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Attorneys for Plaintiff

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO – CENTRAL DIVISION

MADELENE TEPERSON, individually and on behalf of all others similarly situated,

Plaintiff,

v.

COSTCO WHOLESALE CORPORATION; and DOES 1-10, inclusive,

Defendants.

Case No. 37-2018-00053514-CU-MC-CTL

CLASS ACTION

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Madelene Teperson ("Plaintiff") brings this class action complaint against Defendant Costco Wholesale Corporation ("Defendant"), individually and on behalf of all others similarly situated, and alleges upon personal knowledge as to Plaintiff's acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by Plaintiff's attorneys.

NATURE OF THE ACTION

1. This is a consumer protection class action arising out of Defendant's false and misleading advertising of its Kirkland Signature Extra Strength Glucosamine and Chondroitin joint health product (also referred to as the "Product").

2. Defendant markets, sells and distributes the joint health dietary supplement Product under the "Kirkland Signature" brand name, and Defendant represents that this glucosamine and chondroitin-based product provides meaningful benefits to the joints of all consumers who use it.

3. Defendant communicates in its advertising, including on the packaging and labeling for Kirkland Signature Extra Strength Glucosamine and Chondroitin, the same substantive message to consumers: that the Kirkland Signature Extra Strength Glucosamine and Chondroitin product provides meaningful joint health benefits.

4. These representations are designed to induce consumers to believe that Defendant's Kirkland Signature Extra Strength Glucosamine and Chondroitin Product is capable of actually providing meaningful joint health benefits, and consumers purchase Defendant's Product solely for the purpose of enjoying these purported joint health benefits.

5. Defendant's Kirkland Signature Extra Strength Glucosamine and Chondroitin Product, however, is incapable of supporting or benefiting the health of human joints because the main ingredients in the joint health Product, glucosamine and chondroitin, either alone or in combination, cannot support or benefit joint health. Accordingly, Defendant's joint health representations are false, misleading and deceptive, and its joint health Kirkland Signature Extra Strength Glucosamine and Chondroitin Product is worthless.

6. Plaintiff brings this action individually and on behalf of all other similarly situated consumers to halt the dissemination of Defendant's false and misleading representations, correct the false and misleading perception Defendant's representations have created in the minds of consumers, and to obtain redress for those who have purchased Defendant's Kirkland Signature Extra Strength Glucosamine and Chondroitin Product at issue.

JURISDICTION, VENUE AND INTRADISTRICT ASSIGNMENT

7. This Court has jurisdiction pursuant to Article VI, Section 10 of the California Constitution, because this case is not a cause given by statute to other trial courts.

8. This Court has personal jurisdiction over Defendant because it is authorized to conduct business and does conduct business in California. During the relevant time period, Defendant has marketed, promoted, distributed, and sold the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product in California and has sufficient minimum contacts with this State and/or have sufficiently availed themselves of the markets in this State through its promotion, distribution, marketing, and sale to render the exercise of jurisdiction by this Court permissible.

9. Venue is proper in this Court because Plaintiff purchased Defendant's Kirkland Signature Extra Strength Glucosamine and Chondroitin Product in this County, a substantial part of the events or omissions giving rise to the claim occurred in this County, Defendant transacts substantial business in this County, and Defendant has intentionally availed itself of the laws and markets within this County.

PARTIES

10. Plaintiff Madelene Teperson is a citizen of the State of California, and resides in Palmdale, California.

11. On March 24, 2017, Plaintiff saw Defendant's Kirkland Signature Extra Strength Glucosamine and Chondroitin Product at a Costco retail store located at 4605 Morena Blvd., San Diego, CA 92117.

12. Relying on the Product's joint health representations, Plaintiff purchased the 220-tablet product for approximately $22.99. By purchasing the falsely advertised Kirkland

Signature Extra Strength Glucosamine and Chondroitin Product, Plaintiff suffered injury-in-fact and lost money.

13. The Kirkland Signature Extra Strength Glucosamine and Chondroitin product Plaintiff purchased cannot provide the advertised benefits. Had Plaintiff known the truth about Defendant's misrepresentations and omissions at the time of her purchase, Plaintiff would not have purchased Defendant's Kirkland Signature Extra Strength Glucosamine and Chondroitin Product. Plaintiff is not claiming physical harm or seeking the recovery of personal injury damages.

14. Costco Wholesale Corporation is a Washington corporation with its principal place of business located at 999 Lake Drive, Issaquah, WA 98027.

15. Defendant manufactures, advertises, markets, distributes, and/or sells the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product at issue to thousands of consumers throughout California and the United States.

16. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the Defendants sued herein as Does 1 through 10, but is informed and believes that said Defendants are legally responsible for the wrongful conduct alleged herein and therefore sue these Defendants by such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of the Does Defendants when ascertained.

17. Plaintiff is informed and believes that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

FACTUAL ALLEGATIONS

1. *The Kirkland Signature Extra Strength Glucosamine and Chondroitin Product*

18. Defendant sells its Kirkland Signature Extra Strength Glucosamine and Chondroitin Product through its own retail website, www.costco.com, and through its Costco retail stores.

19. Defendant's Kirkland Signature Extra Strength Glucosamine and Chondroitin Product contains two ingredients: 1,500 mg glucosamine hydrochloride, and 1,200 mg chondroitin sulfate.

20. Glucosamine hydrochloride is a combination of glucosamine (an amino sugar that is produced by the body and that can be isolated from shellfish) and hydrochloric acid.

21. Chondroitin is a component of human connective tissues found in cartilage and bone. In supplements, chondroitin sulfate usually comes from animal cartilage.

22. Sometimes called degenerative joint disease or degenerative arthritis, osteoarthritis is the most common chronic condition of the joints, affecting more than 30 million Americans. Osteoarthritis can affect any joint, but it occurs most often in knees, hips, hands, and spine. The lifetime risk of developing the symptoms of knee osteoarthritis is 45%, while the lifetime risk of developing the symptoms of hip osteoarthritis is 25.3%.

23. Many of those who purchase the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product have not yet been diagnosed with arthritis because it is slow developing and has yet to advance to the point where the consumer seeks medical intervention. However, they nonetheless have early-stage arthritis. Knowing this, through its advertising and promotions, including on the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product's packaging, Defendant expressly and impliedly advertises that the Product treats and provides relief from the same symptoms experienced by those people whose arthritis has been diagnosed.

