

**GUTRIDE SAFIER LLP**  
SETH A. SAFIER (State Bar No. 197427)  
seth@gutridesafier.com  
MARIE MCCRARY (State Bar No. 262670)  
marie@gutridesafier.com  
100 Pine Street, Suite 1250  
San Francisco, CA 94111  
Telephone: (415) 639-9090  
Facsimile: (415) 449-6469

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

DARREN MILLAM on behalf of himself and  
those similarly situated,

Plaintiff,

v.

WALMART INC.,

Defendant.

Case No.:

**CLASS ACTION COMPLAINT**

JURY TRIAL DEMANDED

1 Plaintiff Darren Millam (“Plaintiff”), by and through his counsel, brings this Class  
2 Action Complaint (“Complaint”) against Defendant Walmart Inc. (“Defendant”). The following  
3 allegations are based upon information and belief, including the investigation of Plaintiff’s  
4 counsel, unless stated otherwise.

5 **INTRODUCTION**

6 1. This Complaint seeks to remedy Defendant’s unlawful, unfair, and deceptive  
7 business practices with respect to the advertising, marketing, and sale of Great Value brand  
8 Recycling Drawstring Bags (the “Products”).

9 2. Plastic waste is an increasingly dire international problem. Nearly 90% of plastic  
10 waste is not recycled. Much of the unrecycled plastic waste ends up in the ocean. Indeed, over  
11 12 million tons of plastic enters the ocean each year.<sup>1</sup> As consumers have become increasingly  
12 aware of the problems associated with pollution and plastic waste, many consumers actively  
13 seek to purchase products that are either compostable or recyclable to divert such waste from  
14 waterways, oceans, their communities, landfills, and incinerators.

15 3. Seeking to take advantage of consumers’ demands for such products, Defendant  
16 markets Great Value brand trash bags as “Recycling” bags. Next to the “Recycling” claim,  
17 Defendant includes a large recycling symbol and the claim “MUNICIPAL PROGRAMS.”  
18 Defendant’s website includes additional claims such as “designed to handle everyday recycling  
19 loads around the house” and “easy sorting for municipal recycling programs.” Reasonable  
20 consumers understand this to mean that the Products are suitable for disposing of recyclable  
21 waste and are recyclable. In truth, the bags contaminate the recyclable waste stream, decrease  
22 the recyclability of otherwise recyclable materials, and are not themselves recyclable because  
23 they are made from low-density polyethylene plastic (“LDPE” or “No. 4 plastic”).

24 4. In the United States municipal recycling facilities (“MRFs”) collect recyclable  
25 waste, often through curbside pickup. The recyclable waste is sorted and sold to facilities that  
26

27  
28 <sup>1</sup> Nick Young, *How does plastic end up the ocean?*, <https://www.greenpeace.org/new-zealand/story/how-does-plastic-end-up-in-the-ocean/> (last accessed June 1, 2022).

1 can process the material into clean flake material that can be sold and used to make new plastic  
2 items. However, it is not cost effective to process LDPE plastic domestically. And, over the past  
3 few years, due to foreign export restrictions, the foreign market for LDPE plastic has all but  
4 been eliminated. As a result, products made of LDPE plastic end up incinerated, in landfills or  
5 in the environment. What is more, most MRFs classify products made of LDPE film as a  
6 recycling contaminant because they can clog up recycling equipment and reduce the value of  
7 recyclable items, including otherwise recyclable plastics. Indeed, “[w]hen bagged items come  
8 through the sort line, [MRFs] throw it in the trash.”<sup>2</sup> As a result, the Products are not only non-  
9 recyclable but they are unsuitable for disposing of recyclable items.

10 5. Defendant knows that the Products typically end up in landfills or are incinerated  
11 and are a contaminant unsuitable for recycling. Defendant’s representations that the Products  
12 are “Recycling” bags are material, false, misleading and likely to deceive members of the  
13 public.

14 6. This action seeks an injunction precluding the sale of the Products within a  
15 reasonable time after entry of judgment, unless the Products’ packaging and marketing are  
16 modified to remove the “Recycling” misrepresentation and the recycling symbol from the front  
17 label of the Products and to disclose the omitted facts about their true recyclability. Plaintiff  
18 further seeks an award of damages and/or restitution to compensate him and those similarly  
19 situated for Defendant’s acts of unfair competition and false and misleading advertising.

20 **PARTIES**

21 7. Plaintiff is a citizen of California, and was at all relevant times, a resident  
22 of Indio, California. Plaintiff’s permanent home is in Indio, California, and he intends to  
23 continue residing in Indio, California for the foreseeable future.

24 8. Defendant Walmart Inc. is a publicly traded corporation organized and existing  
25

26 \_\_\_\_\_  
27 <sup>2</sup> Angela Hill, *Bay Area recycling tips: Can I recycle that or not?*, The Mercury News,  
28 <https://www.mercurynews.com/2016/03/08/bay-area-recycling-tips-can-i-recycle-that-or-not/>  
(last visited June 1, 2022).

1 under the laws of the state of Delaware, having its principal place of business in Bentonville,  
2 Arkansas. The Great Value trademark is wholly owned by Defendant.

3 **JURISDICTION AND VENUE**

4 9. This Court has subject matter jurisdiction over this action pursuant to the Class  
5 Action Fairness Act, 28 U.S.C. Section 1332(d)(2)(A) because: (i) there is an aggregate amount  
6 in controversy exceeding \$5,000,000, exclusive of interest and costs; and (ii) Plaintiff and  
7 Defendant are citizens of different states.

8 10. This Court has supplemental jurisdiction over any state law claims pursuant to 28  
9 U.S.C. Section 1367.

10 11. The injuries, damages and/or harm upon which this action is based occurred or  
11 arose out of activities engaged in by Defendant within, affecting, and emanating from the State  
12 of California. Defendant regularly conducts and/or solicits business in, engages in other  
13 persistent courses of conduct in, and/or derive substantial revenue from products provided to  
14 persons in the state of California. Defendant has engaged, and continues to engage, in  
15 substantial and continuous business practices in the state of California.

16 12. Venue is proper in this District pursuant to 28 U.S.C. Section 1391(b)(2) because  
17 a substantial part of the events or omissions giving rise to the claims occurred in the State of  
18 California, including within this District.

19 13. In accordance with California Civil Code Section 1780(d), Plaintiff concurrently  
20 files herewith a declaration establishing that he purchased the Products in Indio, California. (*See*  
21 *Exhibit A.*)

22 14. Plaintiff accordingly alleges that jurisdiction and venue are proper in this Court.

