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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

RIGO AMAVIZCA, Individually  
and on Behalf of All Others  
Similarly Situated,

Plaintiff,

vs.

GNC HOLDINGS, INC.,

Defendant.

CASE NO.

**CLASS ACTION COMPLAINT**

1. VIOLATIONS OF CALIFORNIA UNFAIR COMPETITION LAW (Cal. Bus. & Prof. Code § 17200, et seq.);
  2. VIOLATIONS OF CALIFORNIA CONSUMERS LEGAL REMEDIES ACT (Cal. Civ. Code § 1750 et seq.);
  3. VIOLATIONS OF CALIFORNIA FALSE ADVERTISING LAW (Cal. Bus. & Prof. Code §§ 17500, et seq.);
  4. BREACH OF CONTRACT;
  5. UNJUST ENRICHMENT.
- DEMAND FOR JURY TRIAL

1 Plaintiff, Rigo Amavizca (“Plaintiff”), brings this action against GNC  
2 Holdings, Inc. (“GNC” or “Defendant” or “the Company”) and alleges on  
3 information and belief, except as to the allegations that pertain to the Plaintiff, which  
4 are based on personal knowledge, as follows:

5 **INTRODUCTION**

6 1. Market experts estimate the size of the global dietary supplements  
7 market in 2019 to be \$123.28 billion, expanding at 8.2% CAGR. In 2019, North  
8 America accounted for 38% of the total market share in terms of revenue.  
9 Glucosamine is one of the most commonly purchased dietary supplements available  
10 on the market, which some researchers believe will grow to a market of more than  
11 \$750 million by 2022.

12 2. Glucosamine is commonly sold in two formulations: glucosamine  
13 sulfate (“Glucosamine Sulfate”) and glucosamine hydrochloride (“Glucosamine  
14 Hydrochloride”).

15 3. Given its chemical properties, glucosamine is taken by those suffering  
16 from osteoarthritis, joint pain, knee pain, and more.

17 4. Many consumers choose Glucosamine Sulfate because it is believed to  
18 be the more effective version of glucosamine. It also commands a premium on price.

19 5. Plaintiff purchased a bottle of GNC brand “Glucosamine Sulfate 550,”  
20 one of GNC’s private-label glucosamine sulfate offerings (“GNC Glucosamine  
21 Sulfate”), which states on its ingredient label that each serving contains 550mg of d-  
22 Glucosamine Sulfate, 2NaCl and 55mg of Sodium per tablet. However, laboratory  
23 testing confirms that the product actually contains Glucosamine Hydrochloride and  
24 Sodium Sulfate, and not Glucosamine Sulfate.

25 6. GNC is selling a dietary supplement that simply is not what it claims to  
26 be.

27 7. Plaintiff brings this class action on behalf of all purchasers in California  
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1 of any GNC products that represent on their labeling that they contain Glucosamine  
2 Sulfate (“GNC Glucosamine Sulfate Products”) for violations of the California  
3 Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, et seq.; the  
4 California Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750, et  
5 seq.; and the California False Advertising Law (“FAL”), Cal. Bus. & Prof. Code §§  
6 17500, et seq. (the “California Class”). Plaintiff also brings this class action on  
7 behalf of all purchasers in the United States of GNC Glucosamine Sulfate Products  
8 (the “Nationwide Class”) because GNC breached a contract to sell Glucosamine  
9 Sulfate, and was unjustly enriched when it sold a product that it labelled as  
10 Glucosamine Sulfate when, in fact, it was Glucosamine Hydrochloride, requiring  
11 restitution.

12 8. Plaintiff demands a combination of damages and injunctive relief.

13 **PARTIES**

14 9. Plaintiff, Rigo Amavizca, is a citizen of California. Mr. Amavizca is  
15 domiciled in Los Angeles County.

16 10. Defendant GNC Holdings, Inc. is incorporated in Delaware and  
17 headquartered in Pittsburgh, Pennsylvania. GNC is one of the foremost nationwide  
18 retailers of dietary supplements and routinely markets and sells its products in Los  
19 Angeles County. GNC sells a portfolio of its own private-label products and those  
20 of nationally recognized third-party brands. According to its website, “GNC has  
21 more than 4,800 retail locations throughout the United States (including more than  
22 1,000 franchise and 1,200 Rite Aid store-within-a-store locations) and franchise  
23 operations in 46 international markets.”

