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*Attorneys for Plaintiff*

9 IN THE UNITED STATES DISTRICT COURT

10 FOR THE EASTERN DISTRICT OF CALIFORNIA

11 ASHLEY HALE individually, and on  
12 behalf of other members of the  
13 general public similarly situated,

Plaintiff,

14 vs.

15 MANNA PRO PRODUCTS, LLC;  
16 DOES 1-10, INCLUSIVE,

17 Defendant.

Case No.

**CLASS ACTION COMPLAINT**

- (1) Unfair and Unlawful Violations of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*)
- (2) Fraudulent Violations of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*)
- (3) Violations of the False Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.*

**Jury Trial Demanded**

1 Plaintiff ASHLEY HALE (“Plaintiff”), individually and on behalf of all  
2 other members of the public similarly situated, allege as follows:

3 **NATURE OF THE ACTION**

4 1. Plaintiff brings this class action Complaint against Defendant  
5 MANNA PRO PRODUCTS, LLC (hereinafter “Defendant”) to stop Defendant’s  
6 practice of double charging consumers for purchases, causing consumers such as  
7 Plaintiff, to exceed the limit on their credit cards, and to obtain redress for a  
8 nationwide class of consumers (“Class Members”) who suffered damages, within  
9 the applicable statute of limitations period, as a result of Defendant’s improper  
10 method of charging consumers.

11 2. Defendant is a corporation with principal place of business in  
12 Missouri and state of incorporation in Missouri and is engaged in the sale and  
13 distribution of retail goods nationwide.

14 3. Defendant has a systemic policy and practice in place to mislead its  
15 consumers across the nation. Defendant advertises the items it sells as being of a  
16 particular quality, but then includes hidden ingredients in its products without ever  
17 disclosing this information to consumers at any time, neither prior to nor at the  
18 point of sale.

19 4. Consumers rely on the advertisements, including price tags, receipts,  
20 and signage, in order to evaluate what items to purchase and make an informed  
21 decision. Consumers defer to these advertisements in order to determine how  
22 much they will spend and how much they were charged. When such information  
23 is falsely represented to consumers, their decisions become misinformed and their  
24 ability to make responsible choices taken from them.

25 5. Defendant has utilized its position of power to feed false information  
26 to consumers in order to deceive them into making purchases that they would  
27 otherwise not make to obtain an unfair and unjust benefit. Specifically, Defendant  
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1 has been purposefully, intentionally, and willfully misleading its consumers into  
2 believing that the quality of its products, in this case, it's rabbit feed, it much  
3 different than it is. Defendant advertises and represents objectively false  
4 statements about the fact that it's products do not contain corn, in order to take  
5 advantage of consumers who are actively trying to rational economic choices  
6 about what to purchase. Defendant has not only taken advantage of those that seek  
7 to make these economic decisions, but Defendant is gaining an unfair advantage  
8 over its competitors by directly lying to the consumers who rely on Defendant's  
9 advertising practices and procedures.

10 6. Plaintiff thus brings this action on behalf of herself and all those  
11 similarly situated to Plaintiff who purchased within the applicable Statute of  
12 Limitations a product from Defendant ("Class Members") for damages for the  
13 amount of damaged caused to the members of the Class, restitution for the  
14 disgorgement of profits made from sales of unfair additional items that Defendant  
15 misled the members of the Class into purchasing, and for injunctive, declaratory,  
16 and equitable relief demanding that Defendant cease engaging in its unlawful,  
17 unfair and fraudulent business and advertising practices.

## 18 **JURISDICTION AND VENUE**

19 7. This class action is brought pursuant to Federal Rule of Civil  
20 Procedure 23. All claims in this matter arise exclusively under California law.

21 8. This matter is properly venued in the United States District Court for  
22 the Eastern District of California, in that Plaintiff purchased the products from  
23 Shasta County and Defendant sold its products to Plaintiff in that location.  
24 Plaintiff resides in the Eastern District of California and Defendants do business,  
25 inter alia, in the Eastern District of California.

26 9. There is original federal subject matter jurisdiction over this matter  
27 pursuant to the Class Action Fairness Act of 2005, Pub. L. 109-2, 119 Stat. 4 (Feb.  
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1 18, 2005), by virtue of 28 U.S.C. §1332(d)(2), which explicitly provides for the  
2 original jurisdiction of federal courts in any class action in which at least 100  
3 members are in the proposed plaintiff class, any member of the plaintiff class is a  
4 citizen of a State different from the State of citizenship of any defendant, and the  
5 matter in controversy exceeds the sum of \$5,000,000.00, exclusive of interests and  
6 costs.