23 **SUBSTANTIVE ALLEGATIONS**

24 **(1) Defendant's False Representations Regarding the Products Suitability for**  
25 **Recycling and Recyclability.**

26 15. Defendant manufactures, markets, and sells Great Value Recycling Drawstring  
27 Bags in both the 13 gallon and 30 gallon sizes. The Products are also offered in both transparent  
28 blue and clear. The Products are made of low-density polyethylene or No. 4 plastic.



ion “Recycling” on the front label of  
e left of the “Recycling” claim,  
under the representation, Defendant  
te. Defendant also include the  
GRAMS,” and “RECYCLABLES” in  
of the Product package for 13-gallon  
· on the other varieties of the Products



17. On the back of the Product package, Defendant includes another image of the  
Product filled with recyclable waste and the universal recycling symbol. Defendant also repeats

1 the “EASY SORTING,” “MUNICIPAL PROGRAMS,” and “RECYCLABLES” claims in  
2 green circles on the back of the package. A photo of the back of the Product package is shown  
3 below:



4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25 18. Defendant’s website provides additional misrepresentations about the suitability  
26 of the Products for recycling. For example, Defendant states that Products “are designed to  
27 handle everyday recycling loads around the house or in the workplace” and “[t]hese blue bags  
28 are for easy sorting for municipal programs, and the drawstring closure keeps makes the easy to

1 lift, carry, and toss away.” The website further states that the bags are “[p]erfect for municipal  
2 recycling programs.” A screenshot of Defendant’s website description of the Product is shown  
3 below:

4 Product details ^

5  
6 Take charge of daily household demands with Great Value Recycling Drawstring Bags. These recycling bags have a 13-gallon  
7 capacity and are designed to handle everyday recycling loads around the house or in the workplace. These blue bags are made  
8 for easy sorting for municipal recycling programs, and the drawstring closure keeps makes the easy to lift, carry, and toss away.  
Each box comes with 20 bags, making for long-lasting recycling control solutions. Check out other Great Value products for all  
of your cleaning and organizing needs. Take control of garbage with Great Value Recycling Drawstring Bags.

9 Great Value Recycling Drawstring Bags, Blue, 13 Gallon, 20 Count

- 10
- Drawstring closure
  - Blue recycling bags
  - Perfect for municipal recycling programs
  - Easy sorting

11  
12 ⓘ We aim to show you accurate product information. Manufacturers, suppliers and others provide what you see here, and we  
have not verified it. [See our disclaimer](#)

13  
14 [https://www.walmart.com/ip/Great-Value-Blue-Recycling-Tall-Kitchen-Trash-Bags-13-Gallon-](https://www.walmart.com/ip/Great-Value-Blue-Recycling-Tall-Kitchen-Trash-Bags-13-Gallon-20-Bags-Drawstring/)  
15 [20-Bags-Drawstring/](https://www.walmart.com/ip/Great-Value-Blue-Recycling-Tall-Kitchen-Trash-Bags-13-Gallon-20-Bags-Drawstring/)

16 **(2) LDPE Bags Are Not Recyclable and Instead Are a Harmful Contaminant.**

17 19. Recycling is “the process of collecting, sorting, cleansing, treating, and  
18 reconstituting materials that would otherwise become solid waste, and returning them to the  
19 economic mainstream in the form of raw material for new, reused, or reconstituted products  
20 which meet the quality standards necessary to be used in the marketplace.” Cal. Pub. Res. Code  
21 § 40180. Thus, “recyclable” products must, if discarded into a recycling bin, be: (i) accepted for  
22 collection by a recycling facility; and (ii) processed for reuse or use in manufacturing another  
23 item.

24 20. In the United States, after plastics are discarded into a recycling bin, they are sent  
25 to a MRF where the plastics are sorted by resin type. Plastics numbered #3-7 are batched  
26 together to form mixed bales which require further processing. However, “the economics [of  
27  
28

1 processing those bales] have proven insurmountable.”<sup>3</sup> Prior to 2018, MRFs in the United States  
2 exported #3-7 mixed bails, primarily, to China. However, on January 1, 2018, China enacted the  
3 National Sword policy which limits plastic waste imports. There is, however, minimal demand,  
4 value, and processing capacity for them in the United States. Thus, mixed plastic #3-7 bales,  
5 which were “previously exported to China, now have negligible to negative value across the  
6 country and ‘cannot be effectively or efficiently recycled in the US.’”<sup>4</sup> As a result, the majority  
7 of LDPE or No. 4 plastic sent to recycling facilities is incinerated, which releases large  
8 quantities of greenhouse gases and toxic air emissions.

9 21. Not only are LDPE plastics, such as the Products, unrecyclable, but in many  
10 cases they contaminate the waste stream and decrease the recyclability of otherwise recyclable  
11 items. Contaminants are any plastic materials that MRFs do not accept or decrease the  
12 recyclability of other items. Because the Products are made of LDPE film they are especially  
13 problematic. Plastic films risk clogging and breaking down machinery used to sort recyclable  
14 products. As a result, many MRFs do not accept plastic bags at all.

15 22. A high presence of contamination, including unrecyclable films such as LDPE,  
16 in the recycling stream, makes otherwise recyclable plastic materials unrecyclable because  
17 purchasers of recyclable materials value bales of plastic by the percentage of unrecyclable  
18 contaminant present in the bales. If contamination exceeds a certain level, the bale must be  
19 incinerated or sent to a landfill. Therefore, not only is LDPE not recyclable, it may also prevent  
20 recycling of otherwise recyclable materials.

21 23. Accordingly, Defendant’s use of LDPE plastic means its Products are not  
22 recyclable and the label claims regarding recyclability, including the Products’ use of the  
23 recycling symbol, are therefore false.

24  
25  
26 <sup>3</sup> *Circular Claims Fall Flat*, Greenpeace, at 10, [https://www.greenpeace.org/usa/wp-](https://www.greenpeace.org/usa/wp-content/uploads/2020/02/Greenpeace-Report-Circular-Claims-Fall-Flat.pdf)  
27 [content/uploads/2020/02/Greenpeace-Report-Circular-Claims-Fall-Flat.pdf](https://www.greenpeace.org/usa/wp-content/uploads/2020/02/Greenpeace-Report-Circular-Claims-Fall-Flat.pdf) (last visited June, 1  
28 2022).

