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Caroline Garcia and Michael Sporn

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO – UNLIMITED CIVIL**

**CAROLINE GARCIA; and
MICHAEL SPORN, individually
and on behalf of others similarly
situated,**

Plaintiffs,

v.

**CORELLE BRANDS, LLC d/b/a
INSTANT BRANDS INC.,**

Defendant.

Case No.: **CGC-21-589808**

CLASS ACTION COMPLAINT

- I. VIOLATION OF THE
SONG-BEVERLY
CONSUMER WARRANTY
ACT;**
- II. VIOLATION OF THE
CONSUMER LEGAL
REMEDIES ACT; AND,**
- III. VIOLATION OF
CALIFORNIA'S UNFAIR
COMPETITION LAW.**

JURY TRIAL DEMANDED

BY FAX

**ENDORSED
FILED**
San Francisco County Superior Court

FEB 18 2021

**CLERK OF THE COURT
BY ANGELICA SUNGA
Deputy Clerk**

**KAZEROUNI
LAW GROUP, APC**

1. Plaintiffs Caroline Garcia (“Garcia”) and Michael Sporn (“Sporn”) (together the “Plaintiffs”), on behalf of themselves and others similarly situated, brings this class action suit against Corelle Brands, LLC d/b/a Instant Brands, Inc. (“Defendant”) for violations of California’s Song Beverly Consumer Warranty Act (“SBA”), *California Civil Code* §§ 1790, *et seq.*; California’s Consumer Legal Remedies Act (“CLRA”), *California Civil Code* §§ 1750, *et seq.*; and California’s Unfair Competition Law (“UCL”), *California Business and Professions Code* §§ 17200, *et seq.*

SUMMARY

2. Defendant is a manufacturer of kitchen appliances and advertises that its products are sold with express warranties.
3. Defendant includes within its product packaging warranty registration instructions and also makes its warranty registration form available online.
4. The SBA explicitly requires a manufacturer who chooses to provide a warranty or product registration card or form, or an electronic online warranty or product registration form, to be completed and returned by the consumer, to have the card or form include statements that:
 - a. Inform the consumer that the card or form is for product registration; and,
 - b. Inform the consumer that failure to complete and return the card or form does not diminish the individual’s warranty rights.
5. Defendant intentionally omits any such statements that are expressly required by the SBA.
6. As a result of Defendant’s unlawful and deceitful business practices, Defendant is able to chill warranty claims and benefit economically by duping consumers into thinking they do not have warranty rights unless they fill out the form and provide their personal information to Defendant. Or even worse, consumers actually do not have the warranties that were promised to them when they purchased their products as they must now register their warranties, a requirement that was not



- 1 disclosed at the time of purchase. Consumers are thus additionally deceived into
- 2 purchasing products they would not have, had they known they did not actually
- 3 come with warranties.
- 4 7. Either scenario results in Defendant benefitting at the consumer's expense.
- 5 8. Defendant's unlawful and deceptive practices alleged herein violate the SBA, the
- 6 CLRA, and the UCL.

PARTIES

- 7
- 8 9. Plaintiff Garcia is an individual residing in Lakeside, California.
- 9 10. Garcia is a purchaser of Defendant's Instant Pot Lux Series ("Lux").
- 10 11. Plaintiff Sporn is an individual residing in San Francisco, California.
- 11 12. Sporn is a purchaser of Defendant's Instant Pot Duo Nova 10 qt. Electric Pressure
- 12 Cooker ("Duo").
- 13 13. Defendant is a Delaware Corporation that does continuous and substantial
- 14 business throughout the state of California, including San Francisco County.
- 15 14. At all relevant times, Defendant was engaged in the business of marketing,
- 16 supplying, and selling its products, including the Products purchased by Plaintiffs,
- 17 to the public through a system of marketers, retailers and distributors. All acts of
- 18 employees of Defendant as alleged were authorized or ratified by an officer,
- 19 director, or managing agent of the employer.

JURISDICTION AND VENUE

- 20
- 21 15. Subject matter jurisdiction is proper in this Court as the amount in controversy is
- 22 within the jurisdictional limit of this Court.
- 23 16. This Court has personal jurisdiction over Defendant because Defendant conducts
- 24 business in the County of San Francisco, State of California; and, Sporn was
- 25 injured in the County of San Francisco, where Sporn resides.
- 26 17. Venue is proper in this Court since this action arises from an offer or provision of
- 27 goods intended primarily for personal, family or household use, and one of the
- 28 buyers resides in this County.