24. According to the Arthritis Foundation and the Mayo Clinic, the signs and symptoms of osteoarthritis include joint pain, joint tenderness, joint stiffness, and decreased range of motion.[1] Symptoms may come and go, and can be mild, moderate or severe.[2]

[1] http://www.mayoclinic.com/health/osteoarthritis/DS00019/DSECTION =symptoms (last visited September 18, 2018)

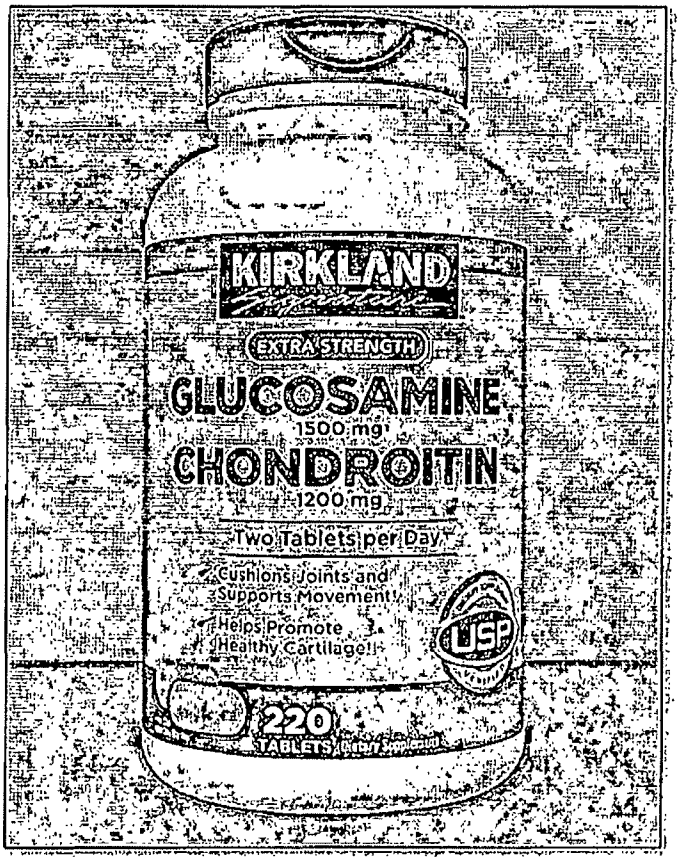
[2] https://www.arthritis.org/Documents/Sections/About-Arthritis/arthritis-facts-stats-figures.pdf (last visited September 18, 2018)

II. *Defendant's False and Deceptive Advertising*

25. Defendant, through its advertisements, including on the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product's packaging and labeling, has consistently conveyed to consumers throughout the United States that the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product supports and promotes joint health.

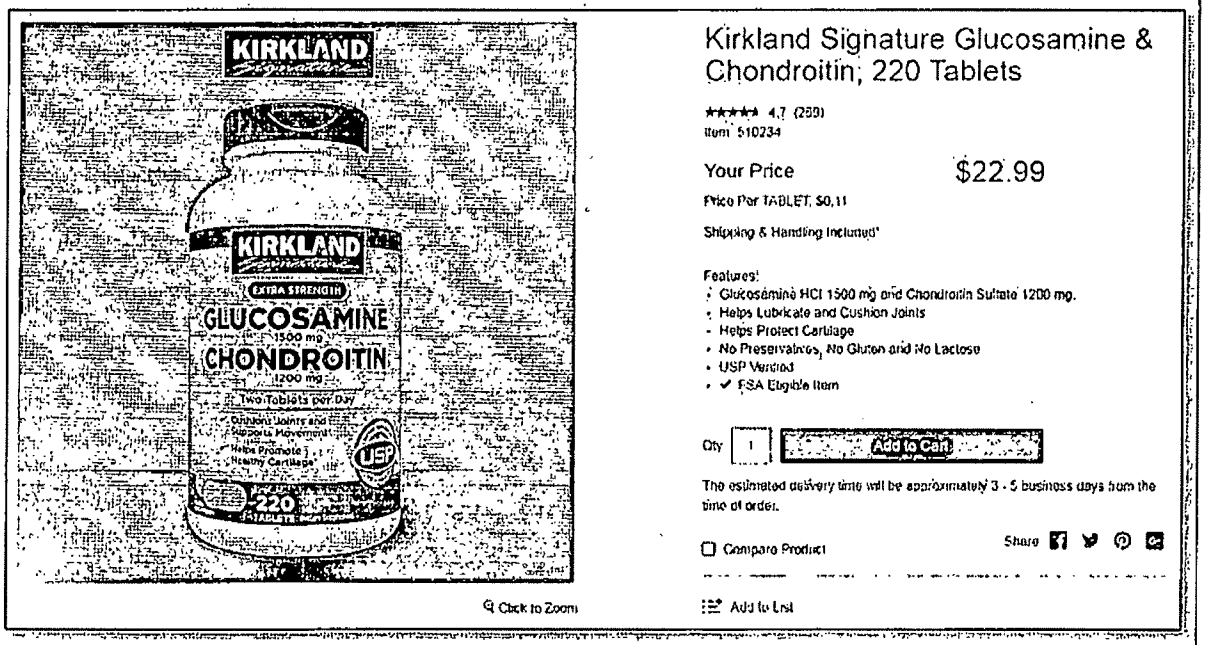
26. For instance, the front label of the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product states "Cushions Joints and Supports Movement" and "Helps Promote Healthy Cartilage."

27. The front label for the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product appears as follows:



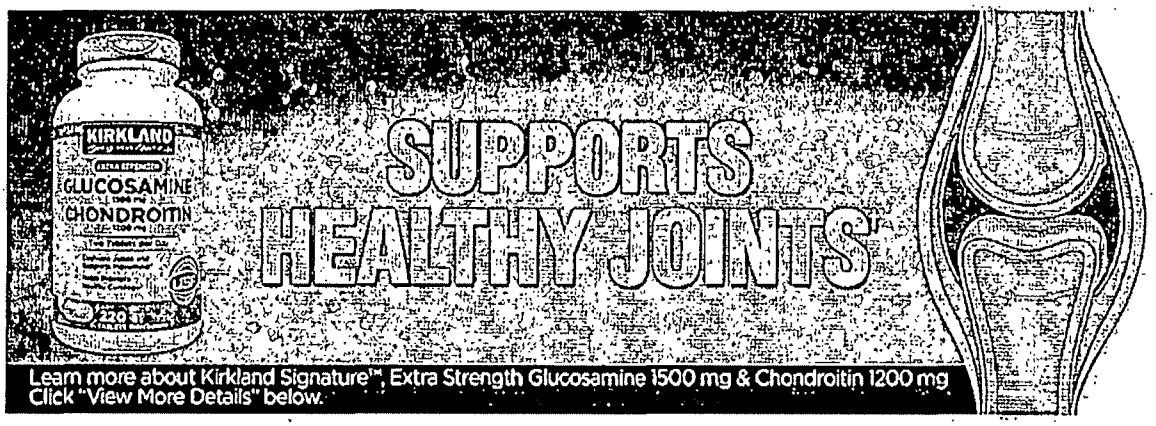
28. Defendant repeats and reinforces these joint health representations on its retail website (www.costco.com), including by stating that the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product "Supports healthy joints;" "helps support healthy structure and function of joints;" "Cushions joints and supports movement;" "Helps promote healthy cartilage;" and "Taking Kirkland Signature Glucosamine 1500 mg & chondroitin 1200 mg may provide support in helping to maintain the health of your joints." The website also graphically depicts a "healthy joint," and pictures men and women running and playing sports.