<sup>4</sup> *Id.* at 11.



1           24. Defendant further represents and misleads consumers into believing that the  
2 Products are useful and beneficial for recycling purposes, including as containers for recyclable  
3 materials during collection, transport and sorting. But the use of the Products as containers for  
4 recyclables is both unnecessary and counterproductive.

5           25. As a general rule, recyclables should be clean and dry and should be placed  
6 directly in a collection bin. Because the Products are made of LDPE film, and for the other  
7 reasons discussed above, the Products are not beneficial to either the collection or transport  
8 processes, which are not currently designed to work with such bags. Even worse, the Products  
9 add work, expense, and waste to the sorting and recycling processes at recycling facilities, as  
10 they must be separated from recyclable materials and then disposed of. Most MRFs do not  
11 bother with this process due to the hazard of opening plastic bags that may contain “broken  
12 glass, syringes” and simply throw bagged recyclables directly into trash.<sup>5</sup> Use of the Products  
13 thereby decreases the efficiency of, and increases the cost of, recycling programs, and  
14 ultimately adds to the problems of plastic accumulation and plastic contamination in the  
15 environment (problems that recycling programs are intended to ameliorate). In sum, the  
16 Products are not suitable for recycling and are actually harmful, not beneficial to the overall  
17 recycling process.

18           26. At a minimum, Defendant’s marketing of the Products as suitable and beneficial  
19 for recycling purposes is an unfair practice under the UCL, as it undermines both state and local  
20 policies of reducing the amount of plastic in landfills and the amount of pollution from plastic in  
21 the environment. The manufacture and use of unnecessary LDPE plastic bags—which cannot be  
22 recycled and that complicate and contaminate the collection and recycling of truly recyclable  
23 materials—undermines the public policies that recycling programs, and consumers who recycle,  
24 seek to achieve.

25  
26  
27 <sup>5</sup> See, e.g., Angela Hill, *Bay Area recycling tips: Can I recycle that or not?*, The Mercury News,  
28 <https://www.mercurynews.com/2016/03/08/bay-area-recycling-tips-can-i-recycle-that-or-not/>  
(last visited June 1, 2022).

1                    **(3) Defendant’s Marketing of the Products Violates California Public Policy and**  
2                    **the Federal Trade Commission Green Guides.**

3                    27.        The State of California has declared that “it is the public policy of the state that  
4 environmental marketing claims, whether explicit or implied, should be substantiated by  
5 competent and reliable evidence to prevent deceiving or misleading consumers about the  
6 environmental impact of plastic products.” Cal. Pub. Res. Code § 42355.5. The policy is based  
7 on the Legislature’s finding that “littered plastic products have caused and continue to cause  
8 significant environmental harm and have burdened local governments with significant  
9 environmental cleanup costs.” *Id.* § 42355.

10                  28.        Additionally, California Business and Professions Code § 17580.5 makes it  
11 “unlawful for any person to make any untruthful, deceptive, or misleading environmental  
12 marketing claim, whether explicit or implied.” Pursuant to that section, the term “environmental  
13 marketing claim” includes any claim contained in the Guides for Use of Environmental  
14 Marketing Claims published by the Federal Trade Commission (the “Green Guides”). Cal. Bus.  
15 & Prof. Code § 17580.5; *see also* 16 C.F.R. § 260.1, *et seq.* As detailed below, Defendant’s  
16 marketing of the Products as “Recycling” bags violates several provisions of the FTC’s Green  
17 Guides.

18                  29.        First, Defendant’s marketing of the Products as “Recycling” bags violates the  
19 Green Guides provisions prohibiting the labeling of products as recyclable unless the products  
20 can actually be converted into reusable material. Section 260.12(a) of the Green Guides  
21 provides that it is “deceptive to misrepresent, directly or ***by implication***, that a product or  
22 package is recyclable. A product or package should not be marketed as recyclable unless it can  
23 be collected, separated, or otherwise recovered from the waste stream through an established  
24 recycling program for reuse or use in manufacturing or assembling another item.” (Emphasis  
25 added.) Defendant’s use of the words “Recycling” bags with the universal recycling symbol  
26 communicates that the Products are recyclable. The Green Guides further explain that  
27 “[m]arketers should ***clearly and prominently*** qualify recyclable claims to the extent necessary  
28 to avoid deception about the availability of recycling programs and collection sites to

1 consumers.” 16 C.F.R. § 260.12(b) (emphasis added). And in promulgating the current  
2 recycling definition, the FTC clarified that “[f]or a product to be called recyclable, there must be  
3 an established recycling program, municipal or private, through which the product will be  
4 converted into, or used in, another product or package.” See 63 Fed. Reg. 84, 11 24247 (May 1,  
5 1998). As the FTC has stated, “while a product may be technically recyclable, if a program is  
6 not available allowing consumers to recycle the product, there is no real value to consumers.”  
7 *Id.*, at 24243.

8 30. Here, Defendant states that the Product is for “MUNICIPAL PROGRAMS” next  
9 to a picture of a recycling truck. However, this is not a disclaimer and, in fact, only serves to  
10 mislead consumers. Reasonable consumers understand this statement to mean that the Product  
11 is designed for recycling wherever municipal recycling is available, which is false. Therefore,  
12 the representation is neither a clear nor prominent disclaimer as required by the Green Guides.

13 31. This starkly contrasts with Defendant’s competitors who provide a prominent  
14 front-of-the-label disclaimer that their products can only be used in “MUNICIPAL BLUE BAG  
15 PROGRAMS WHERE APPLICABLE,” not anywhere that municipal recycling programs are  
16 available:



27 32. Defendant’s competitors disclose that their products are specifically designed for  
28 “Blue Bag” programs. Although these programs were once numerous throughout the country,

1 the expense and inefficacy of these programs have caused them to be all but abandoned. For  
2 example, in California, 99.9% of communities do not currently have a “Blue Bag” program. In  
3 the small number of remote communities where “Blue Bag” programs still remain, the programs  
4 typically provide bags directly to consumers for free. Defendant knows this fact, is aware that  
5 its competitors have correctly and prominently disclosed that their bags are only usable for  
6 “Blue Bag Programs Where Applicable,” but it continues to mislead consumers into believing  
7 that they can and should use the Products for ordinary curbside recycling.

