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Plaintiff James Skadowski

*United States District Court*  
~~SUPERIOR COURT OF THE STATE OF CALIFORNIA~~  
*for the Central District of California*  
~~FOR THE COUNTY OF LOS ANGELES~~

**CV19-5213-DSF(JPRx)**

**JAMES SKADOWSKI, and JAMES SHIN**, an individual and on behalf of herself and all others similarly situated,

Plaintiff,

v.

**NATURE MEDIC, LLC.**, Limited Liability Company, an individual; **KANG SOO JANG**, an individual; **KIM NICK**, an individual and **DOES 1 through 125, 10** inclusive,

Defendants.

Case No. 19STCV14184

**CLASS ACTION COMPLAINT FOR:**

1. Breach of Express Warranty  
*California Commercial Code §2313;*
2. Deceit in Violation of *Civil Code §1710(2);*
3. Concealment *California Civil Code § 1710(3);*
4. False Advertising in Violations of *Business and Professions Code §17500 et seq.;*
5. Unfair Business Practice in Violation of *California Business and Professions Code §17200 et seq.;*
6. Violation of Consumers Legal Remedies Act ("CLRA");

**JURY TRIAL DEMANDED**

All allegations in this Class Action Complaint against defendants **NATURE MEDIC, LLC.**; and **DOES 1** through **125** (collectively, "Defendants") are based upon information and belief, except those allegations that pertain to Plaintiff, which is based on personal knowledge. Plaintiff's information and belief are based upon, *inter alia*, Plaintiff's own investigation and the investigation conducted by Plaintiff's attorneys. Each allegation in this Complaint either has

1 evidentiary support or, alternatively, is likely to have evidentiary support after a reasonable  
 2 opportunity for further investigation and/or discovery. Plaintiff alleges as follows:

### 3 **I. THE PARTIES**

4  
 5 1. This is a class action on behalf of Nationwide consumers who, within the last four  
 6 (4) years, purchased the Nature Medic Fucoidan products in powder, capsule or drink types  
 7 (collectively "Fucoidan Products") from Defendants, whose false advertisings repeatedly  
 8 featured the representations that: (1) the modern science affirmed an anti-cancer substance called  
 9 Fucoidan; (2) Fucoidan in their products cause certain types of rapidly growing cancer cells to  
 10 self-destruct, promoting apoptosis, and; (3) their products prevent the cancer from spreading in  
 11 human body.

12 2. Defendants' Fucoidan Products are sold nationwide directly by Defendants  
 13 through their website or by the telephonic orders. This action seeks, among other things,  
 14 equitable and injunctive relief; restitution of all amounts illegally retained by Defendants; and  
 15 disgorgement of all ill-gotten profits from Defendants' wrongdoing.

16 3. Plaintiff JAMES SHIN is, and at all times alleged in this Class Action Complaint  
 17 was, an individual and a resident of Los Angeles County, California. Mr. Shin is hereafter  
 18 collectively referred to as "Plaintiff."

19 4. Defendant Kang Soo Jang and Kim Nick., doing business under the trade name  
 20 Nature Medic LLC Fucoidan, is a California Liability Company qualified to conduct business in  
 21 California with its principal place of business in Torrance, California.

22 5. The true names and capacities of Defendants Does 1 through 125 are unknown to  
 23 Plaintiff who therefore sues these Defendants by such fictitious names. Plaintiff is informed and  
 24 believes, and thereon alleges, that each of Defendants Does 1 through 125 are responsible in  
 25 some manner for the events herein described and the injuries suffered by Plaintiff and members  
 26 of the Class, including without limitation, selling the Fucoidan Products to the public. Plaintiff  
 27 will amend this Complaint to allege the identities of such Doe Defendants when the same have  
 28 been ascertained. Plaintiff is further informed and believes, and thereupon alleges, that each of  
 29 Defendants named herein, including Does 1 through 125, were the agent, servant, employee,

1 and/or alter ego of the other Defendants and that, in doing the things alleged herein, were acting  
2 within the scope of their actual or apparent authority.

3 6. At all times relevant to the matters alleged in this Complaint, Defendants have  
4 made misrepresentations and/or omissions regarding the effectiveness of its Nature Medic LLC  
5 Fucoidan brand of products.

## 6 **II. JURISDICTION AND VENUE**

7 7. This Court has subject matter jurisdiction over all the claims alleged in this action  
8 pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. §1332(d). This Court has  
9 supplemental jurisdiction over the violations of the California Business and Professions Code §§  
10 17200 et seq., commonly known as the Unfair Competition Law ("UCL") and §§ 17500 et seq.,  
11 commonly known as the False Advertising Law ("FAL"), the Consumers Legal Remedies Act  
12 ("CLRA"), and California Civil Code §§ 1750 – 1784.

13 8. Venue is proper in this district pursuant to 28 U.S.C. § 1391(B)(2) and (3) in that  
14 Defendants are subject to personal jurisdiction in this district at the time this action was  
15 commenced.

## 16 **III. GENERAL ALLEGATIONS**

17 9. Defendant NATURE MEDIC LLC., marketed and sold, and continues to market  
18 and sell, its Fucoidan Products nationwide, and has transacted and continues to transact business  
19 nationwide through the dissemination of advertisements for, and sale of, its Fucoidan Products.  
20 Defendant is a "person" pursuant to California *Business and Professions Code* § 17201.

21 10. Defendant and DOES, and each of them, are responsible for the acts and  
22 omissions of the others and are parties acting in active concert and participation with each other.  
23 These parties have acted, and continue to act, in concert with each other, and have aided and  
24 abetted each other, cooperated with each other in the planning of, participation in, and  
25 facilitation of, the selling, marketing, promoting, and distributing Fucoidan Products. Defendants  
26 and DOES are collectively referred to as "Defendants."

27 11. Defendants are engaged in the manufacturing, labeling, advertising, promotion,  
28 marketing, offering for sale, sale, and/or distribution of Fucoidan Products to consumers  
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1 throughout the State of California. Defendants offer for sale Fucoidan Products by way of the  
2 internet and by phone orders only.

3 12. Defendants, through their advertisements and promotions, voluntarily claim that  
4 their Fucoidan Products do, among other things, cause rapidly growing cancer cells to self-  
5 destruct, and prevent the cancer from spreading in human body. Especially, Defendants'  
6 advertising adopts various so-called testimonials of the alleged consumers of their products who  
7 supposedly used Fucoidan Products and experienced miraculous results of curing various cancers  
8 thereby.

9 13. For example, one of the most widespread advertisings of Defendants contains a  
10 large heading of "SALVATION SALVATION! – Nature Medic LLC Fucoidan granted me a  
11 new life!" followed by the testimonials such as these: (i) "did the CT scan, and (the tumor) can't  
12 be found anymore. I will have (the patient) keep taking it though, to prevent a relapse; (ii) "the  
13 size of the (tumor) was decreased by 60% in three weeks only"; (iii) "moved (the patient) home  
14 since I did not want to send (the patient) to the hospice care, but when we visited the hospital  
15 again in one year (after using the Fucoidan Products), the doctor was very surprised because he  
16 thought (the patient) must have died but (the patient) was very healthy and alive"; (iv) "it is gone  
17 incredibly only after 4 months since I took the water-dissolved capsule-type," and etc. These  
18 representations prominently appear on the communities' newspapers, phone directories, and in  
19 the "Free Booklet", which is available upon request only by making a telephonic request to the  
20 Defendants.

21 14. Additionally, Defendants advertised in print advertisement that the subject  
22 products: (1) the modern science affirmed an anti-cancer substance called Fucoidan; (2)  
23 Fucoidan in their products cause certain types of rapidly growing cancer cells to self-destruct,  
24 promoting apoptosis, and; (3) their products prevent the cancer from spreading in human body.