7 10. In the case at bar, there are at least 100 members in the proposed Class  
8 and Sub-classes, the total claims of the proposed Class members are in excess of  
9 \$5,000,000.00 in the aggregate, exclusive of interests and costs, and Plaintiff seeks  
10 to represent a nationwide class of consumers, establishing minimum diversity.

### 11 **THE PARTIES**

12 11. Plaintiff Ashley Hale is a citizen and resident of the State of  
13 California, County of Shasta.

14 12. Defendant MANNA PRO PRODUCTS, LLC. is a corporation  
15 company with its principle place of business located and headquartered in  
16 Missouri. Defendant conducts business in the State of California, and sells its  
17 products throughout. Defendant's State of Incorporation is in Missouri.

18 13. Plaintiff is informed and believes, and thereon alleges, that each and  
19 all of the acts and omissions alleged herein were performed by, or is attributable  
20 to, Defendants and/or its employees, agents, and/or third parties acting on its  
21 behalf, each acting as the agent for the other, with legal authority to act on the  
22 other's behalf. The acts of any and all of Defendants' employees, agents, and/or  
23 third parties acting on its behalf, were in accordance with, and represent, the  
24 official policy of Defendants.

25 14. Plaintiff is informed and believes, and thereon alleges, that said  
26 Defendants are in some manner intentionally, negligently, or otherwise  
27 responsible for the acts, omissions, occurrences, and transactions of each and all  
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1 its employees, agents, and/or third parties acting on its behalf, in proximately  
2 causing the damages herein alleged.

3 15. At all relevant times, Defendants ratified each and every act or  
4 omission complained of herein. At all relevant times, Defendants, aided and  
5 abetted the acts and omissions as alleged herein.

6 **PLAINTIFF'S FACTS**

7 16. On September 18, 2017, Plaintiff opened a bag of Manna Pro  
8 Products, LLC Select Series rabbit food in order to feed her rabbits. This bag was  
9 clearly marked with a label stating "Contains No Corn: Helps Reduce The Risk of  
10 Digestive Disorders." The ingredients label similarly omitted any reference to corn  
11 as an ingredient in the bag that Plaintiff had purchased.

12 17. In fact, it is well known by rabbit breeders that corn is very  
13 dangerous to feed to rabbit. Research has shown that including corn in the feed  
14 can increase the risk of a toxic mold, which mimics rabies and can cause death to  
15 the animals. It also is an unhealthy grain for these animals to ingest, causing them  
16 to put on "bad" fat, and have increased health issues. For this reason, many  
17 breeders and rabbit owners, such as Plaintiff, avoid any food with corn as an  
18 ingredient.

19 18. Plaintiff relief on the information presented to her prior to purchase  
20 and at the point of sale when purchasing this brand of rabbit food for her  
21 animals.

22 19. On September 18, 2017, Plaintiff noticed in her recently purchased  
23 bag of rabbit food, that there was, in fact, a lot of corn mixed in with the rabbit  
24 pellets, despite the clear labeling. Plaintiff picked out at least a half a cup of corn,  
25 by hand, from this bag purporting to contain "No corn."

26 20. Plaintiff immediately called customer service to complain about this  
27 occurrence, and was brushed off, stating that this is an "extremely uncommon  
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1 occurrence” because the company has such rigorous product management.  
2 However, when Plaintiff posted about the occurrence in a nationwide group for  
3 rabbit breeders, at least two other breeders who live in Plaintiff’s region stated that  
4 they had the exact same experience with this Defendant.

5 21. In fact, in complaints going as far back as 2012, consumers have been  
6 posting about this same issue, with repeated assurances by customer service that  
7 it was a “batch specific” issue. Clearly, this is an ongoing issue that has never been  
8 addressed. In one instance, a consumer was purportedly told by customer service  
9 “I was assured that corn is NOT part of the feed, but they also manufacture deer  
10 feed for hunting season, so the lady I spoke with thinks the machinery may not  
11 have been cleaned properly between the two, causing some cross contamination.”<sup>1</sup>

12 22. Defendant markets its “Pro” series products as having no corn, so that  
13 it can sell the feed at a higher cost than other products which do contain corn.

14 23. When Plaintiff discovered the inclusion of corn in this feed, she was  
15 shocked, frustrated, and disgusted.

