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5 **Attorneys for Plaintiff Sharon Manier**
and the Proposed Class

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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 SHARON MANIER, an individual, on
11 behalf of herself and all others similarly
12 situated,

13 Plaintiff,

14 vs.

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16 LA FERMIERE INC., a Delaware
17 Corporation,

18 Defendant.
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Case No: 5:22-CV-01894

COMPLAINT FOR:

1. Violation of the Consumers Legal Remedies Act (Cal. Civ. Code §§ 1750, *et seq.*)
2. Violation of the Unfair Competition Law. (Cal. Bus. & Prof. Code §§ 17200, *et seq.*)
3. Violation of the False Advertising Law (Cal. Bus. & Prof. Code §§ 17500, *et seq.*)
4. Breach of Warranty
5. Unjust Enrichment

DEMAND FOR JURY TRIAL

CLASS ACTION

1 Plaintiff SHARON MANIER (“Plaintiff”) brings this class action, on behalf
2 of herself and all others similarly situated against La Fermiere Inc. (“La Fermiere”
3 or “Defendant”). Plaintiff alleges the following based upon information and belief,
4 the investigation of counsel, and personal knowledge as to the allegations pertaining
5 to herself.

6 **I. NATURE OF THE CASE**

7 1. Defendant profits off the booming market for foreign made goods by
8 misrepresenting on the labels of its yogurt products that they are made in France. In
9 reality, the yogurts are made in New York.

10 2. The yogurts are sold in several flavors, including, vanilla bean, pressed
11 lemon, orange blossom honey, rose, lavender, mango passion fruit, raspberry
12 blueberry, peach apricot, strawberry pomegranate, salted caramel, pineapple
13 coconut and plain. In addition, there are seasonal flavors including pumpkin spice
14 and chestnut. Collectively, all flavors of yogurt are referred to as “Products”.

15 3. The front label on the Products are all identical, except for the name of
16 the flavor, the picture associated with the flavor, the size of the jar, and a “Seasonal
17 Flavor” stamp for the seasonal flavors.

18 4. Defendant’s marketing, labeling and sale of the Products misleads a
19 reasonable consumer to believe that the yogurts are made in France, by using the
20 words “Naturally French” on the front label.

21 5. Consumers interpret that statement to mean that the products are made
22 in France, when in actuality they are made in the United States, in New York.

23 6. Consumers care about where and how products are made.

24 7. Defendant is able to charge a premium price based on these
25 misrepresentations and consumers pay this premium price believing that the yogurt
26 they are purchasing was actually made in France.

27 8. The misrepresentations on the Products are uniform and communicated
28 to Plaintiff and every Class member at the point of purchase of the product.

1 9. Plaintiff was misled by the affirmative misrepresentations on
2 Defendant's product packaging. Had she been aware of the misrepresentations
3 described herein, she would not have purchased Defendant's products.

4 10. Plaintiff thus bring this action pursuant to: (i) California Civil Code §§
5 1750, et seq. (the Consumers Legal Remedies Act or "CLRA"); (ii) California's
6 Business & Professions Code §§ 17200, et seq. (the Unfair Competition Law or
7 "UCL"); (iii) Cal. Bus. & Prof. Code §§ 17500, et seq. (the False Advertising Law).
8 Plaintiff also brings claims for breach of warranty and unjust enrichment. Plaintiff
9 seeks damages, restitution and injunctive relief, and any other relief deemed
10 appropriate by the court to which this case is assigned.

11 **II. JURISDICTION AND VENUE**

12 11. This Court has personal jurisdiction over Defendant, because
13 Defendant has conducted and continues to conduct business in the State of
14 California, and because Defendant has committed the acts and omissions
15 complained of herein in the State of California.

16 12. This court has subject matter jurisdiction pursuant to the Class Action
17 Fairness Act, 28 U.S.C. 1332(d), as Plaintiff (California) and Defendant (Delaware)
18 are diverse, there are over 100 class members, and the amount in controversy
19 exceeds \$5 million.

