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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CALLIE GREEN, on behalf of herself, all others similarly situated, and the general public,

Plaintiff,

v.

ABBOTT LABORATORIES,

Defendant.

Case No: 22-cv-3930

CLASS ACTION

COMPLAINT FOR VIOLATIONS OF:

CAL. CIV. CODE §§ 1750 *ET SEQ.*;

CAL. BUS. & PROF. CODE §§17500 *ET SEQ.*;

CAL. BUS. & PROF. CODE §§17200 *ET SEQ.*;

FOR BREACH OF EXPRESS & IMPLIED WARRANTIES;

FOR INTENTIONAL & NEGLIGENT MISREPRESENTATION; AND

UNJUST ENRICHMENT.

DEMAND FOR JURY TRIAL

Plaintiff Callie Green, on behalf of herself, all others similarly situated, and the general public, by and through her undersigned counsel, brings this action against Abbott Laboratories ("Abbott") and alleges the following upon her own personal knowledge or, where she lacks personal knowledge, upon information and belief, including the investigation of her counsel.

SUMMARY OF CASE

1. Abbott is the manufacturer and seller of various powdered Similac Infant Formulas, which it represents make a certain number of bottles (the "Similac Powder Formulas"[1]). However, following the instructions on the label results in fewer bottles than Abbott promises, short-selling the consumer.

2. For example, the 30.8 oz. Similac Pro-Advance Infant Formula label says that "1 SimplePac = 59 [4 fl oz] bottles." That representation is false, however, because following the back-label "MIXING GUIDE," which explains how to make a "Finished bottle" containing "4 fl oz," yields only 53.23 4-oz. bottles—not 59 (almost a 10% difference).

3. Plaintiff brings this action to enjoin Abbott from continuing to falsely advertise the Similac Powder Formulas in this manner, and to recover restitution and damages for herself and other purchasers.

JURISDICTION & VENUE

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2)(A), the Class Action Fairness Act, because the matter in controversy exceeds the sum or value of $5,000,000 exclusive of interest and costs, and at least one member of the class of plaintiffs is a citizen of a state different from Abbott. In addition, more than two-thirds of the members of the class reside in states other than the state in which Abbott is a citizen and in which this case is filed, and therefore any exceptions to jurisdiction under 28 U.S.C. § 1332(d) do not apply.

5. The Court has personal jurisdiction over Abbott pursuant to Cal. Code Civ. P. § 410.10, as a result of Abbott's substantial, continuous and systematic contacts with the state and because Abbott has purposely availed itself of the benefits and privileges of conducting business activities within the state, including by distributing and selling the Similac Powder Formulas in California.

[1] These include at least the following Similac sub-brands: (i) Pro-Advance, (ii) Pro-Total Comfort, (iii) Pro-Sensitive, (iv) Advance OptiGRO, (v) Sensitive OptiGRO, (vi) For Spit-Up In Healthy Infants OptiGRO, (vii) Organic, (viii) Organic Gentle with A2 Milk, (ix) NeoSure OptiGRO, (x) Soy Isomil OptiGRO, (xi) Alimentum, and (xii) Pure Bliss Infant Formula with Iron.

6. Venue is proper in this Northern District of California pursuant to 28 U.S.C. § 1391(b) and (c), because Abbott resides (*i.e.*, is subject to personal jurisdiction) in this district, and a substantial part of the events or omissions giving rise to the claims occurred in this district.

DIVISIONAL ASSIGNMENT

7. This civil action arises out of the acts and omissions of Defendants, which occurred in Contra Costa County. Pursuant to Civil Local Rule 3-2(c), (d), this action is correctly assigned to the San Francisco or Oakland Division.

PARTIES

8. Plaintiff Callie Green is a resident of San Pablo, California.

9. Defendant Abbott is an Illinois corporation with its principal place of business in Abbot Park, Illinois.

FACTS

10. Abbott is one of the world's largest manufacturers of infant formula. Its Similac Powder Formulas are some of the bestselling infant formulas in the world. Abbot describes Similac as "the #1 infant formula brand chosen by parents."[2]

11. Abbott manufactures, markets, and sells the Similac Powder Formulas in varying container sizes, as set forth below in Table 1. The Similac Powder Formulas are not ready-to-use; instead, the purchaser must first mix with water, using an enclosed scoop provided by Abbott and following specific directions on the label, before feeding to an infant.

12. On each package of Similac Powder Formula, Abbott claims the product makes a certain number of bottles of prepared formula. These statements are false or misleading because—given the dilution instructions set forth on the back panel of each Similac Powder Formula—the number of bottles Abbott represents each product makes is not what each product actually makes when mixed with water according to Abbott's own instructions, and thus the value is not what Abbott represents.

13. An example of the challenged Similac Powder Formulas' packaging is shown below.

[2] *See* Similac Pro-Advance Infant Formula, *available at* https://tinyurl.com/4n55mtzj.

