100% organic food. With more consumers spending more money than ever on organic  
18 food, HerbThyme took advantage of this market trend to reap unlawful profits by defrauding  
19 California consumers. The Defendant simply started marketing and selling its conventionally  
20 grown herbs as "Fresh Organic," slapped higher price tags on its products, and turned a tidy albeit  
21 illicit profit.

22 3. Plaintiff and the Class members purchased these phony products believing them to  
23 be organic herbs, as the product packaging states. In fact, Plaintiff and Class were victims of  
24 HerbThyme's scheme to deliberately mislead customers into buying its products and paying much  
25 higher prices for a mix of organic and conventional herbs. HerbThyme stole money from Plaintiff  
26 and the Class and stole these consumers' right to choose the type of food they put in their bodies.  
27 Plaintiff and the Class believed purchasing 100% organic products to be an investment in their  
28 health and the future of the planet.

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1 management of the final steps required to liquidate Herb Thyme's remaining assets, to deal with  
2 creditors, and to wind-up the business.

3 9. Defendant ROCKET FARMS, INC. is a California corporation headquartered in  
4 Salinas, California. Defendant ROCKET FARMS HERBS, INC. is a California corporation  
5 headquartered in Salinas, California. Defendant MONTEREY PENINSULA HORTICULTURE,  
6 INC., a California corporation headquartered in Salinas, is the parent and operator of Defendants  
7 Rocket Farms, Inc. and Rocket Farms Herbs, Inc. In or about December 2012, Defendants  
8 MONTEREY PENINSULA HORTICULTURE, INC., ROCKET FARMS HERBS, INC., and  
9 ROCKET FARMS, INC. (collectively "ROCKET FARMS DEFENDANTS") purchased all or  
10 substantially all assets used or useful in the operation of Herb Thyme's business. The ROCKET  
11 FARMS DEFENDANTS assumed operation of Herb Thyme's organic herb production,  
12 packaging, sales, and marketing business, and assumed Herb Thyme's liabilities and obligations as  
13 ordinarily necessary for uninterrupted continuation of normal business operations.

14 10. The true names and capacities, whether individuals, corporate, or otherwise of  
15 Defendants, sued herein as DOES I through 100, inclusive, are unknown to Plaintiff at this time,  
16 who therefore sues said Defendants by such fictitious names and capacities. Plaintiff will seek  
17 leave to amend this Complaint to include said Defendants' true names when they have been  
18 ascertained. Plaintiff is informed and believes, and upon such information and belief hereby  
19 alleges, that each of the Defendants sued herein as a DOE Defendant is negligent or in some other  
20 manner liable or responsible for the events and happenings alleged in this Complaint and by their  
21 conduct directly and proximately caused Plaintiff and the Class to sustain the injuries and damages  
22 alleged herein.

23 11. At all relevant times, each of the Defendants, including Does 1 through 100,  
24 inclusive, was the agent, servant, employee, co-conspirator and/or joint venturer of each of the  
25 other Defendants. In doing the things herein alleged, each and every Defendant was acting within  
26 the course and scope of this agency, employment, conspiracy, and/or joint venture, and was acting  
27 with the consent, permission and authorization of each of the other Defendants. All actions of each  
28 Defendant, as alleged in the causes of action stated herein, were ratified, approved and/or

1 authorized by every other Defendant with full knowledge of such acts. Defendants are thus jointly  
2 and severally liable for such actions.

3 12. The term "Defendants," as used herein, shall mean the Defendants named in  
4 paragraphs 6-7 and all Defendant Does 1 through 100.

5 **III.**

6 **JURISDICTION & VENUE**

7 13. The Court has personal jurisdiction over Defendants because they have sufficient  
8 minimum contacts with California or otherwise intentionally avail themselves of the California  
9 market through regularly conducting business, marketing and selling its products in California  
10 and/or by having such other contacts with California so as to render the exercise of jurisdiction  
11 over it by the California courts consistent with notions of fair play and substantial justice.

