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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 24 2019

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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF SAN BERNARDINO**

18 **CHANSUE KANG**, an individual, and on
behalf of other members of the general public
19 similarly situated;

20 Plaintiff,

21 vs.

22 **P.F. CHANG'S CHINA BISTRO, INC.** an
Arizona corporation; and DOES 1-100,
23 inclusive

24 Defendants.

CASE NO.: CIVDS1931220

CLASS ACTION

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. VIOLATION OF BUSINESS AND PROFESSIONS CODE §17200, *et seq.*
2. VIOLATION OF BUSINESS AND PROFESSIONS CODE §17500, *et seq.*
3. VIOLATION OF CALIFORNIA CIVIL CODE § 1750. *et seq.*
4. BREACH OF EXPRESS WARRANTY

JURY TRIAL DEMANDED

FIRST AMENDED CLASS ACTION COMPLAINT

1 Plaintiff Chansue Kang ("Plaintiff") alleges the following based upon personal knowledge
 2 as to himself and his own acts, and upon information and belief and the investigation by Plaintiff's
 3 counsel, Plaintiff believes that substantial additional evidentiary support exists for the allegations
 4 set forth herein and will be available after a reasonable opportunity for discovery.

5 NATURE OF THE ACTION

6 1. This action seeks to remedy the unfair, deceptive, and unlawful business practices
 7 of P.F. Chang's Chino Bistro, Inc. ("Defendant" or "P.F. Chang's") with respect to the
 8 adulteration of food and the false advertising or misbranding of food items. Specifically, during
 9 the Class Period (defined below), P.F. Chang's employed a classic bait and switch tactic whereby
 10 it falsely labeled and advertised food products containing crab on their menu, when in fact, no crab
 11 meat was present in the product.

12 2. P.F. Chang's is an American restaurant company based in Scottsdale, Arizona. It
 13 owns or franchises over 300 Chinese cuisine restaurants around the world. P.F. Chang's sells food
 14 items containing "Krab Mix" on their menu, including but not limited to Kung Pao Dragon Roll,
 15 Shrimp Tempura Roll, and/or California Roll (hereinafter the "Food Product(s)") at any and all of
 16 their locations in California during the last four years.

17 3. In connection with the sale of the Food Products, P.F. Chang's has engaged in
 18 unfair and deceptive practices constituting violations of the CLRA by representing that the Krab
 19 Mix in the Food Products resembles crab meat, is equivalent to crab meat, and/or contains crab
 20 meat, when in fact, no crab meat exists and the Krab Mix is nutritionally inferior to crab meat. P.F.
 21 Chang's has thereby misled and deceived its customers into believing that the Food Products
 22 contain actual crab meat, and has intentionally misbranded the Food Products by using imitation
 23 crab meat in the Food Products.

24 4. As such, P.F. Chang's has concealed, suppressed and/or misrepresented through the
 25 in-store and online menus regarding the contents of the Food Products in violation of Civil Code
 26 section 1770. The company also has engaged in unfair business practices under Business and
 27 Professions Code section 17220, et seq., engaged in false advertising, fraud, negligent
 28 misrepresentation and related violations. P.F. Chang's has represented that the Food Products

1 have characteristics and ingredients which they do not have. It also represented that the Food
 2 Products are of a particular standard quality or grade, when they are not.

3 5. The Food Products are displayed with pricing and ingredient information; however,
 4 the ingredient information is false and deceptive.

5 6. When purchasing the Food Products from P.F. Chang's, Plaintiff relied on
 6 Defendant's misrepresentations on the menu. Plaintiff would not have purchased the various Food
 7 Products had he known that Defendant's representations were false and misleading.

8 7. Defendant's conduct of falsely marketing, advertising, labeling, and selling its
 9 Food Products constitutes unfair, unlawful, and fraudulent conduct; is likely to deceive members
 10 of the public; and is unethical, oppressive, unscrupulous, and/or substantially injurious to
 11 consumers, because, among other things, it misrepresents the characteristics of goods and services.