8 33. Further, Defendant’s marketing of the Products as “Recycling” bags violates  
9 these provisions of the Green Guides because Defendant falsely implies that the Products are  
10 suitable for recycling and are recyclable even though the Products cannot be collected,  
11 separated, or otherwise recovered from the waste stream through an established recycling  
12 program for reuse or use in manufacturing or assembling another item. Although the Products  
13 may be accepted for recycling by some curbside programs, LDPE waste is ultimately  
14 incinerated or sent to landfills.

15 34. Further, the Green Guides require marketers to support their environmental claim  
16 with a reasonable basis before they make the claims. 16 CFR § 260.2 (“Marketers must ensure  
17 that all reasonable interpretations of their claims are truthful, not misleading, and supported by a  
18 reasonable basis before they make the claims.”). “[A] firm’s failure to possess and rely upon a  
19 reasonable basis for objective claims constitutes an unfair and deceptive act or practice in  
20 violation of Section 5 of the Federal Trade Commission Act.” *See* FTC Policy Statement  
21 Regarding Advertising Substantiation, 104 FTC 839 (1984) (cited by 16 CFR §  
22 260.2). Defendant does not possess information sufficient to support its claims that the Products  
23 are “Recycling” bags.

24 **(4) Defendant Misleadingly Market the Products to Increase Profits and Gain a**  
25 **Competitive Edge.**

26 35. Defendant markets the Products as “Recycling” bags to capitalize on consumer  
27 demand for “green” products. In particular, Defendant intends for reasonable consumers to  
28 believe, and reasonable consumers do believe, that the Products are suitable for disposing of

1 recyclable items and do not contaminate the recycling waste stream. Further, Defendant intends  
2 for consumers to believe, and reasonable consumers do believe, that because the Products are  
3 “Recycling” bags and because the Product package includes the universal recycling symbol, the  
4 Products are recyclable. Finally, Defendant intends for consumers to believe, and reasonable  
5 consumers do believe, that because the Products are “Recycling” bags, they are specially  
6 designed to be environmentally superior to competitors’ products that do not contain the same  
7 representation.

8 36. Defendant’s illegal marketing campaign has been extremely successful.  
9 Defendant is among the largest sellers of trash bags nationally. The Products are sold in  
10 Defendant’s stores throughout California and the country. Because of the big potential for sales,  
11 Defendant has no incentive to stop claiming that the Products are “Recycling” bags or change  
12 its disclaimers to discourage sales.

13 37. Because consumers are led to believe the Products are “Recycling” bags and,  
14 therefore, purchase them because they are a “green” product, Defendant is able to charge a  
15 premium for the Products. If consumers knew that the Products were not suitable for recycling,  
16 contaminated the recyclable waste stream, and were not recyclable, the Products would not  
17 command a premium price based on that representation, fewer consumers would purchase them,  
18 and consumers would not pay the premium attributable to that representation.

19 **(5) Plaintiff’s Experience**

20 38. On or around October 15, 2021, Plaintiff purchased a 20-count box of 13-gallon  
21 Great Value Recycling Drawstring Bags for approximately \$3.58 from the Walmart Supercenter  
22 in Indio, California. He read the claim “Recycling” and “MUNICIPAL PROGRAMS” next to a  
23 large recycling symbol on the Products’ front label and purchased the Products because he  
24 believed that they were suitable for disposing of recyclable waste and were themselves  
25 recyclable. After purchasing and using the Products, Plaintiff learned that they are a banned  
26 contaminant and unacceptable for use for recycling in his community and stopped using them.  
27 Had Plaintiff known that the Products were not suitable for recycling and not recyclable, he  
28 would not have purchased them, or at a minimum, he would not have paid a premium for them.



1           43.     Numerosity: Plaintiff does not know the exact size of the Class, but he estimates  
2 that it is composed of more than 5,000 persons. The persons in the Class are so numerous that  
3 the joinder of all such persons is impracticable and the disposition of their claims in a class  
4 action rather than in individual actions will benefit the parties and the courts.

5           44.     Common Questions Predominate: This action involves common questions of law  
6 and fact to the potential Class because each Class Member's claim derives from the same  
7 deceptive, unlawful and/or unfair statements and omissions. The common questions of law and  
8 fact predominate over individual questions, as proof of a common or single set of facts will  
9 establish the right of each Class Member to recover. The questions of law and fact common to  
10 the Class include, but are not limited to, the following:

- 11           a)     Whether the Products are "Recycling" bags suitable for disposing of  
12                 recyclable waste;
- 13           b)     Whether the Products are recyclable;
- 14           c)     Whether Defendant unfairly, unlawfully and/or deceptively failed to  
15                 inform Class Members that the Products are made from materials (i.e.,  
16                 LDPE aka No. 4 plastic) that are not recyclable;
- 17           d)     Whether Defendant's advertising and marketing regarding the Products  
18                 sold to Class Members was likely to deceive Class Members or was  
19                 unfair;
- 20           e)     Whether Defendant engaged in the alleged conduct knowingly,  
21                 recklessly, or negligently;
- 22           f)     The amount of the premium lost by Class Members as a result of such  
23                 wrongdoing;
- 24           g)     Whether Class Members are entitled to injunctive and other equitable  
25                 relief and, if so, what is the nature of such relief; and
- 26           h)     Whether Class Members are entitled to payment of actual, incidental,  
27                 consequential, exemplary and/or statutory damages plus interest thereon,  
28                 and if so, what is the nature of such relief.

1           45.     Typicality: Plaintiff's claims are typical of the claims of other members of the  
2 Class because, among other things, all such claims arise out of the same wrongful course of  
3 conduct in which the Defendant engaged in violation of law as described herein. Plaintiff and  
4 Class Members purchased one or more boxes of Products. In addition, Defendant's conduct that  
5 gave rise to the claims of Plaintiff and Class Members (i.e., marketing, sales and advertising of  
6 the Products as suitable for recycling and/or recyclable) is the same for Plaintiff and all  
7 members of the Class. Plaintiff's claims, like the claims of the Class, arise out of the same  
8 common course of conduct by Defendant and are based on the same legal and remedial theories.

9           46.     Adequacy of Representation: Plaintiff will fairly and adequately protect the  
10 interests of all Class Members because it is in his best interests to prosecute the claims alleged  
11 herein to obtain full compensation due to him for the unfair and illegal conduct of which he  
12 complains. Plaintiff also has no interests that are in conflict with, or antagonistic to, the interests  
13 of Class Members. Plaintiff has retained highly competent and experienced class action  
14 attorneys to represent his interests and those of the Class. By prevailing on his own claims,  
15 Plaintiff will establish Defendant's liability to all Class Members. Plaintiff and his counsel have  
16 the necessary financial resources to adequately and vigorously litigate this class action, and  
17 Plaintiff and counsel are aware of their fiduciary responsibilities to the Class Members and are  
18 determined to diligently discharge those duties by vigorously seeking the maximum possible  
19 recovery for Class Members.

