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7
8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10 GUILTY HAMZEH, individually
11 and on behalf of all others similarly
12 situated,

13 *Plaintiff,*

14 v.

15 PHARMAVITE LLC and NATURE
16 MADE NUTRITIONAL PRODUCTS,

17 *Defendants.*
18

Case No. 4:24-cv-00472

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

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1 **I. Introduction.**

2 1. Fish oil is one of the most popular dietary supplements. About 19 million Americans
3 take fish oil supplements, because they believe that the supplements will improve their
4 cardiovascular health.

5 2. But the truth is, the supplements do not work. While eating fish lowers rates of heart
6 attack and stroke risk, taking fish oil *supplements* does not. Indeed, “multiple randomized trials
7 pitting fish oil against placebos show no evidence of heart-related benefits from fish oil
8 supplements.”¹

9 3. Fish oil makers, however, continue to market these supplements as helping
10 cardiovascular health. Scientists and consumer health advocates have warned that fish oil labels are
11 misleading, and that consumers are wasting their money.²

12 4. Defendants Pharmavite LLC and Nature Made Nutritional Products (“Nature Made”
13 or “Defendants”) make, sell, and market Nature Made brand fish oil supplements (“Nature Made Fish
14 Oil Supplements” or “Products”). Each bottle claims that the supplements “Help Support a Healthy
15 Heart.”

16 5. Like other consumers, Ms. Hamzeh bought the Nature Made Fish Oil Supplements.
17 Ms. Hamzeh read and relied on this statement that the Product supports a healthy heart. She would
18 not have purchased the Product if she had known that the Products have not actually been shown to
19 improve cardiovascular outcomes or promote heart health.

20 **II. Parties**

21 6. Plaintiff Guity Hamzeh is domiciled in Moroga, California.

22 7. The proposed class includes citizens of every state.

23 8. Defendant Pharmavite LLC is a California limited liability company with its principal
24 place of business at 8531 Fallbrook Ave., West Hills, CA 91304.

25 9. Defendant Nature Made Nutritional Products is a California corporation with its
26 principal place of business at 8531 Fallbrook Ave., West Hills, CA 91304.

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¹<https://blogs.scientificamerican.com/observations/the-false-promise-of-fish-oil-supplements/>
²<https://www.health.harvard.edu/heart-health/the-false-promise-of-fish-oil-supplements>

1 **III. Jurisdiction and Venue.**

2 10. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2). The amount
3 in controversy exceeds \$5,000,000, exclusive of interest and costs, and the matter is a class action in
4 which one or more members of the proposed class are citizens of a state different from Defendants.

5 11. The Court has personal jurisdiction over Defendants because Defendants sold Nature
6 Made Fish Oil Supplements to consumers in California, including to Plaintiff.

7 12. Venue is proper under 28 U.S.C. § 1391(b)(1) and 28 U.S.C. § 1391(d) because
8 Defendants would be subject to personal jurisdiction in this District if this District were a separate
9 state, given that Defendants sold Nature Made Fish Oil Supplements to consumers in this District,
10 including Plaintiff. Venue is also proper under 28 U.S.C. § 1391(b)(2) because a substantial part of
11 Defendants' conduct giving rise to the claims occurred in this District, including Defendants' sale to
12 Plaintiff.

13 13. Divisional Assignment. This case should be assigned to the San Francisco/Oakland
14 division. *See* L.R. 3-2(c). A substantial part of the events giving rise to the claims occurred in
15 Moroga, California.

