

**COPY**

Todd M. Friedman (SBN 216752)  
Adrian R. Bacon (SBN 280332)  
LAW OFFICES OF TODD M. FRIEDMAN, P.C.  
21550 Oxnard St., Suite 780  
Woodland Hills, CA 91367  
Phone: 323-306-4234  
Fax: 866-633-0228  
tfriedman@toddflaw.com  
abacon@toddflaw.com  
**Attorneys for Plaintiff**

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ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

FEB 25 2021

Terri R. Carter, Executive Officer/Clerk  
By Rita Nazaryan, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

PERRY BRUNO, individually, and  
on behalf of other members of the  
general public similarly situated,

Plaintiff,

vs.

TOM'S OF MAINE, INC.,  
Defendant.

Case No. **21STCV07787**

**CLASS ACTION COMPLAINT**

- (1) Violation of Unfair Competition  
Law (Cal. Business & Professions  
Code §§ 17500 *et seq.*) and
- (2) Violation of Unfair Competition  
Law (Cal. Business & Professions  
Code §§ 17200 *et seq.*)

**Jury Trial Demanded**

**BY FAX**

1 Plaintiff PERRY BRUNO ("Plaintiff"), individually and on behalf of all other  
2 members of the public similarly situated, allege as follows:

3  
4 **PRELIMINARY STATEMENTS**

5 1. This is an action for damages, injunctive relief, and any other available  
6 legal or equitable remedies, for violations of Unfair Competition Law (Cal. Business  
7 & Professions Code §§ 17500 *et seq.*, and Unfair Competition Law (Cal. Business  
8 & Professions Code §§ 17200 *et seq.*, resulting from the illegal actions of Defendant,  
9 in intentionally "slack-filling" its deodorant sticks. Plaintiff alleges as follows upon  
10 personal knowledge as to himself and his own acts and experiences, and, as to all  
11 other matters, upon information and belief, including investigation conducted by his  
12 attorneys.  
13  
14  
15

16 2. Cal. Business & Professions Code § 12606(b) states in relevant part:

17 Nonfunctional slack fill is the empty space in a package that is filled to  
18 substantially less than its capacity for reasons other than any one or more of  
19 the following:

20 (1) Protection of the contents of the package.

21 (2) The requirements of machines used for enclosing the contents of the  
22 package.

23 (3) Unavoidable product settling during shipping and handling.

24 (4) The need to utilize a larger than required package or container to provide  
25 adequate space for the legible presentation of mandatory and necessary  
26 labeling information, such as those based on the regulations adopted by the  
27 United States Food and Drug Administration or state or federal agencies under  
28

1 federal or state law, laws or regulations adopted by foreign governments, or  
2 under an industrywide voluntary labeling program.

3 (5) The fact that the product consists of a commodity that is packaged in a  
4 decorative or representational container where the container is part of the  
5 presentation of the product and has value that is both significant in proportion  
6 to the value of the product and independent of its function to hold the product,  
7 such as a gift combined with a container that is intended for further use after  
8 the product is consumed, or durable commemorative or promotional  
9 packages.

10 (6) An inability to increase the level of fill or to further reduce the size of the  
11 package, such as where some minimum package size is necessary to  
12 accommodate required labeling, discourage pilfering, facilitate handling, or  
13 accommodate tamper-resistant devices.

14 (7) The product container bears a reasonable relationship to the actual amount  
15 of product contained inside, and the dimensions of the actual product  
16 container, the product, or the amount of product therein is visible to the  
17 consumer at the point of sale, or where obvious secondary use packaging is  
18 involved.

19 (8) One or more of the following:

20 (A) The dimensions of the product or immediate product container are  
21 visible through the exterior packaging.

22 (B) The actual size of the product or immediate product container is  
23 clearly and conspicuously depicted on any side of the exterior  
24 packaging, excluding the bottom, accompanied by a clear and  
25 conspicuous disclosure that the depiction is the "actual size" of the  
26 product or immediate product container. If there are multiple units of  
27 the same product in a package, only one "actual size" depiction is  
28 required per same size product or immediate product container.