12 14. The Federal Courts do not have subject matter or removal jurisdiction over this  
13 cause and, therefore, it is not removable. Specifically, pursuant to 28 U.S.C. § 1441, this action is  
14 not removable and California state court has jurisdiction over this case because both Defendant  
15 HerbThyme and Plaintiff Michelle Quesada are citizens of the state of California. In addition, no  
16 federal question is involved. Lastly, the federal district courts must decline jurisdiction over this  
17 matter pursuant to Class Action Fairness Act, 29 U.S.C. § I 332(d)(4)(B). More than two-thirds of  
18 the class members, as well as the primary defendant, are citizens of California. As such, any  
19 removal of this case to federal court would be wrongful and fraudulent and done solely for the  
20 purposes of delay. Therefore, should Defendants seek to improperly remove this case to federal  
21 court. Plaintiff will seek sanctions.

22 15. Venue is proper in Los Angeles County, California pursuant to Section 395(b) of  
23 the California Code of Civil Procedure because that Defendant HerbThyme is a resident citizen of  
24 Los Angeles County, California. Venue is also proper in this Court pursuant to Civil Code § 1780.

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IV.

CLASS ACTION ALLEGATIONS

16. Plaintiff brings this class action pursuant to California Code of Civil Procedure § 382 and Civil Code § 1781 on behalf of the following California consumer class (the "Class"):

All persons within the state of California who purchased HerbThyme fresh herbs sold as "Fresh Organic" but which included some portion of conventionally grown herbs. Excluded from this Class are Defendants: the officers, directors and employees of Defendants; any entity in which Defendants have a controlling interest; and any affiliate, legal representative, heir of assign of Defendants; also excluded are any judicial officer presiding over this action.

17. At all material times. Plaintiff named herein was and is within the Class as described in the paragraph above.

18. The Class is so numerous that is impractical to bring all members of the Class before the Court. Plaintiff reasonably estimates that there are many thousands of purchasers throughout California.

19. There is a well-defined community of interest in the questions of law and fact at issue in this action. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members. Common legal and factual questions include:

a. Whether HerbThyme sold fresh herb products as "Fresh Organic" herb products when the products in fact contained a blend of organic and conventionally grown herbs;

b. Whether the manner by which HerbThyme advertised and marketed its "Fresh Organic" fresh herb product line as "Fresh Organic" and/or as "USDA Organic" was likely to deceive consumers;

c. Whether representing and selling a blend of organic and conventionally grown herbs as "Fresh Organic" constitutes an unfair or fraudulent business act or practice;

d. Whether, by its misconduct as set forth herein, Defendants engaged in unfair, deceptive, untrue or misleading advertising;

e. Whether Defendants' conduct was intentional;

1 f. Whether the conduct of Defendants, and each of them, establishes liability  
2 in favor of the Class;

3 g. Whether the Class is entitled to recover damages and the proper measure of  
4 such damages;

5 h. Whether the Class is entitled to recover restitution and the proper measure  
6 of such restitution; and

7 i. Whether injunctive relief is proper.

8 20. Plaintiff's claims are typical of the claims of the members of the Class which she  
9 seeks to represent. Plaintiff will fairly and adequately protect the interests of the Class which she  
10 seeks to represent because her interests do not conflict with the interests of the members of the  
11 Class. Plaintiff has retained counsel competent and experienced in complex class action litigation  
12 and Plaintiff intends to prosecute this action vigorously.

13 21. A class action is superior to any other available method for the fair and efficient  
14 adjudication of the claims of the members of the Class. Plaintiff, and the other members of the  
15 Class, will not be able to obtain effective and economic legal redress unless the action is  
16 maintained as a class action. Without class certification, the prosecution of separate actions by  
17 individual members of the Class would create a risk of:

18 a. Inconsistent or varying adjudications with respect to individual members of  
19 the Class which would establish incompatible standards of conduct for Defendants; and/or

20 b. Adjudications with respect to the individual members which would, as a  
21 practical matter, be dispositive of the interests of other members not parties to the adjudication, or  
22 would substantially impair or impede their ability to protect their interests; and/or

23 c. Unnecessary delay and expense to all parties and to the court system.

24 22. On information and belief, no other class action asserting the same or similar  
25 factual allegations has been filed against any of the Defendants during the three years preceding  
26 the filing of this action.

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V.

**ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

23. HerbThyme is the largest grower, shipper and marketer of California-grown herbs in the United States. Its "Fresh Organic" product line is sold in the produce section of grocery stores throughout California and the rest of the country.