29. Representative portions of Defendant's webpage for its Kirkland Signature Extra Strength Glucosamine and Chondroitin Product are reproduced below:[3]



[3] https://www.costco.com/Kirkland-Signature-Glucosamine-%2526-Chondroitin%2C-220-Tablets.product.11540398.html (last visited September 18, 2018)

Kirkland Signature™ Glucosamine & Chondroitin



Add Kirkland Signature™ Extra Strength Glucosamine 1500 mg & Chondroitin 1200 mg to your daily regimen to help support healthy joints.† Our product is an extra strength formulation which delivers the suggested daily dosage in just two tablets. Consider Kirkland Signature Extra Strength Glucosamine 1500 mg & Chondroitin 1200 mg, which:

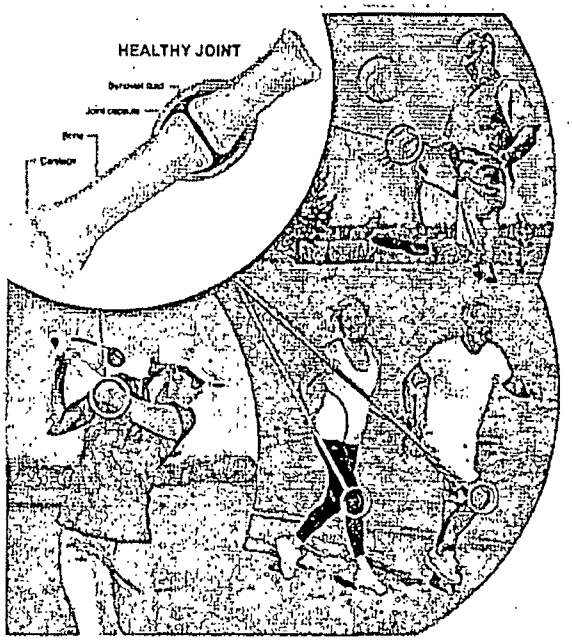
- Cushions joints and supports movement†
- Helps promote healthy cartilage†

What is the Function of Glucosamine and Chondroitin to Support Healthy Joints?

Our bones are inflexible. So, joints—where bones connect—are what enable the movement of our body. Joints are complex structures with many parts having a job to do in facilitating movement. Muscles, tendons, cartilage and ligaments, for instance, are some of the structures that have a role in ensuring that our bones move in the proper direction and without rubbing against each other. Fluids, such as synovial fluid, also play a key role in keeping us moving.

Both glucosamine and chondroitin are naturally found in the body too. Glucosamine is a major structural component of cartilage, synovial fluid and other connective tissue. It helps support healthy structure and function of joints.† Chondroitin helps maintain existing cartilage and supports healthy connective tissue.† Taking Kirkland Signature Glucosamine 1500 mg & Chondroitin 1200 mg may provide support in helping to maintain the health of your joints.†

Please note that individual results may vary.



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30. Prior versions of Defendant's Kirkland glucosamine and chondroitin-based products also were marketed and advertised as joint health supplements.

31. Based on Defendant's advertising and labeling for the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product, it is clear that the Product is intended to induce a common belief in consumers that the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product is capable of providing meaningful joint health benefits for all those who consume it.

III. *Scientific Studies Confirm that the Kirkland Glucosamine Product Is Not Effective and Defendant's Joint Health Representations Are False, Deceptive, and Misleading*

32. Despite Defendant's representations, glucosamine and chondroitin, alone and in combination, have been extensively studied in large, well-conducted and published studies involving persons with and without diagnosed arthritis and have been proven to be ineffective at supporting or benefiting joint health, including by positively impacting the signs and symptoms of arthritis.

Randomized Clinical Trials

33. Randomized clinical trials ("RCTs") are "the gold standard for determining the relationship of an agent to a health outcome." Federal Judicial Center, *Reference Manual on Scientific Evidence*, 555 (3d ed. 2011). "Double-blinded" RCTs, where neither the trial participants nor the researchers know which participants received the active ingredient is considered the optimal strategy.

34. Glucosamine and chondroitin have been extensively studied in RCTs, and the well-conducted RCTs demonstrate that glucosamine and chondroitin, alone or in combination, are not effective at producing joint health benefits, including pain, stiffness, range of motion, flexibility, and cartilage benefits.

35. The leading series of studies testing glucosamine and chondroitin are known as the "GAIT" studies. The GAIT studies were independently conducted, and funded by the National Institutes of Health (the "NIH"). The primary GAIT study cost over $12.5 million.

36. In 2006, results from the primary GAIT study—a 1,583-patient, 24-month, multi-center RCT—were published in the New England Journal of Medicine (the "2006 GAIT Study"). The 2006 GAIT Study concluded: "[t]he analysis of the primary outcome measure did not show that either [glucosamine or chondroitin], alone or in combination, was efficacious ...." Clegg et al., Glucosamine, Chondroitin sulfate, and the two in combination for painful knee osteoarthritis. *New England Journal of Medicine* 354:795-807 (2006). The authors further explained the findings as follows: "Glucosamine and chondroitin sulfate alone or in combination did not reduce pain effectively in the overall group of patients" and "[a]nalysis of the primary outcome in the sub-group of patients with mild pain showed even smaller treatment effects."

37. The 2006 GAIT Study also concluded that glucosamine hydrochloride, chondroitin, and their combination do not relieve joint stiffness, improve joint function, impact joint swelling, or improve health-related quality of life as measured by eight domains: vitality, physical functioning, bodily pain, general health perceptions, physical role functioning, emotional role functioning, social role functioning, and mental health.

38. In 2008, findings from another NIH-funded GAIT study were published. Sawitzke et al., The Effect of Glucosamine and/or Chondroitin Sulfate on the Progression of Knee Osteoarthritis: A Report from the Glucosamine/Chondroitin Arthritis Intervention Trial. *Arthritis & Rheumatism*, 58(10):3183-3191 (2008). The 2008 GAIT publication explored the effects of glucosamine, chondroitin, and their combination on progressive loss of joint space width. Loss of joint space width is a structural condition associated with increased joint pain and decreased joint mobility and flexibility, and is a precursor of arthritis. The researchers examined 572 persons and found "no significant differences in mean [joint space width] loss over 2 years between the treatment groups and the placebo group ...." In other words, glucosamine and chondroitin, alone or in combination do not work and do not impact joint space width loss or otherwise help maintain or rebuild cartilage. In 2010, the NIH released a third set of results from the GAIT studies. Sawitzke et al., Clinical efficacy and safety over two years use of glucosamine, Chondroitin sulfate, their combination, celecoxib or placebo

taken to treat osteoarthritis of the knee: a GAIT report. *Ann Rheum Dis* 69(8):1459-1464 (2010). Authors of the 2010 GAIT report examined 662 persons over a two-year period and concluded that glucosamine and chondroitin, alone or in combination, do not provide pain, function, stiffness or mobility benefits. The authors also determined glucosamine and chondroitin do not benefit those with moderate-to-severe knee pain—a *post-hac*, secondary analysis which the original GAIT publication found inconclusive. In addition to the three sets of GAIT results, four other RCTs have examined a combination of glucosamine hydrochloride and chondroitin sulfate versus placebo. Each of these studies found glucosamine and chondroitin do not work.

39. In 2007, Messier et al. published results from their 12-month, double-blind RCT examining 89 subjects in the United States. Messier et al., Glucosamine/chondroitin combined with exercise for the treatment of knee osteoarthritis: a preliminary study. *Osteoarthritis and Cartilage*, 15:1256-1266 (2007). Messier and co-authors concluded that daily consumption of a combination of glucosamine hydrochloride and chondroitin sulfate does not provide joint pain, function, stiffness or mobility benefits.