(C) A line or a graphic that represents the product or product fill and a  
statement communicating that the line or graphic represents the product  
or product fill such as "Fill Line," both of which are clearly and  
conspicuously depicted on exterior packaging or the immediate product  
container if visible at point of sale. If the product is subject to settling,  
the line shall represent the minimum amount of product after settling.

1 (9) The presence of any headspace within an immediate product container  
2 necessary to facilitate the mixing, adding, shaking, or dispensing of liquids or  
3 powders by consumers before use.

4 (10) The exterior packaging contains a product delivery or dosing device if  
5 the device is visible, or a clear and conspicuous depiction of the device  
6 appears on the exterior packaging, or it is readily apparent from the  
7 conspicuous exterior disclosures or the nature and name of the product that a  
8 delivery or dosing device is contained in the package.

9 (11) The exterior packaging or immediate product container is a kit that  
10 consists of a system, or multiple components, designed to produce a particular  
11 result that is not dependent upon the quantity of the contents, if the purpose  
12 of the kit is clearly and conspicuously disclosed on the exterior packaging.

13 (12) The exterior packaging of the product is routinely displayed using tester  
14 units or demonstrations to consumers in retail stores, so that customers can  
15 see the actual, immediate container of the product being sold, or a depiction  
16 of the actual size thereof before purchase.

17 (13) The exterior packaging consists of single or multiunit presentation boxes  
18 of holiday or gift packages if the purchaser can adequately determine the  
19 quantity and sizes of the immediate product container at the point of sale.

20 (14) The exterior packaging is for a combination of one purchased product,  
21 together with a free sample or gift, wherein the exterior packaging is  
22 necessarily larger than it would otherwise be due to the inclusion of the sample  
23 or gift, if the presence of both products and the quantity of each product are  
24 clearly and conspicuously disclosed on the exterior packaging.

25 (15) The exterior packaging or immediate product container encloses  
26 computer hardware or software designed to serve a particular computer  
27 function, if the particular computer function to be performed by the computer  
28 hardware or software is clearly and conspicuously disclosed on the exterior  
packaging.

(16) The mode of commerce does not allow the consumer to view or handle  
the physical container or product.

**JURISDICTION AND VENUE**

3. This class action is brought pursuant to California Code of Civil Procedure § 382. All causes of action in the instant complaint arise under California statutes.

4. This court has personal jurisdiction over Defendant, because Defendant does business within the State of California and County of Los Angeles.

5. Venue is proper in this Court because Defendant does business *inter alia* in the county of Los Angeles and a significant portion of the conduct giving rise to Plaintiff's Claims happened here.

**PARTIES**

6. Plaintiff is an individual and citizen of California, who was at all relevant times residing in Los Angeles, California.

7. Defendant is a Maine corporation whose principal place of business is located in Kennebunk, Maine.

8. At all times relevant hereto, Defendant was engaged in the manufacturing, marketing, and sale of deodorant products.

**FACTS COMMON TO ALL COUNTS**

9. Defendant manufactures, advertises, markets, sells, and distributes deodorant products throughout California and the United States under brand name "Tom's of Maine."

1           10. During the Class Period Defendant sold Tom's of Maine deodorant  
2 sticks (the "Products") which were nonfunctional slack filled.

3           11. During the Class Period Plaintiff purchased one of the Products.

4           12. Plaintiff's most recent purchase was during or about January 14, 2021.