24. HerbThyme owns and operates two types of farms. It owns and operates a number of large farms located throughout Central and Southern California where it grows conventional herb crops. only. These include HerbThyme's Camarillo and Thermal farms. HerbThyme also separately owns and operates one relatively small farm where it grows organic herbs.

HerbThyme's Oceanside farm has been separately certified organic by a registered certifying agent (the GOCA) pursuant to the Organic Foods Production Act and the National Organic Program and is presumably operated under an Organic System Plan ("OSP"). This action does not concern or challenge the organic certification issued to this farm, the OSP of this farm, or Defendants' compliance with either the certification issued to this farm or OSP under which it operates.

25. In this action. Plaintiff seeks redress harm arising from the false and deceptive manner by which Defendants market and sell a particular line of fresh herb products it calls "Fresh Organic." The products which are the subject of this litigation contain all or some portion of conventionally grown fresh herbs. However, they are labeled, marketed and sold by Defendants as being "organic" fresh herbs.

26. During the relevant period, HerbThyme's bank loan covenants required it to limit capital expenditures. In order to meet these budget expectations, Defendants began to scheme up a way to generate more revenue. As part of the overall effort to satisfy the banks and increase HerbThyme's profits, Defendants knowingly and intentionally added products grown at its conventional farm sites, including Camarillo, to products sold as "Fresh Organic" product. Defendants did so with full knowledge of the deception these acts would perpetrate upon consumers who want to purchase organic food.

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1           27. Defendants filled orders for fresh herb products daily. In order to make more  
2 money, Defendants did not limit orders for its fresh organic products to the amount of herbs  
3 actually being grown on its organic farm. Instead, Defendants took orders for organic herbs, which  
4 were substantially always in excess of its ability to fill. To fill these orders, and make as much  
5 money as they could, Defendants simply added conventionally grown herbs. To carry out their  
6 scheme, Defendants trucked in conventionally grown herb crops to its organic farm. The  
7 conventional and organic herbs were all put in identical purple buckets (HerbThyme's designation  
8 that a product is organic) and sent off all the herbs together to HerbThyme's processing facility.  
9 The organic and conventional herbs were brought to a single packing and labeling facility. There,  
10 Defendants removed the herbs from the buckets and processed all the fresh herbs together. The  
11 combined herbs were packaged, labeled and sent out as "Fresh Organic" product.

12           28. In fact, Defendant even took orders for some particular organic herbs which  
13 HerbThyme did not grow organically at all. As to these orders, Defendant simply used all  
14 conventionally grown herbs.

15           29. At all relevant times herein Defendants were aware that HerbThyme's "Fresh  
16 Organic" herb products were not 100% organic herb products. Defendants' plan to include  
17 conventionally grown herbs in products sold as organic so these products would fetch a much  
18 higher price was common knowledge among HerbThyme officers and employees. Defendants  
19 actually encouraged employees to carry out and participate in this deception in an effort to  
20 increase HerbThyme's profit margin.

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1           30.   HerbThyme deliberately promoted and continues to promote its conventionally  
2 grown fresh herb products to consumers in a false and misleading manner. Because consumers pay  
3 premium prices to purchase organic food. HerbThyme has and continues to target consumers who  
4 are willing to pay these higher prices. In order to sell its products to these consumers at a much  
5 greater price than it otherwise could. HerbThyme grows conventional herbs which it promotes and  
6 sells as "Fresh Organic." The "Fresh Organic" fresh herb standard product packaging, shown  
7 below, evidences the manner by which Defendants promote HerbThyme's "Fresh Organic"  
8 product line of fresh herbs to consumers:



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23           31.   As the product packaging indicates, Defendants represent, advertise and sell these  
24 blends of organic and conventionally grown herbs as "Fresh Organic." Defendants also include on  
25 the product packaging a "USDA Organic" graphic. Defendants include these representations on its  
26 "Fresh Organic" herb products with the specific intent of deceiving consumers into believing  
27 HerbThyme's conventional herbs are, in fact, organic.  
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1           32.     As HerbThyme well knows, due to the perceived health and environmental benefits  
2 of organic foods, consumers are increasingly incorporating organic into their lifestyles, even at a  
3 cost of twenty to one-hundred percent more than conventionally grown food counterparts. In fact,  
4 sales of organic food in the U.S. have grown from \$1 billion in 1990 to \$22.9 billion in 2008. That  
5 figure is expected to rise to as much as \$28 billion by 2012.