FACTUAL ALLEGATIONS**PLAINTIFF GARCIA**

18. On or about November 10, 2020, Garcia visited the Sam's Club retail store in San Diego, California looking to purchase a new pressure cooker.

19. Plaintiff saw the Lux advertised for sale.

20. The Lux's packaging prominently displayed that the Lux was accompanied by an express warranty.

21. Relying on, and valuing, the affirmative warranty promise made on the Instant Pot Lux's packaging, Plaintiff purchased the Instant Pot Lux for approximately \$90.

22. Plaintiff later discovered that the Lux did not come with a warranty as Plaintiff was led to believe.

23. Contained within the Lux's packaging were instructions requiring Plaintiff to "register" the Lux's warranty online within thirty (30) days in order to "validate" its warranty and receive warranty benefits.

24. The online registration form requires a consumer to enter their name, email address, phone number, street address, city, state or province, zip code, country, date of product purchase, store name, model, and serial number.¹

25. The online registration form did not inform Plaintiff that it was for *product* registration and it did not inform Plaintiff that failure to complete and return the card did *not diminish Plaintiff's warranty rights* as required by *California Civil Code* § 1793.1.

PLAINTIFF SPORN

26. On or about August 6, 2020, Sporn searched the internet from his home in San Francisco, California looking to purchase a new pressure cooker.

27. Plaintiff saw the Duo advertised for sale.

28. The Duo's advertising prominently displayed that the Duo was accompanied by

¹ <https://instantpot.com/support/register/> (last visited Dec. 23, 2020).



an express warranty.

29. Relying on, and valuing, the affirmative warranty promise made on the Duo's packaging, Plaintiff purchased the Duo for approximately \$128.

30. Plaintiff later discovered that the Duo did not come with a warranty as Plaintiff was led to believe.

31. Contained within the Duo's packaging were instructions requiring Plaintiff to "register" the Duo's warranty online within thirty (30) days in order to "validate" its warranty and receive warranty benefits.

32. The online registration form requires a consumer to enter their name, email address, phone number, street address, city, state or province, zip code, country, date of product purchase, store name, model, and serial number.²

33. The online registration form did not inform Plaintiff that it was for *product* registration and it did not inform Plaintiff that failure to complete and return the card did *not diminish Plaintiff's warranty rights* as required by *California Civil Code* § 1793.1.

FACTUAL ALLEGATIONS APPLICABLE TO ALL PLAINTIFFS

34. Upon information and belief, Defendant uses the personal information it collects from such card for its own business and marketing purposes and for its own economic benefit.

35. Upon information and belief, Defendant intends for the warranty registration requirement to have a chilling effect on warranty claims, preventing customers who have not registered, or who choose not to register their warranties from making warranty claims, thereby saving Defendant money in warranty repair and administration costs.

36. Defendant has no right to access personal customer information through warranty registration for these purposes, by not making the legally mandated disclosures to

² <https://instantpot.com/support/register/> (last visited Dec. 23, 2020).

customers.

37. Had either of Defendant's products exterior packing or advertising disclosed that the warranty was contingent on registration by Plaintiffs providing their personal information, Plaintiffs would not have purchased Defendant's products, or alternatively would not have paid a premium for the products.

38. Plaintiffs have not received benefit which Plaintiffs bargained for.

CLASS ALLEGATIONS

39. Plaintiffs brings this action on behalf of themselves and on behalf of all others similarly situated (the "Class"), pursuant to California Code of Civil Procedure Section 382.

40. Plaintiffs represent and are members of the Classes, consisting of:

- a. All persons who purchased one or more of Defendant's products within California during the four (4) years immediately preceding the filing of the Complaint through the date of class certification, which were accompanied by a warranty or product registration card or form, or an electronic online warranty or product registration form, to be completed and returned by the consumer, which do not contain statements, each displayed in a clear and conspicuous manner, informing the consumer that: i) the card or form is for product registration, and ii) informing the consumer that failure to complete and return the card or form does not diminish his or her warranty rights.
- b. All persons who purchased one or more of Defendant's products within California during the four (4) years immediately preceding the filing of the Complaint through the date of class certification, which were accompanied by a warranty or product registration card or form, or an electronic online warranty or product registration form, which is labeled as a warranty registration or a warranty confirmation.
- c. All persons who purchased one or more of Defendant's products within California during the three (3) years immediately preceding the filing of the Complaint through the date of class certification, which were advertised as being

1 accompanied with an express warranty but which do not
 2 contain a warranty, and/or contain warranty activation,
 3 confirmation or registration cards requiring persons to
 4 provide their personal data or take additional steps in order
 to receive a warranty.