5           13. Persons, like Plaintiff herein, have an interest in purchasing products  
6 that are not nonfunctional slack filled.  
7

8           14. By packaging the Products in nonfunctional slack filled containers  
9 Defendant impaired Plaintiff's ability to choose the type and quantity of products he  
10 chose to buy.  
11

12           15. Therefore, Plaintiff has been deprived of his legally-protected interest  
13 to obtain true and accurate information about his consumer products as required by  
14 law.  
15

16           16. As a result Plaintiff has been misled into purchasing products he would  
17 not have otherwise purchased, or into purchasing products that he otherwise would  
18 not have paid the same price for.  
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17. The following are photos taken by Plaintiff of his Product which explicitly shows the non-functional slack-fill in the Products:



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18. The following are photos taken by Plaintiff's attorney after performing destructive testing on a sample Product:



19. Plaintiff purchased Defendant's Product instead of a smaller, cheaper deodorant stick because Defendant's packaging led him to believe he was receiving more deodorant than he actually received.

20. Plaintiff would not have been able to understand that the Products contained nonfunctional empty space at the base of the product due to the thick, opaque plastic of the packaging.

21. Furthermore, due to Defendant's intentional, deceitful practice of placing the nonfunctional empty space at the bottom of the deodorant stick, Plaintiff



1 could not have known that the Products contained useless, empty space when he  
2 purchased the Products.

3 22. Plaintiff was unaware that the Products contained nonfunctional slack  
4 filled, empty space when he purchased them.  
5

6 23. Plaintiff and the Class members are not, and should not be, required to  
7 deconstruct the products they purchase to know the true contents of those products.  
8

9 24. Defendant, and not Plaintiff or the Class, knew or should have known  
10 that the Products' packaging containing nonfunctional slack filled, useless, empty  
11 space was false, deceptive, and misleading, and that Plaintiff and the Class members  
12 would not be able to tell the Products' contained nonfunctional slack filled, useless,  
13 empty space unless Defendant expressly told them.  
14

15 25. As a result of Defendants' acts and omissions outlined above, Plaintiff  
16 has suffered concrete and particularized injuries and harm, which include, but are  
17 not limited to, the following:  
18

- 19 a. Lost money;  
20  
21 b. Wasting Plaintiff's time; and  
22  
23 c. Stress, aggravation, frustration, loss of trust, loss of serenity, and  
24 loss of confidence in product packaging.

25 ///

26 ///

**CLASS ALLEGATIONS**

26. Plaintiff brings this action on behalf of himself and all others similarly situated, as a member of the proposed class (the "Class"), defined as follows:

All persons within California who purchased the Products within four years prior to the filing of this Complaint through to the date of class certification.

27. Defendant, its employees and agents are excluded from the Class. Plaintiff does not know the number of members in the Class, but believes the members number in the thousands, if not more. Thus, this matter should be certified as a Class Action to assist in the expeditious litigation of the matter.

28. The Class is so numerous that the individual joinder of all of their members is impractical. While the exact number and identities of their members are unknown to Plaintiff at this time and can only be ascertained through appropriate discovery, Plaintiff is informed and believes and thereon alleges that the Class include thousands, if not millions of members. Plaintiff alleges that the class members may be ascertained by the records maintained by Defendant.

29. This suit is properly maintainable as a class action because the Class is so numerous that joinder of their members is impractical and the disposition of their claims in the Class Action will provide substantial benefits both to the parties and the Court.

1           30. There are questions of law and fact common to the Class affecting the  
2 parties to be represented. The questions of law and fact common to the Class  
3 predominate over questions which may affect individual class members and include,  
4 but are not necessarily limited to, the following:  
5

- 6           a. Whether the Defendant intentionally, negligently, or recklessly  
7           disseminated false and misleading information by packaging the  
8           Products in nonfunctional slack filled containers;  
9  
10          b. Whether the Class members were informed of the nonfunctional  
11          slack fill contained in the Products' packaging;  
12  
13          c. Whether the Products contain nonfunctional slack fill;  
14  
15          d. Whether Defendant's conduct was unfair and deceptive;  
16  
17          e. Whether the use of nonfunctional slack filled packaging is  
18          misleading or false;  
19  
20          f. Whether there should be a tolling of the statute of limitations;  
21          and  
22          g. Whether the Class is entitled to restitution, actual damages,  
23          punitive damages, and attorney fees and costs.