16 **IV. Facts.**

17 **A. Fish oil supplements do not promote heart health.**

18 14. Consumers take fish oil supplements because of its purported health benefits. Harvard
19 Medical School describes it thusly:

20 Millions of Americans — including one in five people over age 60 — take fish oil
21 supplements, often assuming the capsules help stave off heart disease. Who can
22 blame them? After all, the product labels say things like “promotes heart health”
23 and “supports healthy cholesterol and blood pressure levels.”³

24 15. The problem is, “there’s no evidence that these amber capsules improve
25 cardiovascular health— and they may even harm it.”⁴ “Multiple randomized trials have compared
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27 ³ <https://www.health.harvard.edu/heart-health/the-false-promise-of-fish-oil-supplements>

28 ⁴ *Id.*

1 fish oil supplements with placebo to look for cardiovascular benefit – and found nothing.”⁵ “The
2 bottom line is there is no proof fish oil supplements improve your heart health.”⁶

3 16. Yet, millions of Americans regularly buy fish oil supplements, believing that taking
4 the supplements will improve or promote their heart health.

5 **B. Nature Made sells over-the-counter fish oil supplements that purport to help**
6 **“support a healthy heart.”**

7 17. Nature Made makes, markets, and sells Nature Made brand Fish Oil supplements (the
8 “Nature Made Fish Oil Supplements” or “Products”) in the United States. The products are available
9 nationwide. Hundreds of thousands (or even millions) of U.S. consumers buy Nature Made fish oil
10 supplements.

11 18. Nature Made makes and sells several varieties of Fish Oil, including the following
12 non-limiting examples: Nature Made Fish Oil Softgels; Nature Made Burp-Less Fish Oil Softgels;
13 Nature Made Fish Oil Gummies; Nature Made Omega-3 From Fish Oil Softgels; Nature Made Extra
14 Strength Omega-3 From Fish Oil Softgels; Nature Made Extra Strength Omega-3 From Fish Oil
15 Minis, Burp-Less; and Ultra Omega-3 from Fish Oil Softgels, Burp-Less. Illustrative examples are
16 shown below:

17 Nature Made Fish Oil 1200 mg Softgels



27 ⁵ <https://utswmed.org/medblog/fish-oil-pills-heart/>; *see, e.g.*,
28 <https://www.nejm.org/doi/full/10.1056/nejmoa1811403>;
<https://www.nejm.org/doi/full/10.1056/nejmoa1804989>

⁶ *Id.*

1 Nature Made Fish Oil 1200 mg Softgels, Burp-Less



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11 Nature Made Fish Oil Gummies



20 Nature Made Omega-3 From Fish Oil 1200mg Softgels



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Nature Made Extra Strength Omega-3 From Fish Oil Minis, Burp-Less



Nature Made Extra Strength Omega-3 from Fish Oil 2800 mg Softgels, Burp-Less



Ultra Omega-3 from Fish Oil 1400 mg Softgels, Burp-Less



1 19. Each bottle states that products support heart health. They do this by stating that the
2 products, “Help[] support a healthy heart,” “reduce the risk of coronary heart disease,” or are made to
3 be “heart healthy.”

4 20. Each of the Nature Made Products are substantially similar. They all advertise fish oil
5 supplements, and have a representation on the front of the bottle that it supports heart health, by
6 supporting a healthy heart, reducing the risk of coronary heart disease, or by being “heart healthy.”

7 **C. Nature Made’s labeling is false and misleading to most customers.**

8 21. By selling a fish oil supplement that purports to “support a healthy heart,” “reduce the
9 risk of coronary heart disease,” and/or is “heart healthy,” Nature Made is representing to customers
10 that taking their fish oil supplement is beneficial to heart health.

11 22. When a consumer picks up a bottle of Nature Made Fish Oil Supplements, the
12 consumer reasonably believes that taking the supplements will be beneficial to heart health. No
13 reasonable consumer reads the label and expects that the supplement has no effect on heart health.
14 And, specifically, when a bottle says it, “Helps support a healthy heart,” “reduce[s] the risk of
15 coronary heart disease,” or is “heart healthy,” consumers expect that to be accurate — that the
16 product does help support a healthy heart. But the truth is, the product does not affect heart health.
17 There is no proof that fish oil supplements improve heart health at all. In this way, Nature Made’s
18 affirmative representations are misleading to reasonable consumers.