5 41. Defendant and its employees or agents are excluded from the Classes.

6 42. Plaintiffs do not presently know the number of members in the Classes but
 7 believes the Class members number in the several thousands, if not substantially
 8 more. Thus, this matter should be certified as a class action to assist in the
 9 expeditious litigation of this matter.

10 43. Plaintiffs and members of the Classes were harmed by the acts of Defendant in
 11 violating Plaintiffs' and the putative Class members' rights.

12 44. Plaintiffs reserve the right to expand the class definition to seek recovery on
 13 behalf of additional persons as warranted, as facts are learned through further
 14 investigation and discovery.

15 45. The joinder of the Class members is impractical and the disposition of their claims
 16 in the class action will provide substantial benefits both to the parties and to the
 17 court.

18 46. The Classes can be identified through Defendant's records, Defendant's agents'
 19 records, and/or records of the retailer from which the products were purchased.

20 47. There is a well-defined community of interest in the questions of law and fact to
 21 the Classes that predominate over questions which may affect individual Class
 22 members, including the following:

- 23 a. Whether the Class products were sold with warranty or product
 24 registration cards or forms, or electronic online warranty or product
 25 registration forms, which did not contain statements, each displayed in a
 26 clear and conspicuous manner, informing the consumer that the card or
 27 form is for product registration, and informing the consumer that failure
 28 to complete and return the card or form does not diminish his or her



warranty rights.

- b. Whether the Class products were sold with warranty or product registration cards or forms, or electronic online warranty or product registration forms, which are labeled as warranty registration or warranty confirmation.
- c. Whether the Class products were sold with express warranties;
- d. Whether the Class products make warranty rights contingent on registration;
- e. Whether Defendant intends warranty registration to act as a barrier to warranty claims;
- f. Whether Defendant intends to use warranty registration as a means for obtaining Class members' personal information;
- g. How Defendant uses Class members' personal information;
- h. Whether Defendant violated the SBA by making Class products' warranties contingent on registration;
- i. Whether Defendant violated the SBA by not disclosing to Class members that by not submitting warranty registration cards, or online forms, their warranty rights would not be diminished;
- j. Whether Defendant engaged in false or deceptive advertising practices in violation of the CLRA by not disclosing the warranty registration requirement of Class products to Class members prior to their purchases;
- k. Whether Defendant is liable for damages, and the amount of such damages; and
- l. Whether Class members are entitled to equitable relief including injunctive relief.

48. Plaintiffs' claims are typical of the claims of the Classes since Plaintiffs purchased a Class product, as did each member of the Classes.

49. Plaintiffs and all Class members sustained injuries arising out of Defendant's



1 wrongful conduct and deception.

2 50. Plaintiffs are advancing the same claims and legal theories on behalf of herself
3 and all absent Class members.

4 51. Plaintiffs will fairly and adequately represent and protect the interests of the
5 Classes in that Plaintiffs have no interests antagonistic to any member of the
6 Classes.

7 52. Absent a class action, the Classes will continue to face the potential for
8 irreparable harm. In addition, these violations of law will be allowed to proceed
9 without remedy and Defendant will likely continue such illegal conduct.

10 53. Plaintiffs have retained counsel experienced in handling class action claims and
11 individual claims involving breach of warranties and unlawful business practices.

12 54. A class action is a superior method for the fair and efficient adjudication of this
13 controversy. The injury suffered by each individual Class member is relatively
14 small in comparison to the burden and expense of individual prosecution of the
15 complex and extensive litigation necessitated by Defendant's conduct. It would
16 be virtually impossible for members of the Classes individually to redress
17 effectively the wrongs done to them. Even if the members of the Classes could
18 afford such individual litigation, the court system could not. Individualized
19 litigation presents a potential for inconsistent or contradictory judgments.
20 Individualized litigation increases the delay and expense to all parties, and to the
21 court system, presented by the complex legal and factual issues of the case.

22 55. By contrast, the class action device presents far fewer management difficulties,
23 and provides the benefits of single adjudication, an economy of scale, and
24 comprehensive supervision by a single court. Upon information and belief,
25 members of the Classes can be readily identified and notified based on, inter alia,
26 Defendant's own records, product serial numbers, submitted warranty activation
27 cards, warranty claims, registration records, and database of complaints.