24 **JURISDICTION AND VENUE**

25 11. This Court has original jurisdiction over this action, pursuant to 28  
26 U.S.C. § 1332, in that the matter in controversy exceeds the sum or value of  
27 \$75,000, exclusive of interest and costs, and Plaintiff is a citizen of California and  
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1 Defendant is a citizen of different states. In addition, the matter in controversy  
2 exceeds the sum or value of \$5 million, exclusive of interest and costs, and is a class  
3 action of more than 100 potential Class members in which some Class members are  
4 citizens of a state different from Defendant.

5 12. Venue properly lies in this district pursuant to 28 U.S.C. § 1391  
6 because Plaintiff resides in and Defendant has transacted substantial business within  
7 this District within the meaning of 28 U.S.C. § 1391, and because a substantial part  
8 of the events giving rise to the claims alleged herein occurred in this District.

9 **FACTUAL ALLEGATIONS**

10 **Glucosamine Sulfate and Glucosamine Hydrochloride**

11 13. Glucosamine is one of the most common dietary supplements available.  
12 As of 2012, Glucosamine and Chondroitin in combination were the second most  
13 used natural products by U.S. adults. “Using Dietary Supplements Wisely,”  
14 National Center for Complementary and Integrative Health,  
15 <https://www.nccih.nih.gov/health/using-dietary-supplements-wisely> (last visited  
16 April 1, 2020). The market has only grown since then.

17 14. “Glucosamine is a natural chemical compound in your body...The  
18 glucosamine in your body helps keep up the health of your cartilage... But as you get  
19 older, your levels of this compound begin to drop, which leads to the gradual  
20 breakdown of the joint.” “Is Glucosamine Good for Joint Pain?,” WebMD,  
21 <https://www.webmd.com/vitamins-and-supplements/supplement-guide-glucosamine>  
22 (last visited March 31, 2020).

23 15. Consequently, consumers take glucosamine supplements in order to  
24 help treat the symptoms of joint pain, osteoarthritis, and rheumatoid arthritis.

25 16. These supplements are commercially available in the forms of  
26 Glucosamine Sulfate, Glucosamine Hydrochloride, and N-acetyl glucosamine.

27 17. The common perception of Glucosamine Sulfate is that it performs  
28

1 better than Glucosamine Hydrochloride. It is widely accepted that while  
2 Glucosamine Sulfate and Glucosamine Hydrochloride “have some similarities...  
3 they may not have the same effects when taken as a dietary supplement. Most of the  
4 scientific research on glucosamine has involved glucosamine sulfate.” “Glucosamine  
5 Sulfate,” WebMD,  
6 <https://www.webmd.com/vitamins/ai/ingredientmono-807/glucosamine-sulfate> (last  
7 visited March 31, 2020).

8 18. “Some products in the US that are labeled glucosamine sulfate are  
9 actually glucosamine hydrochloride with added sulfate. This product will likely have  
10 different effects than one containing glucosamine sulfate...Some researchers believe  
11 that glucosamine hydrochloride might not work as well as glucosamine sulfate.”  
12 [https://www.webmd.com/vitamins/ai/ingredientmono-747/glucosamine-](https://www.webmd.com/vitamins/ai/ingredientmono-747/glucosamine-hydrochloride)  
13 [hydrochloride](https://www.webmd.com/vitamins/ai/ingredientmono-747/glucosamine-hydrochloride) (last visited March 31, 2020).

14 19. Private companies, such as GNC, have picked up this message and  
15 promote Glucosamine Sulfate over Glucosamine Hydrochloride.

16 **Plaintiff’s Experience with Defendant’s Product**

17 20. As part of its “joint support” offerings, GNC sells products that it  
18 represents to include Glucosamine Sulfate, which are staples of its range of private  
19 label products.

20 21. Displayed prominently on the front label of many such products are the  
21 words “Glucosamine Sulfate” and a number representing each serving’s  
22 Glucosamine Sulfate content in milligrams.

23 22. The back of many such bottles includes a Supplement Facts panel,  
24 which states that each serving size of one capsule contains “d-Glucosamine Sulfate,  
25 2NaCl” and “Sodium.” The labels of these products in no way suggest that the  
26 product contains Glucosamine Hydrochloride in any way, shape, or form.

27 23. Accordingly, a reasonable person would believe that the contents of the  
28

1 bottles contain, exclusively, the ingredients listed on the label, specifically,  
2 Glucosamine Sulfate.