6           33.     For many consumers, the primary reason for purchasing organic food is the  
7 perceived health benefits associated with the term "organic." HerbThyme knows that consumers  
8 will pay more for organic produce because these consumers are looking to reduce their exposure  
9 to toxic residues, including known carcinogens associated with conventionally grown produce.

10          34.     Customers who purchase organic food often do so with intent to avoid ingestion of  
11 poisonous chemicals. Aside from being "green," there is also some evidence that organically  
12 grown food is more nutritious than conventionally grown food. And, these consumers know and  
13 expect to pay higher prices for organic food than they otherwise pay for that same food.

14          35.     HerbThyme also knows that in choosing to buy organic food, consumers rely on  
15 product packaging, including the USDA organic food graphic and other affirmative  
16 representations found on food packaging which indicate whether a product is organic. In  
17 purchasing HerbThyme's "Fresh Organic" herbs, Plaintiff and the Class did rely on Defendants'  
18 affirmative representations that these products were 100% organic. They were not.

19          36.     Stated simply, Defendants lied about the nature of its "Fresh Organic" product line  
20 of herbs. Defendants affirmatively represented to consumers, including Plaintiff, that its "Fresh  
21 Organic" products are 100% organic products, when they are not. Defendants demanded premium  
22 organic prices without providing premium organic product. In this way, Defendants profited from  
23 their deception at the expense of Plaintiff and Plaintiff Class.

24          37.     Defendants' false, deceptive and misleading advertising, marketing, promotion  
25 and/or labeling of its conventional herb products as "Fresh Organic," and the use of an "USDA  
26 Organic" graphic, directly and proximately caused Plaintiff and the Class to suffer injury in fact  
27 and lost money. Plaintiff and the Class have suffered financial loss. As a result of Defendants'  
28 deceptive marketing scheme, as set forth herein, Plaintiff and the Class were misled into paying

1 more for HerbThyme's "Fresh Organic" products than they otherwise would have but for  
2 Defendants' representations, resulting in injury in fact and loss of money or property.

3 **FIRST CAUSE OF ACTION**

4 **(For Violation of California Consumer Legal Remedies Act)**

5 38. Plaintiff hereby incorporates all preceding paragraphs by reference as if fully set  
6 forth herein at length.

7 39. The California Consumer Legal Remedies Act ("CLRA") applies to Defendants'  
8 actions and conduct described herein because it extends to transactions that are intended to result,  
9 or which have resulted, in the sale of goods to consumers.

10 40. Plaintiff and each member of the Class are "consumers" within the meaning of  
11 California Civil Code section 1761(d).

12 41. HerbThyme's "Fresh Organic" herbs are "goods" within the meaning of California  
13 Civil Code Section 1761(a).

14 42. Defendants have violated the CLRA in at least the following respects:

15 a. In violation of Section 1770(a)(2), Defendants have misrepresented the  
16 source, approval or certification of their non-organic fresh herb products, *i.e.*, their "Fresh  
17 Organic" herb products;

18 b. In violation of Section 1770(a)(5), Defendants have represented that their  
19 non-organic fresh herb products, *i.e.*, their "Fresh Organic" herb products, have characteristics and  
20 benefits they do not have;

21 c. In violation of Section 1770(a)(7), Defendants have represented that their  
22 non-organic fresh herb products, *i.e.*, their "Fresh Organic" herb products, are of a particular  
23 standard, quality, or grade when they are not; and

24 d. In violation of Section 1770(a)(9), Defendants have advertised their  
25 nonorganic herb products, *i.e.*, their "Fresh Organic" product line, with an intent not to sell them  
26 as advertised.

27 43. Defendants materially misrepresented their "Fresh Organic" herbs on the product  
28 labeling and in marketing information.

1           44. Defendants falsely represented material facts regarding its "Fresh Organic" herbs to  
2 Plaintiff and the Class members, including that its products were 100% organic herbs and through  
3 the use of an "USDA Organic" graphic. Defendants failed to disclose and intentionally omitted the  
4 material fact that its products were not 100% organic, but included regular, conventionally grown  
5 fresh herbs. This type of information is relied upon by consumers, including Plaintiff and the  
6 Class, in making purchase decisions and is fundamental to the decision as to whether a consumer  
7 will purchase and incorporate HerbThyme's fresh herb products into his/her diet.