28 56. Defendant has acted, and continues to act, on grounds generally applicable to the



Classes, thereby making appropriate final injunctive relief and corresponding declaratory relief with respect to the Classes as a whole.

FIRST CAUSE OF ACTION

VIOLATION OF CALIFORNIA’S SONG-BEVERLY CONSUMER WARRANTY ACT

57. Plaintiffs incorporate all of the above paragraphs of this Complaint as though fully stated in this cause of action.

58. The Class products are “consumer goods” as defined by *California Civil Code* § 1791(a).

59. Plaintiffs and Class members are “buyers” as defined by *California Civil Code* § 1791(b).

60. “Every manufacturer, distributor, or retailer making express warranties with respect to consumer goods shall fully set forth those warranties in simple and readily understood language[.]” *California Civil Code* § 1793.1(a)(1).

61. “If the manufacturer, distributor, or retailer provides a warranty or product registration card or form, or an electronic online warranty or product registration form, to be completed and returned by the consumer, the card or form **shall** contain statements, each displayed in a clear and conspicuous manner, that do all of the following:

a. Informs the consumer that the card or form is for product registration.

b. Informs the consumer that failure to complete and return the card or form does not diminish his or her warranty rights.” *California Civil Code* § 1793.1(a)(1)(A)-(B).

62. “No warranty or product registration card or form, or an electronic online warranty or product registration form, may be labeled as a warranty registration or a warranty confirmation.” *California Civil Code* § 1793.1(b).

63. By providing a warranty registration card and/or online warranty registration form, with Plaintiffs’ products and Class members’ products’, which do not



1 inform Plaintiffs and Class members that the card and/or form are for product
2 registration and that warranty rights will not be diminished if the card and/or form
3 are not completed, Defendant is in violation of its affirmative obligations under
4 the SBA.

5 64. Defendant values its ability to include warranty registration forms on its website
6 and warranty registration cards inside the packaging of its products, and as a result
7 of being permitted to include the forms and cards without the statutorily prescribed
8 language, Defendant received, and continues to receive, a benefit which Plaintiffs
9 and Class members did not realize they paid for.

10 65. Had Plaintiffs and Class members been aware of these terms, they would not have
11 paid the price they did.

12 66. Plaintiffs and Class members would have paid less for their products had they
13 been aware of these terms. The premium paid is a benefit received by Defendant
14 and should be returned to Plaintiff.

15 67. Plaintiffs and Class members have been damaged by not receiving the warranty
16 they were promised, or alternatively, even if warranties do exist, by rightfully
17 believing they do not have warranty rights.

18 68. Defendant benefits, at Plaintiffs' and Class members' expense, from this tactic as
19 its costs for repairing products under warranty, as well as administering product
20 warranties, are reduced.

21 69. Class members who did provide their personal information have been damaged by
22 being forced to relinquish their personal information based on Defendant's
23 statutorily mandated omissions.

24 70. Plaintiffs and Class members are entitled to damages, including reimbursement of
25 the purchase price of the Class products, under *California Civil Code* §1794(a)
26 and §1794(b).

27 71. In addition to the other amounts recovered, Plaintiffs and Class members are
28 entitled to a civil penalty of two-times the amount of actual damages, pursuant to

1 *California Civil Code* §1794(c).

2 72. Plaintiffs and class members are further entitled to recover as part of the judgment
3 a sum equal to the aggregate amount of costs and litigation related expenses,
4 including but not limited to attorney's fees, reasonably incurred in connection with
5 the commencement and prosecution of this action under *California Civil Code*
6 §1794(d).

7 **SECOND CAUSE OF ACTION**

8 **VIOLATION OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT**

9
10 73. Plaintiffs incorporate all of the above paragraphs of this Complaint as though fully
11 stated in this cause of action.

12 74. Plaintiffs and Class members are "consumers" within the meaning of *California*
13 *Civil Code* §1761(d).

14 75. The sale of Plaintiffs' and Class members' products are "transactions" within the
15 meaning of *California Civil Code* §1761(e).

16 76. Plaintiffs' and Class members' products are "goods" within the meaning of
17 *California Civil Code* §1761(a).

18 77. The CLRA prohibits "representing that goods or services have sponsorship,
19 approval, characteristics, ingredients, uses, benefits, or quantities that they do not
20 have." *California Civil Code* §1770(a)(5).

21 78. The CLRA prohibits "representing that goods or services are of a particular
22 standard, quality, or grade, or that goods are of a particular style or model, if they
23 are of another." *California Civil Code* §1770(a)(7).