25 15. Also, the manager of the Defendants who is known as Nick Kim, appeared on a  
26 radio broadcasting infomercial repeatedly and emphasized the quality and effect of their product.  
27 For example, on August 12, 2013 and on May 12, 2014, Kim appeared in one of the series of  
28 infomercials of Defendants in an one-hour program called "Live Desk" by "Radio Korea" in AM  
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1 1540, and emphasized the effects of their products such as (1) the modern science affirmed an  
2 anti-cancer substance called Fucoidan; (2) Fucoidan in their products cause certain types of  
3 rapidly growing cancer cells to self-destruct, promoting apoptosis, and; (3) their products prevent  
4 the cancer from spreading in human body and from relapsing of the cancer.

5 16. Defendants' business practices of advertising and marketing of their Fucoidan  
6 Products are unfair, fraudulent, and constitute "unfair, deceptive, untrue or misleading  
7 advertising" under *Business and Professions Code* §§ 17500 and 17200 *et seq.*, because  
8 Defendants' Fucoidan Products are not effective to cause rapidly growing cancer cells to self-  
9 destruct, and prevent the cancer from spreading in human body. After all, this product is a mere  
10 dietary supplement.

11 17. Plaintiff and reasonable consumers must and do rely on companies such as  
12 Defendants to honestly state the nature of a product's qualities and ingredients, and companies  
13 such as Defendants intend and know that consumers rely upon statements made on the  
14 advertisements and on the company's website in making their purchasing decisions. Such  
15 reliance by consumers is reasonable because companies are prohibited from making false or  
16 misleading statements about their products under federal and state law.

17 18. Defendants' representations regarding the subject Fucoidan Products are false,  
18 misleading and/or fail to disclose material facts. Defendants knew or should have known and/or  
19 were reckless in representing that the Fucoidan Products cause rapidly growing cancer cells to  
20 self-destruct, and prevent the cancer from spreading in human body when, in fact, there is no  
21 scientifically proven data that these products do such medical breakthrough of human history.  
22 Defendants knew or should have known that their representations of standards, qualities,  
23 characteristics, grade, affirmations of fact, and promises regarding the subject Fucoidan Products  
24 were likely to deceive consumers into believing they were purchasing a product that had  
25 qualities, attributes and/or warranties which it did not possess. However, Defendants have made  
26 such false advertisings and misrepresentations in order to gain monetary profits, by taking  
27 advantages of the vulnerable minds of the cancer patients and their families.  
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19. Plaintiff had been exposed to these false advertisings and misleading statements made by Defendants, and believed such assertions to be true. In or about June 20, 2016, Plaintiff purchased Fucoidan Products in order to help himself, who suffered immune system and was recovering therefrom. Plaintiff purchased the Fucoidan Products four more times until March 22, 2018 Defendants. Plaintiff's purchases were influenced and motivated by such false advertisings and misleading statements since she wanted her aunt to be free from the relapse. Plaintiff's purchases were based upon Defendants' advertisements and representations including, but not limited to, their representations that their Fucoidan Products can cause rapidly growing cancer cells to self-destruct, and prevent the cancer from spreading in human body. Had Plaintiff known that there was insufficient evidence to support these claims, she would not have purchased the product. As a consequence, Plaintiff has lost money and did not receive the product for which she had bargained.

#### IV. CLASS ACTION ALLEGATIONS

20. Plaintiff brings this action on her own behalf and on behalf of all other persons similarly situated, pursuant to *Code of Civil Procedure* §382 and *Civil Code* §1781. Plaintiff brings this action on behalf of a nationwide class and a California sub-class (collectively "the Class") consisting of:

##### Nationwide Class:

All residents of the United States who purchased Fucoidan Products from Defendants during the time period permitted by applicable statutes of limitations and continuing until Defendants cease the false advertisings and misrepresentations about their products. The class does not include the named Defendants or co-conspirators, their directors, officers, or employees or members of their families ("the Class").

##### California Sub-Class:

All residents of the State of California who purchased Defendants' Fucoidan Products during the time period permitted by applicable statutes of limitations and continuing until Defendants cease the false advertisings and misrepresentations about their products. The

1 class does not include the named Defendants or co-conspirators, their directors, officers,  
2 or employees or members of their families (“the California Sub-Class”).

3 21. The persons in the Class are so numerous that the joinder of all such persons is  
4 impracticable and that the disposition of their claims in a class action rather than in individual  
5 actions will benefit the parties and the Court.

6 22. There is a well-defined commonality and community of interest in the questions  
7 of law and fact involving and affecting all members of the Class exists and common questions of  
8 fact and law predominate over questions which may affect only individual Class members. The  
9 questions of fact and law common to the Class include, *inter alia*:

- 10 a. Whether Defendants made representations that its Fucoidan products cells to  
11 Powerful Immunity and Powerful Nature Medic, promoting apoptosis is false  
12 and/or deceptive;
- 13 b. Whether Defendants made representations that its Fucoidan products cells to  
14 our body of healing and quick recovery help needed it immediately,  
15 promoting apoptosis is false and/or deceptive;
- 16 c. Whether Defendants made representation that its Fucoidan products cells to  
17 powerful immune system to our body promoting apoptosis is false and/or  
18 deceptive;
- 19 d. Whether Defendants made representations, expressly or by implication, that  
20 the modern science affirmed an anti-cancer substance called Fucoidan and  
21 Fucoidan in their products can cause cancer cells to self-destruct, promoting  
22 apoptosis; and prevent the cancer from spreading in human body.
- 23 e. Whether Defendants’ representations that its Fucoidan Products cause cancer  
24 cells to self-destruct, promoting apoptosis is false and/or deceptive;
- 25 f. Whether Defendants’ representations that its Fucoidan Products prevent the  
26 cancer from spreading in human body are false and/or deceptive;
- 27 g. Whether Defendants’ representations that its Fucoidan Products prevent the  
28  
29

1 No longer a good Fucoidan there is no in human body are false and/or  
 2 deceptive;

3 h. Whether the testimonials in Defendants' advertisings misled the consumers  
 4 into believing that the Fucoidan Products can cause cancer to be cured;

5 i. Whether Defendants' conduct constitutes a violation of §17500, et seq. of the  
 6 Business and Professions Code;

7 j. Whether Defendants' conduct constitutes an unlawful business act or practice  
 8 within the meaning of Business and Professions Code §17200;

9 k. Whether Defendants' conduct constitutes an unfair business act or practice  
 10 within the meaning of Business and Professions Code §17200;

11 l. Whether Defendants' conduct constitutes a fraudulent business act or practice  
 12 within the meaning of Business and Professions Code §17200;

13 m. Whether Defendants' conduct constitutes deceit within meaning of Civil Code  
 14 §1710(2);

15 n. Whether Defendants' conduct constitutes concealment within meaning of Civil  
 16 Code §1710(3); and

17 o. Whether Plaintiff and members of the Class are entitled to damages,  
 18 restitution, and other relief.

19 23. Plaintiff's claims are typical of the claims of the members of the Class because  
 20 Plaintiff and each member of the class purchased a Fucoidan Products from Defendants during  
 21 the statutory period prior to the filing of this action to present. Plaintiff has no interests  
 22 antagonistic to those of the Class and Defendants have no defenses unique to Plaintiff.

23 24. Plaintiff will fairly and adequately protect the interests of the members of the  
 24 Class and Plaintiff has no interests which are contrary to or in conflict with those of the Class she  
 25 seeks to represent. Plaintiff has retained competent counsel experienced in class action litigation  
 26 to further ensure such protection and intend to prosecute this action vigorously.

27 25. The prosecution of separate actions by individual members of the Class would  
 28 create a risk of inconsistent or varying adjudications with respect to individual members of the  
 29



1 Class, which would establish incompatible standards of conduct for the party opposing the Class  
2 and would lead to repetitious trials of the numerous common questions of fact and law. Plaintiff  
3 knows of no difficulty that will be encountered in the management of this litigation that would  
4 preclude its maintenance as a class action. As a result a class action is superior to other available  
5 methods for the fair and efficient adjudication of this controversy.