24           31. As a resident of the State of California who purchased the Products,  
25 Plaintiff is asserting claims that are typical of the Class.  
26  
27  
28

1           32. Plaintiff has no interests adverse or antagonistic to the interests of the  
2 other members of the Class.

3           33. Plaintiff will fairly and adequately protect the interests of the members  
4 of the Class. Plaintiff has retained attorneys experienced in the prosecution of class  
5 actions.  
6

7           34. A class action is superior to other available methods of fair and efficient  
8 adjudication of this controversy, since individual litigation of the claims of all Class  
9 members is impracticable. Even if every Class member could afford individual  
10 litigation, the court system could not. It would be unduly burdensome to the courts  
11 in which individual litigation of numerous issues would proceed. Individualized  
12 litigation would also present the potential for varying, inconsistent or contradictory  
13 judgments and would magnify the delay and expense to all parties, and to the court  
14 system, resulting from multiple trials of the same complex factual issues. By  
15 contrast, the conduct of this action as a class action presents fewer management  
16 difficulties, conserves the resources of the parties and of the court system and  
17 protects the rights of each class member. Class treatment will also permit the  
18 adjudication of relatively small claims by many class members who could not  
19 otherwise afford to seek legal redress for the wrongs complained of herein.  
20  
21  
22  
23  
24

25           35. The prosecution of separate actions by individual members of the Class  
26 would create a risk of adjudications with respect to them that would, as a practical  
27

1 matter, be dispositive of the interests of the other class members not parties to such  
2 adjudications or that would substantially impair or impede the ability of such non-  
3 party class members to protect their interests.

4  
5 36. Plaintiff's claims and injuries are identical to the claims and injuries of  
6 all class members, because all claims and injuries of all class members are based on  
7 the same nonfunctional slack fill and same legal theory. All allegations arise from  
8 the identical, false, and misleading packaging used by Defendants.

9  
10 37. Defendants have acted or refused to act in respect generally applicable  
11 to the Class thereby making appropriate final and injunctive relief with regard to the  
12 members of the Class as a whole.

13  
14 38. The size and definition of the Class can be identified through records  
15 held by retailers carrying and reselling the Products, and by Defendant's own  
16 records.

17  
18 **FIRST CAUSE OF ACTION**  
19 **Violation of the California False Advertising Act**  
20 **(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)**

21 52. Plaintiff incorporates by reference each allegation set forth above.

22 53. Pursuant to California Business and Professions Code section 17500,  
23 *et seq.*, it is unlawful to engage in advertising "which is untrue or misleading, and  
24 which is known, or which by the exercise of reasonable care should be known, to  
25 be untrue or misleading...or...to so make or disseminate or cause to be so made or  
26 disseminated any such statement as part of a plan or scheme with the intent not to  
27 sell that personal property or those services, professional or otherwise, so

1 advertised at the price stated therein, or as so advertised.”

2 54. Defendant misled consumers by making misrepresentations about the  
3 Class Products, namely, Defendant sold the Products that were nonfunctionally  
4 slack filled, and made false representations to Plaintiff and other putative class  
5 members in order to solicit these transactions.

6 55. Specifically, Defendant nonfunctionally slack filled the opaque  
7 packages of these Products so that a gap of useless space existed at the bottom of  
8 the container.

9 56. Defendant knew that their representations and omissions were untrue  
10 and misleading, and deliberately made the aforementioned representations and  
11 omissions in order to deceive reasonable consumers like Plaintiff and other Class  
12 Members.

13 57. As a direct and proximate result of Defendant’s misrepresentations,  
14 Plaintiff and the other Class Members have suffered injury in fact and have lost  
15 money or property. Plaintiff reasonably relied upon Defendant’s representations  
16 regarding the Products, namely that the containers were full and did not contain  
17 hidden empty space. In reasonable reliance on Defendant’s misrepresentations,  
18 Plaintiff and other Class Members purchased the Products. In turn Plaintiff and  
19 other Class Members ended up with products that turned out to actually be different  
20 than advertised, and therefore Plaintiff and other Class Members have suffered  
21 injury in fact.