3 24. Plaintiff has purchased bottles of “Glucosamine Sulfate 550,” GNC’s  
4 private label 550mg Glucosamine Sulfate product, over the past four years, with the  
5 belief that the product labels accurately represented the contents of the packaged  
6 supplements. He did so in hopes of “preserv[ing] the health of [his] joints.”

7 25. Typically, Plaintiff purchased “Glucosamine Sulfate 550” from the  
8 Company’s Atlantic Square storefront in Monterey Park, CA 91754.

9 26. In March 2020, Plaintiff’s counsel sent some of the contents of one of  
10 Plaintiff’s “Glucosamine Sulfate 550” purchases, which he acquired in or around  
11 May 2019 and had consumed some of, to a laboratory for analysis. The lab’s  
12 “Report of Analysis” concluded that the primary composition of the capsules  
13 consisted of Glucosamine Hydrochloride and Sodium Sulfate. The analysis found no  
14 trace of Glucosamine Sulfate, contrary to the claims on the product label.

15 27. The lab’s analysis, which used Fourier-transform infrared spectroscopy  
16 to identify isolated crystals in the “Glucosamine Sulfate 550” capsules, did not  
17 detect Glucosamine Sulfate.

18 28. Other available tests that may be used to detect the presence or amount  
19 of glucosamine, such as High-Performance Liquid Chromatography with FMOC-Su  
20 Derivatization, are not appropriate or reliable because they fail to distinguish  
21 between Glucosamine Sulfate and Glucosamine Hydrochloride.

22 29. It is not practicable for all consumers of GNC Glucosamine Sulfate  
23 Products to determine the provenance of each bottle of the product, particularly the  
24 individual manufacturing lot that the bottle came from.

25 30. Plaintiff suffered damage and detriment as a result of GNC’s  
26 misrepresentations. Plaintiff purchased “Glucosamine Sulfate 550,” one of the GNC  
27 Glucosamine Sulfate Products, because he believed it contained Glucosamine  
28

1 Sulfate. Had the product label truthfully disclosed that it did not contain  
2 Glucosamine Sulfate, Plaintiff would not have purchased the product.

3 31. Furthermore, products containing Glucosamine Sulfate demand a  
4 premium on top of cost.

5 32. As a result of the uncertainty plaguing the contents of GNC  
6 Glucosamine Sulfate Products, Plaintiff is, as yet, unwilling to purchase the products  
7 again. However, Plaintiff might consider doing so if he were assured that the  
8 product label was truthful and the product bottle actually contained Glucosamine  
9 Sulfate, as represented.

10 33. To date, Defendant continues to sell GNC Glucosamine Sulfate  
11 Products, touting the same core compound, Glucosamine Sulfate.

12 34. Consumers cannot afford to have each and every purchase of GNC  
13 Glucosamine Sulfate Products lab-tested. Plaintiff, and others similarly situated,  
14 continue to be harmed, having no sustainable means of verifying the contents of the  
15 GNC Glucosamine Sulfate Products.

16 **CLASS ACTION ALLEGATIONS**

17 35. Plaintiff brings this suit as a class action on behalf of himself and all  
18 other similarly situated pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and/or 23(b)(3).

19 36. Plaintiff seeks to represent the following Classes:

20 a. **Nationwide Class**: All persons in the United States who purchased  
21 GNC Glucosamine Sulfate Products from Defendant other than for  
22 purposes of resale and within the applicable statutes of limitations  
23 (“Nationwide Class Period”).

24 b. **California Class (subclass)**: All persons who purchased GNC  
25 Glucosamine Sulfate Products from Defendant in California other than  
26 for purposes of resale and within the applicable statutes of limitations  
27 (“California Class Period”; together with the Nationwide Class Period,  
28

1 the “Class Periods”).

2 37. Excluded from the Classes are Defendant, its parents, subsidiaries and  
3 affiliates, directors and officers, and members of their immediate families.

4 38. The members of the Classes are so numerous that joinder is  
5 impracticable. It is believed that at a minimum, thousands of persons purchased  
6 GNC Glucosamine Sulfate Products during the Class Periods. Moreover, thousands  
7 more will continue to purchase the products if Defendant’s practices are not stopped.  
8 The precise number of Class members and their identities are unknown to Plaintiff at  
9 this time but may be determined through discovery. Class members may be notified  
10 of the pendency of this action by mail, email, and/or publication through, among  
11 other things, the distribution records of Defendant (and, to the extent applicable,  
12 third party retailers and vendors).

13 39. Plaintiff’s respective claims are typical of the claims of the Nationwide  
14 Class and the California Class: he purchased a GNC Glucosamine Sulfate Product  
15 during the Class Periods and sustained damages as a result of Defendant’s conduct.