6 26. Defendants have acted or refused to act on grounds generally applicable to the  
7 Class, making final declaratory or injunctive relief appropriate.

8 27. The questions of law and fact common to members of the Class predominate over  
9 any questions affecting only individual members.

10 28. A class action is superior to other available methods for the fair and efficient  
11 adjudication of this controversy because joinder of all members is impracticable. Disposition of  
12 the Class' claims in a class action, rather than in individual actions, will benefit the parties and  
13 the Court, because:

- 14 a. The losses to Plaintiff and similarly situated other consumers are relatively  
15 small, estimated at most to be between several hundred dollars per customer;  
16 b. Obtaining private counsel by individual Class members is economically  
17 unfeasible and impractical;  
18 c. The burden imposed on the judicial system by approximately thousands of  
19 actions vastly outweighs any burdens that would be imposed by this class  
20 action;  
21 d. Thousands of actions prosecuted against Defendants could, and most likely  
22 would, result in inconsistent standards of conduct for Defendants; and  
23 e. The public interest would be best served by obtaining a definitive answer to  
24 questions posed by this case.

25 29. The proposed Class action is manageable.

26 30. Proper and sufficient notice of this action may be provided to the Class members  
27 through notice published in nationwide publications, and/or through retail stores, Defendants'  
28 web sites, and the national media.  
29



1 (c) Any sample or model which is made part of the basis  
2 of the bargain creates an express warranty that the whole of the goods  
3 shall conform to the sample or model.

4 (2) It is not necessary to the creation of an express warranty  
5 that the seller use formal words such as "warrant" or  
6 "guarantee" or that he have a specific intention to make a  
7 warranty, but an affirmation merely of the value of the goods  
8 or a statement purporting to be merely the seller's opinion or  
9 commendation of the goods does not create a warranty.

10 35. Defendant breached the above warranties because it intentionally and  
11 affirmatively represented that its Fucoidan Products cause cancer cells to self-destruct, and  
12 prevent the cancer from spreading in human body, when, in fact, they do not. Defendants were  
13 aware of these problems in its Fucoidan Products at all relevant times.

14 36. Plaintiff and other members of the Class have been damaged by Defendants'  
15 breach of its express warranty obligations in an amount to be determined at trial. Plaintiff's and  
16 other Class members' damages from Defendants' breach include, but are not limited to, damages  
17 as measured by Commercial Code § 2714(2), i.e., the benefit of the bargain, or rescission of the  
18 transactions between Plaintiff and other members of the Class (on the one hand) and Defendants  
19 (on the other hand).

20 37. Plaintiff is entitled to an award of attorneys' fees and costs in prosecuting this  
21 action against Defendants under California's Code of Civil Procedure § 1021.5 and other  
22 applicable law in part because:

- 23 a. a successful outcome in this action will result in the enforcement of important  
24 rights affecting the public interest by maintaining the integrity of  
25 representation made concerning Defendants' Fucoidan Products;  
26 b. this action will result in a significant benefit to consumers or a large class of  
27 persons by bringing to a halt unlawful, unfair, deceptive, and misleading  
28 activity and by causing the return of ill-gotten gains obtained by Defendants;  
29

- 1 c. unless this action is prosecuted, members of a large class of persons will not  
2 recover those monies, and many consumers would not be aware that they were  
3 victimized by Defendants' wrongful acts and practices; and  
4  
5 d. an award of attorneys' fees and costs is necessary for the prosecution of this  
6 action and will result in a benefit to each member of the Class, and consumers  
7 in general.

## 8 **SECOND CAUSE OF ACTION**

### 9 **Deceit in Violation of *Civil Code* §1710(2)**

(By Plaintiff and the Members of the Class Against All Defendants)

10 38. Plaintiff incorporates by reference each allegation contained in preceding  
11 paragraphs as though fully set forth herein.

12 39. Defendants have broadly disseminated, by way of printed advertisement, internet  
13 advertisement, commercial radio broadcastings, and the representations herein alleged, at least  
14 since early 2012, which were received by the public nationwide including Plaintiff and all Class  
15 members. Specifically, Defendants assert, as fact, that the modern science affirmed an anti-  
16 cancer substance called Fucoidan and Fucoidan in their products can cause cancer cells to self-  
17 destruct, promoting apoptosis; and prevent the cancer from spreading in human body.

18 Defendants' assertions are false because their Fucoidan Products do not perform as represented.

19 40. Defendants knew that their product is merely a dietary supplement, not a drug, so  
20 there were no reasonable grounds for believing their assertions, but asserted such facts  
21 nonetheless, with the intent to procure each consumer's business.

22 41. Had Plaintiff and the Class members known that Defendants' assertion was  
23 untrue, Plaintiff and the Class members would not have purchased Defendants' Fucoidan  
24 Products.

25 42. As a proximate result of Defendants' deceit, as set forth above, Plaintiff and each  
26 Class member purchased Defendants' Fucoidan Products and have been damaged in an amount  
27 to be proven at trial.  
28  
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1           43. Plaintiff and the Class members are entitled to punitive damages since Defendants  
2 willfully and fraudulently acted with malice, oppression, and/or in conscious disregard for  
3 Plaintiff's and the Class members' legal rights as a result of Defendants' deceit, as set forth  
4 above.

5           44. Plaintiff is entitled to an award of attorneys' fees and costs in prosecuting this  
6 action against Defendants under California's Code of Civil Procedure §1021.5 and other  
7 applicable law in part because:

- 8           a. a successful outcome in this action will result in the enforcement of important  
9 rights affecting the public interest by maintaining the Products;
- 10           b. this action will result in a significant benefit to consumers or a large class of  
11 persons by bringing to a halt unlawful, unfair, deceptive, and misleading  
12 activity and by causing the return of ill-gotten gains obtained by Defendants;
- 13           c. unless this action is prosecuted, members of a large class of persons will not  
14 recover those monies, and many consumers would not be aware that they were  
15 victimized by Defendants' wrongful acts and practices;
- 16           d. unless this action is prosecuted, Defendants will continue to mislead  
17 consumers about the true nature of its Fucoidan Products; and
- 18           e. an award of attorneys' fees and costs is necessary for the prosecution of this  
19 action and will result in a benefit to each member of the Class, and consumers  
20 in general.

### 21                           **THIRD CAUSE OF ACTION**

#### 22                           ***Concealment California Civil Code § 1710(3)***

23           (By Plaintiff and the Members of the California Sub-Class Against All Defendants)

24           45. Plaintiff incorporates by reference each allegation contained in preceding  
25 paragraphs as though fully set forth herein.

26           46. During all times relevant to this litigation, Defendant has broadly disseminated by  
27 way of printed advertisement, internet advertisement, commercial radio broadcasting, and the  
28 representations herein alleged which were received by the public nationwide including Plaintiff  
29

1 and the Class members. Specifically, Defendants represent, as fact, that the modern science  
2 affirmed an anti-cancer substance called Fucoidan and Fucoidan in their products can cause  
3 cancer cells to self-destruct, promoting apoptosis; and prevent the cancer from spreading in  
4 human body. However, Defendants suppress the material facts that Defendants' Fucoidan  
5 Products do not effectively perform as represented.

6 47. Defendants suppressed these facts from Plaintiff and the Class members with the  
7 intent to reap the financial windfall from the sale of Defendants' Fucoidan Products that do not  
8 effectively perform as represented. This financial windfall was gained by exploiting the  
9 vulnerable mind of the dying cancer patients and their families.

10 48. As a proximate result of Defendants' concealment, as set forth above, Plaintiff  
11 and each Class member purchased Defendants' Fucoidan Products and have been damaged in an  
12 amount to be proven at trial.