20           47.     Superiority: There is no plain, speedy, or adequate remedy other than by  
21 maintenance of this class action. The prosecution of individual remedies by members of the  
22 Class will tend to establish inconsistent standards of conduct for Defendant and result in the  
23 impairment of Class Members' rights and the disposition of their interests through actions to  
24 which they were not parties. Class action treatment will permit a large number of similarly  
25 situated persons to prosecute their common claims in a single forum simultaneously, efficiently,  
26 and without the unnecessary duplication of effort and expense that numerous individual actions  
27 would engender. Furthermore, as the damages suffered by each individual Class Member may  
28 be relatively small, the expenses and burden of individual litigation would make it difficult or



1 impossible for individual Class Members to redress the wrongs done to them, while an  
2 important public interest will be served by addressing the matter as a class action.

3 48. Plaintiff is unaware of any difficulties that are likely to be encountered in the  
4 management of this action that would preclude its maintenance as a class action.

5 **CAUSES OF ACTION**

6 49. Plaintiff does not plead, and hereby disclaims, any causes of action under any  
7 regulations promulgated by the FTC. Plaintiff relies on these regulations only to the extent such  
8 regulations have been separately enacted as state law or regulations or provide a predicate basis  
9 of liability under the state and common laws cited in the following causes of action.

10 **PLAINTIFF'S FIRST CAUSE OF ACTION**

11 **(Violation of the Consumers Legal Remedies Act, California Civil Code § 1750, *et seq.*)**

12 **On Behalf of Himself and the Class**

13 50. Plaintiff realleges and incorporates the paragraphs of this Complaint as if set  
14 forth herein.

15 51. This cause of action is brought pursuant to the California Consumers Legal  
16 Remedies Act, California Civil Code § 1750, *et seq.* (“CLRA”).

17 52. Defendant’s actions, representations and conduct have violated, and continue to  
18 violate the CLRA, because they extend to transactions that are intended to result, or which have  
19 resulted, in the sale or lease of goods or services to consumers.

20 53. Plaintiff and other Class Members are “consumers” as that term is defined by the  
21 CLRA in California Civil Code § 1761(d).

22 54. The Products that Plaintiff (and others similarly situated Class Members)  
23 purchased from Defendant were and are “goods” within the meaning of California Civil Code §  
24 1761(a).

25 55. By engaging in the actions, representations and conduct set forth in this  
26 Complaint, Defendant has violated, and continue to violate, § 1770(a)(2), § 1770(a)(5),  
27 § 1770(a)(7), § 1770(a)(8), and § 1770(a)(9) of the CLRA. In violation of California Civil Code  
28 § 1770(a)(2), Defendant’s acts and practices constitute improper representations regarding the

1 source, sponsorship, approval, or certification of the goods it sold. In violation of California  
2 Civil Code § 1770(a)(5), Defendant's acts and practices constitute improper representations that  
3 the goods it sells have sponsorship, approval, characteristics, ingredients, uses, benefits, or  
4 quantities, which they do not have. In violation of California Civil Code § 1770(a)(7),  
5 Defendant's acts and practices constitute improper representations that the goods it sells are of a  
6 particular standard, quality, or grade, when they are of another. In violation of California Civil  
7 Code § 1770(a)(8), Defendant has disparaged the goods, services, or business of another by  
8 false or misleading representation of fact. In violation of California Civil Code § 1770(a)(9),  
9 Defendant has advertised goods or services with intent not to sell them as advertised.  
10 Specifically, in violation of §§ 1770(a)(2), (a)(5), (a)(7), and (a)(9), Defendant's acts and  
11 practices led customers to falsely believe that the Products are (1) suitable for disposing of  
12 recyclable waste and (2) that they are recyclable, when they are not. In violation of Section  
13 1770(a)(8), Defendant falsely or deceptively market and advertise that, unlike products not  
14 specifically denominated as "Recycling" bags, the Products are suitable for recycling and are  
15 recyclable.

16 56. Plaintiff requests that this Court enjoin Defendant from continuing to employ the  
17 unlawful methods, acts and practices alleged herein pursuant to California Civil Code  
18 § 1780(a)(2). If Defendant is not restrained from engaging in these types of practices in the  
19 future, Plaintiff and the other members of the Class will continue to suffer harm.

20 57. CLRA § 1782 NOTICE. On or around February 28, 2022, Plaintiff provided  
21 Defendant with notice and demand that within thirty (30) days from that date, Defendant  
22 correct, repair, replace or otherwise rectify the unlawful, unfair, false and/or deceptive practices  
23 complained of herein. (*See* Exhibit B.) Defendant failed to respond to Plaintiff's letter or to take  
24 any of the requested actions within thirty days. Plaintiff seeks, pursuant to California Civil Code  
25 § 1780(a), on behalf of himself and those similarly situated, actual damages, punitive damages  
26 and restitution of any ill-gotten gains due to Defendant's acts and practices. With regard to the  
27 amount of damages and restitution, Plaintiff seeks to recover for himself and the Class a full  
28 refund of the price paid for the Products, or in the alternative, the price premium paid for the

1 Products, i.e., difference between the price consumers paid for the Products and the price that  
2 they would have paid but for Defendant’s misrepresentation. This premium can be determined  
3 by using econometric or statistical techniques such as hedonic regression or conjoint analysis.

4 58. Plaintiff also requests that this Court award him costs and reasonable attorneys’  
5 fees pursuant to California Civil Code § 1780(d).

6 **PLAINTIFF’S SECOND CAUSE OF ACTION**

7 **(False Advertising, Business and Professions Code § 17500, *et seq.* (“FAL”))**

8 **On Behalf of Himself and the Class**

9 59. Plaintiff realleges and incorporates by reference the paragraphs of this Complaint  
10 as if set forth herein.

11 60. Beginning at an exact date unknown to Plaintiff, but within three (3) years  
12 preceding the filing of the Complaint, Defendant made untrue, false, deceptive and/or  
13 misleading statements in connection with the advertising and marketing of the Products.