14. As shown, a 20.6 oz. container of Similac Pro-Advance promises to make "37 [4 fl oz] Bottles." The on-label "MIXING GUIDE" says to "measure water" in the amount of "4 fl oz" and "add [2 scoops] of unpacked level powder using the enclosed scoop" to make a "Finished Bottle" of "4 fl oz." Contrary to Abbott's representation, following these instructions yields only ***33.95*** 4-ounce bottles, not 37. Thus, consumers can make only approximately 91% of the bottles Abbott promised.

15. Abbott consistently employs this misleading practice across the challenged products. As shown below in Table 1, each Similac Powder Formula makes fewer bottles than Abbott represents, making them underfilled by between 4.06% and 10.33%.

Package Size	Bottles Promised	Mixing Instructions (Scoops & Total Grams of Powder)	Bottles Made Following Instructions	Percent Underfilled
Pro-Advance (Version 1)				
34 oz (964g)	63 (4 oz. bottles)	2 scoops = 16.4g	58.78 (4 oz. bottles)	6.70%
30.8 oz (873 g)	59 (4 oz. bottles)	2 scoops = 16.4g	53.23 (4 oz. bottles)	9.78%
Pro-Advance (Version 2)				
3-pack of 36 oz (1.02 kg)	65 (4 oz. bottles)	2 scoops = 17.2g	59.30 (4 oz. bottles)	8.77%
34 oz (964g)	62 (4 oz. bottles)	2 scoops = 17.2g	56.05 (4 oz. bottles)	9.60%
23.2 oz (658 g)	42 (4 oz. bottles)	2 scoops = 17.2g	38.26 (4 oz. bottles)	8.90%
20.6 oz (584 g)	37 (4 oz. bottles)	2 scoops = 17.2g	33.95 (4 oz. bottles)	8.24%
Pro-Total Comfort				
3-pack of 36 oz (1.02 kg)	66 (4 oz. bottles) per pack	2 scoops = 16.8g	59.64 (4 oz. bottles) per pack	9.64%
34 oz (964 g)	64 (4 oz. bottles)	2 scoops = 16.8g	57.39 (4 oz. bottles)	10.33%
29.8 oz (845 g)	56 (4 oz. bottles)	2 scoops = 16.8g	50.30 (4 oz. bottles)	10.18%
22.5 oz (638 g)	42 (4 oz. bottles)	2 scoops = 16.8g	37.98 (4 oz. bottles)	9.57
20.1 oz (570 g)	36 (4 oz. bottles)	2 scoops = 16.8g	33.93 (4 oz. bottles)	5.75%
Pro-Sensitive (Version 1)				
3-pack of 34.9 oz. (989 g)	66 (4 oz. bottles)	2 scoops = 16.6g	59.59 (4 oz. bottles)	9.71%
34 oz (964 g)	64 (4 oz. bottles)	2 scoops = 16.6g	58.07 (4 oz. bottles)	4.80%
22.5 oz (638 g)	42 (4 oz. bottles)	2 scoops = 16.6g	38.43 (4 oz. bottles)	8.50%
Pro-Sensitive (Version 2)				
29.8 oz (845 g)	53 (4 oz. bottles)	2 scoops = 17.6g	48.01 (4 oz. bottles)	9.42%
20.1 oz. (570 g)	36 (4 oz. bottles)	2 scoops = 17.6g	32.39 (4 oz. bottles)	10.03%
Advance OptiGRO				
30.8 oz (873 g)	58 (4 oz. bottles)	2 scoops = 16.6g	52.59 (4 oz. bottles)	9.33%
23.2 oz (658 g)	44 (4 oz. bottles)	2 scoops = 16.6g	39.64 (4 oz. bottles)	9.91%
Sensitive OptiGRO				
34 oz (964 g)	64 (4 oz. bottles)	2 scoops = 16.6g	58.07 (4 oz. bottles)	9.27%
29.8 oz (845 g)	56 (4 oz. bottles)	2 scoops = 16.6g	50.90 (4 oz. bottles)	9.12%
22.5 oz (638 g)	28 (4 oz. bottles)	2 scoops = 16.6g	38.43 (4 oz. bottles)	8.50%