19 **C. Nature Made’s fish oil supplements are wholly worthless.**

20 23. The inaccurate labeling of Nature Made Fish Oil Supplements is highly material to
21 reasonable consumers. The reason that consumers buy fish oil supplements is because they believe
22 that it supports heart health. No reasonable consumer wants to buy and ingest a fish oil supplement
23 that has no effect on heart health.

24 24. Similarly, Nature Made’s false and misleading labeling drives the demand for its Fish
25 Oil Supplements. As explained above, the primary reason that people buy and ingest fish oil
26 supplements is that they believe that it is beneficial to their heart. If consumers knew the truth— that
27 there is no evidence that Nature Made’s Fish Oil Supplements have any benefit to heart health at
28 all—the price of its products would crater.

1 25. In fact, without its heart benefits, Nature Made’s Fish Oil Supplements are worthless.
2 What reasonable person wants to pay for and ingest supplements that do not work? Plaintiff and each
3 class member paid for Products that are, in truth, worthless. Thus, the full economic injury here is
4 the entire price of the Nature Made Fish Oil Supplements that Plaintiff and the class members
5 purchased.

6 **D. Ms. Hamzeh was misled and harmed by Nature Made’s misleading labeling.**

7 26. In or around winter of 2022-23, Guity Hamzeh bought a bottle of Nature Made Fish
8 Oil Supplements at a CVS store in Moroga, CA. She purchased the Product regularly for years. The
9 package prominently states that it helps “support a healthy heart.” Ms. Hamzeh read and relied on
10 this statement when purchasing the Product. She would not have purchased the Product at the price
11 she paid if she had known that the Products have not actually been shown to improve cardiovascular
12 outcomes or promote heart health.

13 27. The reason that Ms. Hamzeh bought the Products is because she believed that the
14 Products were good for her heart. She read and relied on the statement on the label that the Product
15 “Helps support a healthy heart.” She would not have purchased the Product at the price she paid, if
16 she knew that the Product did not actually support heart health. In fact, knowing the truth, the
17 Product is worthless to her. The economic injury she suffered is the entire purchase price she paid
18 for the Product, as it is worthless.

19 28. Plaintiff wants Nature Made to fix its practices and sell supplements with accurate
20 labeling. If Nature Made fixes their Products, so that the supplements actually do help support heart
21 health, she would buy them again. But given Nature Made’s past deception, Plaintiff cannot rely on
22 Nature Made’s word alone that it has fixed the problem. Plaintiff faces an imminent threat of harm
23 because she will not be able to rely on Nature Made’s labels in the future, and will not be able to buy
24 Nature Made’s Fish Oil Supplements, even if Nature Made claims to have fixed the issue. To buy
25 Nature Made’s Products again, Plaintiff needs the Court to enter an order forbidding Nature Made
26 from claiming that its supplements promote heart health unless the supplements actually promote
27 heart health.

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1 **E. No adequate remedy at law.**

2 29. Plaintiff seeks damages and, in the alternative, restitution. Plaintiff is permitted to
3 seek equitable remedies in the alternative because she has no adequate remedy at law.

4 30. A legal remedy is not adequate if it is not as certain as an equitable remedy. To obtain
5 a full refund as damages, Plaintiff must show that the products they received have essentially no
6 market value. In contrast, Plaintiff can seek restitution without making this showing. This is because
7 Plaintiff purchased products that she would not otherwise have purchased, but for Nature Made’s
8 misrepresentations. Obtaining a full refund at law is less certain than obtaining a refund in equity.

9 31. Also, winning damages under the CLRA requires additional showings not required
10 under the UCL and FAL. For example, to obtain damages under the CLRA, Plaintiff must prove that
11 she complied with the CLRA’s notice requirement. No such requirements exist to obtain restitution.
12 In addition, the CLRA prohibits only particular categories of deceptive conduct. By contrast, the
13 UCL broadly prohibits “unfair” conduct and is thus broader.