40. Fransen et al. (2015) was a double-blind, randomized, placebo-controlled clinical trial examining 605 participants over a 2-year period. Fransen et al., Glucosamine and chondroitin for knee osteoarthritis: a double-blind randomized placebo-controlled clinical trial evaluating single and combination regimens. *Ann Rheum Disease*, 74(5):851-858 (2015). Fransen concluded that glucosamine and chondroitin, alone or in combination, are no better than placebo for reducing pain or improving physical function:

> For the main symptomatic outcome ... no significant effect on maximum knee pain over year 1 ... was demonstrated for the three treatment allocations, compared with placebo. Over year 2 ... there were no differences between the four allocations ... and there was no significant difference in knee pain reduction between any of the treatment groups and placebo after adjusting for baseline values. Among the subgroup of 221 (37%) participants with severe knee pain ... at baseline, there were no significant differences with respect to their maximum knee pain or global assessment and score across different treatment groups.

Id. at 3-4; *see also id.* at 5-6 ("there were no significant reductions in knee pain detected for glucosamine or chondroitin alone, or in combination, over the 2-year follow-up period versus placebo"). Fransen and her co-authors also concluded "[t]here were no significant differences" between consumption or glucosamine and/or chondroitin versus a placebo pill for any secondary measures. These measures included pain, physical function, and health-related quality of life as measured by physical functioning, role limitations due to physical health problems, bodily pain, general health, vitality (energy/fatigue), social functioning, role limitations due to emotional problems, and mental health (psychological distress and psychological well-being).

41. Using data obtained from NIH-funded initiatives, Yang et al. (2015) analyzed 1,625 participants over a 4-year period to estimate the effectiveness of the combination of glucosamine and chondroitin in relieving knee symptoms and slowing disease progression among patients with knee osteoarthritis. Yang et al., Effects of glucosamine and chondroitin on knee osteoarthritis: an analysis with marginal structural models. *Arthritis & Rheumatism*, 67(3):714-723 (2015). In their report, which was published in the official journal of the American College of Rheumatology, Yang and co-authors reported that glucosamine and chondroitin combinations provided no clinically significant benefits in terms of reducing pain or stiffness, improving physical function or mobility, or delaying the progression of joint space narrowing or osteoarthritis.

42. Roman-Blas et al. (2017) was a multi-center, randomized, double-blind, placebo-controlled clinical trial involving 164 participants who received a combination of glucosamine and chondroitin or placebo for six months. Roman-Blas et al., Chondroitin sulfate plus glucosamine sulfate shows no superiority over placebo in a randomized, double-blind, placebo-controlled clinical trial in patients with knee osteoarthritis. *Arthritis & Rheumatology*, 69(1):77-85 (2017). Roman-Blas and co-authors found that a combination of glucosamine and chondroitin was inferior to a placebo pill in terms of reducing global pain. Glucosamine and chondroitin were also no better than a placebo pill "in any of the secondary outcomes

measures," which included improvement in physical function, reduction in joint pain, or improvement in investigator's global assessment of the participant.

43. In 2016, Lugo et al. also published the results from a study comparing a combination of glucosamine and chondroitin versus placebo. Lugo et al., Efficacy and tolerability of an undenatured type II collagen supplement in modulating knee osteoarthritis symptoms: a multicenter randomized, double-blind, placebo-controlled study. *Nutrition Journal*, 15:14 (2016). Lugo was a multicenter, double-blind RCT examining 190 subjects over 180 days. Lugo and co-authors found that a combination of glucosamine hydrochloride and chondroitin sulfate was no better than placebo in terms of joint pain, stiffness, mobility or physical function.

44. The results from GAIT and these other clinical studies testing glucosamine and chondroitin combinations versus placebo are also consistent with the reported results of prior and subsequent studies.

45. For example, a 1999 study involving 100 subjects by Houpt et al. found that glucosamine hydrochloride performed no better than placebo at reducing pain at the conclusion of the eight week trial. Houpt et al., Effect of glucosamine hydrochloride in the treatment of pain of osteoarthritis of the knee. *J. Rheumatol.* 26(11):2423-30 (1999).

46. Rindone et al. (2000) is a randomized, double-blind, controlled trial of 98 subjects provided 1,500 mg glucosamine or a placebo for two months who were examined for pain intensity while walking and at rest. Rindone et al., Randomized, controlled trial of glucosamine for treating osteoarthritis of the knee. *West J Med*, 172:91-95 (2000). The investigators concluded that glucosamine "was no better than placebo in reducing pain[.]" *Id.* at 91.

47. Likewise, a 2004 study of 205 participants by McAlindon et al. concluded that "glucosamine was no more effective than placebo in treating symptoms of knee osteoarthritis;" meaning, glucosamine is ineffective. McAlindon et al., Effectiveness of Glucosamine For Symptoms of Knee Osteoarthritis: Results From and Internet-Based Randomized Double-Blind Controlled Trial. *Am. J. Med.* 117(9):643-49 (2004). Dr. McAlindon and his co-authors

assessed and found no difference between glucosamine and placebo in terms of pain, stiffness, physical function, or any other assessed outcome. *Id.* at 646 ("[W]e found no difference between the glucosamine and placebo groups in any of the outcome measures, at any of the assessment time points.").

48. A 2004 study by Cibere et al. studied users of glucosamine who claimed to have experienced at least moderate benefits after starting glucosamine. Cibere et al., Randomized, Double-Blind, Placebo-Controlled Glucosamine Discontinuation Trial in Knee Osteoarthritis. *Arthritis & Rheumatism (Arthritis Care & Research)* 51(5):738-745 (2004). These patients were divided into two groups—one group that was given glucosamine and another group that was given a placebo. For six months, the primary outcome observed was the proportion of disease flares in the glucosamine and placebo groups. A secondary outcome was the time to disease flare. The study results reflected that there were no differences in either the primary or secondary outcomes for glucosamine and placebo. The authors concluded that the study provided no evidence of symptomatic benefit from continued use of glucosamine—in other words, any prior perceived benefits were due to the placebo effect and ***not*** glucosamine. *Id.* at 743 ("In this study, we found that knee OA disease flare occurred as frequently, as quickly, and as severely in patients who were randomized to continue receiving glucosamine compared with those who received placebo. As a result, the efficacy of glucosamine as a symptom-modifying drug in knee OA is not supported by our study.").

49. A 2008 study by Rozendaal et al. assessed the effectiveness of glucosamine on the symptoms and structural progression of hip osteoarthritis during two years of treatment. Rozendaal et al., Effect of glucosamine sulfate on hip osteoarthritis. *Annals of Internal Medicine*, 148:268-277 (2008). Rozendaal and co-authors examined 222 subjects and concluded that glucosamine was no better than placebo in reducing pain, improving physical function, or impacting the structural progression of osteoarthritis.

50. In a 2010 report published in the Journal of the American Medical Association ("JAMA"), Wilkens et al. reported the results from their large, double-blind, randomized, placebo-controlled trial that found there was no difference between placebo and glucosamine

for the treatment of low back pain and lumbar osteoarthritis and that neither glucosamine nor placebo were effective in reducing pain related disability. Wilkens et al., Effect of glucosamine on pain-related disability in patients with chronic low back pain and degenerative lumbar osteoarthritis. *JAMA*, 304:45-52 (2010). The researchers also concluded that, "Based on our results, it seems unwise to recommend glucosamine to all patients" with low back pain and lumbar osteoarthritis.

51. Large, well-conducted clinical trials on persons without diagnosed arthritis have also been conducted, and these studies also demonstrate that the ingredients in the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product does not provide any joint health benefits, including reducing joint pain or stiffness, improving mobility, or slowing the progression of arthritis.

