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Superior Court of California
County of Los Angeles

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
UNLIMITED JURISDICTION**

PAUL BLEDSOE, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

MCDONALD'S USA, LLC.; and DOES 1
– 10, inclusive,

Defendant.

Case No. **BC 720960**

CLASS ACTION COMPLAINT

- (1) Violation of the California False Advertising Act (Cal. Business & Professions Code §§ 17500 *et seq.*); and
- (2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*); and
- (3) Violation of the California Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750 *et seq.*).

Jury Trial Demanded

BY FAX

1 Plaintiff PAUL BLEDSOE ("Plaintiff"), individually and on behalf of all other members
2 of the public similarly situated, allege as follows:

3 **NATURE OF THE ACTION**

4 1. Plaintiff brings this class action Complaint against Defendant MCDONALD'S
5 USA, LLC., (hereinafter "Defendant") to stop Defendant's practice of falsely advertising its
6 combination meals (hereinafter "combo meals"), and to obtain redress for a California class of
7 consumers ("Class Members") who changed position, within the applicable statute of
8 limitations period, as a result of Defendant's false and misleading advertisements.

9 2. Defendant, MCDONALD'S USA, LLC., is a corporation with its principal place
10 of business in Illinois, incorporate in the state of Delaware, and is engaged in the operation of
11 a chain of restaurants, the sale and distribution of fast food, and organization and management
12 of franchisees.

13 3. Defendant represents that its combo meals cost no more than advertised, allowing
14 purchasers to purchase combo meals (meals including a number of entrées or foods at a specific
15 price) when this is in fact false. Defendant misrepresented and falsely advertised to Plaintiff and
16 others similarly situated consumers their combo meals (hereinafter "Class Products").

17 4. Plaintiff and others similarly situated purchased or attempt to purchase
18 Defendant's Class Products, and they did so on the basis that Defendant said that the combo
19 meals would cost as much as advertised and would not be subject Plaintiff to surprise costs.

20 5. Defendant's misrepresentations to Plaintiff and others similarly situated caused
21 them to purchase or attempt to purchase Defendant's combo meals, which Plaintiff and others
22 similarly situated would not have purchased or attempted to purchase absent these
23 misrepresentations by Defendant and their employees. In so doing, Defendant has violated
24 California consumer protection statutes, including the Unfair Competition Law, False
25 Advertising Law, and the Consumer Legal Remedies Act.

26 **NATURE OF THE CASE & COMMON ALLEGATIONS OF FACT**

27 6. Consumers purchased numerous combo meals from Defendant, advertised to
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1 include an egg McMuffin, hash browns, and a coffee for \$5.10 (before tax). In the case at bar,
2 they did so under the impression that Defendant would not charge consumers an additional \$.29
3 before tax for drink upcharges.

4 7. Consumers rely on the representations and advertisements of restaurants in order
5 to know which restaurants to attend. Details as to the price are important and material to
6 consumers at the time they purchase food from a particular restaurant.

7 8. Defendant is engaged in the restaurant business, specifically the fast food
8 business.

9 9. When consumers purchase or food, from restaurants, they reasonably believe that
10 they will receive their food for the advertised price.

11 10. Defendant profits from the sale of combo meals. Many consumers would not
12 have purchased or attempted to purchase combo meals that subject the consumers to surprise
13 increases in price, or surprise drink upcharges.

14 11. Defendant conceals the fact that its combo meals include charges not advertised
15 in order to deceive consumers into combo meals at a price different from that advertised.

16 12. Defendant does not present consumers with a written copy of the correct terms
17 of the purchase prior to purchase, in order to conceal the deception that is at issue in this case..

18 13. Defendant makes written and oral representations to consumers which contradict
19 the actual price of the products that will be delivered to the consumer after the consumer
20 purchases the products.

21 14. The aforementioned written and oral representations are objectively false, and
22 constitute false advertising under Cal. Bus. & Prof. Code §§ 17500 et. seq. an unlawful, unfair,
23 or deceptive business practices under Cal. Bus. & Prof. Code §§ 17200 et. seq., and further
24 constitute a violation of Cal. Civ. Code §§ 1750 et. seq.