16 40. Plaintiff will fairly and adequately represent and protect the interests of  
17 the other Class members for purposes of Federal Rule of Civil Procedure 23(a)(4).  
18 Plaintiff has no interests antagonistic to those of other Class members. Plaintiff is  
19 committed to the vigorous prosecution of this action and has retained counsel  
20 experienced in litigation of this nature.

21 41. Common questions of law and fact exist as to all members of the  
22 Classes and predominate over any questions affecting only individual members of  
23 the Classes, including, but not limited to:

- 24 a. whether GNC Glucosamine Sulfate Products contain Glucosamine  
25 Sulfate;
- 26 b. whether Defendant represented that GNC Glucosamine Sulfate  
27 Products contained Glucosamine Sulfate, when they did not;
- 28



- 1 c. whether Defendant's acts and practices in connection with the
- 2 promotion and sale of GNC Glucosamine Sulfate Products violated the
- 3 California UCL, CLRA, or FAL;
- 4 d. whether Defendant was unjustly enriched as a result of Defendant's
- 5 conduct;
- 6 e. whether Defendant's conduct damaged members of the Classes and, if
- 7 so, the measure of those damages;
- 8 f. whether Defendant's acts and practices in connection with the
- 9 promotion and sale of GNC Glucosamine Sulfate Products should be
- 10 enjoined; and
- 11 g. whether the California UCL, CLRA, or FAL should apply to all
- 12 respective California Class members.

13 42. A class action is superior to other available methods for the fair and  
14 efficient adjudication of this controversy. Since the damages suffered by individual  
15 Class members may be relatively small, the expense and burden of individual  
16 litigation make it virtually impossible for the respective Class members to seek  
17 redress for the wrongful conduct alleged. Plaintiff knows of no difficulty which will  
18 be encountered in the management of this litigation which would preclude its  
19 maintenance as a class action.

20 43. Class certification is also appropriate under Federal Rule of Civil  
21 Procedure 23(b)(2) because the Defendant has acted on grounds that apply generally  
22 to the Classes, so that final injunctive relief or corresponding declaratory relief is  
23 appropriate respecting the Classes as a whole.

24 44. Class members have suffered and will suffer irreparable harm and  
25 damages as a result of Defendant's wrongful conduct.

1 **CAUSES OF ACTION**

2 **COUNT I**

3 **Violations of the California Unfair Competition Law**  
4 **Cal. Bus. & Prof. Code §§ 17200, *et seq.***  
5 **(On Behalf of the California Class)**

6 45. Plaintiff hereby incorporates by reference the allegations contained in  
7 paragraphs 1 to 44.

8 46. Plaintiff brings this claim on behalf of himself and the California Class.

9 47. Plaintiff asserts this claim for unlawful, unfair, and fraudulent business  
10 practices; and unfair, deceptive, untrue and misleading advertising.

11 48. Defendant's conduct is "unlawful" under the UCL because it violates  
12 the California Legal Remedies Act (as discussed below) and the Food, Drug, and  
13 Cosmetic Act ("FDCA") by misbranding GNC Glucosamine Sulfate Products.

14 49. Defendant's conduct is "unfair" under the UCL because it is immoral,  
15 unscrupulous, unethical, oppressive, and substantially injurious to California  
16 consumers of GNC Glucosamine Sulfate Products by representing they contain  
17 Glucosamine Sulfate when they actually do not.

18 50. Defendant's conduct is "fraudulent" because Plaintiff, the California  
19 Class, and the public generally are likely to be deceived by Defendant's misbranding  
20 of GNC Glucosamine Sulfate Products by representing they contain Glucosamine  
21 Sulfate when they actually do not.

22 51. Defendant's continuing course of conduct establishes unfair, deceptive,  
23 untrue and misleading advertising by misbranding GNC Glucosamine Sulfate  
24 Products as containing Glucosamine Sulfate when they actually do not. Plaintiff  
25 relied upon the truth and accuracy of the Defendant's branding of GNC  
26 Glucosamine Sulfate Products, and was deceived into purchasing a product he  
27 otherwise would not have, causing him to suffer economic harm by paying more  
28 than he otherwise would have had the product been accurately labeled.

1 52. Plaintiff and the other members of the California Class have been and  
2 continue to be injured as a direct and proximate result of Defendant’s violations of  
3 the UCL.