Package Size	Bottles Promised	Mixing Instructions (Scoops & Total Grams of Powder)	Bottles Made Following Instructions	Percent Underfilled
For SPIT-UP in Healthy Infants OptiGRO				
22.5 oz (638 g)	42 (4 oz. bottles)	2 scoops = 16.6g	38.43 (4 oz. bottles)	8.50%
12 oz (340 g)	22 (4 oz. bottles)	2 scoops = 16.6g	20.48 (4 oz. bottles)	6.91%
NeoSure OptiGRO				
22.8 oz (646 g)	37 (4 oz. bottles)	2 scoops = 19.2g	33.65 (4 oz. bottles)	9.05%
13.1 oz (371 g)	21 (4 oz. bottles)	2 scoops = 19.2g	19.32 (4 oz. bottles)	8.00%
Soy Isomil OptiGRO				
30.8 oz (873 g)	55 (4 oz. bottles)	2 scoops = 17.6g	49.60 (4 oz. bottles)	9.82%
12.4 oz (352 g)	22 (4 oz. bottles)	2 scoops = 17.6g	20 (4 oz. bottles)	9.09%
Organic				
23.2 oz (658 g)	42 (4 oz. bottles)	2 scoops = 17.2g	38.26 (4 oz. bottles)	8.90%
Organic Gentle with A2 Milk				
23.2 oz (658 g)	42 (4 oz. bottles)	2 scoops = 17.2g	38.26 (4 oz. bottles)	8.90%
Alimentum				
19.8 oz (561 g)	34 (4 oz. bottles)	2 scoops = 17.2g	32.62 (4 oz. bottles)	4.06%
12.1 oz (343 g)	21 (4 oz. bottles)	2 scoops = 17.2g	19.94 (4 oz. bottles)	5.05%
Pure Bliss Infant Formula with Iron				
31.8 oz (900 g)	60 (4 oz. bottles)	2 scoops = 16.6g	54.22 (4 oz. bottles)	9.63%

16. Because the Similac Powder Formulas are typically used over the course of several days or weeks, consumers are unlikely to notice the discrepancy through normal use of the Similac Powder Formulas.

17. Additionally, some of the larger packages of Similac Powder Formula also promise to make a certain number of additional bottles as compared to the smaller sized versions of the same type of powder formula. These statements are false or at least highly misleading because following the dilution instructions set forth on the back panel of each Similac Powder Formula, those larger packages do not yield the promised number of additional prepared bottles of formula. Thus, the value is not what Abbott represents.

18. For example, Abbott claims its 30.8 oz package of Similac Soy Isomil OptiGRO "MAKES 33 MORE 4 fl oz [bottles]" "VS SIMILAC SOY ISOMIL 12.4 OZ POWDER." Following the dilution instructions set forth on the back panel, however, the additional powder provided in the 30.8 oz package—

521 grams—yields only ***29.60*** additional bottles as compared to the 12.4 oz package, more than 10% less than the promised 33 additional bottles. Thus, the value is not what Abbot represents.

19. These statements include at least the following:

a. Similac Pro-Advance—30.8 oz

- "OVER 30% MORE! . . . vs Similac Pro-Advance 1.45 lb Powder Formula"
- "Makes 13 More 4 fl oz [bottles]"

b. Similac Pro-Advance—3-pack of 36 oz

- "OVER 50% MORE! . . . vs Similac Pro-Advance 1.45 lb Powder Formula"
- "Makes 23 More 4 fl oz [bottles]"

c. Similac Pro-Total Comfort—3-pack of 36 oz

- "OVER 60% MORE! . . . vs Similac Pro-Total Comfort 1.41 lb Powder"
- "Makes 24 More 4 fl oz [bottles]"

d. Similac Pro-Total Comfort—29.8 oz

- "OVER 30% MORE … vs Similac Pro-Total Comfort 1.41 lb Powder"
- "Makes 12 More 4 fl oz [bottles]"

e. Similac Pro-Sensitive—3-pack of 34.9 oz

- "OVER 55% MORE! . . . vs Similac Pro-Sensitive 1.41 lb Formula"
- "Makes 22 More 4 fl oz [bottles]"

f. Similac Pro-Sensitive—34 oz

- "OVER 50% MORE! . . . vs Similac Pro-Sensitive 1.41 lb Formula"
- "Makes 20 More 4 fl oz [bottles]"

g. Similac Pro-Sensitive—29.8 oz

- "OVER 30% MORE! . . . vs Similac Pro-Sensitive 1.41 lb Formula"
- "Makes 12 More 4 fl oz [bottles]"

h. Similac Advance OptiGRO—30.8 oz

- "OVER 30% MORE! . . . vs Iur 1.41 lb Powder Formula"
- "Makes 13 More 4 fl oz [bottles]"

i. Similac Sensitive OptiGRO—34 oz

- "OVER 50% MORE! . . . vs Our 1.41 lb Powder Formula"
- "Makes 20 More 4 fl oz [bottles]"

j. Similac Sensitive OptiGRO—29.8 oz

- "OVER 30% MORE! . . . vs Our 1.41 lb Powder Formula"
- "Makes 12 More 4 fl oz [bottles]"

k. Similac NeoSure OptiGRO—22.8 oz

- "OVER 70% MORE! . . . vs Our 13.1 oz Neosure Formula"
- "Makes 16 More 4 fl oz [bottles]"

l. Similac Soy Isomil OptoGRO—30.8 oz

- "OVER 145% MORE! . . . vs Similac Soy Isomil 12.4 oz Powder""
- "Makes 33 More 4 fl oz [bottles]"

PLAINTIFF'S PURCHASE, RELIANCE, AND INJURY

20. Beginning in approximately January 2020 through approximately January 2021, Plaintiff Callie Green purchased on several occasions Similac Pro-Advance and Similar Pro-Sensitive in packaging bearing the challenged bottle representations, from Target and Walmart in Richmond, CA. In purchasing Similac Pro-Advance and Similar Pro-Sensitive, Plaintiff relied on statements on the products' labels representing the number of bottles the containers would make.