12 8. P.F. Chang's intentionally concealed and failed to disclose the truth about its
 13 misrepresentations and false advertising scheme for the purpose of inducing Plaintiff and others
 14 similarly situated to purchase the Food Products at P.F. Chang's.

15 9. Through its false and deceptive marketing, advertising and pricing scheme, P.F.
 16 Chang's violated (and continues to violate) California laws prohibiting advertising goods for sale
 17 of prices which are false. Specifically, Defendant violated (and continues to violate) California's
 18 Business & Professions Code §§ 17200, *et seq.* (the "UCL"), California's Business & Professions
 19 Code §§ 17500, *et seq.* (the "FAL"), the California Consumers' Legal Remedies Act, California
 20 Civil Code §§ 1750, *et seq.*, (the "CLRA"); the warranty laws of California; California common
 21 law; Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann. § 501.201, *et seq.*; and New
 22 York Deceptive Acts and Practices Act, N.Y. Gen. Bus. Law § 349 *et seq.*

23 10. Plaintiff, individually and on behalf of all others similarly situated, seeks restitution
 24 and other equitable remedies, including an injunction under the UCL and FAL; and restitution,
 25 damages and an injunction under the CLRA.

26 **JURISDICTION AND VENUE**

27 11. This class action is brought pursuant to the California Code of Civil Procedure
 28 section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal

1 jurisdiction limits of the Superior Court and will be established according to proof at trial.

12. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

6 13. This Court has jurisdiction over the named Defendant and DOES 1 through 100
7 because, upon information and belief, Defendant has sufficient minimum contacts with the State
8 of California or otherwise intentionally avail themselves of the California market so as to render
9 the exercise of jurisdiction over them by the California courts consistent with traditional notions of
10 fair play and substantial justice.

11 14. Venue is proper in this Court because, upon information and belief, Defendant
12 maintains offices, has agents, and/or transacts business in the State of California, County of San
13 Bernardino, and the acts and omissions alleged herein took place in the State of California, County
14 of San Bernardino.

PARTIES

16 15. Plaintiff is an individual and consumer residing in the State of California. During
17 the Class Period, Plaintiff purchased Food Products from P.F. Chang's locations in California,
18 including locations in the City of Torrance.

16. Prior to purchasing the Food Products, Plaintiff read and relied upon false and misleading statements that were prepared by and/or approved by Defendant and its agents and disseminated through hard-copy and online menus. For each purchase, he understood that he was paying a particular price for a particular item and was deceived when he received an item other than that labeled and advertised. Plaintiff would not have purchased the Food Products, and/or would not have paid a premium for the Food Products had he known the true quality and ingredients of the Food Products. Plaintiff thus was damaged by Defendant's practice.

17. P.F. Chang's is an Arizona corporation with a principal place of business in Scottsdale, Arizona. P.F. Chang's distributes, markets, advertises, and sells in-store food items at its stores in California and throughout the rest of the United States.

1 Chang's located at 3525 Carson Street, Torrance, in the State of California, believing and having
2 been led to believe that the Food Products actually contained crab meat.

3 24. At all times herein relevant, when Plaintiff purchased the Food Products, he was
4 exposed to Defendant's in-store menus, which did not disclose that the Food Products did not
5 contain crab meat. To his detriment, Plaintiff relied upon these in-store menus when purchasing
6 and consuming the Food Products.

7 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
8 concealment of the fact that the Food Products do not contain crab meat and being explicitly
9 informed by Defendant's in-store menus that the Food Products contain crab meat, was the
10 immediate cause of Plaintiff and the other class members consuming the Food Products.

11 26. In light of Defendant's representations and omissions, as alleged herein, regarding
12 the Food Products, Plaintiff and members of the putative class reasonably believed that the Food
13 Products contained crab meat.