25 15. Defendant's violations of the law include without limitation the false advertising,
26 marketing, representations, and sale of the falsely advertised Class Products to consumers in
27 California.

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1 such Defendant by fictitious names. Each of the Defendant designated herein as a DOE is
2 legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to
3 amend the Complaint to reflect the true names and capacities of the DOE Defendant when such
4 identities become known.

5 23. Plaintiff is informed and believes, and thereon alleges, that said Defendant is in
6 some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
7 occurrences, and transactions of each and all its employees, agents, and/or third parties acting
8 on its behalf, in proximately causing the damages herein alleged.

9 24. At all relevant times, Defendant ratified each and every act or omission
10 complained of herein. At all relevant times, Defendant, aided and abetted the acts and omissions
11 as alleged herein.

12 **PLAINTIFF'S FACTS**

13 25. On or around September 20, 2017, Plaintiff purchased a combo meal from
14 Defendant. Defendant represented to Plaintiff that the combo meal includes an egg McMuffin,
15 hash browns, and a coffee, all for the price of \$5.10, before tax.

16 26. In reliance on the advertisement, Plaintiff purchased the meal.

17 27. Plaintiff purchased additional combo meals on September 23, 2017, and
18 September 25, 2017.

19 28. Furthermore, Plaintiff visited McDonald's almost daily, repeatedly purchasing
20 combo meals from Defendant.

21 29. On the receipts given to Plaintiff by Defendant for the transactions on September
22 20, 2017, September 23, 2017 and September 25, 2017, Defendant charged Plaintiff an
23 additional \$.29 for small coffees and noted "drink upcharge" on the receipts.

24 30. In an attempt to obtain redress for the wrongful drink upcharges, Plaintiff
25 contacted Defendant. However, Defendant refused to provide Plaintiff with a refund.

26 31. Had Plaintiff known that Defendant would charge Plaintiff for a coffee that was
27 advertised as included in the combo meals, he would not have purchased the combo meal from
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1 Defendant's restaurant.

2 32. Furthermore, Plaintiff did not discover, nor could he have discovered, the true
3 nature of the Defendant's restaurant and combo meal pricing until after Plaintiff's purchase and
4 Defendant's subsequent charging of additional and unadvertised fees.

5 33. For the combo meal, Plaintiff paid more than valuable consideration. Plaintiff
6 relied on the fact that the combo meals were being advertised as being of a particular nature,
7 namely that it would cost \$5.10 and that Plaintiff would not be charged a drink upcharge.
8 Plaintiff was never informed, in writing, orally, or in any conspicuous manner, that Plaintiff
9 would be charged drink upcharges.

10 34. Plaintiff relied on Defendant's statements about the price, nature and quality of
11 the combo meals in deciding to purchase the combo meal. Plaintiff felt assured by Defendant
12 that the combo meal would cost as represented by Defendant, namely that the price before taxes
13 would be \$5.10. Plaintiff would not have agreed to purchase Defendant's combo meal if he had
14 known that Defendant would deliver combo meals at a price, nature and quality other than what
15 Defendant represented.

16 35. Knowledge of the true nature and quality of Defendant's combo meals would
17 have impacted Plaintiff's decision to purchase combo meals from Defendant over other
18 restaurants or sellers. Plaintiff would have found it important to his purchase decision to know
19 exactly what price his purchase was to be, and he believed that he was purchasing a combo meal
20 that would cost \$5.10 before tax.

21 36. Plaintiff felt ripped off and cheated by Defendant for receiving a combo meal for
22 more than the advertised price, being charged drink upcharges, contradicting that that which
23 Defendant represented. Plaintiff believes that Defendant will continue its action of duping
24 consumers into purchasing combo meals at a price that deviates from Defendant's
25 representations, namely in the form of telling consumers that the combo meal will cost \$5.10
26 when in fact Defendant charges consumers drink upcharges, unless Defendant's practices are
27 halted by way of an injunction.

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1 37. As a result of Defendant's fraudulent practices, described herein, Plaintiff has
2 suffered emotional distress, wasted time, and anxiety.