21. Those representations were false, however, and had the capacity, tendency, and likelihood to confuse or confound Plaintiff and other consumers acting reasonably because, as described herein, the Similac Powder Formulas *do not* yield the number of bottles promised when following the preparation instructions provided and set forth on the product's back label.

22. By representing the number of bottles Plaintiff was supposedly buying, Abbott implicitly also represented the product's value to Plaintiff. That representation, however, was false because, based on Abbott's preparation instructions, the Similac Powder Formulas were under-filled, such that Plaintiff received a different and substantially lesser value—one with a higher cost—than Abbott represented. Accordingly, Plaintiff did not obtain the benefit of her bargain and her expectations were not met.

23. In addition, Plaintiff paid substantially more than the market value represented by the price

she and Abbott bargained for. Like other consumer Class members, Plaintiff bargained with Abbott on a particular market value for a certain number of bottles of infant formula made by mixing the powder with water as instructed. But because Abbott only delivered a portion of those bottles, Plaintiff paid a price-per-bottle that was significantly higher than reflected in the market price to which she and Abbott agreed, and received an amount of bottles that was lower than Abbott promised. For these reasons, the Powder Formulas Plaintiff purchased were worth less than what she paid for them.

24. By falsely representing the number of bottles provided, and thereby the products' value, Abbott obtained enhanced negotiating leverage allowing it to command a price Plaintiff and other Class members would not have paid had they been fully informed.

25. The Similac Powder Formulas cost more than similar products without misleading labeling, and would have cost less absent the false and misleading statements complained of herein.

26. Absent the false and misleading labeling complained of herein, Plaintiff and other Class members would only have been willing to pay less for the Similac Powder Formulas.

27. By use of its misleading labeling, Abbott created increased marketplace demand for the Similac Powder Formulas, and increased its market share relative to what its demand and share would have been had Abbott labeled the Similac Powder Formulas truthfully.

28. Plaintiff and other Class members lost money as a result of Abbott's deceptive claims and practices in that they did not receive what they paid for when purchasing the Similac Powder Formulas, which were underfilled. Plaintiff and other Class members detrimentally altered their position and suffered damages in an amount of the under-filled portion of their Similac Powder Formula purchases.

29. Because infant formula is usually only needed for the first year of a child's life, after which many consumers will no longer be in the market for the Similac Powder Formulas, Abbott's conduct is capable of repetition yet evading review.

30. The duration of the harm to Plaintiff and other Class members is too short to be fully litigated before the harm ceases and there is a reasonable expectation that the harm will occur again if Abbott remains free to market the Similac Powder Formulas as capable of making more bottles than each package actually makes when following the on-label instructions for preparing formula.

31. Without prospective injunctive relief requiring Abbott to label the products in a truthful

manner, consumers will be unable to determine whether a future label bearing similar claims is valid, or whether Abbott has simply resumed misleading behavior, and thus will be unable to decide, fully informed, how best to spend their money.

32. Plaintiff continues to regularly shop at stores where the Similac Powder Formulas are sold. The continued use of the challenged claims on the products labeling threatens to repeatedly infringe upon Plaintiff's substantive rights, under California's consumer protection statutes, to be free from fraud in the marketplace.

33. Plaintiff's legal remedies are inadequate to prevent these future injuries.

CLASS ACTION ALLEGATIONS

34. While reserving the right to redefine or amend the class definition prior to seeking class certification, pursuant to Federal Rule of Civil Procedure 23, Plaintiff seeks to represent a Class of all persons who, on or after July 5, 2018 (the "Class Period"), purchased in California for personal or household use and not for resale or distribution, Similac Powder Formulas in packaging whose label stated that the product makes any specified number of bottles.

35. The members in the proposed Class are so numerous that individual joinder of all members is impracticable, and the disposition of the claims of all Class members in a single action will provide substantial benefits to the parties and Court.

36. Questions of law and fact common to Plaintiff and the Class include:

a. whether mixing according to the instructions on the back label of the Similac Powder Formulas yields the specified number of bottles promised on the label;

b. whether "1 SimplePac [or Can] = [#] 4 fl oz [bottles]" is material;

c. whether a reasonable consumer believes that "1 SimplePac [or Can] = [#] 4 fl oz [bottles]" means the product will make the number of bottles stated when following the back label mixing instructions;

d. whether Abbott's conduct violates public policy;

e. whether the gravity of the harm caused by Abbott's conduct outweighs its utility;

f. the proper amount of damages, including punitive damages;

g. the proper amount of restitution;

h. the proper scope of injunctive relief, including corrective advertising and recall from the marketplace; and

i. the proper amount of attorneys' fees.