14 27. Plaintiff is informed and believes, and based thereon alleges, as a result of
15 Defendant's false and misleading representations, as alleged herein, Plaintiff has suffered damages
16 including, but not limited to, monetary loss, caused by the fact he was misled by Defendant's in-
17 store menus into purchasing and consuming the Food Products, which did not contain crab meat.

18 CLASS ACTION ALLEGATIONS

19 28. Plaintiff brings this action individually and on behalf of all other persons similarly
20 situated pursuant to California Code of Civil Procedure Section 382. The Classes which Plaintiff
21 seeks to represent comprise:

22 California Class

23 All persons in California who purchased Food Products from P.F. Chang's for
24 personal or household consumption, and not for resale or distribution purposes,
25 that P.F. Chang's menu labeled to contain "Krab Mix," between October 23, 2015
26 and the date of judgment in this action. Specifically excluded from this Class are
27 P.F. Chang's; the officers, directors, or employees of P.F. Chang's; any entity in
28 which P.F. Chang's has a controlling interest; and any affiliate, legal

1 representative, heir, or assign of P.F. Chang's. Also excluded are those who assert
 2 claims for personal injury as well as any federal, state, or local governmental
 3 entities, any judicial officer presiding over this action and the members of his/her
 4 immediate family and judicial staff, and any juror assigned to this action.

5 **State Consumer Protection Class**

6 All persons in California, Florida, or New York who purchased Food Products
 7 from P.F. Chang's for personal or household consumption, and not for resale or
 8 distribution purposes, that P.F. Chang's menu labeled to contain "Krab Mix,"
 9 between October 23, 2015 and the date of judgment in this action. Specifically
 10 excluded from this Class are P.F. Chang's; the officers, directors, or employees of
 11 P.F. Chang's; any entity in which P.F. Chang's has a controlling interest; and any
 12 affiliate, legal representative, heir, or assign of P.F. Chang's. Also excluded are
 13 those who assert claims for personal injury as well as any federal, state, or local
 14 governmental entities, any judicial officer presiding over this action and the
 15 members of his/her immediate family and judicial staff, and any juror assigned to
 16 this action.

17 29. Plaintiff reserves his rights under California Rule of Court 3.769(b) to amend or
 18 modify the Class definitions with greater specificity or further division into sub-class or limitation
 19 to particular issues.

20 30. The Classes are sufficiently numerous, as it includes thousands of persons who
 21 have purchased the Food Products. Thus, joinder of such persons in a single action or bringing all
 22 members of the Classes before the Court is impracticable for purposes of California Code of Civil
 23 Procedure Section 382. The question is one of a general or common interest of many persons and
 24 it is impractical to bring them all before the Court. The disposition of the claims of the members of
 25 the Classes in this class action will substantially benefit both the parties and the Court.

26 31. Plaintiff will fairly and adequately represent and protect the interests of the other
 27 members of each respective Class for purposes of California Code of Civil Procedure Section 382.
 28 Plaintiff has no interests antagonistic to those of other members of each respective Class. Plaintiff

1 is committed to the vigorous prosecution of this action and has retained counsel experienced in
2 litigation of this nature to represent her. Plaintiff anticipates no difficulty in the management of
3 this litigation as a class action.

4 32. Class certification is appropriate under California Code of Civil Procedure Section
5 382 because Defendant has acted on grounds that apply generally to each Class, so that final
6 injunctive relief or corresponding declaratory relief is appropriate respecting each Class as a
7 whole. Defendant utilizes an integrated, nationwide menu label that includes uniform
8 misrepresentations that misled Plaintiff and the other members of the Classes.