3 38. Plaintiff alleges on information and belief that it is Defendant's policy and
4 practice to misrepresent the true price, nature and quality of its combo meals. Plaintiff asserts
5 that this practice constitutes a fraudulent omission of a material fact relating to the price, nature
6 and quality of its products that would be important to a reasonable consumer to know at the
7 time they purchase Defendant's food.

8 39. Plaintiff alleges on information and belief that Defendant's policy and practice
9 is to materially misrepresent the price, nature and quality of its food, through said fraudulent
10 omissions and misrepresentations, to induce consumers to reasonably rely on the said
11 misrepresentations, in order to induce their purchase of food from Defendant over law abiding
12 competitors.

13 40. Defendant has a duty to disclose the true price, nature and quality of its food,
14 including whether coffee upcharges will be charged, prior to the time they agree to purchase
15 combo meals and other foods from Defendant. Defendant have a duty to disclose these material
16 features of their products because such features would be highly important to a reasonable
17 consumer.

18 41. Such sales tactics rely on falsities and have a tendency to mislead and deceive a
19 reasonable consumer.

20 42. Defendant expressly represented to Plaintiff, through written statements, the
21 nature and quality of its products.

22 43. Plaintiff alleges that such representations were part of a common scheme to
23 mislead consumers and incentivize them to purchase Defendant's food.

24 44. In purchasing the Class Products, Plaintiff relied upon Defendant's
25 representations.

26 45. Such representations were clearly false because the true nature and quality of the
27 food were different than represented.
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1 46. Plaintiff would not have purchased the products if he knew that the above-
2 referenced statements made by Defendant were false.

3 47. Had Defendant properly marketed, advertised, and represented the Class
4 Products, Plaintiff would not have purchased the products.

5 48. Plaintiff agreed to give his money, attention, and time to Defendant because of
6 the nature and quality of the combo meals that were advertised. Defendant benefited from
7 falsely advertising the price, nature and quality of its food. Defendant benefited on the loss to
8 Plaintiff and provided nothing of benefit to Plaintiff in exchange.

9 49. Defendant's acts and omissions were intentional, and resulted from Defendant's
10 desire to mislead consumers into purchasing combo meals and food that could subject
11 consumers to additional and surprise charges.

12 50. On information and belief, thousands of consumers have issued complaints
13 online about similar experiences with Defendant charging them for drink upcharges after
14 consumers purchase the advertised combo meal. It is this practice that Plaintiff seeks to put an
15 end to, and recover compensation for class members.

16 51. Defendant's conduct is inherently deceptive and misleads the least-sophisticated
17 consumer, as it is plausible that an unsophisticated consumer would believe that they owed a
18 drink upcharge for the combo meal, even though such amounts were never conspicuously
19 disclosed when the combo meal was advertised, at the point of sale, and even though the
20 Defendant makes representations to consumers that would lead a consumer to believe that such
21 amounts were owed.

22 52. Defendant's acts and omissions were intentional, and resulted from Defendant's
23 desire to mislead debtors and consumers into making payments on meals that were not
24 advertised or owed.

25 **CLASS ACTION ALLEGATIONS**

26 53. Plaintiff brings this action, on behalf of himself and all others similarly situated,
27 and thus, seeks class certification under California Code of Civil Procedure § 382.
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1 54. The class Plaintiff seeks to represent (the "Class") is defined as follows:

2 All consumers, who, between the applicable statute of limitations
3 and the present, purchased or attempted to purchase Class
4 Products, and whose Class Products, namely Defendant's combo
 meal, included a drink upcharge.

5 55. As used herein, the term "Class Members" shall mean and refer to the members
6 of the Class described above.

7 56. Excluded from the Class is Defendant, its affiliates, employees, agents, and
8 attorneys, and the Court.

9 57. Plaintiff reserves the right to amend the Class, and to add additional subclasses,
10 if discovery and further investigation reveals such action is warranted.

11 58. Upon information and belief, the proposed class is composed of thousands of
12 persons. The members of the class are so numerous that joinder of all members would be
13 unfeasible and impractical.