37. These common questions of law and fact predominate over questions that affect only individual Class members.

38. Plaintiff's claims are typical of Class members' claims because they are based on the same underlying facts, events, and circumstances relating to Abbott's conduct. Specifically, all Class members, including Plaintiff, were subjected to the same misleading, deceptive, and unfair conduct when they purchased the Similac Powder Formulas, and suffered economic injury because the products are misrepresented and underfilled in the same manner. Absent Abbott's business practice of deceptively and unlawfully labeling the Similac Powder Formulas, and unfairly underfilling them, Plaintiff and other Class members would have paid less for the Similac Powder Formulas.

39. Plaintiff will fairly and adequately represent and protect the interests of the Class, has no interests incompatible with the interests of the Class, and has retained counsel competent and experienced in class action litigation, and specifically in litigation involving false and misleading advertising.

40. Class treatment is superior to other options for resolution of the controversy because the relief sought for each Class member is small, such that, absent representative litigation, it would be infeasible for Class members to redress the wrongs done to them.

41. Abbott has acted on grounds applicable to the Class, thereby making appropriate final injunctive and declaratory relief concerning the Class as a whole.

42. As a result of the foregoing, class treatment is appropriate under Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3). In addition, it may be appropriate, pursuant to Fed. R. Civ. P. 23(c)(4), to maintain this action as a class action with respect to particular issues.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Violations of the California Consumers Legal Remedies Act ("CLRA"), Cal. Civ. Code §§ 1750 *et seq.*

43. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.

44. The CLRA prohibits deceptive practices in connection with the conduct of a business that provides goods, property, or services primarily for personal, family, or household purposes.

45. Abbott's false and misleading labeling and other policies, acts, and practices described herein were designed to, and did, induce the purchase and use of Abbott's Similac Powder Formulas for personal, family, or household purposes by Plaintiff and other Class members, and violated and continue to violate at least the following sections of the CLRA:

a. § 1770(a)(5): Representing that goods or services have characteristics, ingredients, uses, benefits, or quantities which they do not have;

b. § 1770(a)(7): Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;

c. § 1770(a)(9): Advertising goods with intent not to sell them as advertised; and

d. § 1770(a)(16): Representing the subject of a transaction has been supplied in accordance with a previous representation when it has not.

46. Abbott profited from its sales of the falsely, deceptively, and unlawfully advertised Similac Powder Formulas to unwary consumers.

47. Abbott's wrongful business practices regarding the Similac Powder Formulas constituted, and constitute, a continuing course of conduct in violation of the CLRA.

48. Pursuant to California Civil Code § 1782, more than 30 days before filing this lawsuit, Plaintiff sent written notice of her claims and Abbott's particular violations of the Act to Abbott by certified mail, return receipt requested, but Abbott has failed to implement remedial measures.

49. As a result, Plaintiff and the Class have suffered harm, and therefore seek (a) actual damages resulting from purchases of the Similac Powder Formulas sold throughout the Class Period to all Class Members, (b) punitive damages, (c) injunctive relief in the form of modified advertising and a corrective advertising plan, (d) restitution, and (e) attorneys' fees and costs. *See* Cal. Civ. Code § 1782(d).

50. In compliance with Cal. Civ. Code § 1782(d), an affidavit of venue is filed concurrently herewith.

51. Because these claims are subject to a three-year statute of limitations, while Plaintiff's claims for restitution under the UCL are subject to a four-year statute of limitations, and because Plaintiff's claims

under the UCL's "unfair" and "unlawful" prongs are subject to different elements and standards, Plaintiff's legal remedies under the CLRA are inadequate to fully compensate Plaintiff for all of Abbott's challenged behavior.

SECOND CAUSE OF ACTION

Violations of the False Advertising Law ("FAL"), Cal. Bus. & Prof. Code §§ 17500 *et seq.*

52. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.

53. Under the FAL, "[i]t is unlawful for any person, firm, corporation or association, or any employee thereof with intent directly or indirectly to dispose of real or personal property or to perform services" to disseminate any statement "which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading." Cal. Bus. & Prof. Code § 17500.

54. As alleged herein, the advertisements, labeling, policies, acts, and practices of Abbott relating to its Similac Powder Formulas misled consumers acting reasonably as to the amount of bottles on could make following the directions for mixing.

55. Plaintiff suffered injury in fact as a result of Abbott's actions as set forth herein because Plaintiff purchased Similac Powder Formulas in reliance on Abbott's false and misleading marketing claims that the products "=" a specified number of bottles, when following the instructions on the back panel, as instructed and advertised by Abbott.