4 53. Plaintiff is entitled to pursue a claim against Defendant on behalf of the  
5 California Class pursuant to Cal. Bus. & Prof. Code §§ 17203 and 17205 for  
6 restitution, disgorgement, and other equitable relief to remedy Defendant’s unlawful  
7 and unfair practices, and to move under Cal. Code Civ. Proc. § 1021.5 for costs and  
8 attorneys’ fees.

9 54. Plaintiff also seeks punitive damages under Cal. Civ. Code § 3294  
10 because Defendant is guilty of fraud and malice by intentionally misbranding GNC  
11 Glucosamine Sulfate Products and by intending to cause injury to the Plaintiff and  
12 the California Class.

13 **COUNT II**  
14 **Violations of the California Consumers Legal Remedies Act**  
15 **Cal. Civ. Code §§ 1750, et seq.**  
16 **(On Behalf of the California Class)**

17 55. Plaintiff hereby incorporates by reference the allegations contained in  
18 paragraphs 1 to 44.

19 56. Plaintiff brings this claim on behalf of himself and the California Class.

20 57. Plaintiff is a “consumer” as defined in Cal. Civ. Code § 1761(d).

21 58. Defendant is a “person” as defined in Cal. Civ. Code § 1761(c).

22 59. GNC Glucosamine Sulfate Products constitute “goods” under Cal. Civ.  
23 Code § 1761(a).

24 60. Plaintiff’s purchase was a “transaction” under § 1761(e).

25 61. The CLRA prohibits “unfair or deceptive acts or practices undertaken  
26 by any person in a transaction intended to result or that results in the sale . . . of  
27 goods . . . to any consumer,” which occurs when, among other instances, a person:  
28 “Represent[s] that goods or services have . . . characteristics, ingredients, uses,

1 benefits, or quantities that they do not have,” § 1770(a)(5); and “Advertis[es] goods  
2 or services with intent not to sell them as advertised,” § 1770(a)(9).

3 62. Plaintiff and the other members of the California Class have been, and  
4 continue to be, injured as a direct and proximate result of Defendant’s violations of  
5 the CLRA.

6 63. Plaintiff is entitled to pursue a claim against Defendant on behalf of the  
7 California Class to enjoin Defendant from continuing its unfair or deceptive acts or  
8 practices under Cal. Civ. Code § 1780(a) and § 1781, as well as to pursue costs and  
9 attorneys’ fees under § 1780(e).

10 64. Under the requirements of California Civil Code §1782(a), Plaintiff is  
11 serving on Defendant, a CLRA notice letter. If Defendant does not rectify these  
12 issues within the time period provided by the CLRA, Plaintiff will amend this  
13 Complaint to assert claims for additional relief.

14 **COUNT III**  
15 **Violations of the California False Advertising Law**  
16 **Cal. Bus. & Prof. Code §§ 17500, et seq.**  
17 **(On Behalf of the California Class)**

18 65. Plaintiff hereby incorporates by reference the allegations contained in  
19 paragraphs 1 to 44.

20 66. Plaintiff brings this claim on behalf of himself and the California Class.

21 67. Plaintiff asserts this claim for the unlawful inducement into an  
22 obligation and purchase of a GNC Glucosamine Sulfate Product due to Defendant’s  
23 statements in advertising that are untrue and misleading, and of which Defendant  
24 knew or should have known were untrue and misleading. Defendant misbranded  
25 GNC Glucosamine Sulfate Products by representing that they contain Glucosamine  
26 Sulfate when they actually do not. This representation is objectively false and  
27 therefore likely to deceive members of the public.

28 68. Plaintiff and the other members of the California Class have been and

1 continue to be injured as a direct and proximate result of Defendant's violations of  
2 the FAL.

3 69. Plaintiff is entitled to pursue a claim against Defendant on behalf of the  
4 California Class pursuant to Cal. Bus. Prof. Code § 17535 for restitution and  
5 equitable relief to remedy Defendant's unlawful and unfair practices, and to move  
6 under Cal. Code Civ. Proc. § 1021.5 for costs and attorneys' fees.

7 70. Plaintiff also seeks punitive damages under Cal. Civ. Code § 3294  
8 because Defendant is guilty of fraud and malice by intentionally misbranding GNC  
9 Glucosamine Sulfate Products and by intending to cause injury to Plaintiff and the  
10 California Class.

11 **COUNT IV**  
12 **Breach of Contract**  
13 **(On Behalf of the Nationwide Class,**  
14 **and in the alternative, the California Class)**

15 71. Plaintiff hereby incorporates by reference the allegations contained in  
16 paragraphs 1 to 44.