8           45. Had Defendants not affirmatively misrepresented its product to and/or disclosed  
9 this material information regarding HerbThyme's fresh herb products to Plaintiff, she would not  
10 have paid a premium to purchase HerbThyme's "Fresh Organic" herbs.

11           46. Defendants' affirmative misrepresentations and material omissions, and  
12 Defendants' publication of these material inaccuracies about HerbThyme's "Fresh Organic"  
13 products constitute unfair, deceptive, and misleading business practices in violation of Civil Code  
14 section 1770(a).

15           47. Defendants' deceptive acts and omissions occurred in the course of selling a  
16 consumer product and have occurred continuously up to the present. Defendants continue to  
17 engage in these unfair and deceptive practices. and will continue to engage in such unlawful  
18 conduct unless and until an order issues enjoining Defendants' wrongful conduct. Plaintiff and  
19 other members of the general public have no other remedy at law that will prevent Defendants'  
20 misconduct as alleged herein from occurring and/or reoccurring in the future.

21           48. As a direct and proximate result of Defendants' violation of Civil Code section  
22 1770, et seq., Plaintiff and other Class members have suffered actual damages and irreparable  
23 harm. Plaintiff, on behalf of herself and the Class, seek injunctive relief, and damages. On July 15,  
24 2010, thirty or more days before filing the instant First Amended Complaint. Plaintiff notified  
25 HerbThyme of the particular alleged violations of Section 1770 and demanded that HerbThyme  
26 correct the goods alleged to be in violation of Section 1770. Within the 30 day corrective period  
27 and thereafter HerbThyme has failed to correct the alleged wrongs. Having thus complied with  
28 Civil Code section 1782, Plaintiff seeks damages individually and on behalf of the Class. Plaintiff

1 will amend this Complaint to seek damages on behalf of Plaintiff and the Class as a matter of right  
2 upon prerequisite compliance with Civil Code section 1782.

3 **SECOND CAUSE OF ACTION**

4 **(For Violation of Cal. Bus. & Prof. Code Section 17500)**

5 49. Plaintiff hereby incorporates all preceding paragraphs by reference as if fully set  
6 forth herein at length.

7 50. Plaintiff and the Class have suffered injury in fact and have lost money or property  
8 as a result of Defendants' misconduct, as set forth herein.

9 51. Defendants engaged in advertising and marketing to the public and offered for sale  
10 HerbThyme's "Fresh Organic" product line throughout California.

11 52. Defendants have engaged in the advertising and marketing alleged herein with  
12 intent to directly or indirectly induce the sale of purchase of HerbThyme's "Fresh Organic"  
13 products to consumers like Plaintiff and the Class.

14 53. Defendants' advertisements and marketing representations regarding their Fresh  
15 Organic" products were and are false, misleading, and likely to deceive the public and/or have  
16 deceived the public by falsely representing the factual characteristics of their "Fresh Organic"  
17 herbs, as set forth more fully above.

18 54. At the time Defendants made and disseminated the statements alleged herein.  
19 Defendants knew or should have known that the statements were untrue or misleading, and  
20 Defendants acted in violation of the Business and Professions Code § 17500, et seq.

21 55. Plaintiff, on behalf of herself and on behalf of the Class, seeks restitution,  
22 injunctive relief and all other relief allowable under California Business and Professions Code §  
23 17500, et seq.

24 **THIRD CAUSE OF ACTION**

25 **(For Unlawful Conduct in Violation of Bus. & Prof. Code section 17200)**

26 56. Plaintiff hereby incorporates all preceding paragraphs by reference as if fully set  
27 forth herein at length.

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1 herbs were "Fresh Organic" herbs and were "USDA Organic" food.

2 67. Defendants deceived and continue to deceive consumers, including Plaintiff and  
3 Class members, into purchasing HerbThyme's "Fresh Organic" herb products, so Defendants may  
4 extract premium prices from these consumers.