13 49. Plaintiff and each Class member are entitled to punitive damages since  
14 Defendants willfully and fraudulently acted with malice, oppression, and/or in conscious  
15 disregard for the Plaintiff's and the Class members' legal rights as a result of Defendants' deceit,  
16 as set forth above.

17 50. Plaintiff is entitled to an award of attorneys' fees and costs in prosecuting this  
18 action against Defendants under California's Code of Civil Procedure § 1021.5 and other  
19 applicable law in part because:

- 20 a. a successful outcome in this action will result in the enforcement of important  
21 rights affecting the public interest by maintaining the integrity of  
22 representations made concerning Defendants' Fucoidan Products;  
23 b. this action will result in a significant benefit to consumers or a large class of  
24 persons by bringing to a halt unlawful, unfair, deceptive, and misleading  
25 activity and by causing the return of ill-gotten gains obtained by Defendants;  
26 c. unless this action is prosecuted, members of a large class of persons will not  
27 recover those monies, and many consumers would not be aware that they were  
28 victimized by Defendants' wrongful acts and practices;  
29

- 1 d. unless this action is prosecuted, Defendants will continue to mislead  
2 consumers about the true nature of its Fucoidan Products; and  
3 e. an award of attorneys' fees and costs is necessary for the prosecution of this  
4 action and will result in a benefit to each member of the Class, and consumers  
5 in general.

#### 6 **FOURTH CAUSE OF ACTION**

##### 7 **False Advertising in Violations of *Business and Professions Code §17500 et seq***

8 (By Plaintiff and the Members of the Class Against All Defendants)

9 51. Plaintiffs incorporate by reference each allegation contained in preceding  
10 paragraphs as though fully set forth herein.

11 52. Defendants' conduct, misrepresentations, acts and non-disclosures of the material  
12 facts alleged in this Complaint constitute false and misleading advertising and therefore  
13 constitute a violation of Cal. Business & Professions Code §17500, et seq.

14 53. Beginning at an exact date unknown to Plaintiff, but at least since four years prior  
15 to the filing of this Complaint, Defendants have committed acts of untrue and misleading  
16 advertising, as defined by Business and Professions Code §17500, including but not limited to,  
17 the following: the modern science affirmed an anti-cancer substance called Fucoidan and  
18 Fucoidan in their products can cause cancer cells to self-destruct, promoting apoptosis; and  
19 prevent the cancer from spreading in human body.

20 54. In making and disseminating these representations, Defendant knew, or by the  
21 exercise of reasonable care should have known, that the representations were untrue or  
22 misleading and so acted in violation of §17500 of the Business and Professions Code. Plaintiff  
23 and other members of the Class have suffered economic injury at the hands of Defendant in an  
24 amount equal to the purchase price of the Fucoidan Products, as to be determined at trial. The  
25 acts of untrue or misleading advertising by Defendants, as described above, present a continuing  
26 threat to consumers nationwide and consumers have suffered and continue to suffer monetary  
27 loss as a result of Defendants' violations of §17500 of the Business and Professions Code. In  
28 addition, Defendants have been unjustly enriched as a result of its conduct. Plaintiff and other  
29

1 members of the Class have no other adequate remedy of law in that absent equitable relief from  
 2 the Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and  
 3 harm consumers, thus engendering a multiplicity of judicial proceedings.

4 55. Plaintiff is entitled to an award of attorneys' fees and costs in prosecuting this  
 5 action against Defendants under California's *Code of Civil Procedure* § 1021.5 and other  
 6 applicable law in part because:

- 7 a. a successful outcome in this action will result in the enforcement of important  
 8 rights affecting the public interest by maintaining the integrity of  
 9 representations made concerning Defendants' Fucoidan Products;
- 10 b. this action will result in a significant benefit to consumers or a large class of  
 11 persons by bringing to a halt unlawful, unfair, deceptive, and misleading  
 12 activity and by causing the return of ill-gotten gains obtained by Defendants;
- 13 c. unless this action is prosecuted, members of a large class of persons will not  
 14 recover those monies, and many consumers would not be aware that they were  
 15 victimized by Defendants' wrongful acts and practices;
- 16 d. unless this action is prosecuted, Defendants will continue to mislead  
 17 consumers about the true nature of its Fucoidan Products; and
- 18 e. an award of attorneys' fees and costs is necessary for the prosecution of this  
 19 action and will result in a benefit to each member of the Class, and consumers  
 20 in general.

## 21 **FIFTH CAUSE OF ACTION**

### 22 **Unfair Business Practice in Violation of California *Business and Professions Code***

#### 23 **§17200 et seq.**

24 (By Plaintiff and the Members of the Class Against All Defendants)

25 56. Plaintiff incorporates by reference each allegation contained in preceding  
 26 paragraphs as though fully set forth herein.

27 57. Plaintiff is a person within the meaning of Business & Professions Code §17204  
 28 as defined by Business & Professions Code § 17201 and therefore, she has standing to sue for  
 29



1 any violation of Business & Professions Code § 1720, et seq. on behalf of herself and on behalf  
2 of the general public pursuant to Business & Professions Code § 17204.

3 58. The marketing and sale of Furoidan Products, as set forth above, by Defendants  
4 violate Business and Professions Code §17200 in the following respects:

- 5
- 6 a. Defendants' policy and practice of advertising, marketing, and selling  
7 Furoidan Products, as set forth above, constitutes an unlawful business  
8 practice because Defendants' practices are in violation of various laws and  
9 regulations, including, but not limited to, (i) Defendants' breach of  
10 Commercial Code § 2313, (ii) Defendants' deceit and concealment, (iii)  
11 Defendants' acts of untrue and misleading advertising, as fully described in  
12 Plaintiff's cause of action based upon violations of Business and Professions  
13 Code § 17500, are incorporated herein by reference and are, by definition,  
14 violations of Business and Professions Code §17200, and (iv) violation of the  
15 Magnuson Moss Warranty Act, 15 U.S.C. §§2301, et seq
- 16 b. Defendants' policy and practice of advertising, marketing, and selling their  
17 Furoidan Products, as set forth above, constitutes an unfair business practice  
18 because Defendants' practice is unethical, unscrupulous, and substantially  
19 injurious to consumers because Defendants' Furoidan Products do not  
20 effectively cause cancer cells to self-destruct, promoting apoptosis; and  
21 prevent the cancer from spreading in human body..
- 22 c. Defendants' business practice also constitutes an unfair business practice  
23 because Furoidan Products do not effectively perform as represented and,  
24 instead, put the consumers who relied upon its advertisements and purchased  
25 Furoidan Products at risk of exacerbating their medical conditions. The harm  
26 to Plaintiff, all others similarly situated, and to the public, outweighs the  
27 utility, if any, of Defendants' policy and practice; and
- 28 d. Defendants' policy and practice of advertising, marketing, and selling their  
29 Furoidan Products, as set forth above, constitutes a fraudulent business

1 practice because Defendants' practice is likely to mislead Plaintiff, all others  
 2 similarly situated, and the public, by deceiving and leading consumers to  
 3 believe, among other things, that the modern science affirmed an anti-cancer  
 4 substance called Fucoidan and Fucoidan in their products can cause cancer  
 5 cells to self-destruct, promoting apoptosis; and prevent the cancer from  
 6 spreading in human body.

7  
 8 59. Plaintiff and other members of the Class have suffered economic injury at the  
 9 hands of Defendants in an amount equal to the purchase price of the fucoidan Products, as to be  
 10 determined at trial. The unlawful, unfair, and fraudulent business practices by Defendants, as  
 11 described above, present a continuing threat to consumers nationwide and consumers have  
 12 suffered and continue to suffer monetary loss as a result of Defendants' violations of §17200 of  
 13 the Business and Professions Code. In addition, Defendants have been unjustly enriched as a  
 14 result of tis conduct. Plaintiff and other members of the Class have no other adequate remedy of  
 15 law in that absent equitable relief from the Court, Defendants are likely to continue to injure  
 16 consumers, reap unjust enrichment, and harm consumers, thus engendering a multiplicity of  
 17 judicial proceedings.