52. Kwoh et al. (2014) is a report from a randomized, placebo-controlled clinical trial measuring the effect of glucosamine hydrochloride on joint degradation, joint pain, and physical function in 201 individuals. Kwoh et al., Effect of Oral Glucosamine on Joint Structure in Individuals With Chronic Knee Pain: a Randomized, Placebo-Controlled Clinical Trial. *Arthritis & Rheumatology*, 66(4):930-939 (2014). Kwoh, which studied a mix of subjects with and without osteoarthritis, concluded that glucosamine supplementation provided no joint health, structural, pain or physical function benefits:

> In this 24-week study, we did not find any evidence that glucosamine is more effective than placebo in improving joint health, when assessed according to the outcomes of decreased cartilage deterioration on MRI, improvement of BMLs on MRI, decreased excretion of urinary CTX-II, and decreased pain or improved function.

Id. at 935.

53. Runhaar et al. (2015) also examined subjects not diagnosed with arthritis and found no benefits from glucosamine. Runhaar was an independently-analyzed double-blind, placebo-controlled, factorial design trial testing a diet-and-exercise program and 1500mg oral glucosamine or placebo on 407 subjects. Runhaar et al., Prevention of Knee Osteoarthritis in Overweight Females: The First Preventative Randomized Controlled Trial in Osteoarthritis.

Am J Med, 128(8):888-895 (2015). Researchers examined the impact of daily glucosamine consumption on the incidence of knee osteoarthritis, as well as on pain and physical function. After 2.5 years, no effect from glucosamine was found on subjects' overall quality of life or knee pain, physical function, or the incidence of knee osteoarthritis.

54. Based on data from 245 people without diagnosed osteoarthritis, de Vos et al. (2017) determined the impact of glucosamine consumption over an average time period of 6.6 years. de Vos et al., Long-term effects of a lifestyle intervention and oral glucosamine sulphate in primary care on incident knee OA in overweight women. *Rheumatology*, 56(8):1326-1334 (2017). Study participants consumed placebo or 1500 mg daily glucosamine and periodically reported knee pain, physical activity and quality of life, and had their joint space width was measured by radiograph. Based on six-year analysis, de Vos and co-researchers concluded that glucosamine consumption is not effective at preventing knee osteoarthritis as measured according to either joint space width changes or based on symptomatic changes that included impact on knee pain or joint stiffness.

Meta-analyses and Scientific Review Articles

55. Well-conducted meta-analyses are considered a higher level of evidence than individual clinical trials as they provide a method to evaluate the aggregated results of all relevant studies according to their pooled effects and methodological quality.

56. In a 2007 meta-analysis, Vlad et al. reviewed all randomized, double-blind, placebo-controlled studies involving glucosamine hydrochloride and concluded that "[g]lucosamine hydrochloride is not effective." Vlad et al., Glucosamine for pain in osteoarthritis: Why do the trials differ? *Arthritis & Rheumatism*, 56:2267-2277 (2007); *see also id.* at 2275 ("[W]e believe that there is sufficient information to conclude that glucosamine hydrochloride lacks efficacy for pain in OA.").

57. In 2009, Towheed et al. published an updated Cochrane Collaboration Review examining glucosamine (first published in 2001 and previously updated in 2005). Towheed et al., Glucosamine therapy for treating osteoarthritis. *Cochrane Database Syst Rev*, 2:CD002946 (2009). The 2009 Cochrane Review was based on a high-quality systematic review and meta-

analysis of 25 glucosamine studies involving 4963 patients. Like the 2001 and 2005 reviews, the 2009 Cochrane Review found that pooled results from studies using a non-industry preparation of glucosamine or adequate study methodology failed to show any benefits of glucosamine for pain or function. According to the researchers, "[t]he high quality studies showed that pain improved about the same whether people took glucosamine or fake pills."

58. A 2010 meta-analysis by Wandel et al. examined prior studies involving glucosamine and chondroitin, alone or in combination, and whether they relieved the symptoms or progression of arthritis of the knee or hip. Wandel et al., Effects of glucosamine, Chondroitin, or placebo in patients with osteoarthritis of hip or knee: network meta-analysis. *BMJ*, 341:4675 (2010). This independent research team reported that glucosamine and chondroitin, alone or in combination, did not reduce joint pain or have an impact on the narrowing of joint space: "Our findings indicate that glucosamine, chondroitin, and their combination do not result in a relevant reduction of joint pain nor affect joint space narrowing compared with placebo." *Id.* at 8. The authors further concluded "[w]e believe it unlikely that future trials will show a clinically relevant benefit of any of the evaluated preparations." *Id.*

59. In 2011, Miller and Clegg, after surveying the clinical study history of glucosamine and chondroitin, concluded that, "[t]he cost-effectiveness of these dietary supplements alone or in combination in the treatment of OA has not been demonstrated in North America." Miller, K. & Clegg, D., *Glucosamine and Chondroitin Sulfate*, Rheum. Dis. Clin. N. Am. 37 103-118 (2011).

60. In 2012, a report by Rovati et al noted that glucosamine hydrochloride "ha[s] never been shown to be effective." Rovati et al., Crystalline glucosamine sulfate in the management of knee osteoarthritis: efficacy, safety, and pharmacokinetic properties, *Ther Adv Muskoloskel Dis.* 4(3):167-180 (2012).

61. The 2014 meta-analysis by Eriksen et al. included 25 glucosamine trials, which collectively involved 3,458 patients. Eriksen et al., Risk of bias and brand explain the observed inconsistency in trials on glucosamine for symptomatic relief of osteoarthritis: A meta-analysis of placebo-controlled trials. *Arthritis Care & Research* 66:1844-1855 (2014). Eriksen and co-

authors found that "[i]n accordance with a previous analysis, we found that glucosamine hydrochloride had no effect on pain" and "glucosamine by and large has no clinically important effect."

62. A 2017 scientific review by Vasiliadis and Tsikopoulous concluded that "[t]here is currently no convincing information on the efficacy of [glucosamine] or [chondroitin] as treatment options in [osteoarthritis]," and "when only the information from best quality trials is considered, then none of these supplements seem to demonstrate any superiority [as compared to placebo pill]." Vasiliadis HS & Tsikopoulos K, Glucosamine and chondroitin for the treatment of osteoarthritis. *World J Orthop*, 8(1):1-11 (2017).

63. In 2017, Runhaar and co-authors presented results from their meta-analysis of six glucosamine studies (examining 1,663 patients) where the original authors agreed to share their study data for critical re-analysis. Runhaar et al., Subgroup analyses of the effectiveness or oral glucosamine for knee and hip osteoarthritis: a systematic review and individual patient data meta-analysis from the OA trial bank. *Ann Rheum Dis*, 76(11):1-8 (2017)). Runhaar (2017) is an "individual patient data meta-analysis" or IPD, which is considered a gold standard of systematic review. The Runhaar IPD meta-analysis concluded that glucosamine has no effect on pain or physical function: "[T]he current IPD on the efficacy of glucosamine ... did not identify a subgroup for which glucosamine showed any significant beneficial effects over placebo for pain or function in either the short term or long term."