14 61. Defendant made representations and statements (by omission and commission)  
15 that led reasonable customers to believe the Products are (1) suitable for disposing of recyclable  
16 waste and (2) that they are recyclable when they are not. Defendant deceptively failed to inform  
17 Plaintiff, and those similarly situated, that the Products contaminate the recycling waste stream,  
18 decrease the recyclability of their otherwise recyclable items, and are not recyclable.

19 62. Plaintiff and those similarly situated relied to their detriment on Defendant’s  
20 false, misleading and deceptive advertising and marketing practices, including each of the  
21 misrepresentations and omissions set forth above. Had Plaintiff and those similarly situated  
22 been adequately informed and not intentionally deceived by Defendant, they would have acted  
23 differently by, without limitation, refraining from purchasing the Products or paying less for  
24 them.

25 63. Defendant’s acts and omissions are likely to deceive reasonable consumers and  
26 the general public.

27 64. Defendant engaged in these false, misleading and deceptive advertising and  
28 marketing practices to increase its profits. Accordingly, Defendant has engaged in false

1 advertising, as defined and prohibited by Section 17500, *et seq.* of the California Business and  
2 Professions Code.

3 65. The aforementioned practices, which Defendant has used, and continues to use,  
4 to its significant financial gain, also constitute unlawful competition and provide an unlawful  
5 advantage over Defendant’s competitors as well as injury to the general public.

6 66. As a direct and proximate result of such actions, Plaintiff and the other members  
7 of the Class have suffered, and continue to suffer, injury in fact and have lost money and/or  
8 property as a result of such false, deceptive and misleading advertising in an amount which will  
9 be proven at trial, but which is in excess of the jurisdictional minimum of this Court. In  
10 particular, Plaintiff, and those similarly situated, paid a price premium for the Products, i.e., the  
11 difference between the price consumers paid for the Products and the price that they would have  
12 paid but for Defendant’s misrepresentation. This premium can be determined by using  
13 econometric or statistical techniques such as hedonic regression or conjoint analysis.  
14 Alternatively, Plaintiff and those similarly situated will seek a full refund of the price paid upon  
15 proof that the sale of the Products was unlawful.

16 67. Plaintiff seeks equitable relief, including restitution, with respect to his FAL  
17 claims. Pursuant to Federal Rule of Civil Procedure 8(e)(2), Plaintiff makes the following  
18 allegations in this paragraph only hypothetically and as an alternative to any contrary  
19 allegations in the other causes of action, in the event that such causes of action will not succeed.  
20 Plaintiff and the Class may be unable to obtain monetary, declaratory and/or injunctive relief  
21 directly under the other causes of action and will lack an adequate remedy at law, if the Court  
22 requires him to show classwide reliance and materiality beyond the objective reasonable  
23 consumer standard applied under the FAL, because Plaintiff may not be able to establish each  
24 Class Member’s individualized understanding of Defendant’s misleading representations, but  
25 the FAL does not require individualized proof of deception or injury by absent class members.  
26 *See, e.g., Ries v. Ariz. Bevs. USA LLC*, 287 F.R.D. 523, 537 (N.D. Cal. 2012) (“restitutionary  
27 relief under the UCL and FAL ‘is available without individualized proof of deception, reliance,  
28 and injury.’”). In addition, Plaintiff and the Class may be unable to obtain such relief under the

1 other causes of action and will lack an adequate remedy at law, if Plaintiff is unable to  
2 demonstrate the requisite *mens rea* (intent, reckless, and/or negligence), because the FAL  
3 imposes no such *mens rea* requirement and liability exists even if Defendant acted in good faith.

4 68. Plaintiff seeks, on behalf of those similarly situated, a declaration that the above-  
5 described practices constitute false, misleading and deceptive advertising.

6 69. Plaintiff seeks, on behalf of those similarly situated, an injunction to prohibit the  
7 sale of the Products within a reasonable time after entry of judgment, unless packaging and  
8 marketing is modified to disclose the omitted facts about the recyclability of the Products. Such  
9 misconduct by Defendant, unless and until enjoined and restrained by order of this Court, will  
10 continue to cause injury in fact to the general public and the loss of money and property in that  
11 the Defendant will continue to violate the laws of California, unless specifically ordered to  
12 comply with the same. This expectation of future violations will require current and future  
13 consumers to repeatedly and continuously seek legal redress in order to recover monies paid to  
14 Defendant to which Defendant is not entitled. Plaintiff, those similarly situated and/or other  
15 consumers nationwide have no other adequate remedy at law to ensure future compliance with  
16 the California Business and Professions Code alleged to have been violated herein.

17 **PLAINTIFF’S THIRD CAUSE OF ACTION**

18 **(Fraud, Deceit and/or Misrepresentation)**

19 **On Behalf of Himself and the Class**

20 70. Plaintiff realleges and incorporates by reference the paragraphs of this Complaint  
21 as if set forth herein.

22 71. Defendant fraudulently and deceptively led Plaintiff to believe that the Products  
23 are “Recycling” bags when the bags are not suitable for disposing of recyclable waste and are  
24 not recyclable. Defendant deceptively failed to inform Plaintiff, and those similarly situated,  
25 that the Products contaminate the recycling waste stream, decrease the recyclability of their  
26 otherwise recyclable items, and are not recyclable.

27 72. These misrepresentations and omissions were material at the time they were  
28 made. They concerned material facts that were essential to the analysis undertaken by Plaintiff

1 as to whether to purchase the Products.

2 73. Defendant made identical misrepresentations and omissions to members of the  
3 Class regarding the Products.

4 74. Plaintiff and those similarly situated relied to their detriment on Defendant's  
5 fraudulent misrepresentations and omissions. Had Plaintiff and those similarly situated been  
6 adequately informed and not intentionally deceived by Defendant, they would have acted  
7 differently by, without limitation, not purchasing (or paying less for) the Products.

8 75. Defendant had a duty to inform Class Members at the time of their purchases that  
9 the Products were not suitable for disposing of recyclable waste and are made from materials  
10 that are not recyclable. Defendant omitted to provide this information to Class Members. Class  
11 Members relied to their detriment on Defendant's omissions. These omissions were material to  
12 the decisions of the Class Members to purchase the Products. In making these omissions,  
13 Defendant breached its duty to Class Members. Defendant also gained financially from, and as a  
14 result of, its breach.