20 13. Venue is proper in this District, because a substantial portion of the acts
21 giving rise to this action occurred in this District. Specifically, Plaintiff resides and
22 purchased the offending yogurt products within this District.

23 **III. PARTIES**

24 14. **Plaintiff Sharon Manier** is, and at all times mentioned herein was, an
25 individual citizen of the State of California and resident of Riverside, California.

26 15. Plaintiff has purchased the Products several times during the relevant
27 statute of limitations period for personal and household consumption. Plaintiff has
28 purchased the Strawberry Pomegranate and Mango Passion Fruit flavors.

1 16. Plaintiff's most recent purchase was approximately three months ago at
2 Ralphs located at 6155 Magnolia Avenue, Riverside, CA 92506. Plaintiff purchased
3 the Mango Passion Fruit flavor. Plaintiff does not recall the exact price she paid but
4 believes it was significantly more expensive than other yogurt products.

5 17. Plaintiff purchased the Products over other less expensive yogurt
6 products in reliance on Defendant's representations that the Product was made in
7 France, by use of the words "Naturally French".

8 18. Plaintiff paid a premium price for the Products above the price of other
9 yogurts.

10 19. Plaintiff relied upon Defendant's misrepresentations in making her
11 decision to purchase the Products. Plaintiff suffered injury in that she would not have
12 bought Defendant's Products had she known that the Products were not made in
13 France. Plaintiff would like to buy Defendant's Products in the future if and when
14 they are produced in France or if the misrepresentations are corrected, so that they
15 are not being sold at a premium based on the misrepresentation that they are made
16 in France. She does not currently intend to do so because she cannot rely on the
17 accuracy of the representations in deciding whether or not she should purchase
18 Defendant's Products but would be able to do so once the Court issues an injunction.

19 20. **Defendant La Fermiere Inc.** is a Delaware corporation with its
20 principal place of business in New Jersey.

21 21. Defendant is in the business of manufacturing, distributing and selling
22 yogurts throughout the country, including in California.

23 22. On information and belief, the labeling for the Products, that Plaintiff
24 and Class members relied upon in making their decisions to purchase the Products
25 were conceived, designed, prepared and/or approved by Defendant and were
26 disseminated by Defendant and its agents through labeling, marketing and
27 advertising containing the misrepresentations, from its headquarters.

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1 23. On information and belief, in committing the wrongful acts alleged
2 herein, Defendant in connection with its subsidiaries, affiliates and/or other related
3 entities and their employees planned, participated in and furthered a common
4 scheme to induce members of the public to purchase the Products by means of false,
5 misleading, deceptive and fraudulent representations, and Defendant participated in
6 the making of such representations in that it disseminated misrepresentations or
7 caused them to be disseminated.

8 **IV. FACTUAL ALLEGATIONS**

9 24. Upon information and belief, Defendant runs the United States
10 operations for a French-based company that manufactures, labels, distributes and
11 sells yogurt in France and throughout Europe.

12 25. Defendant manufactures labels, distributes and sells yogurt products
13 throughout the United States.

14 26. The yogurts are sold in several flavors, including, vanilla bean, pressed
15 lemon, orange blossom honey, rose, lavender, mango passion fruit, raspberry
16 blueberry, peach apricot, strawberry pomegranate, salted caramel, pineapple
17 coconut and plain. In addition, there are seasonal flavors including pumpkin spice
18 and chestnut.

19 27. The front label on the Products are all identical, except for the name of
20 the flavor, the picture associated with the flavor, the size of the jar, and a “Seasonal
21 Flavor” stamp for the seasonal flavors.

22 28. Defendant’s Products are in glass and terra cotta jars, which unlike the
23 ones sold in France, contain the words “Naturally French” on their front labels.

24 29. Examples of the front labels of several flavors are below:

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A. CONSUMER DEMAND FOR AUTHENTICITY

30. Today’s consumers are faced with increasing commercialization of products and seek brands that are genuine.

31. For many consumers, authenticity has overtaken quality as the prevailing purchasing criterion.

32. Manufacturers and marketers use origin claims to distinguish their products from other products, knowing consumers rely on the accuracy of those claims in making their purchasing decisions. In fact, consumers are willing to pay premium prices for Products that are authentically connected to a significant geographical area.

33. Consumers often pay a price premium for what they perceive to be authentic products, particularly those perceived to be authentically associated with a specific place, such as France, in the case of Defendant’s Products.

1 34. Consumers have an expectation that a product made in such location
2 and imported to the United States will be higher quality than those made in the
3 United States.

4 35. In the present instance, consumers expect Defendant's products to be
5 made in France.

6 **B. MISREPRESENTATIONS**

7 36. Defendant's marketing and advertising of the Products gives consumers
8 the impression that they are made in France, including its front label representations
9 that the Products are "Naturally French".

10 37. However, contrary to the Products' representations and omissions, they
11 are not made in France, but rather they are made in the United States, and specifically
12 in New York.

13 38. Defendant's labeling of the products with these representations
14 demonstrates its intent to persuade customers that the Products are made in France
15 and are therefore higher quality and to justify the premium prices.

16 39. On March 31, 2022, Taste France, an entity steered by the French
17 Ministry of Agriculture and Food reported on La Fermiere opening a new factory in
18 the United States to meet rising demand. In the article, which includes numerous
19 quotes from Defendant's CEO, it states "[h]is products, which are labelled
20 "*Naturally French*," benefit from the "Made in France" reputation, which is very
21 popular with American consumers.¹"

22 40. Therefore, is it abundantly clear that Defendants' misrepresentations
23 are false and misleading and are intended to be.

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28 ¹ <https://tastefranceforbusiness.com/la-fermiere-desserts-are-poised-to-take-over-the-u-s-a/> (last accessed, October 21, 2022)

1 **C. RELIANCE AND ECONOMIC INJURY**

2 41. Plaintiff noticed Defendant’s Products on the shelf and observed from
3 the front labels that they were made in France

4 42. When deciding to purchase the Products, Plaintiff sought to purchase
5 yogurts that were made in France.

6 43. Plaintiff expected Defendant’s Products would have been made in
7 France.

8 44. Plaintiff selected Defendant’s Products instead of other varieties of
9 yogurt that were less expensive because she believed that, unlike the other brands of
10 yogurt, Defendant’s products were made in France.

11 45. Plaintiff understood the representations on the front of the label –
12 “Naturally French” - and the notable absence of qualifying words such as “French
13 style” or “French type” to indicate the Product was made in France.

14 46. Plaintiff did not expect the Product to be made in New York, because
15 of the French representations.

16 47. Plaintiff saw and relied on the advertising identified herein, which
17 misleadingly emphasizes France, even though the Products are not made in France.

18 48. Consumers do not view the back label of the Products when purchasing
19 everyday food items such as yogurt. The Products’ front labels indicate they are
20 yogurt made in France. Therefore, Plaintiff did not view the Products’ back label
21 prior to purchasing the Products.

22 49. Plaintiff would not have purchased the Products if she knew the
23 representations were false and misleading.

24 50. Plaintiff paid more for the Products than she otherwise would have, and
25 would only have been willing to pay less, or unwilling to purchase it at all, absent
26 the misleading representations.

27 51. As a result of the false and misleading labeling, the Products are sold at
28 a premium price compared to other similar products represented in a non-misleading

1 way and are sold at a price that is higher than the price of the Products would have
2 been if they were represented in a non-misleading way.

3 52. Plaintiff was also deprived of the benefit of the bargain because the
4 Products she purchased were different than what Defendants warranted.

5 **V. CLASS ACTION ALLEGATIONS**

6 53. Plaintiff brings this action pursuant to Rule 23(a), (b)(2) and (b)(3) of
7 the Federal Rules of Civil Procedure on behalf of herself and all other similarly
8 situated individuals, and as a member of the class and subclass (“Collectively
9 referred to as the “Class”) defined as follows:

10 **The Nationwide Class is defined as follows:**

11 All residents of the United States who, within the applicable
12 statutes of limitation periods, purchased the Products for purposes
13 other than resale.

14 **The California Subclass is defined as follows:**

15 All residents of California, who, within four years prior to the
16 filing of this Complaint, purchased the Products for purposes other
17 than resale.

18 54. Excluded from the Class are: Defendant, its assigns, successors, and
19 legal representatives; any entities in which Defendant has controlling interests; and
20 any Judicial officer to which this case is assigned, their immediate family and staff.

21 55. Plaintiff reserves the right to amend or otherwise alter the class
22 definition presented to the Court at the appropriate time in response to facts learned
23 through discovery, legal arguments advanced by Defendant, or otherwise. Plaintiff
24 also reserves the right to create additional subclasses.

25 56. At this time, Plaintiff does not know the exact number of Class
26 members; however, given the nature of the claims and the number of stores in the
27 United States selling Defendant’s Products, Plaintiff believes that the Class members
28 are so numerous that joinder of all members is impracticable.

1 57. There is a well-defined community of interest in the questions of law
2 and fact involved in this case. The questions of law and fact that are common to the
3 Class members and predominate over questions that may affect individual Class
4 members include:

- 5 1. whether Defendant misrepresented the place of manufacture of
6 its Products;
- 7 2. whether Defendant’s labeling, marketing, advertising, and/or
8 selling of its products with misrepresentations constituted an
9 unfair and/or deceptive trade practice;
- 10 3. whether Defendant participated in and pursued the common
11 course of conduct complained of herein;
- 12 4. whether Defendant was enriched as a result of the unlawful,
13 fraudulent, and unfair conduct alleged in this Complaint such that
14 it would be inequitable for Defendant to retain the benefits
15 conferred upon it by Plaintiff and the other Class members;
- 16 5. whether Defendant’s labeling, marketing, advertising, and/or
17 selling of its products with misrepresentations violated the
18 CLRA;
- 19 6. Whether Defendant’s conduct constitutes breach of warranty;
- 20 7. Whether Plaintiff and the Class are entitled to injunctive relief;
21 and
- 22 8. Whether Defendant was unjustly enriched by its unlawful
23 conduct

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25 58. Plaintiff’s claims are typical of those of the Class because Plaintiff,
26 like all Class members, purchased Defendant’s Products bearing the
27 misrepresentations in a typical consumer setting and sustained damages from
28 Defendant’s wrongful conduct.

1 59. Plaintiff will adequately protect the interests of the Class and has
2 retained counsel who are experienced in litigating complex class actions. Plaintiff
3 has no interests that conflict with those of the Class.

4 60. A class action is superior to other available methods for the fair and
5 efficient adjudication of this controversy.

6 61. The prerequisites to maintaining a class action for injunctive or
7 equitable relief pursuant to Fed. R. Civ. P. 23(b)(2) are met, as Defendant has acted
8 or refused to act on grounds that apply generally to the Class, so that final injunctive
9 relief or corresponding declaratory relief is appropriate with respect to the Class as
10 a whole.

11 62. Defendant's conduct is generally applicable to the Class as a whole and
12 Plaintiff seeks, inter alia, equitable remedies with respect to the Class as a whole. As
13 such, Defendant's systematic policies and practices make declaratory relief with
14 respect to the Class as a whole appropriate.

15 63. The requirements of Fed. R. Civ. P. 23(b)(3) are met as common issues
16 predominate over any individual issues, and treatment of this matter as a class action
17 is superior to numerous individual actions.

18 64. The litigation of separate actions by Class members would create a risk
19 of establishing inconsistent rulings and/or incompatible standards of conduct for
20 Defendant. For example, one court might enjoin Defendant from performing the
21 challenged acts, whereas another might not. Additionally, individual actions may be
22 dispositive of the interests of the Class, although certain Class members are not
23 parties to such actions.

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COUNT I

**Unfair and Deceptive Acts and Practices In Violation of
the California Consumers Legal Remedies Act**

(Cal. Civ. Code §§ 1750, *et seq.*)

(By Plaintiff on Behalf of the California Subclass)

65. Plaintiff incorporates by reference each of the allegations contained in the preceding and following paragraphs of this Complaint and further alleges as follows.

66. This cause of action is brought pursuant to the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750-1785 (the “CLRA”).

67. Plaintiff and the other Subclass members are “consumers,” as the term is defined by California Civil Code § 1761(d), because she and they bought the Products at issue for personal, family, or household purposes.

68. Plaintiff and Defendant, and the other Subclass members and Defendant, have engaged in “transactions,” as that term is defined by California Civil Code §1761(e).

69. The conduct alleged in this complaint constitutes unfair methods of competition and unfair and deceptive acts and practices for the purpose of the CLRA and the conduct was undertaken by Defendant in transactions intended to result in, and which did result in, the sale of goods to consumers.

70. As alleged more fully above, Defendant has violated the CLRA by misrepresenting to Plaintiff and the other Subclass members that its Products are made in France.

71. As a result of engaging in such conduct, Defendant has violated California Civil Code § 1770(a)(2), (a)(4), (a)(5), (a)(7), (a)(9) and (a)(16).

72. Pursuant to California Civil Code § 1780(a)(2) and (a)(5), Plaintiff seeks an order of this Court that includes, but is not limited to, an order requiring Defendant to:

1 a. Remove and/or refrain from making statements representing that
2 the products are made in France; and/or clarify on the front labels
3 the true origin of the products; and

4 b. Conduct a corrective advertising campaign.

5 73. Plaintiff and the other Subclass members may be irreparably harmed
6 and/or denied an effective and complete remedy if such an order is not granted.

7 74. The unfair and deceptive acts and practices of Defendant, as described
8 above, present a serious threat to Plaintiff and the other Subclass members.

9 75. Plaintiff seeks injunctive relief for violation of this act.

10 76. Pursuant to California Civil Code §1780, Plaintiff and the other
11 Subclass members also seek recovery of attorneys' fees and costs of litigation.

12 77. Pursuant to California Civil Code §1782, Plaintiff will send a letter to
13 Defendant via certified mail that provides notice of Defendant's violations of the
14 CLRA and demand that within thirty (30) days from that date, Defendant correct,
15 repair, replace or otherwise rectify the unlawful, unfair, false and/or deceptive
16 practices complained of herein. The letter will also state that if Defendant refuses to
17 do so, a complaint seeking damages in accordance with the CLRA will be filed. If
18 Defendant fails to rectify the unlawful, unfair, false, and/or deceptive practices
19 alleged herein, Plaintiff will amend this Complaint to seek damages for violation of
20 this Act.

21 **COUNT II**

22 **Violation of California's Unfair Competition Law**

23 **(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

24 **(By Plaintiff on Behalf of the California Subclass)**

25 78. Plaintiff incorporates by reference each of the allegations contained in
26 the preceding and following paragraphs of this Complaint and further alleges as
27 follows.

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1 79. By committing the acts and practices alleged herein, Defendant has
2 violated California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§
3 17200-17210, as to the Subclass as a whole, by engaging in unlawful, fraudulent,
4 and unfair conduct.

5 80. **Unlawful Conduct.** Defendant has violated the UCL's proscription
6 against engaging in unlawful conduct as a result of violations of the CLRA, Cal. Civ.
7 Code § 1770(a)(2), (a)(4), (a)(5), (a)(7), (a)(9) and (a)(16), as alleged above.

8 81. **Unfair Conduct.** Defendant's acts and practices described above also
9 violate the UCL's proscription against engaging in unfair conduct.

10 82. Plaintiff and the other Subclass members suffered a substantial injury
11 by virtue of buying products that they would not have purchased absent Defendant's
12 unlawful, fraudulent, and unfair labeling or by virtue of paying an excessive
13 premium price for the unlawfully, fraudulently, and unfairly labeled products.

14 83. There is no benefit to consumers or competition from deceptively
15 labeling products, other than to increase Defendant's own profits.

16 84. The gravity of the consequences of Defendant's conduct as described
17 above outweighs any justification, motive, or reason therefore, particularly
18 considering the available legal alternatives which exist in the marketplace, and such
19 conduct is immoral, unethical, unscrupulous, offends established public policy, or is
20 substantially injurious to Plaintiff and the other Subclass members.

21 85. **Fraudulent Conduct.** Defendant's acts and practices described above
22 also violate the UCL's proscription against engaging in fraudulent conduct.

23 86. The representations and omissions constitute "fraudulent" business acts
24 and practices because they are false and misleading to Plaintiff and the Subclass
25 members.

26 87. Defendant's representations and omissions deceived Plaintiff and the
27 Subclass members about the Products' origins.

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1 88. Defendant knew or reasonably should have known that its statements
2 and omissions concerning the Products were likely to deceive consumers.

3 89. Plaintiff and the other Subclass members suffered a substantial injury
4 by virtue of buying products that they would not have purchased absent Defendant's
5 unlawful, fraudulent, and unfair labeling or by virtue of paying an excessive
6 premium price for the unlawfully, fraudulently, and unfairly labeled products.

7 90. Plaintiff and the other Subclass members had no way of reasonably
8 knowing that the products they purchased were not as marketed, advertised,
9 packaged, or labeled. Thus, they could not have reasonably avoided the injury each
10 of them suffered.

11 91. Defendant's violations of the UCL continue to this day. Pursuant to
12 California Business and Professional Code § 17203, Plaintiff and the Subclass seek
13 an order of this Court that includes, but is not limited to, an order requiring
14 Defendant to:

- 15 a. Remove and/or refrain from making statements representing that
16 the products are made in France and/or clarify on the front labels
17 the true origin of the products;
- 18 b. Conduct a corrective advertising campaign;
- 19 c. Provide restitution to Plaintiff and the other Subclass members;
- 20 d. Disgorge all revenues obtained as a result of violations of the
21 UCL; and
- 22 e. Pay Plaintiff's and the Subclass' attorneys' fees and costs.

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COUNT III

Violation of California’s False Advertising Law

(Cal. Bus. & Prof. Code §§ 17500, *et seq.*)

(By Plaintiff on Behalf of the California Subclass)

92. Plaintiff incorporates by reference each of the allegations contained in the preceding and following paragraphs of this Complaint and further alleges as follows.

93. The False Advertising Law prohibits making any false or misleading advertising claim.

94. Defendant makes false and misleading advertising claims by deceiving consumers as to the origin of the Products, namely, that they are made in France.

95. In reliance on these false and misleading advertising claims, Plaintiff and the Subclass members purchased and consumed the Products without the knowledge that they were not made in France.

96. Defendant knew or should have known that its representations and omissions were likely to deceive consumers.

97. As a result, Plaintiff and the Subclass members seek injunctive and equitable relief, restitution, and an order for the disgorgement of the funds by which Defendant was unjustly enriched.

COUNT IV

Breach of Warranty

(By Plaintiff on Behalf of the Nationwide Class)

98. Plaintiff incorporates by reference each of the allegations contained in the preceding and following paragraphs of this Complaint and further alleges as follows.

99. By advertising and selling the Products at issue, Defendant made promises and affirmations of fact on the Products’ packaging and labeling, as described herein. This labeling and advertising constitute express warranties and

1 became part of the basis of the bargain between Plaintiff and members of the Class
2 and Defendant. Defendant purports, through the Products' labeling and advertising,
3 to create express warranties that the Products, among other things, conform to the
4 labeling and advertising.

5 100. By advertising and selling the Products at issue, Defendant, a merchant
6 of goods, made promises and affirmations of fact that the Products are merchantable
7 and conform to the promises or affirmations of fact made on the Products' packaging
8 and labeling, and through its marketing and advertising, as described herein. This
9 labeling and advertising, combined with the implied warranty of merchantability,
10 constitute warranties that became part of the basis of the bargain between Plaintiff
11 and members of the Class and Defendant--- that the Products, among other things,
12 conform to the labeling and advertising.

13 101. Contrary to Defendant's warranties, the Products do not conform to the
14 labeling and advertising and, therefore, Defendant breached its warranties about the
15 Products and their qualities.

16 102. As a direct and proximate result of Defendant's breach of warranty,
17 Plaintiff and members of the Class were harmed in the amount of the purchase price
18 they paid for the Products. Further, Plaintiff and members of the Class have suffered
19 and continue to suffer economic losses and other damages including, but not limited
20 to, the amounts paid for the Products, and any interest that would have accrued on
21 those monies, in an amount to be proven at trial.

22 103. Accordingly, Plaintiff seek a monetary award for breach of warranty in
23 the form of damages, restitution, and/or disgorgement of ill-gotten gains to
24 compensate Plaintiff and the Class for said monies, as well as injunctive relief to
25 enjoin Defendant's misconduct to prevent ongoing and future harm that will result.

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1 **COUNT V**

2 **Unjust Enrichment**

3 **(By Plaintiff on Behalf of the Nationwide Class)**

4 104. Plaintiff incorporates by reference each of the allegations contained in
5 the preceding and following paragraphs of this Complaint and further alleges as
6 follows.

7 105. As alleged above, Defendant’s false and misleading labeling caused
8 Plaintiff and the Class to purchase the Products at a premium.

9 106. It would be unjust and inequitable for Defendant to retain the above-
10 mentioned benefits. Defendant was only able to charge a premium for the Products
11 by intentionally misrepresenting the Products.

12 107. Defendant obtained benefits and monies because the Products were not
13 as represented and expected, to the detriment and impoverishment of Plaintiff and
14 the Class members, who seek restitution and disgorgement of inequitably obtained
15 profits.

16 **PRAYER FOR RELIEF**

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18 WHEREFORE, Plaintiff demands judgment on behalf of herself and the Class
19 as follows:

- 20 A. An order certifying the proposed Class; appointing Plaintiff as
21 representative of the Class; and appointing Plaintiff’s undersigned
22 counsel as Class counsel;
- 23 B. A declaration that Defendant is financially responsible for notifying
24 Class members of the pendency of this suit;
- 25 C. A declaration that Defendant has committed the violations alleged
26 herein;
- 27 D. An award of restitution for Class members;
- 28 E. An award of disgorgement for Class members;

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- F. An order enjoining Defendant’s unlawful and deceptive acts and practices, and requiring it to correct the misrepresentation that the products are made in France and requiring a corrective advertising campaign;
- G. Injunctive relief for Class members;
- H. An order awarding Plaintiff and the other Class members the reasonable costs and expenses of suit, including their attorneys’ fees;
- I. An order awarding prejudgment and post-judgment interest, consistent with permissible law and pursuant to only those causes of action so permitted; and
- J. Any further relief that the Court may deem appropriate.

JURY TRIAL DEMANDED

Plaintiff demands a trial by jury for all claims so triable.

Date: October 27, 2022 BEN TRAVIS LAW, APC

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