18 60. There were reasonably available alternatives to further Defendants' legitimate  
 19 business interests, other than the conduct alleged in this Complaint.

20 61. Plaintiff is entitled to an award of attorneys' fees and costs in prosecuting this  
 21 action against Defendants under California's Code of Civil Procedure § 1021.5 and other  
 22 applicable law in part because:

- 23 a. a successful outcome in this action will result in the enforcement of important  
 24 rights affecting the public interest by maintaining the integrity of  
 25 representations made concerning Defendants' Fucoidan Products;
- 26 b. this action will result in a significant benefit to consumers or a large class of  
 27 persons by bringing to a halt unlawful, unfair, deceptive, and misleading  
 28 activity and by causing the return of ill-gotten gains obtained by Defendants;

- c. unless this action is prosecuted, members of a large class of persons will not recover those monies, and many consumers would not be aware that they were victimized by Defendants' wrongful acts and practices;
- d. unless this action is prosecuted, Defendants will continue to mislead consumers about the true nature of its Fucoidan Products; and
- e. an award of attorneys' fees and costs is necessary for the prosecution of this action and will result in a benefit to each member of the Class, and consumers in general.

### **SIXTH CAUSE OF ACTION**

#### **Violation of Consumers Legal Remedies Act ("CLRA")**

(By Plaintiff and the Members of the Class Against All Defendants)

62. Plaintiff incorporates by reference each allegation contained in preceding paragraphs as though fully set forth herein.

63. In marketing Fucoidan Products, Defendants violated the California Legal Remedies Act ("CLRA"), codified at Civil Code §1750 et seq., which prohibits the following "in a transaction intended to result or which results in the sale" of goods:

- a. "Misrepresenting the source, sponsorship, approval or certification of goods or services" (Civil Code §1770(a)(2));
- b. "Using deceptive representations or designations of geographic origin in connection with goods or services" (Civil Code §1770(a)(4));
- c. "Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have" (Civil Code §1770(a)(5));
- d. Representing that goods or services are of a particular standard, quality, or grade, or that good are of a particular style or model, if they are of another" (Civil Code §1770(a)(7)); and
- e. Advertising goods or services with intent not to sell them as advertised (Civ. Code §1770(a)(9)).

1           64. Pursuant to §1782 of the CLRA, Plaintiff has notified Defendants in writing of the  
2 particular violations of §1770 of the CLRA and has demanded that Defendants take appropriate  
3 actions to remedy the various violations of the CLRA, including that Defendants give notice to  
4 all affected consumers of Defendants' intent to so act. Plaintiff sent such notice by certified mail  
5 to Defendant's principal place of business in Torrance, California on March 17, 2014.

6           65. Defendants failed to repair, replace or otherwise rectify the deceptive practices  
7 complained of herein for the entire Class pursuant to Civil Code §1770.

8           66. Plaintiff and the members of the Class have suffered harm and damages as a result  
9 of the use or employment by Defendants of methods, acts or practices declared unlawful by  
10 California Civil Code §1770.

11           67. Accordingly, Plaintiff seeks actual damages on behalf of themselves and all Class  
12 Members pursuant to Civil Code § 1780(a)(1). Plaintiffs seek punitive damages on behalf of  
13 themselves and all Class Members pursuant to Civil Code § 1780(a)(4).

14           68. Plaintiff seeks an order enjoining Defendants from continuing to employ the  
15 unlawful methods, acts and practices alleged above in whatever context it occurs pursuant to  
16 Civil Code § 1780(a)(2).

17           69. Plaintiff also seeks restitution to Plaintiff and all Class Members of any and all  
18 property in the form of money, which may have been acquired by means of any unlawful  
19 methods, act or practices by Defendants as alleged above pursuant to Civil Code § 1780(a)(3).

20           70. Plaintiff seeks reasonable attorney's fees pursuant to Civil Code 1780(e).

21                           **PRAYER FOR RELIEF**

22           WHEREFORE, Plaintiff prays for relief as follows:

23           A. An Order declaring this action to be a Class Action and certifying the Class as  
24 alleged herein on all of Plaintiff's causes of action;

25           B. For an Order enjoining Defendants from continuing to employ the unlawful  
26 methods, acts and practices described herein;  
27  
28  
29

1 C. For restitution to Plaintiff and all Class Members of any and all property in the  
2 form of money, which may have been acquired by means of any unlawful methods, act or  
3 practices by Defendants as alleged herein;

4 D. Pursuant to California Business & Professions Code sections 17203 and 17535  
5 and pursuant to the equitable powers of the Court, Plaintiff prays that Defendants be  
6 preliminarily and permanently enjoined from Defendants' acts in violation of Business &  
7 Professions Code sections 17200 and 17500 as described herein;

8 E. Pursuant to California Business & Professions Code sections 17203 and 17535  
9 and pursuant to the equitable powers of the Court, Plaintiffs pray that Defendants be  
10 ordered to restore all funds paid by Plaintiffs and all Class members as a result or any act  
11 or practice of Defendants declared by this Court to constitute a violation of Business &  
12 Professions Code sections 17200 or 17500 as described herein;

13 F. This Court an order to BAN SALES all the Nature Medic, LLC Fucoidan products  
14 from their distributor, agency, retail store, pharmacy, nutria supplement store, market and  
15 etc.

16 G For all general, specific, direct, indirect, consequential, and incidental damages  
17 according to proof at the time of trial, in amount of \$250,000.00.

18 H. For punitive damages;

19 I. Plaintiffs and all Class Members seek reasonable attorneys' fees;  
20

21 **JURY DEMAND**

22 Plaintiff demands a trial by jury on all claims for damages. Plaintiff does not seek a jury  
23 trial for claims sounding in equity.  
24

25 Dated: June 14, 2019

26 Respectfully Submitted

27   
28 /s/ James Skadowski

29 James Skadowski and

Aka James Shin

govmain@gmail.com

1557 Westwood Blvd, Suite 229  
Los Angeles, CA 90024  
Telephone: (213) 944-4068

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**Declaration of James Skadowski and Support in**

I, James Skadowski, and aka James Shin Declare as follows:

1. I am the petitioner to this action, As such, I have personal Knowledge of the following facts and if called upon to testify, I could and would testify competently thereto.

2. James Skadowski ("Plaintiff"), on behalf of herself and all other similarly situated, by and through by his undersigned counsel, hereby brings this action against "Fucoidan Products" Nature Medic LLC ("Nature Medic LLC" or "Defendant"), and upon information and belief and investigation of counsel, alleges as follows:

3. This Court has original jurisdiction over this action under the Civil action 1). California's Competition Law (17200); 2). California's False Advertising Law (17500 ET SEQ.); 3). California's Consumer Legal Remedies Act (1750 ET SEQ.) The Defendant is a citizen of a state different from that of the Plaintiff, the putative and the amount in controversy in the aggregate for the putative exceeds the sum or value of \$25,000 exclusive of interest and costs. **"Court must order to Nature Medic LLC to ban sales."**

4. Defendant Nature Medic LLC manufactures, packages, distributes, advertises, markets, and sells a variety of Fucoidan Powered with AHCC products are advertising said that our body's immune function is weak the ground, deformation cells occur, larger, the ground transition can be.... NK Cells, Macrophage Cells, T Cells and is activated when the, Immunity is augmented as Normalization and Chemotherapy due to some side effects also mitigation can be.. Fucoidan only the 1400 over papers through its efficacy to confirm you can. AHCC the world 700 in the Hospital recommendations, and, of Harvard in verified by Japan best immunity minutes.