56. Abbott's business practices as alleged herein constitute unfair, deceptive, untrue, and misleading advertising pursuant to the FAL because Abbott has advertised the Similac Powder Formulas in a manner that is untrue and misleading, which Abbott knew or reasonably should have known.

57. Abbott profited from its sales of the falsely and deceptively advertised Similac Powder Formulas to unwary consumers.

58. As a result, pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff and the Class are entitled to injunctive and equitable relief and restitution.

59. Because the Court has broad discretion to award restitution under the FAL and could, when assessing restitution under the FAL, apply a standard different than that applied to assessing damages under the CLRA or commercial code (for Plaintiff's breach of warranty claims), and restitution is not limited to

returning to Plaintiff and Class members monies in which they have an interest, but more broadly serves to deter the offender and others from future violations, the legal remedies available under the CLRA and commercial code are more limited than the equitable remedies available under the FAL, and are therefore inadequate. Moreover, Plaintiff challenges more labeling statements as violating the FAL than they do as breaching Abbott's warranties, such that her legal remedies under the commercial code are inadequate

THIRD CAUSE OF ACTION

Violations of the Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200 *et seq.*

60. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.

61. The UCL prohibits any "unlawful, unfair or fraudulent business act or practice." Cal. Bus. & Prof. Code § 17200.

62. The acts, omissions, misrepresentations, practices, and non-disclosures of Abbott as alleged herein constitute business acts and practices.

Fraudulent Prong

63. A statement or practice is fraudulent under the UCL if it is likely to deceive the public, applying a reasonable consumer test.

64. As set forth herein, the Abbott's labeling claims relating to the number of bottles Similac Powder Formulas make and the value they represent are likely to deceive reasonable consumers and the public.

Unlawful Prong

65. The acts alleged herein are "unlawful" under the UCL in that they violate at least the CLRA and FAL.

66. Because Plaintiff's claims under the "unlawful" prong of the UCL have a longer statute of limitations and sweep more broadly than her claims under the FAL, CLRA, Plaintiff's legal remedies are inadequate to fully compensate her for all of Abbott's challenged behavior.

Unfair Prong

67. Abbott's conduct with respect to the manufacturing, labeling, advertising, and sale of the Similac Powder Formulas is unfair because Abbott's conduct was immoral, unethical, unscrupulous, or

substantially injurious to consumers and the utility of its conduct, if any, does not outweigh the gravity of the harm to its victims.

68. Abbott's conduct with respect to the manufacturing, labeling, advertising, and sale of the Similac Powder Formulas was also unfair because it violated public policy as declared by specific constitutional, statutory or regulatory provisions, including but not limited to the False Advertising Law.

69. Abbott's conduct with respect to the manufacturing, labeling, advertising, and sale of the Similac Powder Formulas was also unfair because the consumer injury was substantial, not outweighed by benefits to consumers or competition, and not one consumers themselves could reasonably have avoided.

70. Because Plaintiff's claims under the "unfair" prong of the UCL have a longer statute of limitations and sweep more broadly than her claims under the FAL, CLRA, or UCL's "fraudulent" prong, Plaintiff's legal remedies are inadequate to fully compensate Plaintiff for all of Abbott's challenged behavior.

* * *

71. Abbott profited from its sale of the falsely, deceptively, and unlawfully advertised Similac Powder Formulas to unwary consumers.

72. Plaintiff and other Class Members are likely to be damaged by Abbott's deceptive trade practices, as Abbott continues to disseminate, and is otherwise free to continue to disseminate false and misleading information. Thus, injunctive relief enjoining its deceptive practices is proper.

73. Abbott's conduct caused and continues to cause substantial injury to Plaintiff and the other Class Members, who have suffered injury in fact as a result of Abbott's fraudulent, unlawful, and unfair conduct.

74. In accordance with Bus. & Prof. Code § 17203, Plaintiff, on behalf of herself, the Class, and the general public, seeks an order enjoining Abbott from continuing to conduct business through unlawful, unfair, and/or fraudulent acts and practices, and to commence a corrective advertising campaign.

75. Plaintiff, on behalf of herself and the Class also seeks an order for the restitution of all monies from the sale of the Similac Powder Formulas that Abbott unjustly acquired through acts of unlawful competition.

FOURTH CAUSE OF ACTION

Breach of Express Warranty, Cal. Com. Code § 2313(1)

76. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.

77. Through the Similac Powder Formula labels, Abbott made affirmations of fact or promises, or description of goods, that, *inter alia*, the products make a certain number of bottles (or a certain number of additional bottles as compared to a smaller package of the same product) when following the preparation instructions provided. These representations were part of the basis of the bargain, in that Plaintiff and the Class purchased the Similac Powder Formulas in reasonable reliance on those statements. Cal. Com. Code § 2313(1).