17 72. Plaintiff and members of the Nationwide and California Classes had a  
18 valid contract, supported by sufficient consideration, pursuant to which Defendant  
19 was obligated to provide GNC Glucosamine Sulfate Products that, in fact, contained  
20 Glucosamine Sulfate, as represented by Defendant.

21 73. Defendant materially breached its contract with Plaintiff and members  
22 of the Classes by providing GNC Glucosamine Sulfate Products that did not contain  
23 Glucosamine Sulfate.

24 74. As a result of Defendant's breach, Plaintiff and members of the Classes  
25 were damaged in that they did not receive the product for which they paid, but  
26 instead received a product with less value than the amount paid.

27 75. Moreover, Plaintiff and members of the Classes have suffered and  
28 continue to suffer economic losses and other general and specific damages,

1 including but not limited to the amounts paid for the GNC Glucosamine Sulfate  
2 Products, and any interest that would have accrued on those monies, all in an amount  
3 to be proven at trial.

4 **COUNT V**  
5 **Unjust Enrichment and/or Restitution**  
6 **(On Behalf of the Nationwide Class,**  
7 **and in the alternative, the California Class)**

7 76. Plaintiff hereby incorporates by reference the allegations contained in  
8 paragraphs 1 to 44.

9 77. Plaintiff brings this claim individually and on behalf of the members of  
10 the Nationwide Class and, in the alternative, the California Class against Defendant.

11 78. Plaintiff alleges that contrary to their labeling, GNC Glucosamine  
12 Sulfate Products do not contain Glucosamine Sulfate.

13 79. By means of Defendant's wrongful conduct alleged herein, Defendant  
14 knowingly sold dietary supplements that were mislabeled in a manner that was  
15 unfair, unconscionable, and oppressive.

16 80. Defendant knowingly received and retained wrongful benefits and  
17 funds from Plaintiff and members of the Classes. Therefore, Defendant acted with  
18 conscious disregard for the rights of Plaintiff and members of the Classes.

19 81. As a result of Defendant's wrongful conduct as alleged herein,  
20 Defendant has been unjustly enriched at the expense of, and to the detriment of,  
21 Plaintiff and members of the Classes.

22 82. Defendant's unjust enrichment is traceable to, and resulted directly and  
23 proximately from, the conduct alleged herein.

24 83. Under the common law doctrine of unjust enrichment, it is inequitable  
25 for Defendant to be permitted to retain the benefits it received, and is still receiving,  
26 without justification, from the imposition of fees and rates on Plaintiff and members  
27 of the Classes in an unfair, unconscionable, and oppressive manner. Defendant's  
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1 retention of such funds, under circumstances making it inequitable to do so,  
2 constitutes unjust enrichment.

3 84. The financial benefits derived by Defendant rightfully belong to  
4 Plaintiff and members of the Classes. Defendant should be compelled to disgorge in  
5 a common fund for the benefit of Plaintiff and members of the Classes all wrongful  
6 or inequitable proceeds received by them.

7 85. A constructive trust should be imposed upon all wrongful or inequitable  
8 proceeds received by Defendant traceable to Plaintiff and members of the Classes.

9 86. Plaintiff and members of the Classes have no adequate remedy at law.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff, individually and on behalf of all others similarly  
12 situated, requests that the Court award the following relief:

- 13 a. Certify this action as a class action pursuant to Federal Rule of Civil  
14 Procedure 23, appoint Plaintiff as representative of the Classes, and  
15 designate the undersigned as Class counsel;
- 16 b. Award Plaintiff and the Class monetary damages;
- 17 c. Award Plaintiff and the Classes equitable, declaratory, and/or injunctive  
18 relief, as requested herein;
- 19 d. Award Plaintiff and the Classes restitution and/or disgorgement;
- 20 e. Award Plaintiff and the Classes punitive damages;
- 21 f. Grant Plaintiff and the Classes payment of the costs of prosecuting this  
22 action, including expert fees and expenses;
- 23 g. Grant Plaintiff and the Classes payment of reasonable attorneys' fees;
- 24 h. Grant such other relief as the Court may deem just and proper.

25 **DEMAND FOR JURY TRIAL**

26 Plaintiff and the Classes demand a trial by jury on all issues so triable.  
27  
28

1 DATED: April 16, 2020

Respectfully submitted,

2  
3 By: /s/ Jonathan M. Rotter

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