16 24. Defendants profit from the sale of their retail products to Plaintiff. If  
17 Plaintiff had known that Defendants were adding corn to their products, despite  
18 specific labels stating that no corn was added, Plaintiff would never have  
19 purchased this product for her rabbits.

20 25. Defendants never informed Plaintiff that there was corn in the  
21 products, and the fact that corn was included defies the clear labeling on the  
22 package.

23 26. On behalf of the class and members of the public similarly situated to  
24 Plaintiff seeks an injunction requiring Defendants to cease placing these unfair  
25 business practices.

26 27. Such sales tactics rely on falsities and have a tendency to mislead and  
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28 <sup>1</sup> <http://rabbittalk.com/there-is-corn-in-my-mannapro-t5811-15.html>

1 deceive a reasonable consumer.

2 28. Plaintiff alleges that such conduct is part of a common scheme to  
3 mislead consumers, is an unfair business practice, and causes damage and harm to  
4 consumers such as Plaintiff who are caused to exceed their credit limits and suffer  
5 penalties due to these unauthorized charges.

6 29. Plaintiff would not have purchased the products and services if she  
7 knew that the feed included corn.

8 30. Had Defendants properly represented the contents/ingredients of the  
9 rabbit feed, Plaintiff would not have purchased the feed. Defendant should have  
10 made this representation clearly to Plaintiff, but instead those facts were  
11 concealed.

12 31. Plaintiff gave her money, attention and time to Defendant because of  
13 the representation that the feed did not contain corn. Defendants benefited from  
14 falsely advertising the ingredients of the feed. Defendants benefited on the loss to  
15 Plaintiff and provided nothing of benefit to Plaintiff in exchange.

16 32. Had Defendants properly marketed, advertised, and represented the  
17 Class Products, no reasonable consumer who purchased or attempted to purchase  
18 the feed would have known that, despite false representations, the feed actually  
19 did contain corn.

### 20 **CLASS ACTION ALLEGATIONS**

21 33. Plaintiff brings this action, on behalf of herself and all others similarly  
22 situated, and thus, seeks class certification under Federal Rule of Civil Procedure  
23 23.

24 34. The class Plaintiff seeks to represent (the "Class") is defined as  
25 follows:

26 All consumers, who, between the applicable statute of  
27 limitations and the present, purchased or attempted to  
28 purchase retail products from Defendant that advertised  
that the products did not contain corn as an ingredient.

1           35. As used herein, the term “Class Members” shall mean and refer to the  
2 members of the Class described above.

3           36. Excluded from the Class is Defendant, its affiliates, employees,  
4 agents, and attorneys, and the Court.

5           37. Plaintiff reserves the right to amend the Class, and to add additional  
6 subclasses, if discovery and further investigation reveals such action is warranted.

7           38. Upon information and belief, the proposed class is composed of  
8 thousands of persons. The members of the class are so numerous that joinder of  
9 all members would be unfeasible and impractical.

10           39. No violations alleged in this complaint are contingent on any  
11 individualized interaction of any kind between class members and Defendant.

12           40. Rather, all claims in this matter arise from the identical, false,  
13 affirmative representations of the services, when in fact, such representations were  
14 false.

15           41. There are common questions of law and fact as to the Class Members  
16 that predominate over questions affecting only individual members, including but  
17 not limited to:

18           (a) Whether Defendant engaged in unlawful, unfair, or deceptive  
19 business practices in selling products to Plaintiff and other  
20 Class Members;

21           (b) Whether Defendants made misrepresentations with respect to  
22 the products sold to consumers;

23           (c) Whether Defendants violated California Bus. & Prof. Code §  
24 17200, *et seq.* and California Bus. & Prof. Code § 17500, *et*  
25 *seq.*;

26           (d) Whether Defendants violated California Bus. & Prof. Code §  
27 17200, *et seq.* and California Bus. & Prof. Code § 17500, *et*  
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*seq.;*

- (e) Whether Plaintiff and Class Members are entitled to equitable and/or injunctive relief;
- (f) Whether Defendants’ unlawful, unfair, and/or deceptive practices harmed Plaintiff and Class Members; and
- (g) The method of calculation and extent of damages for Plaintiff and Class Members.

42. Plaintiff is a member of the class she seeks to represent

43. The claims of Plaintiff are not only typical of all class members, they are identical.

44. All claims of Plaintiff and the class are based on the exact same legal theories.

45. Plaintiff has no interest antagonistic to, or in conflict with, the class.

46. Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member, because Plaintiff bought Class Products from Defendants during the Class Period. Defendant’s unlawful, unfair and/or fraudulent actions concerns the same business practices described herein irrespective of where they occurred or were experienced. Plaintiff’s claims are typical of all Class Members as demonstrated herein.

47. Plaintiff will thoroughly and adequately protect the interests of the class, having retained qualified and competent legal counsel to represent herself and the class.

48. Common questions will predominate, and there will be no unusual manageability issues.

**FIRST CLAIM FOR RELIEF**  
**Unfair and Unlawful Business Practices in Violation of the Unfair Competition Law,**  
**Cal. Bus. & Prof. Code § 17200, *et seq.***  
**(On Behalf of the Class)**

1 49. Plaintiff incorporates the above allegations by reference.

2 50. Defendant's conduct resulted from policies that Defendant  
3 contrived, ratified, and implemented throughout its retail locations.

4 51. Defendant's conduct is unlawful, in violation of the UCL, because it  
5 contravenes the legislatively declared policy against unfair methods of business  
6 competition. Additionally, Defendant's conduct is unlawful because, as set forth  
7 below, it violates the False Advertising Law and the Consumer Legal Remedies  
8 Act.

9 52. Defendant engaged in unfair methods of competition and unfair  
10 trade practices that violate the UCL in at least the following respects:

11 a. With the intent and effect of stifling open and vigorous  
12 competition in the market for rabbit feed products, Defendant devised and  
13 executed a scheme to mislead consumers about the quality of the ingredients in  
14 its rabbit feed products.

15 b. Defendant intentionally caused the above referenced  
16 misleading of consumers through purposeful, willful and intentional objectively  
17 false statements and omissions.

18 c. Defendant made no action to rectify the above referenced  
19 deception and provided no corrective advertising that was easily accessible to  
20 consumers which would offset its blatantly false advertising.

21 d. By forcing Plaintiff and Class members believe it's products  
22 contain high quality ingredients, Defendant has obtained an unfair advantage in  
23 the marketplace and has hindered competition for other rabbit feed products.

24 e. To induce purchases of Defendant's products, Defendant  
25 provided misleading advertisements through various retailers and online  
26 marketing.  
27  
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1 f. Defendant's conduct was designed to increase and maintain its  
2 share of the rabbit feed market due to conditions separate from competitive  
3 factors like pricing and quality of goods.

4 53. Defendant acted to inhibit competition in a manner that is unfair and  
5 substantially injurious to the consuming public. Defendant's unfair methods of  
6 competition and unfair acts and practices are contrary to California law and policy  
7 and constitute unscrupulous, unethical, outrageous, and oppressive business  
8 practices.

9 54. Defendant has indicated that it considers itself free to commit similar  
10 injurious acts of unfair competition in the future. It should be enjoined from doing  
11 so pursuant to Business and Professions Code section 17203.

12 55. The gravity of the harm resulting from Defendant's conduct detailed  
13 above outweighs any possible utility of this conduct. There are reasonably  
14 available alternatives that would further Defendant's legitimate business interests.

15 56. Plaintiff and Class members could not have reasonably avoided injury  
16 from Defendant's unfair business conduct. Plaintiff and Class members did not  
17 know, and had no reasonable means of learning, that Defendant's products did not  
18 have the price that Defendant represented.

19 57. As a direct and proximate result of Defendant's conduct, Plaintiff  
20 and Class members have suffered injuries in fact, including because:

21 a. Defendant's unfair methods of competition and unfair acts and  
22 practices have prevented Plaintiff and Class members from making purchasing  
23 decisions on the basis of competitive factors in the marketplace for consumer and  
24 business goods.

25 b. As a result of Defendant's unfair methods of competition and  
26 unfair acts and practices, Plaintiff and Class members who purchased rabbit feed  
27 that they would not have purchased absent Defendant's false representations.  
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1 c. Defendant's unfair methods of competition and unfair acts and  
2 practices have caused Plaintiff's and Class members' to purchase items that had  
3 substantially less value than advertised.

4 58. All of Defendant's unlawful and unfair conduct occurred during  
5 Defendant's business and was part of a generalized course of conduct.