Professional Guidelines

64. Professional guidelines are also consistent in their recommendation against using glucosamine or chondroitin.

65. For example, the National Collaborating Centre for Chronic Conditions ("NCCCC") reported "the evidence to support the efficacy of glucosamine hydrochloride as a symptom modifier is poor" and the "evidence for efficacy of chondroitin was less convincing." NCCCC, Osteoarthritis National Clinical Guideline for Care and Management of Adults, Royal College of Physicians, London 2008. Consistent with its lack of efficacy findings, the

NCCCC Guideline did not recommend the use of glucosamine or chondroitin for treating osteoarthritis. *Id.* at 33.

66. In December 2008, the American Academy of Orthopaedic Surgeons (AAOS) published clinical practice guidelines for the "Treatment of Osteoarthritis of the Knee (Non-Arthroplasty)," and recommended that "glucosamine and/or chondroitin sulfate or hydrochloride not be prescribed for patients with symptomatic OA of the knee." This recommendation was given a grade A, the highest level of recommendation. Richmond et al., Treatment of osteoarthritis of the knee (nonarthroplasty). *J. Am. Acad. Orthop. Surg.*, 17(9):591-600 (2009). This recommendation was based on a 2007 "high quality systematic review" from the Agency for Healthcare Research and Quality (AHRQ), which states that "the best available evidence found that glucosamine hydrochloride, chondroitin sulfate, or their combination did not have any clinical benefit in patients with primary OA of the knee." Samson et al., Treatment of Primary and Secondary Osteoarthritis of the Knee. Evidence Report/Technology Assessment, Number 157. *Prepared for Agency for Healthcare Research and Quality, U.S. Department of Health and Human Services*, Publication No. 07-E012 (2007). In 2009, a panel of scientists from the European Food Safety Authority ("EFSA") (a panel established by the European Union to provide independent scientific advice to improve food safety and consumer protection), reviewed nineteen studies submitted by an applicant, and concluded that "a cause and effect relationship has not been established between the consumption of glucosamine hydrochloride and a reduced rate of cartilage degeneration in individuals without osteoarthritis." EFSA Panel on Dietetic Products, Nutrition and Allergies, Scientific Opinion on the substantiation of a health claim related to glucosamine hydrochloride and reduced rate of cartilage degeneration and reduced risk of osteoarthritis, *EFSA Journal* 7(10):1358 (2009).

67. In a separate opinion from 2009, an EFSA panel examined the evidence for glucosamine (either hydrochloride or sulfate) alone or in combination with chondroitin sulfate and maintenance of joints. The claimed effect was "joint health," and the proposed claims included "helps to maintain healthy joint," "supports mobility," and "helps to keep joints

supple and flexible." Based on its review of eleven human intervention studies, three meta-analyses, 21 reviews and background papers, two animal studies, one in vitro study, one short report, and one case report, the EFSA panel concluded that "a cause and effect relationship has not been established between the consumption of glucosamine (either as glucosamine hydrochloride or as glucosamine sulphate), either alone or in combination with chondroitin sulphate, and the maintenance of normal joints." EFSA Panel on Dietetic Products, Nutrition and Allergies, Scientific Opinion on the substantiation of health claims related to glucosamine alone or in combination with chondroitin sulphate and maintenance of joints and reduction of inflammation. *EFSA Journal*, 7(9):1264 (2009).

68. In 2012, EFSA examined the evidence glucosamine sulfate or glucosamine hydrochloride, and a claimed effect of "contributes to the maintenance of normal joint cartilage." Based on its review of 61 references provided by Merck Consumer Healthcare, the EFSA panel concluded that "a cause and effect relationship has not been established between the consumption of glucosamine and maintenance of normal joint cartilage in individuals without osteoarthritis." EFSA Panel on Dietetic Products, Nutrition and Allergies, Scientific Opinion on the substantiation of a health claim related to glucosamine and maintenance of normal joint cartilage. *EFSA Journal*, 10(5): 2691 (2012).

69. In 2009, EFSA published another opinion that addressed the scientific evidence relating to joint health claims about methylsulfonylmethane ("MSM") with or without glucosamine hydrochloride, and found "that a cause and effect relationship has not been established between consumption of methylsulfonylmethane, either alone or in combination with glucosamine hydrochloride, and the maintenance of normal joints." EFSA Panel on Dietetic Products, Nutrition and Allergies, Scientific Opinion on the substantiation of health claims related to methylsulfonylmethane alone or in combination with glucosamine hydrochloride and maintenance of joints. *EFSA Journal*, 7(9):1268 (2009).

70. In 2013, the American Academy of Orthopaedic Surgeons updated their 2008 analysis and recommendations (discussed above), and made a "strong" recommendation that neither glucosamine nor chondroitin be used for patients with symptomatic osteoarthritis of the

knee. American Academy of Orthopaedic Surgeons, Treatment of Osteoarthritis of the Knee: Evidence-Based Guideline (2d ed. 2013). "Twenty-one studies were included as evidence for this recommendation."

71. Likewise, the American College of Rheumatology ("ACR"), the United Kingdom National Institute for Health and Care Excellence ("NICE"), and the Agency for Healthcare Research and Quality ("AHRQ") (one of the agencies within the United States Department of Health and Human Services) each published clinical guidelines for the treatment of osteoarthritis based on a critical review of published clinical research, including for glucosamine and chondroitin. These professional groups also recommend against using glucosamine or chondroitin for managing the pain, reduced function, and quality of life issues associated with osteoarthritis. Hochberg et al., American College of Rheumatology 2012 Recommendations for the Use of Nonpharmacologic and Pharmacologic Therapies in Osteoarthritis of the Hand, Hip, and Knee, *Arthritis Care & Research*, 64(4):465-474 (2012); NICE National Institute for Health and Care Excellence. *Osteoarthritis: Care and management in adults*. Clinical guideline 177. Methods, evidence and recommendations (2014); Samson et al., Treatment of Primary and Secondary Osteoarthritis of the Knee. Evidence Report/Technology Assessment, Number 157. *Prepared for Agency for Healthcare Research and Quality, U.S. Department of Health and Human Services*, Publication No. 07-E012 (2007).

72. The AAOS, ACR, NICE and AHRQ guidelines were based on systematic reviews and/or meta-analyses of all of the available study data. For example, the ACR specifically cited its reliance on the GAIT study coupled with four meta-analyses that "failed to demonstrate clinically important efficacy for these agents": Towheed (2005); Vlad (2007); Reichenbach (2007); and Wandel (2010). The NICE authors' conclusion that practitioners should "not offer glucosamine or chondroitin products" was based on a review that included Towheed (2005), which included 25 glucosamine RCTs, Reichenbach (2007), which included 20 chondroitin RCTs, and seven studies that compared glucosamine plus chondroitin versus placebo. The 2007 AHRQ assessment was based on review of 21 glucosamine/chondroitin

studies, including GAIT. The AAOS' 2013 "strong" recommendation against glucosamine and chondroitin was based on expert analysis and meta-analyses of 12 glucosamine studies, 8 chondroitin studies, and one study (GAIT) that assessed both.

IV. ***The Impact of Defendant's Wrongful Conduct***

73. Despite clinical studies demonstrating the ineffectiveness of the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product, Defendant conveyed and continues to convey one uniform joint health message: that the Product is a joint health supplement capable of supporting and benefiting joint health.