9 33. Class certification is appropriate under California Code of Civil Procedure Section
10 382 because common questions of law and fact substantially predominate over any questions that
11 may affect only individual members of the Classes. Among these common questions of law and
12 fact are:

- 13 a. Whether Defendant engaged in a pattern or practice of concealing,
14 suppressing and/or misrepresenting in their menus the fact that the Food
15 Products do not actually contain crab meat.
- 16 b. Whether Defendant engaged in a pattern or practice of concealing,
17 suppressing and/or misrepresenting the source, quality, and/or method of
18 obtaining the Food Products.
- 19 c. Whether Defendant thereby engaged in consumer fraud, deceptive trade
20 practices, or other unlawful acts.
- 21 d. Whether Class Members are entitled to damages including punitive
22 damages, restitution, disgorgement of profits, and injunctive relief, and the
23 proper measure, nature and extent of such relief.
- 24 e. Whether the Plaintiff and the Class Members suffered monetary, general,
25 consequential, and special damages and, if so, what is the measure of those
26 damages.
- 27 f. Whether Plaintiff and members of the Classes are entitled to injunctive and
28 other equitable relief.

1 g. Whether Defendant were unjustly enriched by their conduct.

2 34. Defendant engaged in a common course of conduct giving rise to the legal rights
3 sought to be enforced by the members of the Classes. Similar or identical statutory and common
4 law violations and deceptive business practices are involved. Individual questions, if any, pale by
5 comparison to the numerous common questions that predominate.

6 35. The injuries sustained by Plaintiff and the members of the Classes flow, in each
7 instance, from a common nucleus of operative facts – Defendant's misconduct.

8 36. Plaintiff and the members of the Classes have been damaged by Defendant's
9 misconduct. The members of the Classes have paid for a product that would not have been
10 purchased in the absence of Defendant's deceptive scheme, or, alternatively, would have been
11 purchased at a lesser price.

12 37. Proceeding as a class action provides substantial benefits to both the parties and the
13 Court because this is the most efficient method for the fair and efficient adjudication of the
14 controversy. Members of the Classes have suffered and will suffer irreparable harm and damages
15 as a result of Defendant's wrongful conduct. Because of the nature of the individual claims of the
16 members of the Classes, few, if any, could or would otherwise afford to seek legal redress against
17 Defendant for the wrongs complained of herein, and a representative class action is therefore the
18 appropriate, superior method of proceeding and essential to the interests of justice insofar as the
19 resolution of claims of the members of the Classes is concerned. Absent a representative class
20 action, members of the Classes would continue to suffer losses for which they would have no
21 remedy, and Defendant would unjustly retain the proceeds of its ill-gotten gains. Even if separate
22 actions could be brought by individual members of the Classes, the resulting multiplicity of
23 lawsuits would cause undue hardship, burden, and expense for the Court and the litigants, as well
24 as create a risk of inconsistent rulings, which might be dispositive of the interests of the other
25 members of the Classes who are not parties to the adjudications and/or may substantially impede
26 their ability to protect their interests.

FIRST CAUSE OF ACTION

**UNFAIR, UNLAWFUL, AND FRAUDULENT BUSINESS PRACTICES
IN VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, *et seq.***

(By Plaintiff and the California Class against Defendant)

38. Plaintiff repeats and realleges the allegations set forth above and incorporates the same as if set forth herein at length.

39. This cause of action is brought pursuant to Business and Professions Code § 17200, *et seq.*

40. In the labeling and advertising of its Food Products, Defendant makes false and misleading statements regarding the ingredients of products. Specifically, Defendant labels and advertises (by omission or commission) that the Food Products contain real crab meat when they do not.

41. Defendant is aware of the representations it makes regarding the ingredients on its menu are false and misleading.

42. As alleged in the preceding paragraphs, the misrepresentations by Defendant of the material facts detailed above constitute an unfair and fraudulent business practice within the meaning of California Business & Professions Code § 17200.

43. There were reasonably available alternatives to further Defendant's legitimate business interests, other than the conduct described herein.

44. All of the conduct alleged herein occurs and continues to occur in Defendant's business. Defendant's wrongful conduct is part of a pattern or generalized course of conduct repeated on thousands of occasions daily.