Nature Medic Fucoidan AHCC added to the world's only Fucoidan products, Radiation worry about not Australian organic seaweed ear Fucoidan only use. Much of the mods Fucoidan, Seaweed ear Fucoidan, containing an incomparable luxury stage of the Fucoidan. The Fucoidan Advertising said that **"No longer a good Fucoidan there is no", "Powerful Immunity" and "Powerful Nature Medic".** "Our body of healing and quick recovery help needed it immediately!" This is Powerful immune system, the term of Powerful Fucoidan

Immune and Powerful Nature Medic". This advertising is false and misleading! And as well as fraud to benefits and/ a gain for Nature Medic LLC.

5. The Products' labeling and advertising is false and misleading and the Products are misbranded under California law.

6. The Products are labeled advertising said that **"Powerful Immunity"** and **"Powerful Immune System"** and also said that our body's immune system to function is weak the ground, deformation cells occur, large, the ground transition can be ....NK cells, Macrophage Cells, T Cells and is activated when the Immunity is augmented as Normalization and Chemotherapy due to some side effects also mitigation can be... and also said that Fucoidan only the 1400 over papers through its efficacy to confirm you can. AHCC the world 700 in the Hospital recommendations, and, of the Harvard in verified by Japan best **immunity minutes**. Nature Medic Fucoidan AHCC added to the world's only Fucoidan products, Radiation worry about not Australian organic seaweed ear Fucoidan only use. And this is technology of scientific element when the Products in fact. contain undisclosed **"Powerful Fucoidan"** and **"Powerful Nature Medic"**. *This advertising is false and misleading of violation of state and federal law.*

7. Defendant's packaging, labeling, and advertising scheme is intended to give California consumers the impression that they are buying a premium.

8. Plaintiff, who was deceived by Defendant's unlawful conduct and purchased the Products in California, brings this action on his own to remedy Defendant's unlawful acts.

9. On behalf of the Civil as defined herein, Plaintiff seeks an order compelling Defendant to, *inter alia*: (1) cease packaging, distributing, advertising and selling the Products in violation of U.S. FDA regulations and California consumer protection law; (2) re-label or recall all existing deceptively packaged Products; (3) conduct a corrective advertising campaign to fully inform California consumers; (4) award Plaintiff restitution, actual damages, and punitive damages; and (5) pay all costs of suit, expense, and attorney fees.



10. Defendant manufactures, distributes, and sells a variety of health food called Fucoidan and give our body “Powerful immunity and Powerful Nature medic under the brand name, “Fucoidan” (the “Products”).

11. The Products is nothing but just a vitamin Defendant does not disclose this to consumers; they label and advertise the Products as if they were not a Powerful immunity and Powerful Nature Medic. (*“ordinary Vitamin” 180 capsules costs in market \$10.00, However, Nature Medic LLC “Fucoidan” 180 capsules costs \$300.00*) A **Fucoidan is 30 times** expenses than an ordinary Vitamin. In fact, nothing special for Fucoidan, only thing special or different is that 30 times price I have to paid and other consumers to paid to Defendant’s. It is consumers to cheat money to earn a technique and defraud by Defendant Health Korea. **This is false and misleading of State and Federal Law.**

12. Below is a true and accurate representation of the front-of-package labeling of one of the Products, taken from Defendant’s promotional advertising for the Products.

- a. The Products’ labels claim that it contains “our *immune function is weak the ground etc.*”
- b. Deformation cells occur, large, the ground transition can be...
- c. This is false.
- d. This is “just nothing but vitamin”.
- e. The Products’ labels violate California law in multiple regards.

13. First, because the Products are advertising said that our body’s immune function is weak the ground, deformation cells occur, large, the ground transition can be .....NK Cells, Macrophage Cells, T Cells and is activated when the, Immunity is augmented as Normalization and Chemotherapy due to some side effects also mitigation can be.... “The Fucoidan Advertising said that “No longer a good Fucoidan there is no”, “Powerful Immunity Powerful Nature Medic”. “Our body of and quick recovery help needed It immediately”. “This is Powerful Immune System, the term of Powerful Fucoidan Immune System and Powerful Nature Medic”. This advertising is false and misleading! Of violation of State and Federal Law. Cal. Heath & Safe. Code § 109875 *et seq.* (Sherman Law), incorporating 21 C.F.R. 101.22.

**“Court must order to Nature Medic LLC to Ban sales and/or Prohibit sales”**. This is defected Products.

14. The Products’ labels state that they contain ***“No longer a good Fucoidan there is no”***. ***“Powerful Immunity Fucoidan”, “ Powerful Nature Medic.”*** “Our body of healing and quick needed it Immediately”, “This is Powerful immune system, the term of Powerful Fucoidan Immune and Powerful Nature Medic”. by operation of California law, this label falsely informs consumers that the Product is relieve the immune systems,

15. Further, the Products’ feature list violates state and federal law because it misleadingly identifies the feature only as the generic “MPS” instead of using the of the using the specific, non-generic name of the ingredient. See 21 C.F.R. § 101.4(a)(1).

16. Far more deceptive, however, is the fact that the Products claim on the said that “relieve the immune system”, “Powerful Immune system effect”, “Our body of hearing and quick recovery help needed it immediately”.

17. The Products are Build our body Fucoidan Strong Immune systems and Nature Medic Immune systems.

18. Defendant Nature Medic Powerful Immunity and Powerful Fucoidan Immunity includes the **“Build your body”**, and **Our body of healing and quick recovery help needed it immediately**. Defendant continued to make false representations to induce Plaintiff to pay for “Fucoidan” **180 Capsules to paid \$300.00 for nothing**. This is for other wrongful use within the meaning of False Advertisement Violates any provision of Section 52(a) and 15 U.S. Code 54 False Advertisements with the intent to defraud the Plaintiff and consumers.

19. Defendant Nature Medic state that, there are “No longer a good Fucoidan there is no”, “Powerful Immunity and Powerful Nature Medic”, “Our body of healing and quick recovery help needed Immediately”. This is misleading information, **“Court must an order to Health Korea to ban sales”**. As direct and proximate cause of Defendants’ wrongful conduct, Plaintiff has been deprived of his health, Namely his money, has sustained related damages of health.

Defendant’s “Nature Medic LLC’s” conduct constituted recklessness, oppression, fraud, and malice in the Commission of the financial abuse and health abuse. **Defendant’s for False**

*advertising Law 15 US Code 54 and Section 52. California's Unfair Competition Law (17200); California 's False Advertising Law (17500 ET SEQ); California's Consumer Legal Remedies ACT (1750 ET SEQ.)*

20. The proposed Clive satisfies superiority. A civil action is superior to any other means for adjudication of the Plaintiff claims because Plaintiff claim is modest, based on the Product's retail purchase price which is generally **paid \$280 to \$300**. It would be impractical for individual Plaintiff's to bring individual lawsuits to vindicate their claims. Within a years Plaintiff's take over **60 bottles, 180 capsules** in a bottle, Plaintiff took inside his body over **9600 capsules** with in year. Plaintiff spent the money over **\$18,000.00** to maintenance his health conditions. **In fact, this is illusions!** In fact, nothing happened, nothing his body healing and quick recovery help needed, nothing has been results his immune system. **Defendant's defraud and misleading and false advertising to a gain themselves. This is Nature Medic LLC false and misleading of violation of State and Federal Law. See Exhibit A proofs of purchase Fucoidan from the Nature Medic LLC (60 bottles.**

21. Because Defendant's misrepresentations were made on the label of the Products themselves, all other members including Plaintiff were exposed to and continue to be exposed to the omissions and affirmative misrepresentations. If this action is not brought as a class action, Defendant can continue to deceive consumers and violate California law with impunity.