24 79. The CLRA prohibits "advertising goods or services with intent not to sell them as
25 advertised." *California Civil Code* §1770(a)(9).

26 80. The CLRA prohibits "representing that a transaction confers or involves rights,
27 remedies, or obligations that it does not have or involve, or that are prohibited by
28 law." *California Civil Code* §1770(a)(14).



1 81. The CLRA prohibits “representing that the consumer will receive a rebate,
2 discount or other economic benefit, if earning the benefit is contingent on an event
3 to occur after the transaction.” *California Civil Code* §1770(a)(17).

4 82. Defendant promised, advertised and represented at time of sale that Plaintiffs and
5 Class members would receive a warranty with no strings attached.

6 83. However, Defendant failed to disclose on Plaintiffs’ products’ and Class
7 members’ products’ exterior packaging that the warranty must be registered to be
8 validated within 30 days of purchase.

9 84. Defendant’s concealment of material warranty terms was done deliberately and
10 intentionally with the purpose of deceiving Plaintiffs and Class members and
11 inducing them into purchasing the Class products, or alternately providing their
12 personal information.

13 85. Defendant knows, or should have known, that were it to display on the exterior of
14 product packaging the material warranty terms it hides inside the product packing
15 (even if such terms are not valid), Plaintiff and Class members would not purchase
16 the Class products or would not pay a premium for them.

17 86. Thus, Defendant’s conduct violates *California Civil Code* § 1770(a)(5),
18 1770(a)(7), 1770(a)(9), 1770(a)(14), and 1770(a)(17).

19 87. Plaintiff members relied on Defendant’s representations.

20 88. As a result of Defendant’s false representations and deceitful conduct regarding
21 its warranties, Plaintiffs and Class members were injured because they: (a) would
22 not have purchased the Class products if the true facts were known concerning the
23 Defendant’s false and misleading warranty claims at time of purchase, or Plaintiffs
24 and Class members would have paid substantially less; (b) paid a premium price
25 for the Class Products as a result of Defendant’s false warranties and
26 misrepresentations; (c) purchased products that did not have the sponsorship,
27 characteristics, and qualities promised by Defendant; and (d) had to take additional
28 steps and actions in order to receive the benefit they should have already entitled



1 to.

2 89. Under California Civil Code § 1780(a) and (b), Plaintiffs, individually and on
 3 behalf of the Classes, seek an injunction requiring Defendant to cease and desist
 4 the illegal conduct alleged in this Complaint. Specifically, Plaintiffs and Class
 5 members are entitled to a permanent injunction that compels Defendant to
 6 immediately: (1) cease and desist from the continued sale of the products that
 7 contain the same or similar misrepresentations as the Class products; (2) initiate a
 8 corrective advertising campaign to notify Class members who are victims of the
 9 above-described illegal conduct about the true nature the Class products and
 10 associated warranty; and (3) initiate a full recall of the Class products with an offer
 11 to refund the purchase price, plus reimbursement of interest.

12 90. Pursuant to § 1782(a) of the CLRA, on or about February 17, 2021, Plaintiffs'
 13 counsel notified Defendant in writing via certified mail return receipt requested of
 14 the particular violations of § 1770 of the CLRA and demanded that it rectify the
 15 problems associated with the actions detailed above and give notice to all affected
 16 consumers of Defendant's intent to act.

17 91. If Defendant fails to respond to Plaintiffs' letter, fails to agree to rectify the
 18 problems associated with the actions detailed above, or fails to give notice to all
 19 affected consumers within 30 days of the date of written notice, Plaintiffs reserve
 20 the right to amend the Complaint to pursue claims for actual, punitive, and
 21 statutory damages, as appropriate against Defendant. As to this cause of action, at
 22 this time, Plaintiffs seek only injunctive relief.

23 92. Attached hereto as **Exhibit A** is an affidavit from Sporn pursuant to *California*
 24 *Civil Code* § 1780(d).

25 93. Attached hereto as **Exhibit B** is an affidavit from Garcia pursuant to *California*
 26 *Civil Code* § 1780(d).

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THIRD CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW

94. Plaintiffs incorporate all of the above paragraphs of this Complaint as though fully stated in this cause of action.

95. The UCL defines “unfair business competition” to include any “unlawful, unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading” advertising. *California Business and Professions Code* § 17200.

96. The UCL imposes strict liability. Plaintiffs need not prove that Defendant intentionally or negligently engaged in unlawful, unfair, or fraudulent business practices – but only that such practices occurred.