45. Pursuant to Business & Professions Code §§ 17203 and 17535, Plaintiff and the members of the Class seek an order of this Court enjoining Defendant from continuing to engage, use, or employ their practice of advertising the sale of their food products. Likewise, Plaintiff and the members of the Class seek an order requiring Defendant to disclose such misrepresentations, and additionally request an order awarding Plaintiff restitution of the money wrongfully acquired by Defendant by means of responsibility attached to Defendant's failure to disclose the existence

1 and significance of said misrepresentations.

2 **SECOND CAUSE OF ACTION**

3 **FALSE AND MISLEADING ADVERTISING**

4 **IN VIOLATION OF BUSINESS & PROFESSIONS CODE § 17500, *et seq.***

5 **(By Plaintiff and the California Class against Defendant)**

6 46. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs
7 and incorporates the same as if set forth herein at length.

8 47. This cause of action is brought pursuant to Business and Professions Code § 17500,
9 *et seq.*

10 48. As alleged above, Defendant made untrue, false, deceptive and/or misleading
11 statements in connection with the labeling and advertising of the Food Products.

12 49. Defendant made representations and statements (by omission and commission) that
13 led reasonable customers to believe that they were purchasing items containing crab, when in fact,
14 no crab meat was present in the Food Products.

15 50. Defendant further deceptively failed to inform Plaintiff and members of the Class
16 that the Food Products did not contain any crab meat.

17 51. Plaintiff and members of the Class relied to their detriment on Defendant's false,
18 misleading and deceptive advertising and marketing practices, including each of the
19 misrepresentations and omissions set forth above.

20 52. Had Plaintiff and members of the Class been adequately informed and not
21 intentionally deceived by Defendant, they would have acted differently by, without limitation,
22 refraining from purchasing the Food Products or paying less for them.

23 53. Defendant's acts and omissions are likely to deceive the general public.

24 54. Defendant engaged in these false, misleading and deceptive advertising and
25 marketing practices to increase its profits. Accordingly, Defendant has engaged in false
26 advertising, as defined and prohibited by section 17500, *et seq.* of the California Business and
27 Professions Code.

28 55. The aforementioned practices, which Defendant used, and continue to use, to its

1 significant financial gain, also constitutes unlawful competition and provides an unlawful
2 advantage over Defendant's competitors as well as injury to the general public.

3 56. Pursuant to Business & Professions Code §§ 17203 and 17535, Plaintiff and the
4 members of the Classes seek an order of this Court enjoining Defendant from continuing to
5 engage, use, or employ their practice of advertising the sale and use of Defendant's Food Products.
6 Likewise, Plaintiff and the members of the Class seek an order requiring Defendant to disclose
7 such misrepresentations, and additionally request an order awarding Plaintiff restitution of the
8 money wrongfully acquired by Defendant by means of responsibility attached to Defendant's
9 failure to disclose the existence and significance of said misrepresentations.

10 **THIRD CAUSE OF ACTION**

11 **VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT**

12 **CALIFORNIA CIVIL CODE § 1750, *et seq.***

13 **(By Plaintiff and the California Class against Defendant)**

14 57. Plaintiff repeats and realleges all the allegations of the previous paragraphs and
15 incorporates the same as if set forth herein at length.

16 58. This cause of action is brought pursuant to Civil Code § 1750, *et seq.*, the
17 Consumers Legal Remedies Act ("CLRA").

18 59. The policies, acts, and practices heretofore described were intended to result in the
19 sale of Defendant's Food Products to the consuming public.

20 60. By engaging in the actions, representations and conduct set forth herein, Defendant
21 has violated, and continues to violate, § 1770(a)(2), § 1770(a)(5), § 1770(a)(7), and § 1770(a)(9)
22 of the CLRA. In violation of California Civil Code § 1770(a)(2), Defendant's acts and practices
23 constitute improper representations regarding the source, sponsorship, approval, or certification of
24 the goods they sold. In violation of California Civil Code § 1770(a)(5), Defendant's acts and
25 practices constitute improper representations that the goods they sell have sponsorship, approval,
26 characteristics, ingredients, uses, benefits, or quantities, which they do not have. In violation of
27 California Civil Code § 1770(a)(7), Defendant's acts and practices constitute improper
28 representations that the goods they sell are of a particular standard, quality, or grade, when they

1 are of another. In violation of California Civil Code §1770(a)(9), Defendant has advertised goods
2 or services with intent not to sell them as advertised.