74. As the advertiser, retailer and seller of the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product, Defendant possesses specialized knowledge regarding the Product's content and effects of its ingredients, and Defendant is in a superior position to know whether the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product works as advertised.

75. Specifically, Defendant knew, but failed to disclose, or should have known, that the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product cannot benefit joint health and that well-conducted, clinical studies have found the Product's ingredients unable to support or benefit joint health.

76. Plaintiff and the Class members have been and will continue to be deceived or misled by Defendant's false and deceptive joint health representations.

77. Defendant's joint health representations and omissions were a material factor in influencing Plaintiff's and the Class members' decisions to purchase the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product. In fact, the only purpose for purchasing the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product is to obtain the represented joint health benefits.

78. Defendant's conduct has injured Plaintiff and the Class members because Defendant's Kirkland Signature Extra Strength Glucosamine and Chondroitin Product is worthless and cannot support or benefit joint health as advertised.

79. Had Plaintiff and the Class members known the truth about Defendant's Kirkland Signature Extra Strength Glucosamine and Chondroitin Product, they would not have purchased the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product and would not have paid the prices they paid for the Product.

80. Plaintiff and each Class member were harmed by purchasing Defendant's Kirkland Signature Extra Strength Glucosamine and Chondroitin Product because the Product is not capable of providing its advertised benefits. As a result, Plaintiff and each Class member lost money and property by way of purchasing Defendant's ineffective and worthless tablets.

CLASS DEFINITION AND ALLEGATIONS

81. Plaintiff brings this action on behalf of herself and all others similarly situated pursuant to Civil Code § 1781, and seeks certification of the following Class:

> All persons in California who purchased Defendant's Kirkland Signature Extra Strength Glucosamine and Chondroitin Product for personal use between May 28, 2015 and the date notice is disseminated.

82. Excluded from the Class is Defendant, its parents, subsidiaries, affiliates, officers, and directors, those who purchased the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product for resale, all persons who make a timely election to be excluded from the Class, the judge to whom this case is assigned and any immediate family members thereof, and those who assert claims for personal injury.

83. Certification of Plaintiff's claims for classwide treatment is appropriate because Plaintiff can prove the elements of her claims on a classwide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

84. Members of the Class are so numerous and geographically dispersed that joinder of all class members is impracticable. Plaintiff is informed and believes, and on that basis alleges, that the proposed Class contains many thousands of members. The precise number of Class members is unknown to Plaintiff but is believed to be in the thousands.

85. Common questions of law and fact exist as to all members of the Class and predominate over questions affecting only individual Class members. The common legal and factual questions include, but are not limited to, the following:

(a) Whether the representations discussed herein that Defendant made about its Kirkland Signature Extra Strength Glucosamine and Chondroitin Product were or are true, misleading, or likely to deceive;

(b) Whether Defendant's conduct violates public policy;

(c) Whether Defendant engaged in false or misleading advertising;

(d) Whether Defendant's conduct constitutes violations of the laws asserted herein;

(e) Whether Plaintiff and the other Class members have been injured, and the proper measure of their losses as a result of those injuries; and

(f) Whether Plaintiff and the other Class members are entitled to injunctive, declaratory, or other equitable relief.

86. The claims asserted by Plaintiff in this action are typical of the claims of the members of the Class, as the claims arise from the same course of conduct by Defendant, and the relief sought is common. Plaintiff and Class members suffered uniform damages caused by their purchase of the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product marketed and sold by Defendant.

87. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Plaintiff has retained counsel competent and experienced in both consumer protection and class litigation.

88. A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiff and the other Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendant, so it would be impracticable for Class members to individually seek redress for Defendant's wrongful conduct. Even if Class members could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action

device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

89. In the alternative, the Class also may be certified because Defendant has acted or refused to act on grounds generally applicable to the Class thereby making final declaratory and/or injunctive relief with respect to the members of the Class as a whole, appropriate.

90. Plaintiff seeks preliminary and permanent injunctive and equitable relief on behalf of the Class, on grounds generally applicable to the Class, to enjoin and prevent Defendant from engaging in the acts described, and to require Defendant to provide full restitution to Plaintiff and Class members.

91. Unless the Class is certified, Defendant will retain monies that were taken from Plaintiff and Class members as a result of Defendant's wrongful conduct. Unless a classwide injunction is issued, Defendant will continue to commit the violations alleged and the members of the Class and the general public will continue to be misled.

CLAIMS ALLEGED

COUNT I

Violation of the California Unfair Competition Law ("UCL") Cal. Bus. & Prof. Code §§ 17200, *et seq.*

92. Plaintiff incorporates the preceding paragraphs as if fully set forth herein.

93. Plaintiff brings this claim individually and on behalf of the Class.

94. Plaintiff and Defendant are "persons" within the meaning of the UCL. Cal. Bus. & Prof. Code § 17201.

95. The UCL defines unfair competition to include any "unlawful, unfair or fraudulent business act or practice," as well as any "unfair, deceptive, untrue or misleading advertising." Cal. Bus. Prof. Code § 17200.

96. In the course of conducting business, Defendant committed unlawful business practices by, among other things, making the representations (which also constitutes advertising within the meaning of § 17200) and omissions of material facts, as set forth more fully herein, and violating Civil Code §§ 1572, 1573, 1709, 1711, 1770(a)(5), (7), (9) and (16)

and Business & Professions Code §§ 17200, *et seq.*, 17500, *et seq.*, and the common law.

97. Plaintiff reserves the right to allege other violations of law, which constitute other unlawful business acts or practices. Such conduct is ongoing and continues to this date.

98. In the course of conducting business, Defendant committed "unfair" business practices by, among other things, making the representations (which also constitute advertising within the meaning of § 17200) and omissions of material facts regarding the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product in its advertising and labeling, including on the Product's packaging, as set forth more fully herein. There is no societal benefit from false advertising—only harm. Plaintiff and the other Class members paid for a valueless product that is not capable of conferring the benefits promised. While Plaintiff and the other Class members were harmed, Defendant was unjustly enriched by its false misrepresentations and omissions. As a result, Defendant's conduct is "unfair," as it offended an established public policy. Further, Defendant engaged in immoral, unethical, oppressive, and unscrupulous activities that are substantially injurious to consumers.

99. Further, as set forth in this Complaint, Plaintiff alleges violations of consumer protection, unfair competition, and truth in advertising laws in California, resulting in harm to consumers. Defendant's acts and omissions also violate and offend the public policy against engaging in false and misleading advertising, unfair competition, and deceptive conduct towards consumers. This conduct constitutes violations of the unfair prong of Business & Professions Code §§ 17200, *et seq.*

100. There were reasonably available alternatives to further Defendant's legitimate business interests, other than the conduct described herein. Business & Professions Code §§ 17200, *et seq.* also prohibit any "fraudulent business act or practice." In the course of conducting business, Defendant committed "fraudulent business act or practices" by, among other things, making the representations (which also constitute advertising within the meaning of § 17200) and omissions of material facts regarding the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product in its advertising, including on the Product's packaging and labeling, as set forth more fully herein. Defendant made the misrepresentations and

omissions regarding the efficacy of its Kirkland Signature Extra Strength Glucosamine and Chondroitin Product, among other ways, by misrepresenting on each and every Product package and label that the Product is effective when taken as directed, when, in fact, the representations are false and deceptive, and the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product is not capable of conferring the promised health benefits.