“Unfair” Prong

97. A business act or practice is “unfair” under the UCL if it offends an established public policy or is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers, and that unfairness is determined by weighing the reasons, justifications and motives of the practice against the gravity of the harm to the alleged victims.

98. Defendant’s actions constitute “unfair” business practices because, as alleged above, Defendant engaged in a misleading and deceptive practice of intentionally omitting statutorily mandated warranty disclosures to consumers.

99. This is done to trick consumers into believing they don’t have warranty rights in an effort to discourage warranty claim submissions, thus saving Defendant money and increasing its profit margin. Or worse, to actually eliminate the warranty promised at time of purchase.

100. Defendant tricks consumers into providing their personal information in order to obtain a warranty when the consumers are not required to share their personal information to obtain the benefit of an express warranty.

101. Defendant’s acts and practices offend an established public policy of transparency



in warranty rights, and engage in immoral, unethical, oppressive, and unscrupulous activities that are substantially injurious to consumers.

102. The harm to Plaintiffs and Class members grossly outweighs the utility of Defendant's practices as there is no utility to Defendant's practices.

"Fraudulent" Prong

103. A business act or practice is "fraudulent" under the UCL if it is likely to deceive members of the consuming public.

104. Defendant's acts and practices alleged above constitute fraudulent business acts or practices as they deceived Plaintiffs and are highly likely to deceive members of the consuming public.

105. By not providing the required statutory language, Plaintiff and Class members can only draw one conclusion: registration is required in order to receive and access their warranty, contrary to the representations made at time of sale that the products and Class products were accompanied with an express warranty.

"Unlawful" Prong

106. A business act or practice is "unlawful" under the UCL if it violates any other law or regulation.

107. Defendant's acts and practices alleged above constitute unlawful business acts or practices as they have violated the plain language of the SBA as described in Plaintiffs' First Cause of Action above.

108. As detailed in Plaintiffs' Second Cause of Action above, Defendant's acts and practices surrounding the sale also violate several provisions of the CLRA.

109. The violation of any law constitutes an "unlawful" business practice under the UCL.

110. These acts and practices alleged were intended to or did result in violations of the SBA and the CLRA.

111. Defendant's practices, as set forth above, have misled Plaintiffs, the Class members, and the public in the past and will continue to mislead in the future. Consequently, Defendant's practices constitute an unlawful, fraudulent, and unfair business practice within the meaning of the UCL.

112. Pursuant to the UCL, Plaintiffs are entitled to preliminary and permanent injunctive relief and order Defendant to cease this unfair competition, as well as disgorgement and restitution to Plaintiffs and the Class of all Defendant's revenues associated with its unfair competition, or such portion of those revenues as the Court may find equitable.

PRAYER FOR RELIEF

Plaintiffs pray that judgment be entered against Defendant as follows:

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representatives of the Classes;
3. That Plaintiffs' attorneys be appointed Class Counsel;
4. For an order declaring Defendant's conduct to be unlawful;
5. For an order compelling Defendant to make restitution to Plaintiffs and Class members under the SBA in an amount equal to the total amounts paid and payable for the Class products;
6. For actual damages;
7. For a civil penalty of two-times actual damages;
8. For punitive damages;
9. For pre and post -judgment interest at the legal rate;
10. For injunctive and other equitable relief as necessary to protect the interests of Plaintiffs and other Class members, and an order prohibiting Defendant from engaging in the unlawful, unfair, deceptive and fraudulent acts described above;
11. For an order that Defendant engage in a corrective advertising campaign;

- 1 12. For an order of restitution and disgorgement of all profits and unjust
2 enrichment that Defendant obtained from Plaintiffs and the Class members
3 as a result of its unlawful, unfair, and fraudulent business practices;
4 13. For attorney's fees, costs of suit, and out of pocket expenses; and
5 14. For such other and further relief that the Court deems proper.

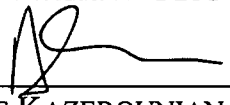
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7 **TRIAL BY JURY**

8 113. Pursuant to the Seventh Amendment to the Constitution of the United States of
9 America, Plaintiffs are entitled to, and demand a trial by jury.

10 Dated: February 17, 2021

Respectfully submitted,

11
12 **KAZEROUNI LAW GROUP, APC**

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14 By: 
15 ABBAS KAZEROUNIAN, ESQ.
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17 ATTORNEY FOR PLAINTIFFS
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