5 68. Defendants engaged in this conduct with full knowledge of the deception these acts  
6 would perpetrate upon consumers who want to purchase organic food. Defendants, and each of  
7 them, knew or should have known of the misleading and deceptive effect of packaging  
8 conventional product as organic product.

9 69. As a result of Defendants' acts of unfair competition, Plaintiffs and each member  
10 of the Class have suffered injury in fact by paying money to purchase HerbThyme products that  
11 they would not have purchased had Defendants not misrepresented its product.

12 70. The harm to Plaintiff, members of the general public, and others similarly situated  
13 outweighs the utility of Defendants' policies, acts and/or practices and, consequently Defendants'  
14 conduct herein constitutes an unlawful business act or practice within the meaning of California  
15 Business & Professions Code § 17200, et seq.

16 71. The unfair, deceptive and/or fraudulent business practices of Defendants, as fully  
17 described herein, present a continuing threat to members of the public to be misled and/or  
18 deceived by Defendants. Plaintiff and other members of the general public have no other remedy  
19 at law that will prevent Defendants' misconduct as alleged herein from occurring and/or  
20 reoccurring in the future.

21 72. Plaintiff, on behalf of herself and on behalf of each member of the Class, seeks  
22 restitution, injunctive relief and other relief allowed under § 17200, et seq.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff, on behalf of herself and the Class, respectfully prays for  
25 judgment against the Defendants as follows:

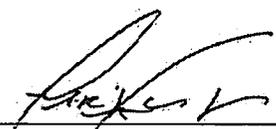
26 a. An order certifying this case as a class action and appointing Plaintiff and  
27 her counsel to represent the Class;

28 b. Restitution to Plaintiff and each member of the Class;

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- c. For an award of compensatory damages;
- d. For an order permanently enjoining Defendants from further engaging in the wrongful conduct alleged by Plaintiff in the Complaint;
- e. For pre- and post-judgment interest to the extent provided by the law;
- f. For reasonable attorneys' fees and the costs of this action; and
- g. For such other relief as this Court may deem just and proper.

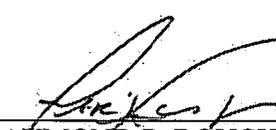
DATED: January 11, 2017                      BOUCHER LLP

By:   
 \_\_\_\_\_  
 RAYMOND P. BOUCHER  
 MARIA L. WEITZ  
 Attorneys for Plaintiff MICHELLE QUESADA

**JURY TRIAL DEMAND**

Plaintiff hereby respectfully demands a jury trial for all claims so triable.

DATED: January 11, 2017                      BOUCHER LLP

By:   
 \_\_\_\_\_  
 RAYMOND P. BOUCHER  
 MARIA L. WEITZ  
 Attorneys for Plaintiff MICHELLE QUESADA

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1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 At the time of service, I was over 18 years of age and not a party to this action. I am  
4 employed in the County of Los Angeles, State of California. My business address is 21600  
Oxnard Street, Suite 600, Woodland Hills, CA 91367-4903.

5 On January 11, 2017, I served true copies of the following document(s) described as  
6 **THIRD AMENDED CLASS ACTION COMPLAINT** on the interested parties in this action as  
follows:

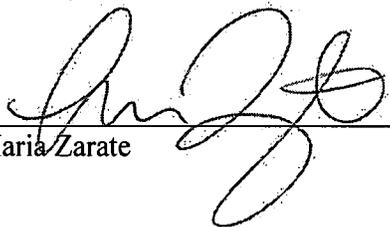
7 HERB THYME FARMS, INC.  
8 c/o Gerard Keena, Designated Agent for  
Service of Process  
9 2512 Telegraph Ave., Suite 202  
Berkeley, CA 94704

10 *Defendant Herb Thyme Farms, Inc.*

11  
12 **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the  
13 persons at the addresses listed in the Service List and placed the envelope for collection and  
14 mailing, following our ordinary business practices. I am readily familiar with the practice of  
Boucher LLP for collecting and processing correspondence for mailing. On the same day that  
15 correspondence is placed for collection and mailing, it is deposited in the ordinary course of  
business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I  
16 am a resident or employed in the county where the mailing occurred. The envelope was placed in  
the mail at Woodland Hills, California.

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

18 Executed on January 11, 2017, at Woodland Hills, California.

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21 \_\_\_\_\_  
22 Maria Zarate  
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