101. Defendant's actions, claims, omissions, and misleading statements, as more fully set forth above, were also false, misleading and/or likely to deceive the consuming public within the meaning of Business & Professions Code §§ 17200, *et seq*.

102. Plaintiff and the other members of the Class have in fact been deceived as a result of their reliance on Defendant's material representations and omissions, which are described above. This reliance has caused harm to Plaintiff and the other members of the Class, each of whom purchased Defendant's Kirkland Signature Extra Strength Glucosamine and Chondroitin Product. Plaintiff and the other Class members have suffered injury in fact and lost money as a result of purchasing the Products and Defendant's unlawful, unfair, and fraudulent practices.

103. Defendant knew, or should have known, that its material misrepresentations and omissions would be likely to deceive and harm the consuming public and result in consumers making payments to Defendant for the valueless Kirkland Signature Extra Strength Glucosamine and Chondroitin Product, which is incapable of actually supporting, maintaining, improving or benefiting joint health.

104. As a result of its deception, Defendant was unjustly enriched by receiving payments from Plaintiff and the Class in return for providing Plaintiff and the Class with the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product that does not perform as advertised.

105. Unless restrained and enjoined, Defendant will continue to engage in the unlawful, unfair and fraudulent conduct described herein.

106. Accordingly, Plaintiff, individually and on behalf of all others similarly situated, and on behalf of the general public, seeks restitution from Defendant of all money obtained from Plaintiff and the other members of the Class collected as a result of Defendant's unfair competition, and for an injunction prohibiting Defendant from continuing and further engaging in its unlawful, unfair and fraudulent conduct, requiring corrective advertising, and awarding all other relief this Court deems appropriate.

COUNT II

Violation of the California Consumers Legal Remedies Act ("CLRA")
Cal. Civ. Code §§ 1750, *et seq.*

107. Plaintiff incorporates the preceding paragraphs as if fully set forth herein.

108. Plaintiff brings this claim individually and on behalf of the Class.

109. Plaintiff is a "consumer," Defendant is a "person," and the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product is a "good" within the meaning of the CLRA. Cal. Civ. Code §§ 1761(a), (c) and (d).

110. Defendant's sale and advertisement of its Kirkland Signature Extra Strength Glucosamine and Chondroitin Product constitutes "transactions" within the meaning of the CLRA. Cal. Civ. Code § 1761(e).

111. The CLRA declares as unlawful the following unfair methods of competition and unfair or deceptive acts or practices when undertaken by any person in a transaction intended to result, or which results in the sale of goods to any consumer:

> (5) Representing that goods ... have ... approval, characteristics, ... uses [and] benefits ... which [they do] not have ....
>
> (7) Representing that goods ... are of a particular standard, quality or grade ... if they are of another.
>
> (9) Advertising goods ...with intent not to sell them as advertised.
>
> (16) Representing that [goods] have been supplied in accordance with a previous representation when [they have] not.

Cal. Civ. Code §§ 1770(a)(5), (7), (9) and (16).

112. Defendant violated the CLRA by representing that its Kirkland Signature Extra Strength Glucosamine and Chondroitin Product is beneficial for joint health, when, in reality, the Product cannot provide its advertised benefits and the Product's ingredients are ineffective at improving, supporting, maintaining or benefiting the health of human joints.

113. Defendant knew or should have known its joint health representations were false and misleading, and that by omitting the ineffectiveness of its Kirkland Signature Extra Strength Glucosamine and Chondroitin Product it was omitting a material fact that would alter any consumer's decision to purchase the Product.

114. Defendant's violations of the CLRA proximately caused injury in fact to Plaintiff and the Class.

115. Plaintiff and the Class members purchased Defendant's Kirkland Signature Extra Strength Glucosamine and Chondroitin Product on the belief that they would receive the advertised joint benefits from the Product. Indeed, no consumer would purchase a joint health supplement unless he or she believed it was capable of providing meaningful joint benefits.

116. Defendant's Kirkland Signature Extra Strength Glucosamine and Chondroitin Product, however, is worthless and cannot provide its advertised benefits. Since the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product lacks any value, Plaintiff and each Class member was injured by the mere fact of their purchase.

117. Pursuant to Cal. Civ. Code § 1782(d), Plaintiff, individually and on behalf of the other members of the Class, seeks a Court order enjoining the above-described wrongful acts and practices of Defendant and for restitution and disgorgement.

118. Pursuant to Cal. Civ. Code § 1782(a), Defendant was notified in writing by certified mail of the particular violations of Section 1770 of the CLRA, which notification demanded that Defendant rectify the problems associated with the actions detailed above and give notice to all affected consumers of Defendant's intent to so act. A copy of the letter is attached hereto as Exhibit A.

119. If Defendant fails to rectify or agree to rectify the problems associated with the actions detailed above and give notice to all affected consumers within 30 days of the date of

written notice pursuant to § 1782 of the Act, Plaintiff will amend this complaint to add claims for actual, punitive and statutory damages.

120. Defendant's conduct is fraudulent, wanton, and malicious.

121. Pursuant to § 1780(d) of the Act, attached hereto as Exhibit B is the affidavit showing that this action has been commenced in the proper forum.

COUNT III

Breach of Express Warranty

122. Plaintiff incorporates the preceding paragraphs as if fully set forth herein.

123. Plaintiff brings this claim individually and on behalf of the Class.

124. Plaintiff, and each member of the Class, formed a contract with Defendant at the time Plaintiff and the other members of the Class purchased the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product. The terms of that contract include the promises and affirmations of fact made by Defendant on its Kirkland Signature Extra Strength Glucosamine and Chondroitin Product's labels and through other advertising, as described above. This advertising, including labeling, constitutes express warranties, became part of the basis of the bargain, and is part of a standardized contract between Plaintiff and the members of the Class on the one hand, and Defendant on the other.

125. All conditions precedent to Defendant's liability under this contract has been performed by Plaintiff and the Class.

126. Defendant breached the terms of this contract, including the express warranties, with Plaintiff and the Class by not providing the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product, which could provide the benefits described above.

127. As a result of Defendant's breach of its contract, Plaintiff and the Class have been damaged in the amount of the purchase price of the Kirkland Signature Extra Strength Glucosamine and Chondroitin Product they purchased.

JURY DEMAND

Plaintiff demands a trial by jury of all claims in this Complaint so triable.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the other members of the proposed Class, respectfully request that the Court enter judgment in Plaintiff's favor and against Defendant as follows:

A. Declaring that this action is a proper class action, certifying the Class as requested herein, designating Plaintiff as Class Representative and appointing the undersigned counsel as Class Counsel;

B. Ordering restitution and disgorgement of all profits and unjust enrichment that Defendant obtained from Plaintiff and the Class members as a result of Defendant's unlawful, unfair and fraudulent business practices;

C. Ordering injunctive relief as permitted by law or equity, including enjoining Defendant from continuing the unlawful practices as set forth herein, and ordering Defendant to engage in a corrective advertising campaign;

D. Ordering damages for Plaintiff and the Class;

E. Ordering Defendant to pay attorneys' fees and litigation costs to Plaintiff and the other members of the Class;

F. Ordering Defendant to pay both pre- and post-judgment interest on any amounts awarded; and

G. Ordering such other and further relief as may be just and proper.

Respectfully submitted,

Dated: October 22, 2018

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