14 32. By the same token, Plaintiff’s common law claims require additional showings,
15 compared to her UCL, FAL, or unjust enrichment claims. For example, to prevail on her breach of
16 warranty claim, Plaintiff needs to show that the statements they challenge constitute a warranty and
17 that the warranty was part of the basis of the bargain. No such showings are required by the UCL or
18 FAL, or for an unjust enrichment theory. In fact, the UCL and the FAL were enacted specifically to
19 create new claims and remedies not available at common law. And unjust enrichment exists in part
20 because contractual claims are often more difficult to establish. In this way, Plaintiff’s UCL and
21 FAL claims, and Plaintiff’s unjust enrichment claims, are more certain than her legal claims.

22 33. Finally, the remedies at law available to Plaintiff are not equally prompt or otherwise
23 efficient. The need to schedule a jury trial may result in delay. And a jury trial will take longer, and
24 be more expensive, than a bench trial.

25 **V. Class action allegations.**

26 34. Plaintiff brings the asserted claims on behalf of the proposed class of:

- 27 • Nationwide Class: all persons who, within the applicable statute of limitations period,
28 purchased one or more Nature Made Fish Oil Supplements.

- California Subclass: all persons who, while in the state of California and within the applicable statute of limitations period, purchased one or more Nature Made Fish Oil Supplements.

35. The following people are excluded from the class: (1) any Judge or Magistrate Judge presiding over this action and the members of their family; (2) Defendants, Defendants' subsidiaries, parents, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest and their current employees, officers, and directors; (3) persons who properly execute and file a timely request for exclusion from the class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and Defendants' counsel, and their experts and consultants; and (6) the legal representatives, successors, and assigns of any such excluded persons.

Numerosity & Ascertainability

36. The proposed class contains members so numerous that separate joinder of each member of the class is impractical. There are tens or hundreds of thousands of class members.

37. Class members can be identified through Defendants' sales records and public notice.

Predominance of Common Questions

38. There are questions of law and fact common to the proposed class. Common questions of law and fact include, without limitation:

- (1) whether Defendants made false or misleading statements of fact in their labeling;
- (2) whether Defendants violated California's consumer protection statutes;
- (3) whether Defendants committed a breach of an express or implied warranty;
- (4) damages needed to reasonably compensate Plaintiff and the proposed class.

Typicality & Adequacy

39. Plaintiff's claims are typical of the proposed class. Like the proposed class, Plaintiff purchased the Nature Made Fish Oil Supplements. There are no conflicts of interest between Plaintiff and the class.

Superiority

40. A class action is superior to all other available methods for the fair and efficient

1 adjudication of this litigation because individual litigation of each claim is impractical. It would be
 2 unduly burdensome to have individual litigation of millions of individual claims in separate lawsuits,
 3 every one of which would present the issues presented in this lawsuit.

4 **VI. Claims.**

5 **First Cause of Action:**

6 **Violations of State Consumer Protection Acts**

7 **(on behalf of all Plaintiff and the Multi-State Consumer Protection Subclass)**

8 41. Plaintiff incorporates each and every factual allegation set forth above.

9 42. As alleged below, Plaintiff brings individual and subclass claims based on California
 10 law. For the Multi-State Consumer Protection Subclass, Plaintiff brings this count for violations of
 11 state consumer protection laws that are materially-similar to the laws of California, including:

State	Statute
California	Cal. Bus. & Prof. Code § 17200, and the following; <i>Id.</i> §17500, and the following; Cal. Civ. Code §1750 and the following.
Connecticut	Conn. Gen Stat. Ann. § 42- 110, and the following.
Illinois	815 ILCS § 501/1, and the following.
Maryland	Md. Code Ann. Com. Law, § 13-301, and the following.
Missouri	Mo. Rev. Stat. § 407, and the following.
New York	N.Y. Gen. Bus. Law § 349, and the following.