78. Abbott breached its express warranties by selling Similac Powder Formulas that do not make the total number of bottles promised and do not make the promised number of additional bottles when compared to smaller packages of the same product.

79. That breach actually and proximately caused injury in the form of the lost purchase price, or some portion thereof, that Plaintiff and Class members paid for the Similac Powder Formulas.

80. Plaintiff gave Abbott notice of the breach prior to filing the lawsuit, but Abbott failed to remedy the breach.

81. As a result, Plaintiff seeks, on behalf of herself and the Class, actual damages arising as a result of Abbott's breaches of express warranty, including without limitation, their expectation damages.

82. Because the UCL and FAL apply to a broader set of business practices than the California Commercial Code, Plaintiff's legal remedies under the Commercial Code are inadequate to fully address all of Abbott's challenged behavior.

FIFTH CAUSE OF ACTION

Breach of Implied Warranty of Merchantability, Cal. Com. Code § 2314

83. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.

84. Abbott, through its acts set forth herein, in the sale, marketing, and promotion of the Similac Powder Formulas, made representations to Plaintiff and the Class that, among other things, the products yield

the number of bottles promised when prepared according to the instructions provided.

85. Abbott is a merchant with respect to the goods of this kind which were sold to Plaintiff and the Class, and there was, in the sale to Plaintiff and other consumers, an implied warranty that those goods were merchantable.

86. However, Abbott breached that implied warranty in that the Similac Powder Formulas do not make the number of bottles promised.

87. As an actual and proximate result of Abbott's conduct, Plaintiff and other Class members did not receive goods as impliedly warranted by Abbott to be merchantable in that they did not conform to promises and affirmations made on the container or label of the goods.

88. Plaintiff gave Abbott notice of the breach prior to filing the lawsuit, but Abbott failed to remedy the breach.

89. Plaintiff and the Class have sustained damages as a proximate result of the foregoing breach of implied warranty in the amount of the Similac Powder Formulas' purchase prices, or some portion thereof.

90. Because the UCL and FAL apply to a broader set of business practices than the California Commercial Code, Plaintiff's legal remedies under the Commercial Code are inadequate to fully address all of Abbott's challenged behavior.

SIXTH CAUSE OF ACTION

Intentional Misrepresentation

91. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.

92. Abbott marketed the Similac Powder Formulas in a manner indicating that they contain enough powdered formula to make a specific number of bottles. However, the Similac Powder Formulas cannot make the represented number of bottles. Therefore, Abbott has made misrepresentations about the Similac Powder Formulas.

93. Abbott's misrepresentations regarding the Similac Powder Formulas are material to a reasonable consumer because they relate to the number of bottles the consumer is receiving and paying for. A reasonable consumer would attach importance to such representations and would be induced to act thereon in making purchase decisions.

94. At all relevant times when such misrepresentations were made Abbott knew that the representations were misleading, or has acted recklessly in making the representations, without regard to the truth.

95. Abbott intends that Plaintiff and other consumers rely on these representations, as evidenced by the intentional and conspicuous placement of the misleading representations on the Similac Powder Formulas' packaging by Abbott.

96. Plaintiff and members of the Class have reasonably and justifiably relied on Abbott's intentional misrepresentations when purchasing the Similac Powder Formulas, and had the correct facts been known, would not have purchased them at the prices at which they were offered.

97. Therefore, as a direct and proximate result of Abbott's intentional misrepresentations, Plaintiff and members of the Class have suffered economic losses and other general and specific damages, in the amount of the Similac Powder Formulas' purchase prices, or some portion thereof, and any interest that would have accrued on those monies, all in an amount to be proven at trial.

SEVENTH CAUSE OF ACTION

Negligent Misrepresentation

98. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.

99. Abbott marketed the Similac Powder Formulas in a manner indicating that they contain enough powdered formula to make a specific number of bottles. However, the Similac Powder Formulas cannot make the represented number of bottles. Therefore, Abbott has made misrepresentations about the Similac Powder Formulas.

100. Abbott's misrepresentations regarding the Similac Powder Formulas are material to a reasonable consumer because they relate to the number of bottles the consumer is receiving and paying for. A reasonable consumer would attach importance to such representations and would be induced to act thereon in making purchase decisions.

101. At all relevant times when such misrepresentations were made, Abbott knew or had been negligent in not knowing that the Similac Powder Formulas did not contain enough powdered formula to make the promised number of bottles. Abbott had no reasonable grounds for believing its misrepresentations

were not false and misleading.

102. Abbott intends that Plaintiff and other consumers rely on these representations, as evidenced by the intentional and conspicuous placement of the misleading representations on the Similac Powder Formulas' packaging by Abbott.

103. Plaintiff and members of the Class have reasonably and justifiably relied on Abbott's intentional misrepresentations when purchasing the Similac Powder Formulas, and had the correct facts been known, would not have purchased them at the prices at which they were offered.