22 58. Plaintiff alleges that these false and misleading representations made  
23 by Defendant constitute a “scheme with the intent not to sell that personal property  
24 or those services, professional or otherwise, so advertised at the price stated  
25 therein, or as so advertised.”

26 59. Defendant knew that the Class Products did in fact contain  
27  
28

1 nonfunctional slack fill hidden at the bottom of the container.

2 60. Thus, Defendant knowingly sold Class Products to Plaintiff and other  
3 putative class members that contained nonfunctional slack fill.

4 61. The misleading and false advertising described herein presents a  
5 continuing threat to Plaintiff and the Class Members in that Defendant persists and  
6 continues to engage in these practices, and will not cease doing so unless and until  
7 forced to do so by this Court. Defendant's conduct will continue to cause  
8 irreparable injury to consumers unless enjoined or restrained. Plaintiff is entitled  
9 to preliminary and permanent injunctive relief ordering Defendant to cease their  
10 false advertising, as well as disgorgement and restitution to Plaintiff and all Class  
11 Members Defendant's revenues associated with their false advertising, or such  
12 portion of those revenues as the Court may find equitable.

13 **SECOND CAUSE OF ACTION**  
14 **Violation of Unfair Business Practices Act**  
**(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

15 62. Plaintiff incorporates by reference each allegation set forth above.

16 63. Actions for relief under the unfair competition law may be based on  
17 any business act or practice that is within the broad definition of the UCL. Such  
18 violations of the UCL occur as a result of unlawful, unfair or fraudulent business  
19 acts and practices. A plaintiff is required to provide evidence of a causal  
20 connection between a defendant's business practices and the alleged harm--that is,  
21 evidence that the defendant's conduct caused or was likely to cause substantial  
22 injury. It is insufficient for a plaintiff to show merely that the defendant's conduct  
23 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory  
24 definition of unfair competition covers any single act of misconduct, as well as  
25 ongoing misconduct.

26 **UNFAIR**

1           64. California Business & Professions Code § 17200 prohibits any “unfair  
2 ... business act or practice.” Defendant’s acts, omissions, misrepresentations, and  
3 practices as alleged herein also constitute “unfair” business acts and practices  
4 within the meaning of the UCL in that its conduct is substantially injurious to  
5 consumers, offends public policy, and is immoral, unethical, oppressive, and  
6 unscrupulous as the gravity of the conduct outweighs any alleged benefits  
7 attributable to such conduct. There were reasonably available alternatives to  
8 further Defendant’s legitimate business interests, other than the conduct described  
9 herein. Plaintiff reserves the right to allege further conduct which constitutes other  
10 unfair business acts or practices. Such conduct is ongoing and continues to this  
11 date.

12           65. In order to satisfy the “unfair” prong of the UCL, a consumer must  
13 show that the injury: (1) is substantial; (2) is not outweighed by any countervailing  
14 benefits to consumers or competition; and, (3) is not one that consumers themselves  
15 could reasonably have avoided.

16           66. Here, Defendant’s conduct has caused and continues to cause  
17 substantial injury to Plaintiff and members of the Class. Plaintiff and members of  
18 the Class have suffered injury in fact due to Defendant’s decision to sell them  
19 nonfunctionally slack filled products (Class Products). Thus, Defendant’s conduct  
20 has caused substantial injury to Plaintiff and the Class.