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 24 43. Each of these statutes is materially similar. Each broadly prohibits deceptive conduct
 25 in connection with the sale of goods to consumers. No state requires individualized reliance, or proof
 26 of defendant's knowledge or intent. Instead, it is sufficient that the deceptive conduct is misleading
 27 to reasonable consumers and that the conduct proximately caused harm.
 28

1 44. As alleged in detail above, Defendants' misrepresentations are misleading to
2 reasonable consumers in a material way. Defendants' false and misleading labeling was a substantial
3 factor in Plaintiff's purchase decisions and the purchase decisions of class members.

4 45. Plaintiff and class members were injured as a direct and proximate result of
5 Defendants' conduct because: (a) they would not have purchased Nature Made Fish Oil Supplements
6 if they had known that the Products have not actually been shown to improve cardiovascular
7 outcomes or promote heart health or (b) they received products that were, in truth, worthless.

8 **Second Cause of Action:**

9 **Violation of California's False Advertising Law Bus. & Prof. Code §§ 17500 & 17501 et. seq.**

10 **(By Plaintiff and the California Subclass)**

11 46. Plaintiff incorporates each and every factual allegation set forth above.

12 47. Plaintiff brings this cause of action on behalf of herself and members of the California
13 Subclass.

14 48. Defendants have violated Sections 17500 and 17501 of the Business and Professions
15 Code.

16 49. Defendants have violated, and continue to violate, Section 17500 of the Business and
17 Professions Code by disseminating untrue and misleading advertisements to Plaintiff and subclass
18 members.

19 50. As alleged more fully above, Defendants falsely advertised their products by falsely
20 representing that Nature Made Fish Oil Supplements support heart health.

21 51. Defendants' misrepresentations were intended to induce reliance, and Plaintiff saw,
22 read, and reasonably relied on the statements when purchasing the Products. In addition, subclass-
23 wide reliance can be inferred because Defendants' misrepresentations were material, i.e., a
24 reasonable consumer would consider them important in deciding whether to buy the Products.

25 52. Defendants' misrepresentations were a substantial factor in Plaintiff's purchase
26 decision and the purchase decision of subclass members.

27 53. Plaintiff and the subclass were injured as a direct and proximate result of Defendants'
28 conduct because: (a) they would not have purchased Nature Made Fish Oil Supplements if they had

1 known that the Products have not actually been shown to improve cardiovascular outcomes or
2 promote heart health or (b) they received products that were, in truth, worthless.

3 **Third Cause of Action:**

4 **Violation of California’s Consumer Legal Remedies Act**

5 **(by Plaintiff and the California Subclass)**

6 54. Plaintiff incorporates each and every factual allegation set forth above.

7 55. Plaintiff brings this cause of action on behalf of herself and members of the California
8 Subclass.

9 56. Plaintiff and the subclass are “consumers,” as the term is defined by California Civil
10 Code § 1761(d).

11 57. Plaintiff and the subclass have engaged in “transactions” with Defendants as that term
12 is defined by California Civil Code § 1761(e).

13 58. The conduct alleged in this Complaint constitutes unfair methods of competition and
14 unfair and deceptive acts and practices for the purpose of the CLRA, and the conduct was
15 undertaken by Defendants in transactions intended to result in, and which did result in, the sale of
16 goods to consumers.

17 59. As alleged more fully above, Defendants have violated the CLRA by falsely
18 representing that Nature Made Fish Oil Supplements support heart health (e.g. by supporting heart
19 health, reducing the risk of coronary disease, or supporting a healthy heart). Defendants knew, or
20 should have known through the exercise of reasonable care, that these statements were false and
21 misleading.

22 60. Defendants violated, and continues to violate, section 1770 of the California Civil
23 Code.