15 76. By and through such fraud, deceit, misrepresentations and/or omissions,  
16 Defendant intended to induce Plaintiff, and those similarly situated, to alter their position to  
17 their detriment. Specifically, Defendant fraudulently and deceptively induced Plaintiff, and  
18 those similarly situated, to, without limitation, pay a premium to purchase the Products.

19 77. As a direct and proximate result of Defendant's misrepresentations and  
20 omissions, Plaintiff, and those similarly situated, have suffered damages. In particular, Plaintiff  
21 seeks to recover on behalf of himself and those similarly situated the price premium paid for the  
22 Products, i.e., the difference between the price consumers paid for the Products and the price  
23 that they would have paid but for Defendant's misrepresentation. This premium can be  
24 determined by using econometric or statistical techniques such as hedonic regression or conjoint  
25 analysis.

26 78. Defendant's conduct as described herein was willful and malicious and was  
27 designed to maximize Defendant's profits even though Defendant knew that it would cause loss  
28 and harm to Plaintiff and those similarly situated.

1 **PLAINTIFF’S FOURTH CAUSE OF ACTION**

2 **(Negligent Misrepresentation)**

3 **On Behalf of Himself and the Class**

4 79. Plaintiff realleges and incorporates by reference the paragraphs of this Complaint  
5 as if set forth herein.

6 80. Defendant provided false and misleading information regarding the Products,  
7 representing that the bags are “Recycling” bags and marketing the Products with the universal  
8 recycling symbol when the Products are not suitable for recycling waste and are not recyclable.  
9 Defendant deceptively failed to inform Plaintiff, and those similarly situated, that the Products  
10 contaminate the recycling waste stream, decrease the recyclability of their otherwise recyclable  
11 items, and are not recyclable.

12 81. These representations were material at the time they were made. They concerned  
13 material facts that were essential to the analysis undertaken by Plaintiff as to whether to  
14 purchase the Products.

15 82. Defendant made identical misrepresentations and omissions to members of the  
16 Class regarding the Products.

17 83. Defendant should have known its representations to be false and had no  
18 reasonable grounds for believing them to be true when they were made.

19 84. By and through such negligent misrepresentations, Defendant intended to induce  
20 Plaintiff and those similarly situated to alter their position to their detriment. Specifically,  
21 Defendant negligently induced Plaintiff, and those similarly situated to, without limitation, to  
22 purchase the Products.

23 85. Plaintiff and those similarly situated relied to their detriment on Defendant’s  
24 negligent misrepresentations. Had Plaintiff and those similarly situated been adequately  
25 informed and not intentionally deceived by Defendant, they would have acted differently by,  
26 without limitation, not purchasing (or paying less for) the Products.

27 86. Plaintiff and those similarly situated have suffered damages. In particular,  
28 Plaintiff seeks to recover on behalf of himself and those similarly situated the price premium

1 paid for the Products, i.e., the difference between the price consumers paid for the Products and  
2 the price that they would have paid but for Defendant’s misrepresentation. This premium can be  
3 determined by using econometric or statistical techniques such as hedonic regression or conjoint  
4 analysis.

5 **PLAINTIFF’S FIFTH CAUSE OF ACTION**

6 **(Unfair, Unlawful and Deceptive Trade Practices,**

7 **Business and Professions Code § 17200, *et seq.*)**

8 **On Behalf of Himself and the Class**

9 87. Plaintiff realleges and incorporates by reference the paragraphs of this Complaint  
10 as if set forth herein.

11 88. Within four (4) years preceding the filing of this Complaint, and at all times  
12 mentioned herein, Defendant has engaged, and continue to engage, in unfair, unlawful and  
13 deceptive trade practices in California by engaging in the conduct outlined in this Complaint.

14 89. Defendant has engaged, and continue to engage, in unfair practices as described  
15 herein, in violation of the Unfair Competition Law, California Business & Professions Code §§  
16 17200 *et seq.* (the “UCL”), by, without limitation:

- 17 a. deceptively representing to Plaintiff, and those similarly situated, the Products
- 18 are “Recycling” bags;
- 19 b. marketing the Products using the universal recycling symbol;
- 20 c. failing to inform Plaintiff, and those similarly situated, that the Products are not
- 21 suitable for disposing of recyclable waste because they are a contaminant and
- 22 decrease the recyclability of otherwise recyclable items;
- 23 d. failing to inform Plaintiff, and those similarly situated, that the Products are
- 24 made with materials that are not recyclable;
- 25 e. contravening and undermining state policies expressed in California Public
- 26 Resource Code § 42355 ( “[u]se of the term ‘degradable,’ ‘biodegradable,’
- 27 ‘decomposable,’ or other like terms on plastic products is inherently misleading
- 28 unless the claim includes a thorough disclaimer providing necessary qualifying



1 details, including, but not limited to, the environments and timeframes in which  
2 the claimed action will take place”) and § 42355.5 (it is “the public policy of  
3 [California] that environmental marketing claims, whether explicit or implied,  
4 should be substantiated by competent and reliable evidence to prevent deceiving  
5 or misleading consumers about the environmental impact of plastic products”);  
6 and

- 7 f. contravening and undermining state and local policies in favor of recycling,  
8 recycling programs, and reducing the amount of plastic in landfills and the  
9 amount of pollution from plastic in the environment.

10 90. Defendant has engaged, and continue to engage, in unlawful practices as  
11 described herein, in violation of the UCL, by, without limitation, violating the following laws:

- 12 a. the Federal Trade Commission Green Guides regulations, including, without  
13 limitation, 16 C.F.R. §§ 260.2, 260.12(a), and 260.12(b) as described herein;  
14 b. the Environmental Marketing Claims Act, including, without limitation, Cal. Bus.  
15 & Prof. Code § 17580(a) (Defendant has not maintained in written form in its  
16 records information and documentation supporting the validity of its  
17 representation) and § 17580.5(a) (Defendant’s representations and omissions  
18 complained of herein constitute untruthful, deceptive, or misleading  
19 environmental marketing claims) as described herein;  
20 c. the CLRA as described herein; and  
21 d. the FAL as described herein.

22 91. Defendant has engaged, and continue to engage, in fraudulent practices as  
23 described herein, in violation of the UCL, by, without limitation:

- 24 a. deceptively representing to Plaintiff, and those similarly situated, the Products  
25 are “Recycling” bags;  
26 b. marketing the Products using the universal recycling symbol;  
27 c. failing to inform Plaintiff, and those similarly situated, that the Products are not  
28 suitable for disposing of recyclable waste because they are a contaminant and

1 decrease the recyclability of otherwise recyclable items; and

2 d. failing to inform Plaintiff, and those similarly situated, that the Products are  
3 made with materials that are not recyclable.