22. The proposed Plaintiff satisfies adequacy of representation. The Plaintiff is an adequate representative of the himself as he seeks relief for the Plaintiff, him interests do not conflict with the interests of the Plaintiff, and he has no interest antagonistic to those of Plaintiff has retained counsel competent in the prosecution of consumer fraud and civil action litigation.

23. There is a well-defined community of interest in questions of law and fact common to the Civil, and these predominate over any individual questions affecting individual Plaintiff in this action

24. Civil treatment is therefore appropriate under Civil and Federal of Civil Procedure. Plaintiff will, if notice is required, confer with Defendant and seek to present the Court with a and stipulation proposed order on the details of a class notice plan. **"Court must an order to Nature Medic LLC to Ban sales and prohibit sales all the products** Nature Medic

Fucoidan products and any relates Fucoidan from Nature Medic and as well as prohibited import from the Mother company of Japan.

**FRAUD BY OMISSION**

**CAL. CIV. CODE §§ 1709-1710**

25. Plaintiff re-alleges and incorporates by reference the allegations made elsewhere in the Complaint as if set forth in full herein.

26. Defendant actively concealed material facts, in whole or in part, with the intent to induce Plaintiff to purchase the Products. Specifically, Defendant actively concealed the truth about the Products by not disclosing the existence of on all nothing but just ordinary vitamin, doesn't healing and doesn't quick recovery help need it immediately his/her body front label of the Products as is required by California and Federal law.

27. Plaintiff was unaware of these omitted material facts and would not have purchased the Products, or would have paid less for the Products, if they had known of the concealed fact.

28. Plaintiff and the Plaintiff suffered injuries that were proximately caused by Defendant's active concealments and omissions of material facts.

29. Defendant's fraudulent concealments and omissions were a substantial factor in causing the harm suffered by Plaintiff and the Plaintiff self as he would not have purchased the products at all if all material facts were properly disclosed.

**NEGLIGENT MISREPRESENTATION**

**CAL. CIV. CODE §§ 1709-1710**

30. Plaintiff re-alleges and incorporates by reference the allegations made elsewhere in the Complaint as if set forth in full herein.

31. Defendant had a duty to disclose to Plaintiff and the Plaintiff self the existence of Powerful Fucoidan is all nothing but just an ordinary vitamin sale in market for \$10.00. It doesn't give any immune system at all sale for \$300.00 for 2-3 weeks supplies. Plaintiff such that reliance by Plaintiff was justified. Defendant possessed the skills and expertise to know the type of information that would influence a consumer's purchasing decision.

32. During the applicable Class period, Defendant negligently or carelessly, misrepresented, omitted, and concealed from consumers material facts regarding the Products, including the existence of temporary relieve the pains and temporary treatments.

33. Defendant was careless in ascertaining the truth of their representations in that they knew or should have known that Plaintiff would not have realized the true existence of temporary relieve the pains and temporary treatments in the Products.

34. Plaintiff was unaware of the falsity of Defendant's misrepresentations and omissions and, as a result, justifiably relied on them when making the decision to purchase the Products.

35. Plaintiff would not have purchased the Products, or would have paid less for the Products, if the true facts had been known.

36. The Products contain nothing but just an ordinary \$10.00 vitamin or maybe worse...

37. Defendant fails to inform consumers of the presence of the only Fucoidan is not a cure he/she immune system, not a cure Power Immunity, not a cure, Power Nature Medic not a cure our body of healing and quick recovery help needed immediately effect the product on either the front or back-label as required by law. This Court must order to Nature Medic LLC to ban sales and prohibit sales and FDA to inspect all Nature Medic LLC Fucoidan products.

38. Defendant's practices are therefore unlawful as defined in Section 17200.

#### **VIOLATIONS OF THE UNFAIR COMPETITION LAW (UNFAIR PRONG)**

##### **CAL. BUS. & PROF. CODE §§ 17200, *et seq.***

39. Plaintiff re-alleges and incorporates by reference each and every allegation contained elsewhere in this Complaint as if fully set forth herein.

40. **Section 17200 of the California Business & Professions Code ("Unfair Competition Law" or "UCL") prohibits any "unfair . . . business act or practice."**

41. Defendant's practices violate the Unfair Competition Law "unfair" prong as well.

42. Defendant's practices as described herein are "unfair" within the meaning of the

California Unfair Competition Law because the conduct is unethical and injurious to California residents and the utility of the conduct to Defendant does not outweigh the gravity of the harm to consumers.

43. While Defendant's decision to label the Products deceptively and in violation of California law may have some utility to Defendant in that it allows Defendant to sell the products to consumers who otherwise would not purchase an artificially-flavored food product at the retail price or all if it were labeled correctly, and to realize higher profit margins than if they formulated or labeled the Product lawfully, this utility is small and far outweighed by the gravity of the harm Defendant inflicts California consumers.

44. Defendant's conduct also injures competing health electric product manufacturers and sellers that do not engage in the same unlawful, unfair, and unethical behavior.

45. Moreover, Defendant's practices violate public policy expressed by specific constitutional, statutory, or regulatory provisions, including the Sherman Law, the False Advertising Law, and the FDA regulations cited herein.

46. Plaintiff's purchases of the Products occurred in California.

47. Defendant labeled the Products in violation of federal regulations and California law requiring truth in labeling.

48. Defendant consciously failed to disclose material facts to Plaintiff in Defendant's advertising and marketing of the Product.

49. Defendant's conduct is unconscionable because, among other reasons, it violates 21 C.F.R. § 101.22(c), which requires all Fucoidan is not healing and recovery to our body and "No" Function to help any immune system to include:

A statement of not a Powerful Fucoidan or Powerful Nature Medic give our body of healing and quick recovery, help needed immediately to powerful immune system in our body. This advertising is false and misleading and fraud. And not a powerful immune system [which] shall be placed on the Powerful Fucoidan and Powerful Nature Medic or on its container or wrapper, or on any two or all three of these, as be necessary to render such a statement likely to be read by the

ordinary person under customary conditions purchase and use of such Health Products.

50. Defendant's conduct is "unconscionable" because it violates, *inter alia*, 21 C.F.R. § 101.22(c), which requires all Health products or products for which provides a characterizing flavor to disclose this fact prominently on the product's front label.

51. Defendant intended that Plaintiff rely on Defendant's acts or omissions so that Plaintiff and the other Family members would purchase the Products.

52. Had Defendant disclosed all material information regarding the Products in product advertising and marketing, Plaintiff either would not have purchased the Products or would have paid less than they did for the Products.

53. Plaintiff and suffered injury in fact and lost money or property as a result of Defendant's deceptive advertising: they were denied the benefit of the bargain when they decided to purchase the Product based on Defendant's violation of the applicable laws and regulations, or to purchase to product in favor of competitors' products, which are very expensive, contain said "our body immune function is weak the ground, deformation cells, large, the ground transition can be... NK Cells, Macrophage Cells, T cells and is activated when the, Immunity is augmented as Normalization and Chemotherapy due to some effects also mitigation can be " or are lawfully labeled.

54. Plaintiff suffered an ascertainable loss of money. The acts, omissions and practices of Defendant detailed herein proximately caused Plaintiff and other members of the Class to suffer an ascertainable loss in the form of, *inter alia*, monies spent to purchase the Products they otherwise would not have at the prices charged, and they are entitled to recover such damages, together with appropriate penalties, including restitution, damages, attorneys' fees and costs of suit.

55. **Section 17200** also prohibits any "unfair, deceptive, untrue or misleading advertising." For the reasons set forth above, Defendant engaged in unfair, deceptive, untrue and misleading advertising and violated Business & Professions Code § 17200.

56. Pursuant to California Business & Professions Code § 17203, Plaintiff seeks an order an order requiring Defendant to immediately cease such acts of unlawful, unfair and

fraudulent business practices and requiring Defendant to return the amount of money improperly collected to all those who purchased the Products.