24 61. Defendants violated, and continue to violate, section 1770(a)(5) of the California
25 Civil Code by representing that Products offered for sale have characteristics or benefits that they do
26 not have. Defendants represent that their Products have the characteristic of supporting heart health
27 or reducing coronary heart disease, when in reality they do not.

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1 62. Defendants violated, and continue to violate, section 1770(a)(7) of the California
2 Civil Code by representing that Products offered for sale are of a particular standard, quality, or
3 grade, if they are another. Defendants represent that their Products meet the standard of supporting
4 heart health, when in reality they do not.

5 63. And Defendants violated, and continue to violate, section 1770(a)(9) of the California
6 Civil Code. Defendants violated this by advertising their Products as being fit for their intended
7 purpose of supporting heart health, when in fact Defendants do not intend to sell the Products as
8 advertised.

9 64. Defendants' false labeling was likely to deceive, and did deceive, Plaintiff and
10 reasonable consumers. Defendants knew, or should have known through the exercise of reasonable
11 care, that these statements were inaccurate and misleading.

12 65. Defendants' misrepresentations were intended to induce reliance, and Plaintiff saw,
13 read, and reasonably relied on the statements when purchasing the Products. In addition, subclass-
14 wide reliance can be inferred because Defendants' misrepresentations were material, i.e., a
15 reasonable consumer would consider them important in deciding whether to buy the Products.

16 66. Defendants' misrepresentations were a substantial factor in Plaintiff's purchase
17 decision and the purchase decision of subclass members.

18 67. Plaintiff and the subclass were injured as a direct and proximate result of Defendants'
19 conduct because: (a) they would not have purchased Nature Made Fish Oil Supplements if they had
20 known that the Products have not actually been shown to improve cardiovascular outcomes or
21 promote heart health, or (b) they received products that were, in truth, worthless.

22 68. Accordingly, pursuant to California Civil Code § 1780(a)(2), Ms. Hamzeh, on behalf
23 of herself and all other members of the subclass, seeks injunctive relief.

24 69. CLRA § 1782 NOTICE. On January 17, 2024, a CLRA demand letter was sent to
25 Defendants' California registered agent and California headquarters via certified mail (return receipt
26 requested), that provided notice of Defendants' violations of the CLRA and demanded that
27 Defendants correct the unlawful, unfair, false and/or deceptive practices alleged here. If Defendants
28 do not fully correct the problem for Plaintiff and for each member of the California Subclass within

1 30 days of receipt, Plaintiff and the California Subclass will seek all monetary relief allowed under
2 the CLRA.

3 70. A CLRA venue declaration is attached.

4 **Fourth Cause of Action:**

5 **Violation of California’s Unfair Competition Law**

6 **(by Plaintiff and the California Subclass)**

7 71. Plaintiff incorporates each and every factual allegation set forth above.

8 72. Plaintiff brings this cause of action on behalf of herself and members of the California
9 Subclass.

10 73. Defendants have violated California’s Unfair Competition Law (UCL) by engaging in
11 unlawful, fraudulent, and unfair conduct (i.e., violating each of the three prongs of the UCL).

12 ***The Unlawful Prong***

13 74. Defendants engaged in unlawful conduct by violating the CLRA and FAL, as alleged
14 above and incorporated here.

15 75. In addition, Nature Made engaged in unlawful conduct by violating California Health
16 & Safety Code § 109875 et seq. (the Sherman Food Drug and Cosmetic Law) which adopts and
17 parallels federal FDCA requirements, including prohibitions on false and misleading labeling.

18 ***The Fraudulent Prong***

19 76. As alleged in detail above, Defendants’ representations that its Products promote
20 heart heart, or that its Products improve cardiovascular outcomes, were false and misleading. Its
21 labeling is likely to deceive, and did deceive, Plaintiff and other reasonable consumers.

22 ***The Unfair Prong***

23 77. Defendants’ conduct, as detailed above, also violated the “unfair” prong of the UCL.

24 78. Defendants’ conduct caused substantial injury to Plaintiff and subclass members. The
25 harm to Plaintiff and the subclass greatly outweighs the public utility of Defendants’ conduct (which
26 is none). Inaccurately labeled fish oil supplements have no public utility. This injury was not
27 outweighed by any countervailing benefits to consumers or competition. Misleading labels only
28 injure healthy competition and harm consumers.

1 79. Plaintiff and the subclass could not have reasonably avoided this injury. As alleged
2 above, Defendants' labeling is false and misleading. Their labeling is likely to deceive, and did
3 deceive reasonable consumers like Plaintiff.

4 80. Defendants' conduct, as alleged above, was immoral, unethical, oppressive,
5 unscrupulous, and substantially injurious to consumers.

6 81. Defendants' conduct violated the public policy against false and misleading labels,
7 which is tethered to the CLRA and the FAL, as well as California's Sherman Act.

8 * * *

9 82. For all prongs, Defendants' misrepresentations were intended to induce reliance, and
10 Plaintiff saw, read, and reasonably relied on the statements when purchasing the Products. In
11 addition, subclass-wide reliance can be inferred because Defendants' misrepresentations were
12 material, i.e., a reasonable consumer would consider them important in deciding whether to buy the
13 Products.

14 83. Defendants' misrepresentations were a substantial factor in Plaintiff's purchase
15 decision and the purchase decision of subclass members.

16 84. Plaintiff and the subclass were injured as a direct and proximate result of Defendants'
17 conduct because: (a) they would not have purchased Nature Made Fish Oil Supplements if they had
18 known that the Products have not actually been shown to improve cardiovascular outcomes or
19 promote heart health or (b) they received products that were, in truth, worthless.

20 **Fifth Cause of Action:**

21 **Breach of Express Warranty**

22 **(by Plaintiff and the Nationwide Class)**

23 85. Plaintiff incorporates each and every factual allegation set forth above.

24 86. Plaintiff brings this cause of action on behalf of herself and the Nationwide Class. In
25 the alternative, Plaintiff brings this claim for herself and members of the California Subclass.

26 87. Defendant, as the manufacturer, marketer, distributor, supplier, and/or seller of the
27 Nature Made Fish Oil Supplements, issued material, written warranties by representing that the
28

1 Products help support a healthy heart. This was an affirmation of fact about the Products (i.e., a
2 description of the supplements) and a promise relating to the goods.

3 88. This warranty was part of the basis of the bargain and Plaintiff and class members
4 relied on this warranty.

5 89. In fact, the Nature Made Fish Oil Supplements do not conform to the above-
6 referenced representation because, as alleged in detail above, Nature Made's labeling is inaccurate
7 and the Products have not been shown to support a healthy heart. They do not promote heart health
8 or improve cardiovascular outcomes. Thus, the warranty was breached.

9 90. Plaintiff provided Defendants with notice of this breach of warranty, by mailing a
10 notice letter to Defendants' headquarters, on January 17, 2024.

11 91. Plaintiff and class members were injured as a direct and proximate result of
12 Defendants' conduct, and this conduct was a substantial factor in causing harm, because: (a) they
13 would not have purchased Nature Made Fish Oil Supplements if they had known that the Products
14 have not actually been shown to improve cardiovascular outcomes or promote heart health or (b)
15 they received products that were, in truth, worthless.

16 **Sixth Cause of Action:**

17 **Quasi-Contract**

18 **(by Plaintiff and the Nationwide Class)**

19 92. Plaintiff incorporates each and every factual allegation set forth above.

20 93. Plaintiff brings this cause of action on behalf of herself and the Nationwide Class.
21 Plaintiff brings this cause of action in the alternative to her Breach of Express Warranty claim (Fifth
22 Cause of Action) on behalf of herself and the Nationwide Class. In the alternative, Plaintiff brings
23 this claim on behalf of herself and the California Subclass.