14 59. No violations alleged in this complaint are contingent on any individualized
15 interaction of any kind between Class members and Defendant.

16 60. Rather, all claims in this matter arise from the identical, false, affirmative
17 representations of the services, when in fact, such representations were false.

18 61. There are common questions of law and fact as to the Class Members that
19 predominate over questions affecting only individual members, including but not limited to:

- 20 (a) Whether Defendant engaged in unlawful, unfair, or deceptive business
21 practices in selling Class Products to Plaintiff and other Class Members;
22 (b) Whether Defendant made misrepresentations with respect to the Class
23 Products sold to consumers;
24 (c) Whether Defendant profited from the sale of the wrongly advertised food
25 and combo meals;
26 (d) Whether Defendant violated California Bus. & Prof. Code § 17200, *et*
27 *seq.*, California Bus. & Prof. Code § 17500, *et seq.*, and Cal. Civ. C.
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§1750 *et seq.*;

(e) Whether Plaintiff and Class Members are entitled to equitable and/or injunctive relief;

(f) Whether Defendant's 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.

62. Plaintiff is a member of the Class he seeks to represent

63. The claims of Plaintiff are not only typical of all Class members, they are identical.

64. All claims of Plaintiff and the Class are based on the exact same legal theories.

65. Plaintiff has no interest antagonistic to, or in conflict with, the Class.

66. Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member, because Plaintiff bought Class Products from Defendant 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.

67. Plaintiff will thoroughly and adequately protect the interests of the Class, having retained qualified and competent legal counsel to represent himself and the Class.

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

FIRST CAUSE OF ACTION

Violation of the California False Advertising Act

(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)

69. Plaintiff incorporates by reference each allegation set forth above as fully set forth herein.

70. Pursuant to California Business and Professions Code section 17500, *et seq.*, it

1 is unlawful to engage in advertising “which is untrue or misleading, and which is known, or
2 which by the exercise of reasonable care should be known, to be untrue or misleading . . . [or]
3 to so make or disseminate or cause to be so made or disseminated any such statement as part of
4 a plan or scheme with the intent not to sell that personal property or those services, professional
5 or otherwise, so advertised at the price stated therein, or as so advertised.”

6 71. California Business and Professions Code section 17500, *et seq.*’s prohibition
7 against false advertising extends to the use of false or misleading written statements.

8 72. Defendant misled consumers by making misrepresentations and untrue
9 statements about the Class Products, namely, Defendant charged consumers for combo meals
10 at a price, nature and quality different than advertised, and made false representations to
11 Plaintiff and other putative class members in order to solicit these transactions.

12 73. Defendant knew that its representations and omissions were untrue and
13 misleading, and deliberately made the aforementioned representations and omissions in order
14 to deceive reasonable consumers like Plaintiff and other Class Members.

15 74. As a direct and proximate result of Defendant’s misleading and false advertising,
16 Plaintiff and the other Class Members have suffered injury in fact and have lost money or
17 property, time, and attention. Plaintiff reasonably relied upon Defendant’s representations
18 regarding the Class Products. In reasonable reliance on Defendant’s false advertisements,
19 Plaintiff and other Class Members purchased the Class Products. In turn Plaintiff and other
20 Class Members ended up with products that were different in ways that put them in danger, and
21 therefore Plaintiff and other Class Members have suffered injury in fact.

22 75. Plaintiff alleges that these false and misleading representations made by
23 Defendant constitute a “scheme with the intent not to sell that personal property or those
24 services, professional or otherwise, so advertised at the price stated therein, or as so advertised.”

25 76. Defendant advertised to Plaintiff and other putative class members, through
26 written representations and omissions made by Defendant and their employees that the Class
27 Products would be of a particular price, nature and quality.

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1 UCL in that its conduct is substantially injurious to consumers, offends public policy, and is
2 immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any
3 alleged benefits attributable to such conduct. There were reasonably available alternatives to
4 further Defendant's legitimate business interests, other than the conduct described herein.
5 Plaintiff reserves the right to allege further conduct which constitutes other unfair business acts
6 or practices. Such conduct is ongoing and continues to this date.

7 82. In order to satisfy the "unfair" prong of the UCL, a consumer must show that the
8 injury: (1) is substantial; (2) is not outweighed by any countervailing benefits to consumers or
9 competition; and (3) is not one that consumers themselves could reasonably have avoided.

10 83. Here, Defendant's conduct has caused and continues to cause substantial injury
11 to Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury
12 in fact due to Defendant's decision to sell them falsely described Class Products. Thus,
13 Defendant's conduct has caused substantial injury to Plaintiff and the members of the Class.

14 84. Moreover, Defendant's conduct as alleged herein solely benefits Defendant
15 while providing no benefit of any kind to any consumer. Such deception utilized by Defendant
16 convinced Plaintiff and members of the Class that the Class Products were a certain nature and
17 quality in order to induce them to spend money on said Class Products. In fact, knowing that
18 Class Products were not of this nature and quality, Defendant unfairly profited from their sale.
19 Thus, the injury suffered by Plaintiff and the members of the Class is not outweighed by any
20 countervailing benefits to consumers.

21 85. Finally, the injury suffered by Plaintiff and members of the Class is not an injury
22 that these consumers could reasonably have avoided. After Defendant falsely represented the
23 Class Products, Plaintiff and class members suffered injury in fact due to Defendant's sale of
24 Class Products to them. Defendant failed to take reasonable steps to inform Plaintiff and class
25 members that the Class Products were not advertised as having the nature and quality that they
26 in fact have. As such, Defendant took advantage of Defendant's position of perceived power in
27 order to deceive Plaintiff and the Class members to purchase combo meals and food at a price
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1 higher than advertised. Therefore, the injury suffered by Plaintiff and members of the Class is
2 not an injury which these consumers could reasonably have avoided.

3 86. Thus, Defendant's conduct has violated the "unfair" prong of California Business
4 & Professions Code § 17200.

5 FRAUDULENT

6 87. California Business & Professions Code § 17200 prohibits any "fraudulent ...
7 business act or practice." In order to prevail under the "fraudulent" prong of the UCL, a
8 consumer must allege that the fraudulent business practice was likely to deceive members of
9 the public.

10 88. The test for "fraud" as contemplated by California Business and Professions
11 Code § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a §
12 17200 violation can be established even if no one was actually deceived, relied upon the
13 fraudulent practice, or sustained any damage.

14 89. Here, not only were Plaintiff and the Class members likely to be deceived, but
15 these consumers were actually deceived by Defendant. Such deception is evidenced by the fact
16 that Plaintiff agreed to purchase Class Products under the basic assumption that they would be
17 at the price advertised when in fact they were not, rather, Defendant charged additional drink
18 upcharges. Plaintiff's reliance upon Defendant's deceptive statements is reasonable due to the
19 unequal bargaining powers of Defendant and Plaintiff. For the same reason, it is likely that
20 Defendant's fraudulent business practice would deceive other members of the public.

21 90. As explained above, Defendant deceived Plaintiff and other Class Members by
22 representing the Class Products as being a certain nature and quality when in reality they were
23 a significantly different, and thus falsely represented the Class Products.

24 91. Thus, Defendant's conduct has violated the "fraudulent" prong of California
25 Business & Professions Code § 17200.

26 UNLAWFUL

27 92. California Business and Professions Code Section 17200, et seq. prohibits "any
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1 unlawful...business act or practice.”

2 93. As explained above, Defendant deceived Plaintiff and other Class Members by
3 representing the Class Products as being of a nature and quality different from what they actually
4 were.

5 94. Defendant used false advertising, marketing, and misrepresentations to induce
6 Plaintiff and Class Members to purchase the Class Products, in violation of California Business
7 and Professions Code Section 17500, et seq.. Had Defendant not falsely advertised, marketed,
8 or misrepresented the Class Products, Plaintiff and Class Members would not have purchased
9 the Class Products. Defendant’s conduct therefore caused and continues to cause economic
10 harm to Plaintiff and Class Members.

11 95. This practice of making these representations by Defendant is therefore an
12 “unlawful” business practice or act under Business and Professions Code Section 17200 *et seq.*

13 96. Defendant have thus engaged in unlawful, unfair, and fraudulent business acts
14 entitling Plaintiff and Class Members to judgment and equitable relief against Defendant, as set
15 forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code
16 section 17203, Plaintiff and Class Members seek an order requiring Defendant to immediately
17 cease such acts of unlawful, unfair, and fraudulent business practices and requiring Defendant
18 to correct their actions.

19 **THIRD CAUSE OF ACTION**

20 **Violation of Consumer Legal Remedies Act**

21 **(Cal. Civ. Code § 1750 *et seq.*)**

22 97. Plaintiff incorporates by reference each allegation set forth above herein.

23 98. Defendant’s actions as detailed above constitute a violation of the Consumer
24 Legal Remedies Act, Cal. Civ. Code §1770 to the extent that Defendant violated the following
25 provisions of the CLRA:

- 26 a. Representing that goods or services have sponsorship, approval, characteristics,
27 ingredients, uses, benefits, or quantities which they do not have or that a person
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1 has a sponsorship, approval, status, affiliation, or connection which he or she does
not have. Cal. Civ. Code § 1770(5);

- 2 b. Representing that goods or services are of a particular standard, quality, or grade,
3 or that goods are of a particular style or model, if they are of another. Cal. Civ.
4 Code § 1770(7);
- 5 c. Advertising goods or services with intent not to sell them as advertised; *Cal. Civ.*
6 *Code* §1770(9);
- 7 d. Representing that a transaction confers or involves rights, remedies, or obligations
8 which it does not have or involve, or which are prohibited by law; *Cal. Civ. Code*
9 §1770(14); and
- 10 e. Representing that the subject of a transaction has been supplied in accordance with
11 a previous representation when it has not; *Cal. Civ. Code* §1770(16);

12 99. On or about September 28, 2018, through his Counsel of record, using certified
13 mail with a return receipt requested, Plaintiff served Defendant with notice of its violations of
14 the CLRA, and asked that Defendant correct, repair, replace or otherwise rectify the goods and
15 services alleged to be in violation of the CLRA; this correspondence advised Defendant that
16 they must take such action within thirty (30) calendar days, and pointed Defendant to the
17 provisions of the CLRA that Plaintiff believes to have been violated by Defendant. Defendant
18 has not replied to this correspondence, and have thereby refused to timely correct, repair, replace
or otherwise rectify the issues raised therein. This letter is attached hereto as Exhibit A.

19 MISCELLANEOUS

20 100. Plaintiff and Class Members allege that they have fully complied with all
21 contractual and other legal obligations and fully complied with all conditions precedent to
22 bringing this action or that all such obligations or conditions are excused.

23 PRAYER FOR RELIEF

24 101. Plaintiff, on behalf of himself and the Class, requests the following relief:

- 25 (a) An order certifying the Class and appointing Plaintiff as Representative
26 of the Class;
- 27 (b) An order certifying the undersigned counsel as Class Counsel;
- 28 (c) An order requiring MCDONALD'S USA, LLC. at its own cost, to notify

all Class Members of the unlawful and deceptive conduct herein;

- (d) An order requiring MCDONALD'S USA, LLC. to engage in corrective advertising regarding the conduct discussed above;
- (e) Actual damages suffered by Plaintiff and Class Members as applicable or full restitution of all funds acquired from Plaintiff and Class Members from the sale of misbranded Class Products during the relevant class period;
- (f) Punitive damages, as allowable, in an amount determined by the Court or jury;
- (g) All reasonable and necessary attorneys' fees and costs provided by statute, common law or the Court's inherent power;
- (h) Pre- and post-judgment interest; and
- (i) All other relief, general or special, legal and equitable, to which Plaintiff and Class Members may be justly entitled as deemed by the Court.

REQUEST FOR JURY TRIAL

102. Plaintiff requests a trial by jury as to all claims so triable.

Dated: September 28, 2018

Respectfully submitted,

LAW OFFICES OF TODD M. FRIEDMAN, PC

By: 

TODD M. FRIEDMAN, ESQ.

Attorney for Plaintiff Paul Bledsoe