3 61. Specifically, Defendant's acts and practices led customers to falsely believe that the
4 Food Products contain crab meat, when no crab meat is present.

5 62. Defendant's actions as described hereinabove were done with conscious disregard
6 of Plaintiff's rights and Defendant were wanton and malicious in their concealment of the same.

7 63. Pursuant to § 1780(a) of the Act, Plaintiff seeks injunctive relief in the form of an
8 order enjoining the above-described wrongful acts and practices of Defendant including, but not
9 limited to, an order enjoining Defendant from distributing such false advertising and
10 misrepresentations. Plaintiff shall be irreparably harmed if such an order is not granted.

11 64. Pursuant to Civil Code §1782, Plaintiff gave Defendant notice by letter dated April
12 29, 2019, by certified mail, of the particular violations of Civil Code § 1770. The Notice requested
13 that Defendant rectify the problems associated with the actions alleged in this Complaint and give
14 notice to all affected consumers of its intent to so act.

15 65. Plaintiff seeks, pursuant to California Civil Code § 1780(a)(3), on behalf of himself
16 and members of the Class, compensatory damages, punitive damages and restitution of any ill-
17 gotten gains due to Defendant's acts and practices.

18 FOURTH CAUSE OF ACTION

19 **BREACH OF EXPRESS WARRANTY**

20 **(By Plaintiff and the California Class against Defendant)**

21 66. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs
22 and incorporates the same as if set forth herein at length.

23 67. Defendant has broadly disseminated, and continues to make, misrepresentations
24 and/or omissions regarding the pricing of the Food Products. Specifically, Defendant systemically
25 represents the ingredients of the Food Products to consumers.

26 68. Defendant knew that its assertions were false, but asserted such facts nonetheless,
27 with the intent to procure each consumer's business.

28 69. Had Plaintiff and the members of the Class known that Defendant's assertion was

1 untrue, Plaintiffs and the members of the Class would not have purchased such Food Products or
2 would have paid less for such products.

3 70. As a proximate result of Defendant's deceit, as set forth above, Plaintiff and each
4 member of the Class purchased the Food Products.

5 71. Plaintiff and the members of the Class are entitled to punitive damages since
6 Defendant willfully and fraudulently acted with malice, oppression, and/or in conscious disregard
7 for Plaintiff's and the members of the Class' legal rights as a result of Defendant's deceit, as set
8 forth above.

9 **FIFTH CAUSE OF ACTION**

10 **VIOLATIONS OF CONSUMER FRAUD LAWS**

11 **(By Plaintiff, the California Class, and Consumer Protection Class**
12 **against Defendant)**

13 72. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs
14 and incorporates the same as if set forth herein at length.

15 73. Plaintiff brings this Count individually under the laws of the state where he
16 purchased the Food Products and on behalf of all other persons who purchased the Food Products
17 in states having similar laws regarding consumer fraud and deceptive trade practices; namely, in
18 Arizona, Texas, and New York.

19 74. Plaintiff and each of the other members of the Classes are consumers, purchasers,
20 or other persons entitled to the protection of the consumer protection laws of the state in which
21 they purchased the Food Products.

22 75. The consumer protection laws of the State in which Plaintiff and the other members
23 of the Classes purchased the Food Products declare that unfair or deceptive acts or practices, in the
24 conduct of trade or commerce, are unlawful.