6 59. Plaintiff and the Class accordingly are entitled to relief as provided  
7 for under the UCL, including restitution, declaratory relief, and a permanent  
8 injunction prohibiting Defendant from committing these violations. Plaintiff also  
9 respectfully seek reasonable attorneys' fees and costs under applicable law,  
10 including California Code of Civil Procedure section 1021.5.

11 **SECOND CLAIM FOR RELIEF**  
12 **Fraudulent Business Practices in Violation of the Unfair Competition Law,**  
13 **Cal. Bus. & Prof. Code § 17200, et seq.**  
14 **(On Behalf of the Class)**

15 60. Plaintiff incorporates the above allegations by reference.

16 61. Defendant's conduct resulted from policies that Defendant  
17 contrived, ratified, and implemented systematically throughout its retail  
18 locations.

19 62. Defendant's conduct violates the UCL's prohibition of fraudulent  
20 business practices.

21 63. To induce purchases of Defendant's rabbit feed products, Defendant  
22 made misleading statements in its advertisements that deceived Plaintiff and  
23 Class members and reinforced its reasonable expectation and belief about the  
24 quality of its ingredients.

25 64. A reasonable consumer would expect that they would be able to rely  
26 on the price information provided by Defendant.

27 65. At the time Plaintiff and Class members purchased their Class  
28 Products, Defendant was aware of consumers' widespread and common practice  
of relying on the pricing information of Defendant. Defendant deliberately

1 furthered, fostered, and reinforced this expectation, through uniform  
2 misrepresentations and material omissions.

3 66. Defendant's uniform listing of false ingredient information  
4 communicated to reasonable consumers through the use of tags, signage, receipts,  
5 and other representations and omissions mislead these consumers into believing  
6 that Defendant's rabbit feed products were different than advertised.

7 67. These multiple statements, together with (i) consumers' existing  
8 reasonable expectations to rely on Defendant's representations, and (ii)  
9 Defendant's suppression of the true, material fact that the feed included different  
10 ingredients than advertised, completed Defendant's deceptive scheme.

11 68. Defendant's conduct had a strong tendency and likelihood to deceive  
12 reasonable consumers. Defendant's conduct misled, deceived, and tricked Plaintiff  
13 and Class members into purchasing Defendant's higher priced rabbit feed, they  
14 would not have purchased in the absence of Defendant's deception about the  
15 ingredients.

16 69. When they purchased Defendant's products, Plaintiff and Class  
17 members reasonably relied to their detriment on Defendant's misleading  
18 statements in its advertisements, representations and omissions. These statements  
19 deceived Plaintiff and Class members by, among other things, reinforcing their  
20 reasonable expectation and belief that they could rely on Defendant's ingredient  
21 information and representations.

22 70. The ingredient information was material and highly important to  
23 Plaintiff and Class members in deciding to purchase Class Products.

24 71. Defendant has a duty to clearly and conspicuously disclose to Plaintiff  
25 and Class members the true and accurate ingredients in its products, because (i) a  
26 reasonable consumer would find this information highly important and material to  
27 the decision of whether to purchase one particular brand of feed over another, and  
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1 (ii) a reasonable consumer would expect that, unless otherwise informed, he or she  
2 would be able to rely on Defendant's representations of the ingredients.

3 72. Defendant caused Plaintiff and Class members to forgo purchasing  
4 rabbit feed from other companies due to its false representations and concealment  
5 of material facts.

6 73. At the direct expense of Plaintiff and Class members, Defendant  
7 benefited and profited from its false representations and concealment of material  
8 facts. As a direct and proximate result of Defendant's deception, more consumers  
9 purchased Defendant's products/rabbit feed.

10 74. Defendant's wrongful and injurious deception continued when it  
11 failed to provide corrective advertising to Plaintiff and Class members

12 75. To induce purchases of Defendant's products, Defendant  
13 intentionally caused the Class Products to be perceived as having a different price  
14 content than they in fact had.

15 76. Defendant's misleading advertisements had a strong tendency to, and  
16 actually did, deceive Plaintiff and Class members.

17 77. Plaintiff and Class members reasonably relied to their detriment on  
18 Defendant's misleading advertisements. Defendant's misleading  
19 misrepresentations and omissions caused actual harm to Plaintiff and Class  
20 members by inducing them to purchase Defendants' items. Plaintiff and Class  
21 members purchased Defendant's products as a direct and proximate result of  
22 Defendant's misleading statements and omissions.

23 78. All of Defendant's misleading and fraudulent conduct occurred  
24 during Defendant's business and was part of a generalized course of conduct.