21           67. Moreover, Defendant’s conduct as alleged herein solely benefits  
22 Defendant while providing no benefit of any kind to any consumer. Such deception  
23 utilized by Defendant convinced Plaintiff and members of the Class that there were  
24 receiving more of the Class Products than they actually received, in order to induce  
25 them to spend money on said Class Products. In fact, knowing that Class Products,  
26 by their objective terms were nonfunctionally slack filled, unfairly profited from  
27



1 their sale, in that Defendant knew that the expected benefit that Plaintiff would  
2 receive from this feature is nonexistent, when this is typically never the case. Thus,  
3 the injury suffered by Plaintiff and the members of the Class is not outweighed by  
4 any countervailing benefits to consumers.

5 68. Finally, the injury suffered by Plaintiff and members of the Class are  
6 not an injury that these consumers could reasonably have avoided. After  
7 Defendant, falsely represented the quantity of Class Products consumers would  
8 receive, the Plaintiff and Class Members suffered injury in fact due to Defendant's  
9 sale of Class Products to them. Defendant failed to take reasonable steps to inform  
10 Plaintiff and class members that the Class Products contained nonfunctional slack  
11 fill, including intentionally hiding the empty space at the bottom of the Products'  
12 containers. As such, Defendant took advantage of Defendant's position of  
13 perceived power in order to deceive Plaintiff and the Class members to purchase  
14 products containing nonfunctional slack fill. Therefore, the injury suffered by  
15 Plaintiff and members of the Class is not an injury which these consumers could  
16 reasonably have avoided.

17 69. Thus, Defendant's conduct has violated the "unfair" prong of  
18 California Business & Professions Code § 17200.

### 19 FRAUDULENT

20 70. California Business & Professions Code § 17200 prohibits any  
21 "fraudulent ... business act or practice." In order to prevail under the "fraudulent"  
22 prong of the UCL, a consumer must allege that the fraudulent business practice  
23 was likely to deceive members of the public.

24 71. The test for "fraud" as contemplated by California Business and  
25 Professions Code § 17200 is whether the public is likely to be deceived. Unlike  
26 common law fraud, a § 17200 violation can be established even if no one was  
27

1 actually deceived, relied upon the fraudulent practice, or sustained any damage.

2 72. Here, not only were Plaintiff and the Class members likely to be  
3 deceived, but these consumers were actually deceived by Defendant. Such  
4 deception is evidenced by the fact that Plaintiff agreed to purchase Class Products  
5 under the basic assumption that they contained more deodorant than what they  
6 actually received. Plaintiff's reliance upon Defendant's deceptive statements is  
7 reasonable due to the unequal bargaining powers of Defendant and Plaintiff. For  
8 the same reason, it is likely that Defendant's fraudulent business practice would  
9 deceive other members of the public.

10 73. As explained above, Defendant deceived Plaintiff and other Class  
11 Members by nonfunctionally slack filling the Class Products.

12 74. Thus, Defendant's conduct has violated the "fraudulent" prong of  
13 California Business & Professions Code § 17200.

14 **UNLAWFUL**

15 75. California Business and Professions Code Section 17200, et seq.  
16 prohibits "any unlawful...business act or practice."

17 76. As explained above, Defendant deceived Plaintiff and other Class  
18 Members by nonfunctionally slack filling the Class Products.

19 77. Cal. Business & Professions Code § 12606(b) states in relevant part:

20 No container shall be made, formed, or filled as to be misleading.

21 A container that does not allow the consumer to fully view its  
22 contents shall be considered to be filled as to be misleading if it  
23 contains nonfunctional slack fill. Slack fill is the difference  
24 between the actual capacity of a container and the volume of  
25 product contained therein.

26 78. Defendant used nonfunctional slack fill to induce Plaintiff and Class  
27  
28

1 Members to purchase the Class Products, in violation of California Business and  
 2 Professions Code Section 17500, et seq. Had Defendant not nonfunctionally slack  
 3 filled the Class Products, Plaintiff and Class Members would not have purchased  
 4 the Class Products, or would not have paid the same amount for them. Defendant's  
 5 conduct therefore caused and continues to cause economic harm to Plaintiff and  
 6 Class Members.