24 94. As alleged in detail above, Defendants' false and misleading representations caused
25 Plaintiff and the class to purchase wholly worthless Products.

26 95. In this way, Defendants received a direct and unjust benefit, at Plaintiff's expense.

27 96. Plaintiff and the class seek restitution, and in the alternative, rescission.
28

Seventh Cause of Action:

Negligent Misrepresentation

(by Plaintiff and the Nationwide Class)

97. Plaintiff incorporates each and every factual allegation set forth above.

98. Plaintiff brings this cause of action on behalf of herself and the Nationwide Class. In the alternative, Plaintiff brings this claim for herself and members of the California Subclass.

99. As alleged more fully above, Defendants made false representations to Plaintiff and class members concerning their statements that the supplements support a healthy heart.

100. These representations were false.

101. When Defendants made these misrepresentations, they knew or should have known that they were false. Defendants had no reasonable grounds for believing that these representations were true when made.

102. Defendants intended that Plaintiff and class members rely on these representations and Plaintiff and class members read and reasonably relied on them.

103. In addition, class-wide reliance can be inferred because Defendants' misrepresentations were material, i.e., a reasonable consumer would consider them important in deciding whether to buy the Nature Made Fish Oil Supplements.

104. Defendants' misrepresentations were a substantial factor and proximate cause in causing damages and losses to Plaintiff and class members.

105. Plaintiff and class members were injured as a direct and proximate result of Defendants' conduct because: (a) they would not have purchased Nature Made Fish Oil Supplements if they had known that the Products have not actually been shown to improve cardiovascular outcomes or promote heart health or (b) they received products that were, in truth, worthless.

Eighth Cause of Action:

Intentional Misrepresentation

(by Plaintiff and the California Subclass)

106. Plaintiff incorporates each and every factual allegation set forth above.

1 107. Plaintiff brings this cause of action on behalf of herself and members of the California
2 Subclass.

3 108. As alleged more fully above, Defendants made false representations to Plaintiff and
4 class members concerning their statements that the supplements support a healthy heart.

5 109. These representations were false.

6 110. When Defendants made these misrepresentations, they knew that they were false at
7 the time that it made them and/or acted recklessly in making the misrepresentations.

8 111. Defendants intended that Plaintiff and class members rely on these representations
9 and Plaintiff and subclass members read and reasonably relied on them.

10 112. In addition, subclass-wide reliance can be inferred because Defendants'
11 misrepresentations were material, i.e., a reasonable consumer would consider them important in
12 deciding whether to buy the Products.

13 113. Defendants' misrepresentations were a substantial factor and proximate cause in
14 causing damages and losses to Plaintiff and class members.

15 114. Plaintiff and class members were injured as a direct and proximate result of
16 Defendants' conduct because: (a) they would not have purchased Nature Made Fish Oil Supplements
17 if they had known that the Products have not actually been shown to improve cardiovascular
18 outcomes or promote heart health or (b) they received products that were, in truth, worthless.

19 **VII. Relief.**

20 115. Plaintiff seeks the following relief for herself and the proposed class:

- 21 • An order certifying the asserted claims, or issues raised, as a class action;
- 22 • A judgment in favor of Plaintiff and the proposed class;
- 23 • Damages, treble damages, and punitive damages where applicable;
- 24 • Restitution;
- 25 • Rescission;
- 26 • Disgorgement, and other just equitable relief;
- 27 • Pre- and post-judgment interest;
- 28 • An injunction prohibiting Defendants' deceptive conduct, as allowed by law;

- Reasonable attorneys' fees and costs, as allowed by law;
- Any additional relief that the Court deems reasonable and just.

VIII. Demand for Jury Trial.

116. Plaintiff demands the right to a jury trial on all claims so triable.

Dated: January 25, 2024

Respectfully submitted,

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