25 76. Forty States and the District of Columbia have enacted statutes designed to protect
26 consumers against unfair, deceptive, fraudulent, and unconscionable trade and business practices
27 and false advertising and that allow consumers to bring private and/or class actions. The relevant
28 statutes are found at:

- a. Texas Deceptive Trade Practices-Consumer Protection Act, Business & Commerce Code § 17.41 *et seq.*;
- b. Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann. § 501.201, *et seq.*;
- c. New York Deceptive Acts and Practices Act, N.Y. Gen. Bus. Law § 349 *et seq.*;

77. The Food Products constitute products to which these consumer protection laws apply.

78. In the conduct of trade or commerce regarding its production, marketing, and sale of the Food Products, Defendant engaged in one or more unfair or deceptive acts or practices including, but not limited to, falsely labeling and advertising food products containing crab on their menu, when in fact, no crab meat was present.

79. Defendant's representations and omissions were false, untrue, misleading, deceptive, and/or likely to deceive.

80. Defendant knew, or should have known, that their representations and omissions were false, untrue, misleading, deceptive, and/or likely to deceive.

81. Defendant used or employed such deceptive and unlawful acts or practices with the intent that Plaintiff and members of the Classes rely thereon.

82. Plaintiff and the other members of the Classes did so rely.

83. Plaintiff and the other members of the Classes purchased the Food Products which misrepresented the characteristics and nature of the Product.

84. Plaintiff and the other members of the Classes would not have purchased the Food Products but for Defendant's deceptive and unlawful acts.

85. As a result of Defendant's conduct, Plaintiff and the other members of the Classes sustained damages in amounts to be proven at trial.

86. Defendant's conduct showed complete indifference to, or conscious disregard for, the rights and safety of others such that an award of punitive and/or statutory damages is appropriate under the consumer protection laws of those states that permit such damages to be

1 sought and recovered.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff prays for judgment and relief against Defendant as follows:

4 A. That the Court certify the Classes pursuant to California Code of Civil Procedure
5 Section 382 and appoint Plaintiff as Class Representative and his attorneys as Class Counsel to
6 represent the members of the Classes;

7 B. That the Court declare that Defendant's conduct violates the statutes and law
8 referenced herein;

9 C. That the Court preliminarily and permanently enjoin Defendant from conducting its
10 business through the unlawful, unfair, or fraudulent business acts or practices, untrue, and
11 misleading labeling and marketing and other violations of law described in this Complaint;

12 D. That the Court order Defendant to conduct a corrective advertising and information
13 campaign advising consumers that the Food Products do not have the characteristics, uses,
14 benefits, and quality Defendant has claimed;

15 E. That the Court order Defendant to implement whatever measures are necessary to
16 remedy the unlawful, unfair, or fraudulent business acts or practices, untrue and misleading
17 advertising, and other violations of law described in this Complaint;

18 F. That the Court order Defendant to pay restitution to restore to all affected persons
19 all funds acquired by means of any act or practice declared by this Court to be an unlawful, unfair,
20 or a fraudulent business act or practice, untrue or misleading labeling, advertising, and marketing,
21 plus pre and post-judgment interest thereon;

22 G. That the Court order Defendant to disgorge all monies wrongfully obtained and all
23 revenues and profits derived by Defendant as a result of its acts or practices as alleged in this
24 Complaint;

25 H. For compensatory and punitive damages in amounts to be determined by the Court
26 and/or jury;

27 I. For prejudgment interest on all amounts awarded;

28 J. For an Order of restitution and all other forms of equitable monetary relief;

- 1 K. For costs, expenses, and reasonable attorneys' fees;
2 L. For punitive damages;
3 M. That the Court grant such other and further relief as may be just and proper.
4

5 DATED: October 22, 2019

YOON LAW, APC

6
7 By: 

8 Stephanie E. Yasuda
9 Attorneys for Plaintiff
CHANSUE KANG

10 **JURY DEMAND**

11 Plaintiff demands a trial by jury on all causes of action so triable.
12

13
14 DATED: October 22, 2019

YOON LAW APC

15
16 By: 

17 Stephanie E. Yasuda
18 Attorneys for Plaintiff
CHANSUE KANG
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