7 79. These representations by Defendant are therefore an "unlawful"  
 8 business practice or act under Business and Professions Code Section 17200 *et seq.*

9 80. Defendant has thus engaged in unlawful, unfair, and fraudulent  
 10 business acts entitling Plaintiff and Class Members to judgment and equitable relief  
 11 against Defendant, as set forth in the Prayer for Relief. Additionally, pursuant to  
 12 Business and Professions Code section 17203, Plaintiff and Class Members seek  
 13 an order requiring Defendant to immediately cease such acts of unlawful, unfair,  
 14 and fraudulent business practices and requiring Defendant to correct its actions.

#### 15 MISCELLANEOUS

16 81. Plaintiff and Class Members allege that they have fully complied with  
 17 all contractual and other legal obligations and fully complied with all conditions  
 18 precedent to bringing this action or all such obligations or conditions are excused.  
 19

#### 20 REQUEST FOR JURY TRIAL

21 82. Plaintiff requests a trial by jury as to all claims so triable.

#### 22 PRAYER FOR RELIEF

23 83. Plaintiff, on behalf of himself and the Class, requests the following  
 24 relief:

- 25 (a) An order certifying the Class and appointing Plaintiff as
- 26 Representative of the Class;
- 27 (a) An order certifying the undersigned counsel as Class Counsel;

- 1 (b) An order requiring Defendant, at its own cost, to notify all Class  
2 Members of the unlawful and deceptive conduct herein;  
3 (c) An order requiring Defendant to engage in corrective  
4 advertising regarding the conduct discussed above;  
5 (d) Actual damages suffered by Plaintiff and Class Members as  
6 applicable or full restitution of all funds acquired from Plaintiff  
7 and Class Members from the sale of misbranded Class Products  
8 during the relevant class period;  
9 (e) Punitive damages, as allowable, in an amount determined by the  
10 Court or jury;  
11 (f) Any and all statutory enhanced damages;  
12 (g) All reasonable and necessary attorneys' fees and costs provided  
13 by statute, common law or the Court's inherent power;  
14 (h) Pre- and post-judgment interest; and  
15 (i) All other relief, general or special, legal and equitable, to which  
16 Plaintiff and Class Members may be justly entitled as deemed  
17 by the Court.

18  
19 Dated: February 25, 2021

Respectfully submitted,

20 LAW OFFICES OF TODD M. FRIEDMAN, PC

21  
22 By: 

23 TODD M. FRIEDMAN, ESQ.

24 Attorney for Plaintiff  
25  
26  
27

**COPY**

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Todd M. Friedman, Esq. SBN 216752</b> Law Offices of Todd M. Friedman 21550 Oxnard St., Suite 780 Woodland Hills, CA 91367 TELEPHONE NO.: 323-306-4234 FAX NO.: 866-633-0228 ATTORNEY FOR (Name):		<b>FOR COURT USE ONLY</b>  SUPERIOR COURT OF CALIFORNIA ORIGINAL FILED Superior Court of California County of Los Angeles  <b>FEB 25 2021</b>  Terri R. Carter, Executive Officer/Clerk Rita Narayan, Deputy
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b> STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		
CASE NAME: <b>Perry Bruno v. Tom's of Maine, Inc.</b>		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less) <b>Complex Case Designation</b> <input checked="" type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: <b>21STCV07787</b>  JUDGE:  DEPT:

Items 1–6 below must be completed (see instructions on page 2).

<b>1. Check one box below for the case type that best describes this case:</b>		
<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |                                                                                                                                |                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Large number of separately represented parties                                                     | d. <input type="checkbox"/> Large number of witnesses                                                                                                      |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence                                                         | f. <input type="checkbox"/> Substantial postjudgment judicial supervision                                                                                  |
3. Remedies sought (check all that apply): a. ☒ monetary    b. ☒ nonmonetary; declaratory or injunctive relief    c. ☒ punitive
4. Number of causes of action (specify): 2
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 25, 2021

Todd M. Friedman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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