104. Therefore, as a direct and proximate result of Abbott's negligent misrepresentations, Plaintiff and members of the Class have suffered economic losses and other general and specific damages, in the amount of the Similac Powder Formulas' purchase prices, or some portion thereof, and any interest that would have accrued on those monies, all in an amount to be proven at trial.

EIGHTH CAUSE OF ACTION

Unjust Enrichment

105. Plaintiff incorporates by reference the allegations of the preceding paragraphs, as though fully set forth herein.

106. By its wrongful acts described herein, Abbott was unjustly enriched at the expense of Plaintiff and other Class members.

107. It would be inequitable for Abbott to retain the profits, benefits, and other compensation obtained from its wrongful conduct.

108. Plaintiff, on behalf of herself and other Class members, seeks restitution from Abbott, and an order of this Court proportionally disgorging all profits, benefits, and other compensation obtained through its wrongful conduct.

PRAYER FOR RELIEF

109. Wherefore, Plaintiff, on behalf of herself, all others similarly situated, and the general public, prays for judgment against Abbott as to each and every cause of action, and the following remedies:

a. an Order declaring this action to be a proper class action, appointing Plaintiff as class representative, and appointing her undersigned counsel as class counsel;

b. an Order requiring Abbott to bear the cost of class notice;

c. an Order enjoining Abbott from engaging in the unfair, unlawful, and deceptive business practices and false advertising complained of herein;

d. an Order compelling Abbott to conduct a corrective advertising campaign;

e. an Order compelling Abbott to recall and destroy all misleading and deceptive advertising materials and product labels;

f. an Order requiring Abbott to disgorge all monies, revenues, and profits obtained by means of any wrongful act or practice;

g. an Order requiring Abbott to pay restitution to restore all funds acquired by means of any act or practice declared by this Court to be an unlawful, unfair, or fraudulent business act or practice, untrue or misleading advertising, plus pre-and post-judgment interest thereon;

h. an Order requiring Abbott to pay all actual, statutory, compensatory, and punitive damages permitted under the causes of action alleged herein;

i. pre- and post-judgment interest;

j. an award of attorneys' fees and costs; and

k. any other and further relief that Court deems necessary, just, or proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: July 5, 2022

/s/ Melanie Persinger

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Counsel for Plaintiff

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

CALLIE GREEN, on behalf of herself, all others similarly situated, and the general public,

(b) County of Residence of First Listed Plaintiff Contra Costa
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

Fitzgerald Joseph LLP; 2341 Jefferson St. Ste. 200, San Diego, CA 92110; (619) 215-1741

DEFENDANTS

Abbott Laboratories

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☒ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment Of Veteran's Benefits
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury -Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury – Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☒ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities–Employment
- ☐ 446 Amer. w/Disabilities–Other
- ☐ 448 Education

PRISONER PETITIONS

HABEAS CORPUS
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

OTHER
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee–Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC § 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC § 158
- ☐ 423 Withdrawal 28 USC § 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent—Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS–Third Party 26 USC § 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC § 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced & Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation–Transfer ☐ 8 Multidistrict Litigation–Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
28 U.S.C. § 1332

Brief description of cause:
Diversity Action; Class Action Fairness Act

VII. REQUESTED IN COMPLAINT:

✓ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, Fed. R. Civ. P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S), IF ANY *(See instructions):*

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) ☒ **SAN FRANCISCO/OAKLAND** ☐ **SAN JOSE** ☐ **EUREKA-MCKINLEYVILLE**

DATE July 5, 2022

SIGNATURE OF ATTORNEY OF RECORD /s/ Melanie Persinger

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)."

II. Jurisdiction. The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

(1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.

(2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

(3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

(4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked**.** (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)

III. Residence (citizenship) of Principal Parties. This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the six boxes.

(1) Original Proceedings. Cases originating in the United States district courts.

(2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.

(3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

(4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

(5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

(6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.

(8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket.

Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Federal Rule of Civil Procedure 23.

Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

IX. Divisional Assignment. If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: "the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated."

Date and Attorney Signature. Date and sign the civil cover sheet.

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Counsel for Plaintiff

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CALLIE GREEN, on behalf of herself, all others similarly situated, and the general public,

Plaintiffs,

v.

ABBOTT LABORATORIES,

Defendant.

CONSUMERS LEGAL REMEDIES ACT VENUE AFFIDAVIT [CCP § 1780(d)]

I, Callie Green, declare as follows:

1. I am a plaintiff in this action. I make this affidavit as required by California Civil Code § 1780(d).

2. The Complaint in this action is filed in a proper place for the trial of this action because defendant is doing business in this county.

3. The Complaint in this action is further filed in a proper place for the trial of this action because the transactions that are the subject of the action occurred in this county.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge.

Executed this 1st day of July, 2022, in San Pablo, California.

7/1/2022

DocuSigned by:
Callie Green
3B91C02C80E6406...

Callie Green