25 79. Plaintiff and the Class accordingly are entitled to relief as provided  
26 for under the UCL, including restitution, declaratory relief, and a permanent  
27 injunction. Plaintiff also respectfully seek reasonable attorneys' fees and costs  
28

1 under applicable law, including California Code of Civil Procedure section  
2 1021.5.

3 **THIRD CLAIM FOR RELIEF**  
4 **Violations of the False Advertising Law,**  
5 **Cal. Bus. & Prof. Code § 17500, *et seq.***

6 **(On Behalf of the Class)**

7 80. Plaintiff incorporates the above allegations by reference.

8 81. Defendant violated the FAL by using false and misleading statements,  
9 and material omissions, to promote the sale of Class Products.

10 82. Class Products do not possess the level of quality or value that  
11 Defendant promised.

12 83. Defendant made uniform representations and material omissions that  
13 communicated to Plaintiff and Class members that Class Products were of a  
14 different quality and contained different ingredients.

15 84. Defendant knew, or in the exercise of reasonable diligence should  
16 have known, that its representations and omissions were false and misleading at  
17 the time it made them. Defendant deliberately provided false representations and  
18 omissions to deceive reasonable consumers.

19 85. Defendant's false and misleading advertising of Class Products  
20 deceived the general public.

21 86. As a direct and proximate result of Defendant's misleading and false  
22 advertising, Plaintiff and Class members have suffered injury-in-fact and have  
23 lost money and property. Plaintiff and Class members reasonably relied to their  
24 detriment on Defendant's material misrepresentations and omissions that Class  
25 Products would be of a certain quality, and contain certain ingredients.

26 87. Plaintiff and Class members bring this action under Business and  
27 Professions Code section 17535 to enjoin the violations described herein and to  
28 require Defendants to issue appropriate corrective disclosures. Defendant's false

1 advertising will continue to harm consumers unless and until it is enjoined.  
2 Plaintiff and Class members therefore seek: (a) an order requiring Defendant to  
3 cease its false advertising; (b) full restitution of all monies Defendant derived from  
4 its false advertising; (c) interest at the highest rate allowable by law; and (d) an  
5 award of reasonable attorneys' fees and costs under applicable law, including  
6 Code of Civil Procedure section 1021.5.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, on behalf of themselves and the Class and  
9 Subclass defined above, respectfully request that this Court:

10 A. Certify this case as a class action under the California Rules of  
11 Civil Procedure, appoint Plaintiff as Class representative, and appoint the  
12 undersigned counsel as Class counsel;

13 B. Enter injunctive and declaratory relief as appropriate under  
14 applicable law;

15 C. Order restitution or actual damages to Plaintiff and Class  
16 members;

17 D. Award Plaintiff and Class members trebled damages along  
18 with pre- and post-judgment interest, as prescribed by law;

19 E. Award punitive damages, as permitted by law, in an amount to  
20 be determined by the jury or the Court;

21 F. Order Defendants to provide notice to the Class of this action  
22 and the remedies entered by this Court;

23 G. Award reasonable attorneys' fees and costs as permitted by  
24 law; and

25 H. Enter such other and further relief as may be just and proper.  
26  
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1 Dated: January 30, 2018

Respectfully submitted,

2 LAW OFFICES OF TODD M. FRIEDMAN, PC

3  
4 By: /s Todd. M. Friedman

5 TODD M. FRIEDMAN, ESQ.

6 Attorney for Plaintiff

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CIVIL COVER SHEET

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

I. (a) PLAINTIFFS
ASHLEY HALE individually, and on behalf of other members of the general public similarly situated
(b) County of Residence of First Listed Plaintiff Shasta
(c) Attorneys (Firm Name, Address, and Telephone Number)
Law Offices of Todd M. Friedman, P.C., 21550 Oxnard St., Suite 780 Woodland Hills, CA 91367; (877) 206-4741

DEFENDANTS
MANNA PRO PRODUCTS, LLC;
DOES 1-10, INCLUSIVE
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1 Incorporated or Principal Place of Business In This State
2 2 Incorporated and Principal Place of Business In Another State
3 3 Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §1332(d)(2)
Brief description of cause:
Class Action Fairness Act

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000.00
CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

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

DATE 01/30/2018 SIGNATURE OF ATTORNEY OF RECORD s/Todd M. Friedman

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Case 2:18-cv-00209-KJM-DB Document 1-1 Filed 01/30/18 Page 2 of 2  
**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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