4 92. Plaintiff and those similarly situated relied to their detriment on Defendant's  
5 unfair, deceptive and unlawful business practices. Had Plaintiff and those similarly situated  
6 been adequately informed and not deceived by Defendant, they would have acted differently by  
7 not purchasing (or paying less for) the Products.

8 93. Defendant's acts and omissions are likely to deceive reasonable consumers and  
9 the general public.

10 94. Defendant engaged in these unfair practices to increase its profits. Accordingly,  
11 Defendant has engaged in unlawful trade practices, as defined and prohibited by Section 17200,  
12 *et seq.* of the California Business and Professions Code.

13 95. The aforementioned practices, which Defendant has used to its significant  
14 financial gain, also constitute unlawful competition and provide an unlawful advantage over  
15 Defendant's competitors as well as injury to the general public.

16 96. As a direct and proximate result of such actions, Plaintiff and the other members  
17 of the Class have suffered and continue to suffer injury in fact and have lost money and/or  
18 property as a result of such deceptive and/or unlawful trade practices and unfair competition in  
19 an amount which will be proven at trial, but which is in excess of the jurisdictional minimum of  
20 this Court. In particular, Plaintiff and those similarly situated paid a price premium for the  
21 Products, i.e., the difference between the price consumers paid for the Products and the price  
22 that they would have paid but for Defendant's misrepresentation. This premium can be  
23 determined by using econometric or statistical techniques such as hedonic regression or conjoint  
24 analysis. Alternatively, Plaintiff and those similarly situated will seek a full refund of the price  
25 paid upon proof that the sale of the Products was unlawful.

26 97. Plaintiff seeks, on behalf of those similarly situated, equitable relief, including  
27 restitution for the premium and/or the full price that he and others paid to Defendant as result of  
28 Defendant's conduct. Plaintiff and the Class lack an adequate remedy at law to obtain such

1 relief with respect to his “unfairness” claims in this UCL cause of action, because there is no  
2 cause of action at law for “unfair” conduct. Plaintiff and the Class similarly lack an adequate  
3 remedy at law to obtain such relief with respect to his “unlawfulness” claims in this UCL cause  
4 of action because the FTC Green Guides and Environmental Claims Marketing Act do not  
5 provide a direct cause of action, so Plaintiff and the Class must allege those violations as  
6 predicate acts under the UCL to obtain relief.

7 98. Plaintiff also seeks equitable relief, including restitution, with respect to his UCL  
8 unlawfulness claims for violations of the CLRA, FAL and his UCL deceptiveness claims.  
9 Pursuant to Federal Rule of Civil Procedure 8(e)(2), Plaintiff makes the following allegations in  
10 this paragraph only hypothetically and as an alternative to any contrary allegations in the other  
11 causes of action, in the event that such causes of action will not succeed. Plaintiff and the Class  
12 may be unable to obtain monetary, declaratory and/or injunctive relief directly under the other  
13 causes of action and will lack an adequate remedy of law, if the Court requires him to show  
14 classwide reliance and materiality beyond the objective reasonable consumer standard applied  
15 under the UCL, because Plaintiff may not be able to establish each Class Member’s  
16 individualized understanding of Defendant’s misleading representations, but the UCL does not  
17 require individualized proof of deception or injury by absent class members. *See, e.g., Stearns v*  
18 *Ticketmaster*, 655 F.3d 1013, 1020, 1023-25 (distinguishing, for purposes of CLRA claim,  
19 among class members for whom website representations may have been materially deficient,  
20 but requiring certification of UCL claim for entire class). In addition, Plaintiff and the Class  
21 may be unable to obtain such relief under the other cause of action and will lack an adequate  
22 remedy at law, if Plaintiff is unable to demonstrate the requisite *mens rea* (intent, reckless,  
23 and/or negligence), because the UCL imposes no such *mens rea* requirement and liability exists  
24 even if Defendant acted in good faith.

25 99. Plaintiff seeks, on behalf of those similarly situated, a declaration that the above-  
26 described trade practices are fraudulent and/or unlawful.

27 100. Plaintiff seeks, on behalf of those similarly situated, an injunction to prohibit the  
28 sale of the Products within a reasonable time after entry of judgment, unless packaging and

1 marketing is modified to remove the implication that the Products are recyclable and disclose  
2 the omitted facts about the recyclability of the Products. Such misconduct by Defendant, unless  
3 and until enjoined and restrained by order of this Court, will continue to cause injury in fact to  
4 the general public and the loss of money and property in that Defendant will continue to violate  
5 the laws of California, unless specifically ordered to comply with the same. This expectation of  
6 future violations will require current and future consumers to repeatedly and continuously seek  
7 legal redress in order to recover monies paid to Defendant to which Defendant is not entitled.  
8 Plaintiff, those similarly situated and/or other consumers nationwide have no other adequate  
9 remedy at law to ensure future compliance with the California Business and Professions Code  
10 alleged to have been violated herein.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff, on behalf of himself and those similarly situated, respectfully  
13 request that the Court enter judgement against Defendant as follows:

- 14 A. Certification of the proposed Class, including appointment of Plaintiff's counsel  
15 as Class Counsel;
- 16 B. An order temporarily and permanently enjoining Defendant from continuing the  
17 unlawful, deceptive, fraudulent, and unfair business practices alleged in this  
18 Complaint;
- 19 C. An award of compensatory damages in an amount to be determined at trial;
- 20 D. An award of statutory damages in an amount to be determined at trial;
- 21 E. An award of punitive damages in an amount to be determined at trial;
- 22 F. An award of treble damages;
- 23 G. An award of restitution in an amount to be determined at trial;
- 24 H. An order requiring Defendant to pay both pre- and post-judgment interest on any  
25 amounts awarded;
- 26 I. For reasonable attorney's fees and the costs of suit incurred; and
- 27 J. For such further relief as this Court may deem just and proper.
- 28

**JURY TRIAL DEMANDED**

Plaintiff hereby demands a trial by jury.

Dated: July 1, 2022

**GUTRIDE SAFIER LLP**



---

Seth A. Safier, Esq.  
Marie McCrary, Esq.  
100 Pine Street, Suite 1250  
San Francisco, CA 94111

Attorneys for Plaintiff

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28