## **VIOLATIONS OF THE FALSE ADVERTISING LAW**

### **CAL. BUS. & PROF. CODE §§ 17500, *et seq.***

57. Plaintiff re-alleges and incorporates by reference each and every allegation contained elsewhere in this Complaint as if fully set forth herein.

58. Defendant made, distributed, and advertised in California and in interstate commerce, Products that unlawfully fail to disclose temporary relieve the pains and temporary pains treatment, on the packaging as required by federal health products labeling regulations.

59. The Products' labeling and advertising in California falsely describe it as if it were said That "No longer a good Fucoidan there is No", "Powerful Immunity System" and Powerful Nature Medic" "Our body of healing and quick recovery and advertises that the Products said. This advertising is false and misleading and fraud!

60. ***Under California's False Advertising Law ("FAL"), Business and Professions Code § 17500, et seq.,***

"It is unlawful for any person, firm, corporation or association, or any employee thereof with intent directly or indirectly to dispose of real or personal property . . . to make or disseminate or cause to be made or disseminated before the public in this state, or to make or disseminate or cause to be made or disseminated from this state before the public in any state, in any newspaper or other publication, or any advertising device . . . any statement, concerning that real or personal property . . . which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading..." Cal. Bus. & Prof. Code § 17500.

61. Defendant's labeling and advertising statements, communicating to consumers that the Products said that "Powerful Fucoidan" and "Powerful Nature" and concealing the fact that they contain synthetic artificial flavor, were untrue and misleading and Defendant at a



minimum, by the exercise of reasonable care, should have known those actions were false or misleading.

62. Defendant's conduct violated California's False Advertising Law.

### **BREACH OF EXPRESS WARRANTIES**

#### **CAL. COMM. CODE §2313**

63. Plaintiff re-alleges and incorporates by reference the allegations found elsewhere in the Complaint as if set forth in full herein.

64. The Products' labels warrant that the Product effect "healing and quick recovery."

65. The Products' front labels also misleadingly advertise by operation of California law that the Health Korea Product is electric stimulation therapy and acupressure effect and pain is gone.

66. These promises became part of the basis of the bargain between the parties and thus constituted an express warranty, which Defendant breached; the Products are defected health massage.

67. Defendant sold the goods to Plaintiff and other consumers who bought the goods from Defendant.

68. As a result, Plaintiff and other consumers did not receive goods as warranted by Defendant.

69. Within a reasonable amount of time after Plaintiff discovered that the Product contained synthetic ingredients, Plaintiff notified the Defendant of such breach.

70. As a proximate result of this breach of warranty by Defendant, Plaintiff and other consumers have been damaged in an amount to be determined at trial.

71. As a result, Plaintiff, the Class, and the general public are entitled to injunctive and equitable relief, restitution, and an order for the disgorgement of the funds by which Defendant was unjustly enriched.

### **BREACH OF IMPLIED WARRANTIES**

**CAL. COMM. CODE §2314**

72. Plaintiff re-alleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.

73. Defendant's label representations also created implied warranties that the product was suitable for a particular purpose, specifically as a Powerful Fucoidan Immunity System give our body of healing and recovery help needed it immediately. Defendant breached this warranty as well.

74. The Products' front labels misleadingly imply that the Products are Powerful Fucoidan immunity and Powerful Nature Medic" to our body of healing and quick recovery help needed it immediately. **This is false and misleading of violation of State and Federal law.**

75. As alleged in detail above, at the time of purchase Defendant had reason to know that Plaintiff, as well as of the Class, intended to use the Product as a Powerful Fucoidan immunity system and Powerful Nature Medic give our body of healing and quick recovery help needed it immediately. **This is false and misleading of violation of State and Federal law.**

76. This became part of the basis of the bargain between the parties.

77. Based on that implied warranty, Defendant sold the goods to Plaintiff and other members who bought the goods from Defendant.

78. At the time of purchase, Defendant knew or had reason to know that Plaintiff and the members were relying on Defendant's skill and judgment to select or furnish a product that was suitable for this particular purpose, and Plaintiff justifiably relied on Defendant's skill and judgment.

79. The Products were not suitable for this purpose.

80. Plaintiff purchased the Product believing it had the qualities Plaintiff sought, based on the deceptive advertising and labeling, but the Product was actually unsatisfactory to Plaintiff for the reasons described herein.

81. The Products were not merchantable in California, as they were not of the same quality as similar products in the product category generally acceptable in the trade.

82. The Products would not pass without objection in the trade when packaged with the existing labels, because the Products were misbranded and illegal to sell in California, Cal. Comm. Code § 2314(2)(a).

83. The Products also were not acceptable commercially and breached the implied warranty because they were not adequately packaged and labeled as required. Cal. 6 Comm. Code § 2314(2)(e).

84. The Products also were not acceptable commercially and breached the implied warranty because they did not conform to the promises or affirmations of fact made on the container or label. Cal. Comm. Code § 2314(2)(f), and other grounds as set forth in Commercial Code section 2314(2).

85. By offering the Products for sale and distributing the Products in California, Defendant also warranted that the Products were not misbranded and were legal to purchase in California. Because the Products were misbranded in several regards and were therefore illegal to sell or offer for sale in California, Defendant breached this warranty as well

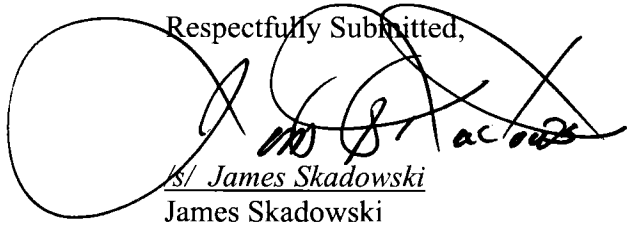
86. As a result of this breach, Plaintiff and other California consumers did not received goods as impliedly warranted by Defendant.

87. Within a reasonable amount of time after the Plaintiff discovered that the Fucoidan Products are noting but just an ordinary vitamin and Products are not a powerful immunity, not a Powerful Nature Medic, Never healing and quick recovery effect, Plaintiff notified the Defendant of Such breach “No Powerful Fucoidan Immunity System”, “No Powerful Nature Medic Immunity System”, “Never our body of healing and quick recovery help needed immediately”, **it was all illusions!!**

88. As a proximately result of this breach of warranty, Plaintiff and other California consumers have been damaged in an amount to be determined at trial.

89. As a result, Plaintiff, the members, and the general public are entitled to injunctive and equitable relief, restitution, and an order for the disgorgement of the funds by which Defendant was unjustly enriched.

DATED: June 14, 2019

Respectfully Submitted,  
  
/s/ James Skadowski  
James Skadowski

govmain@gmail.com  
1557 Westwood Blvd., Suite 229  
Los Angeles, CA 90024  
Telephone: (213) 703-3268

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

UNITED STATES DISTRICT COURT

for the

Central District of California

JAMES SKADOWSKI, and ~~AM~~ JAMES SHIN,, an individual  
and on behalf of herself and all others similarly  
situated

Plaintiff(s)

v.

Civil Action No.

CV19-5213-DSF(JPRx)

NATURE MEDIC, LLC., is a California  
~~Domestic~~ Limited Liability Company, an individual;  
KANG SOO JANG, an individual; KIM NICK, an  
individual and Dies I  
Defendant(s)

through 10 inclusive

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Nature Medic, LLC., is a California Domestic-Limited Liability Company, an individual  
20300 S. Vermont Ave., Suite 205, Torrance, CA 90502  
KANG SOO JANG  
20300 S. Vermont Ave., Suite 205, Torrance, CA 90502  
KIM NICK  
20300 S. Vermont Ave., Suite 205, Torrance, CA 90502

A lawsuit has been filed against you.

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

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

CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

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

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

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_; or

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

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

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00.

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

Date: \_\_\_\_\_  
\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: