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*Attorneys for Plaintiff, and all others similarly situated*

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

SARAH SOM-DOTSON,  
individually, and on behalf of others  
similarly situated,

Plaintiff,

vs.

HEALTH GARDEN OF NY, INC.  
d/b/a HEALTH GARDEN USA

Defendants.

Case No. **23STCV02680**

**CLASS ACTION COMPLAINT**

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

**Jury Trial Demanded**

1 Now comes the Plaintiff, SARAH SOM-DOTSON (“Plaintiff”), individually  
2 and on behalf of all others similarly situated, by and through her attorneys, and for  
3 her Complaint against the Defendant, HEALTH GARDEN OF NY, INC.,  
4 (“Defendant”), Plaintiff alleges and states as follows:

5 **PRELIMINARY STATEMENTS**

6 1. This is an action for damages, injunctive relief, and any other available  
7 legal or equitable remedies, for violations of Unfair Competition Law (Cal.  
8 Business & Professions Code §§ 17500 *et seq.*, and Unfair Competition Law (Cal.  
9 Business & Professions Code §§ 17200 *et seq* resulting from the illegal actions of  
10 Defendant, in advertising and labeling its products as all natural, when the products  
11 contain xylitol a an artificial sweetner. Plaintiff alleges as follows upon personal  
12 knowledge as to herself and her own acts and experiences, and, as to all other  
13 matters, upon information and belief, including investigation conducted by her  
14 attorneys.

15 **JURISDICTION AND VENUE**

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

19 3. This court has personal jurisdiction over Defendants, because  
20 Defendants do business within the State of California and County of Los Angeles.

21 4. Venue is proper in this Court because Defendants do business *inter*  
22 *alia* in the county of Los Angeles and a significant portion of the conduct giving  
23 rise to Plaintiff’s Claims happened here.

24 **PARTIES**

25 5. Plaintiff is an individual who was at all relevant times residing in Los  
26 Angeles, California.

27 6. Defendant HEALTH GARDEN OF NY, INC. is a New Jersey  
28 Corporation whose principal place of business is located in Union, New Jersey.

1           7. At all times relevant hereto, Defendant was engaged in the  
2 manufacturing, marketing, and sale of food products.

3                                   **FACTS COMMON TO ALL COUNTS**

4           8. Defendants manufacture, advertise, market, sell, and distribute food  
5 products throughout California and the United States under brand name HEALTH  
6 GARDEN.

7           9. During the Class Period all of Defendant’s following products (the  
8 “Products”) were advertised as all natural when they contained xylitol:

- 9           a. Birch Xylitol Sweetner
- 10           b. Ketchup
- 11           c. Xylitol Honey Sweetner
- 12           d. Baking Sweetner
- 13           e. Vanilla Sweetner

14           10. All of the Products listed in Paragraph No. 9 above are substantially  
15 similar because all of the products contain the same challenged ingredient, all of the  
16 Products are sugar free food products, all of the Products contain the all natural  
17 labeling, and all Products are fraudulent for the same reason, namely that they  
18 contain Xylitol.

19           11. The Food and Drug Administration has not officially defined the term  
20 “natural”, and has not promulgated an official rule regarding the use of the term  
21 “natural.” Additionally, the Food and Drug Administration’s informal, non-binding  
22 policy only addresses the term “natural” without any reference to terms like “all  
23 natural”.

24           12. The labels “Natural” and “All Natural” are not the same labels because  
25 the label “Natural” only contains the word “Natural” and the label “All Natural”  
26 includes the term “All” which is not present in the label “Natural”.

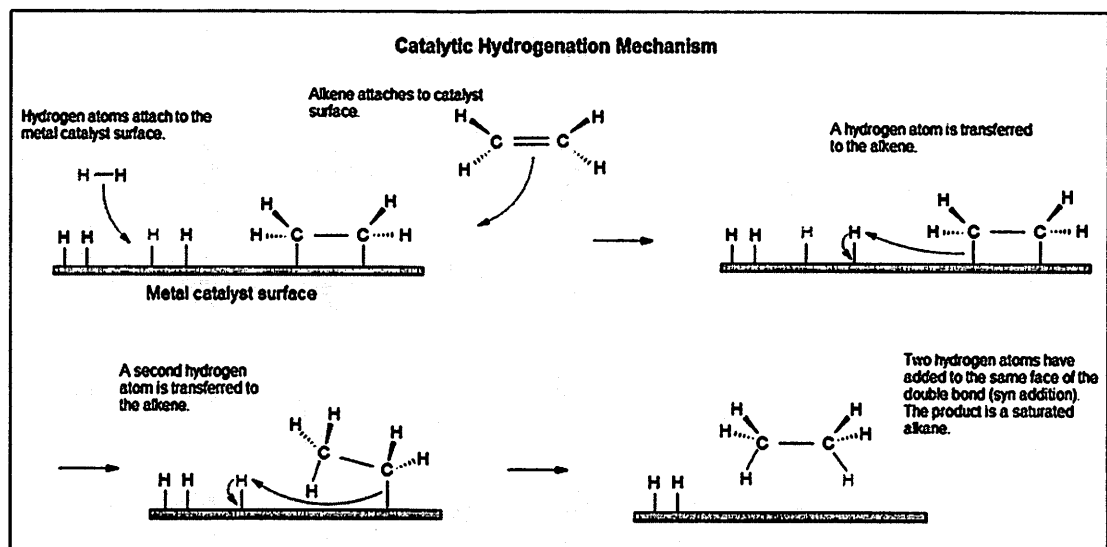
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1 13. Plaintiff, and reasonable consumers, understand that “All Natural”  
 2 products are completely natural, including each and every ingredient therein,  
 3 because the label “All Natural” includes the term “All”.

4 14. Reasonable consumers do not expect “All Natural” products to contain  
 5 synthetic ingredients because the term “All” indicates to consumers that all parts of  
 6 the products, including all ingredients, will be natural.

7 15. Hydrogenation is a synthetic reaction that between hydrogen gas and  
 8 an unsaturated double bond in a molecule under high pressure in the presence of a  
 9 metal catalyst. <sup>1</sup>

10 16. The following diagram depicts the hydrogenation process: <sup>2</sup>



17. This synthetic reaction must occur under a temperature of 212–302°F  
 and a pressure of 98–148 times standard atmospheric pressure. In addition, for the

<sup>1</sup> Monoj K Gupta, Practical Guide To Vegetable Oil Processing  
<https://www.sciencedirect.com/book/9781630670504/practical-guide-to-vegetable-oil-processing>

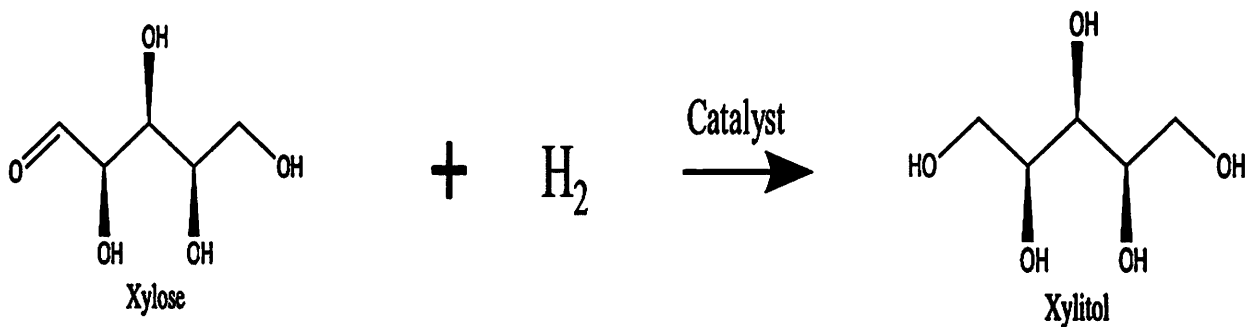
<sup>2</sup> Catalytic Hydrogenation of Alkenes,  
[https://chem.libretexts.org/Bookshelves/Organic\\_Chemistry/Supplemental\\_Modules\\_\(Organic\\_Chemistry\)/Alkenes/Reactivity\\_of\\_Alkenes/Catalytic\\_Hydrogenation](https://chem.libretexts.org/Bookshelves/Organic_Chemistry/Supplemental_Modules_(Organic_Chemistry)/Alkenes/Reactivity_of_Alkenes/Catalytic_Hydrogenation)

1 reaction to occur a metal catalyst typically nickel, molybdenum, palladium, or  
2 platinum must be present alongside hydrogen gas.

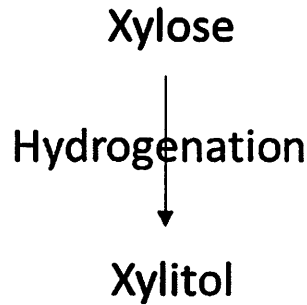
3 18. As demonstrated in Paragraphs No. 15 through 17 above, natural  
4 substances are chemically altered when reacted with a metal catalyst in the presence  
5 of hydrogen gas so that they are different than how they naturally occur.  
6 Furthermore, this chemical change results from a non-naturally occurring reaction.  
7  
8 As a result, all the hydrogenated ingredients in the Products are artificial.  
9

10 19. Xylitol is an synthetic chemical prepared by hydrogenation of xylose.  
11 In addition, for the reaction to occur a metal catalyst typically nickel, molybdenum,  
12 palladium, or platinum must be present alongside hydrogen gas.  
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14 20. The following are skeletal formulas of the reaction necessary to create  
15 xylitol:  
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1           21.    The following chart depicts the chemical steps between natural xylose  
2 and the synthetic xylitol:  
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10           22.    On or about January 11, 2023, Plaintiff purchased one of the Ketchup  
11 Products from Defendant’s website.

12           23.    Prior to purchasing the Ketchup Product Plaintiff visited observed the  
13 Ketchup Product webpage that stated the Product was “all natural” and observed  
14 that the Product packaging was labeled “all natural”.

15           24.    When purchasing the Ketchup Product Plaintiff made her purchasing  
16 decision because of the labeling on the Product that read “all natural” and the  
17 advertising on Defendant’s website that she viewed.

18           25.    Persons, like Plaintiff herein, have an interest in purchasing products  
19 that do not contain false and misleading claims.

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1           26. The following photos are examples of the Products' packaging  
2 including the relevant labeling:  
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23           27. Plaintiff is interested in purchasing the Products again in the future,  
24 and as a result he will be harmed if Defendants are not forced to correct the  
25 fraudulent labeling or remove the Xylitol.

26           28. Plaintiff has been deprived of her legally-protected interest to obtain  
27 true and accurate information about the consumer products she buys as required by  
28 California Law.

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29. As a result, Plaintiff and the class members have been misled into purchasing Products that did not provide them with the benefit of the bargain they paid money for, namely that the Products were “all natural”.

30. Plaintiff did not understand that Xylitol is an synthetic chemical and could not have known without an advanced understanding of chemistry.

31. Furthermore, due to Defendants’ intentional, deceitful practice of labeling the Products as “all natural” Plaintiff could not have known that the Products contained an synthetic chemical.

32. By making false and misleading claims about the qualities of the Products, Defendants impaired Plaintiff’s ability to choose the type and quality of the Products she chose to buy.

33. Worse than the lost money, Plaintiff and the class members have been deprived of their protected interest to choose the type and quality of the products they ingest.

34. Defendants, and not Plaintiff, the Class, or Sub-Class, knew or should have known that the xylitol contained in the Products was artificial, and that Plaintiff, the Class, and Sub-Class members would not be able to tell the Products contained synthetic ingredients unless Defendants expressly told them, as required by law.

35. As a result of Defendants’ acts and omissions outlined above, Plaintiff has suffered concrete and particularized injuries and harm, which include, but are not limited to, the following:

- a. Lost money;
- b. Wasting Plaintiff’s time; and
- c. Stress, aggravation, frustration, loss of trust, loss of serenity, and loss of confidence in product labeling.

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**CLASS ALLEGATIONS**

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2 36. Plaintiff brings this action on behalf of themselves and all others  
3 similarly situated, as members of the proposed class (the “Class”), defined as  
4 follows:

5 All persons within the United States who purchased the  
6 Products within four years prior to the filing of the  
7 original Complaint through to the date of class  
8 certification.

9 37. Plaintiff also brings this action on behalf of himself and all others  
10 similarly situated, as a member of the proposed California sub-class (the “Sub-  
11 Class”), defined as follows:

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

15 38. Defendants, their employees and agents are excluded from the Class  
16 and Sub-Class. Plaintiff does not know the number of members in the Class and  
17 Sub-Class, but believe the members number in the thousands, if not more. Thus,  
18 this matter should be certified as a Class Action to assist in the expeditious litigation  
19 of the matter.

20 39. The Class and Sub-Class are so numerous that the individual joinder  
21 of all of their members is impractical. While the exact number and identities of their  
22 members are unknown to Plaintiff at this time and can only be ascertained through  
23 appropriate discovery, Plaintiff is informed and believes and thereon alleges that  
24 the Class and Sub-Class include thousands, if not millions of members. Plaintiff  
25 alleges that the class members may be ascertained by the records maintained by  
26 Defendants.

27 40. This suit is properly maintainable as a class action pursuant to Fed. R.  
28 Civ. P. 23(a) because the Class and Sub-Class are so numerous that joinder of their

1 members is impractical and the disposition of their claims in the Class Action will  
2 provide substantial benefits both to the parties and the Court.

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

- 7 a. Whether the Defendants intentionally, negligently, or recklessly  
8 disseminated false and misleading information by labeling the  
9 Products as “all natural” when the Products contain synthetic  
10 ingredients;
- 11 b. Whether the Class and Sub-Class members were informed that  
12 the Products contained synthetic ingredients;
- 13 c. Whether the Products contained synthetic ingredients;
- 14 d. Whether Defendants’ conduct was unfair and deceptive;
- 15 e. Whether Defendants unjustly enriched themselves as a result of  
16 the unlawful conduct alleged above;
- 17 f. Whether the inclusion of synthetic ingredients in the Products is  
18 a material fact;
- 19 g. Whether there should be a tolling of the statute of limitations;  
20 and
- 21 h. Whether the Class and Sub-Class are entitled to restitution,  
22 actual damages, punitive damages, and attorney fees and costs.

23 42. As a resident of the United States and the State of California who  
24 purchased the Products, Plaintiff is asserting claims that are typical of the Class and  
25 Sub-Class.

26 43. Plaintiff has no interests adverse or antagonistic to the interests of the  
27 other members of the Class and Sub-Class.  
28

1           44. Plaintiff will fairly and adequately protect the interests of the members  
2 of the Class and Sub-Class. Plaintiff has retained attorneys experienced in the  
3 prosecution of class actions.

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

18           46. The prosecution of separate actions by individual members of the Class  
19 and Sub-Class would create a risk of adjudications with respect to them that would,  
20 as a practical matter, be dispositive of the interests of the other class members not  
21 parties to such adjudications or that would substantially impair or impede the ability  
22 of such non-party class members to protect their interests.

23           47. Defendants have acted or refused to act in respect generally applicable  
24 to the Class and Sub-Class thereby making appropriate final and injunctive relief  
25 with regard to the members of the Class and Sub-Class as a whole.

26           48. The size and definition of the Class and Sub-Class can be identified  
27 through records held by retailers carrying and reselling the Products, and by  
28 Defendants' own records.

**COUNT I**  
**VIOLATIONS OF THE CALIFORNIA FALSE ADVERTISING ACT**  
**(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)**  
**On behalf of the Class and the Sub-Class**

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4 49. Plaintiff incorporates by reference each allegation set forth above in  
5 paragraphs 1 through 48.

6 50. Pursuant to California Business and Professions Code section 17500,  
7 *et seq.*, it is unlawful to engage in advertising “which is untrue or misleading, and  
8 which is known, or which by the exercise of reasonable care should be known, to  
9 be untrue or misleading...or...to so make or disseminate or cause to be so made or  
10 disseminated any such statement as part of a plan or scheme with the intent not to  
11 sell that personal property or those services, professional or otherwise, so  
12 advertised at the price stated therein, or as so advertised.”

13 51. California Business and Professions Code section 17500, *et seq.*’s  
14 prohibition against false advertising extends to the use of false or misleading  
15 written statements.

16 52. Defendant misled consumers by making misrepresentations and  
17 untrue statements about the Class Products, namely, Defendant sold the Products  
18 with labeling claiming the Products all natural, and made false representations to  
19 Plaintiff and other putative class members in order to solicit these transactions.

20 53. Specifically, Defendant claimed the Products were “All Natural”  
21 when the Products contained synthetic ingredients.

22 54. Defendant knew that their representations and omissions were untrue  
23 and misleading, and deliberately made the aforementioned representations and  
24 omissions in order to deceive reasonable consumers like Plaintiff and other Class  
25 and Sub-Class Members.

26 55. As a direct and proximate result of Defendant’s misleading and false  
27 advertising, Plaintiff and the other Class Members have suffered injury in fact and  
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1 have lost money or property. Plaintiff reasonably relied upon Defendant's  
2 fraudulent statements regarding the Products, namely that they did not know the  
3 Products contained synthetic ingredients. In reasonable reliance on Defendant's  
4 omissions of material fact and false advertisements, Plaintiff and other Class and  
5 Sub-Class Members purchased the Products. In turn Plaintiff and other Class  
6 Members ended up with products that turned out to actually be different than  
7 advertised, and therefore Plaintiff and other Class Members have suffered injury  
8 in fact.

9 56. Plaintiff alleges that these false and misleading written  
10 representations made by Defendant constitute a "scheme with the intent not to sell  
11 that personal property or those services, professional or otherwise, so advertised  
12 at the price stated therein, or as so advertised."

13 57. Defendant advertised to Plaintiff and other putative class members,  
14 through written representations and omissions made by Defendant and its  
15 employees, that the Class Products would be "all natural".

16 58. Defendant knew that the Class Products did in fact contain synthetic  
17 ingredients.

18 59. Thus, Defendant knowingly sold Class Products to Plaintiff and other  
19 putative class members that contained synthetic ingredients and were not all  
20 natural.

21 60. The misleading and false advertising described herein presents a  
22 continuing threat to Plaintiff and the Class and Sub-Class Members in that  
23 Defendant persists and continues to engage in these practices, and will not cease  
24 doing so unless and until forced to do so by this Court. Defendant's conduct will  
25 continue to cause irreparable injury to consumers unless enjoined or restrained.  
26 Plaintiff is entitled to preliminary and permanent injunctive relief ordering  
27 Defendant to cease their false advertising, as well as disgorgement and restitution  
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1 to Plaintiff and all Class Members Defendant's revenues associated with their false  
2 advertising, or such portion of those revenues as the Court may find equitable.

3 **COUNT II**  
4 **VIOLATIONS OF UNFAIR BUSINESS PRACTICES ACT**  
5 **(Cal. Bus. & Prof. Code §§ 17200 et seq.)**  
6 **On behalf of the Class and Sub-Class**

7 61. Plaintiff incorporates by reference each allegation set forth above in  
8 paragraphs 1 through 48.

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

19 **UNFAIR**

20 63. California Business & Professions Code § 17200 prohibits any  
21 "unfair ... business act or practice." Defendant's acts, omissions,  
22 misrepresentations, and practices as alleged herein also constitute "unfair"  
23 business acts and practices within the meaning of the UCL in that its conduct is  
24 substantially injurious to consumers, offends public policy, and is immoral,  
25 unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs  
26 any alleged benefits attributable to such conduct. There were reasonably available  
27 alternatives to further Defendant's legitimate business interests, other than the  
28 conduct described herein. Plaintiff reserves the right to allege further conduct

1 which constitutes other unfair business acts or practices. Such conduct is ongoing  
2 and continues to this date.

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

7 65. Here, Defendant’s conduct has caused and continues to cause  
8 substantial injury to Plaintiff and members of the Class. Plaintiff and members of  
9 the Class have suffered injury in fact due to Defendant’s decision to sell them  
10 fraudulently labeled products (Class Products). Thus, Defendant’s conduct has  
11 caused substantial injury to Plaintiff and the members of the Class and Sub-Class.

12 66. Moreover, Defendant’s conduct as alleged herein solely benefits  
13 Defendant while providing no benefit of any kind to any consumer. Such  
14 deception utilized by Defendant convinced Plaintiff and members of the Class that  
15 the Class Products were all natural, in order to induce them to spend money on  
16 said Class Products. In fact, knowing that Class Products, by their objective terms  
17 contained synthetic ingredients, unfairly profited from their sale, in that Defendant  
18 knew that the expected benefit that Plaintiff would receive from this feature is  
19 nonexistent, when this is typically never the case in situations involving consumer  
20 products. Thus, the injury suffered by Plaintiff and the members of the Class and  
21 Sub-Class is not outweighed by any countervailing benefits to consumers.

22 67. Finally, the injury suffered by Plaintiff and members of the Class and  
23 California Sub-Class is not an injury that these consumers could reasonably have  
24 avoided. After Defendant, fraudulently labeled the Class Products as “all natural”,  
25 the Plaintiff, Class members, and Sub-Class Members suffered injury in fact due  
26 to Defendant’s sale of Class Products to them. Defendant failed to take reasonable  
27 steps to inform Plaintiff and Class and Sub-Class members that the Class Products  
28 contained synthetic ingredients and are not all natural as a result. As such,

1 Defendant took advantage of Defendant's position of perceived power in order to  
2 deceive Plaintiff and the Class members to purchase the products. Therefore, the  
3 injury suffered by Plaintiff and members of the Class is not an injury which these  
4 consumers could reasonably have avoided.

5 68. Thus, Defendant's conduct has violated the "unfair" prong of  
6 California Business & Professions Code § 17200.

7 **FRAUDULENT**

8 69. California Business & Professions Code § 17200 prohibits any  
9 "fraudulent ... business act or practice." In order to prevail under the "fraudulent"  
10 prong of the UCL, a consumer must allege that the fraudulent business practice  
11 was likely to deceive members of the public.

12 70. The test for "fraud" as contemplated by California Business and  
13 Professions Code § 17200 is whether the public is likely to be deceived. Unlike  
14 common law fraud, a § 17200 violation can be established even if no one was  
15 actually deceived, relied upon the fraudulent practice, or sustained any damage.

16 71. Here, not only were Plaintiff and the Class and Sub-Class members  
17 likely to be deceived, but these consumers were actually deceived by Defendant.  
18 Such deception is evidenced by the fact that Plaintiff agreed to purchase Class  
19 Products at a price premium even though the Products contained synthetic  
20 ingredients. Plaintiff's reliance upon Defendant's deceptive statements is  
21 reasonable due to the unequal bargaining powers of Defendant and Plaintiff. For  
22 the same reason, it is likely that Defendant's fraudulent business practice would  
23 deceive other members of the public.

24 72. As explained above, Defendant deceived Plaintiff and other Class  
25 Members by labeling the Products as all natural, when in fact the Products contain  
26 synthetic ingredients.

27 73. Thus, Defendant's conduct has violated the "fraudulent" prong of  
28 California Business & Professions Code § 17200.



**UNLAWFUL**

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74. California Business and Professions Code Section 17200, et seq. prohibits “any unlawful...business act or practice.”

75. As explained above, Defendant deceived Plaintiff and other Class Members by labeling the Products as “all natural”, when in fact the Products contain synthetic ingredients.

76. Defendant used false advertising, marketing, and misrepresentations to induce Plaintiff and Class and Sub-Class Members to purchase the Class Products, in violation of California Business and Professions Code Section 17500, et seq.

77. Had Defendant not falsely advertised, marketed or misrepresented the Class Products, Plaintiff and Class Members would not have purchased the Class Products. Defendant’s conduct therefore caused and continues to cause economic harm to Plaintiff and Class Members. These representations by Defendant are therefore an “unlawful” business practice or act under Business and Professions Code Section 17200 *et seq.*

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

**MISCELLANEOUS**

79. Plaintiff and Classes Members allege that they have fully complied with all contractual and other legal obligations and fully complied with all conditions precedent to bringing this action or all such obligations or conditions

1 are excused.

2 **REQUEST FOR JURY TRIAL**

3 80. Plaintiff requests a trial by jury as to all claims so triable.

4 **PRAYER FOR RELIEF**

5 81. Plaintiff, on behalf of herself and the Class and Sub-Class, requests  
6 the following relief:

- 7 (a) An order certifying the Class and Sub-Class and appointing  
8 Plaintiff as Representative of the Class and Sub-Class;
- 9 (a) An order certifying the undersigned counsel as Class and Sub-  
10 Class Counsel;
- 11 (b) An order requiring Defendant to engage in corrective  
12 advertising regarding the conduct discussed above;
- 13 (c) Actual damages suffered by Plaintiff and Class and Sub-Class  
14 Members as applicable or full restitution of all funds acquired  
15 from Plaintiff and Class and Sub-Class Members from the sale  
16 of misbranded Class Products during the relevant class period;
- 17 (d) Punitive damages, as allowable, in an amount determined by  
18 the Court or jury;
- 19 (e) Any and all statutory enhanced damages;
- 20 (f) All reasonable and necessary attorneys' fees and costs provided  
21 by statute, common law or the Court's inherent power;
- 22 (g) Pre- and post-judgment interest; and

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(h) All other relief, general or special, legal and equitable, to which Plaintiff and Class and Sub-Class Members may be justly entitled as deemed by the Court.

Dated: February 6, 2023

Respectfully submitted,

LAW OFFICES OF TODD M. FRIEDMAN, PC

By:  \_\_\_\_\_

TODD M. FRIEDMAN, ESQ.

Attorney for Plaintiff Sarah Som-Dotson