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**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

MARK TRAMMELL, <i>individually and on</i>)	No. 24-cv-00862-AJB-AHG
<i>behalf of all those similarly situated,</i>)	
)	AMENDED CLASS ACTION
<i>Plaintiff,</i>)	COMPLAINT
)	
<i>v.</i>)	Original Complaint Filed: May 15, 2024
)	Trial Date: None Set
ALBERTSONS COMPANIES, INC., <i>a</i>)	
<i>Delaware corporation,</i>)	JURY TRIAL DEMANDED
)	
<i>Defendant.</i>)	
)	

Mark Trammell ("Plaintiff"), individually and on behalf of all others similarly situated in the state of California, by and through undersigned counsel, hereby brings this action against Albertsons Companies, Inc. ("Albertsons"), alleging that its Signature Select Fruit & Grain cereal bars, Blueberry and Strawberry flavors (together, "the Products"), which are manufactured, packaged, labeled, advertised, distributed, and sold by Defendant, are misbranded and falsely advertised because they contain artificial flavoring, and upon information and belief and investigation of counsel alleges as follows:

PARTIES

1. Plaintiff Mark Trammell is and at all times relevant was a citizen of the state of California, domiciled in San Diego, California.

1 2. Defendant Albertsons Companies is a Delaware corporation with its principal
2 place of business in Boise, Idaho. On information and belief all decisions regarding formulation
3 and labelling of the Products are made at this principal place of business.

4
5 **JURISDICTION AND VENUE**

6 3. This Court has subject matter jurisdiction over this action pursuant to the Class
7 Action Fairness Act, Pub. L. 109-2, 119 Stat. 4 (codified in scattered sections of Title 28 of the
8 United States Code); specifically, under 28 U.S.C. § 1332(d), which provides for the original
9 jurisdiction of the federal district courts over “any civil action in which the matter in controversy
10 exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and [that] is a class
11 action in which . . . any member of a class of plaintiffs is a citizen of a State different from any
12 defendant.” 28 U.S.C. § 1332(d)(2)(A).

13 4. Plaintiff seeks to represent Class members who are citizens of states different from
14 the Defendant.

15 5. The matter in controversy in this case exceeds \$5,000,000 in the aggregate,
16 exclusive of interests and costs.

17 6. In addition, “the number of members of all proposed plaintiff classes in the
18 aggregate” is greater than 100. *See* 28 U.S.C. § 1332(d)(5)(B).

19 7. In the alternative, the Court has jurisdiction over this matter pursuant to 28 U.S.C.
20 § 1332(a). The amount in controversy exceeds \$75,000, exclusive of interests and costs.

21 8. This Court has personal jurisdiction over Defendant because this action arises out
22 of and relates to Defendant’s contacts with this forum.

23 9. Those contacts include but are not limited to sales of the Products directly to
24 commercial and individual consumers located in this district, including Plaintiff; shipping the
25 Products to commercial and individual consumers in this district, including Plaintiff; knowingly
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1 directing advertising and marketing materials concerning the Products into this district through
2 wires and mails, both directly and through electronic and print publications that are directed to
3 commercial and individual consumers in this district; and operating an e-commerce web site
4 that offers the Products for sale to commercial and individual consumers in this district, as well
5 as offering the Products for sale through third-party e-commerce websites, through both of
6 which commercial and individual consumers residing in this district have purchased the
7 Products.
8

9 10. Defendant knowingly directs electronic activity and ships the Products into this
10 district with the intent to engage in business interactions for profit, and it has in fact engaged in
11 such interactions, including the sale of the Products to Plaintiff.
12

13 11. Defendant also sells the Products to retailers and wholesalers in this district for
14 the purpose of making the Products available for purchase by individual consumers in this
15 district.
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17 12. Plaintiff's losses and those of other Class members were sustained in this district.
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19 13. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of
20 the events or omissions giving rise to Plaintiff's claims occurred within this district.
21

22 14. Venue is also proper pursuant to 28 U.S.C. § 1391(c)(2) because this Court
23 maintains personal jurisdiction over Defendant.
24

25 **FACTUAL ALLEGATIONS**

26 **A. Consumers Pay A Premium for "Clean Labels."**

27 15. Across the globe, consumers are increasingly attuned to claims that foods are "all-
28 natural," minimally processed, or otherwise free of artificial flavors and preservatives.

16. For example, a 2018 survey by L.E.K. Consulting found that overwhelming
numbers of consumers were committed or casual adherents to so-called "clean label" food
attributes: "No artificial ingredients" (69 percent); "No preservatives" (67 percent); or "All-

1 natural” (66 percent). These were the three most attractive attributes in the consumer survey.
2 Roughly 60 to 70 percent of consumers reported a willingness to pay a price premium for “clean
3 label” foods. See <https://www.lek.com/insights/ei/next-generation-mindful-food-consumption>.

4
5 17. This consumer preference has led to an explosion in the category of “clean label”
6 foods and beverages. Leading analyst Allied Market Research estimated that the “natural foods
7 and drinks” category would grow by an estimated compound annual growth rate of 13.7 percent
8 from 2016 to 2023, reaching \$191 billion in annual sales by 2023. See
9 <https://www.alliedmarketresearch.com/natural-food-and-drinks-market>.

10 18. Mr. Trammell viewed and purchased the Products on or about June 10, 2023 from
11 a Vons Market in Carlsbad, California. Vons Market is, on information and belief, a subsidiary
12 of Defendant.

13
14 19. Mr. Trammell is a student who attempts to eat “clean.” He prefers to consume
15 only products that contain all-natural flavorings.

16 **B. Defendant’s Use of Synthetic Flavorings and Deceptive Labels.**

17 20. Defendant Albertsons formulates, manufactures, and sells *inter alia* fruit and grain
18 breakfast cereal bars under its in-house generic brand, Signature Selects.

19 21. The front label (or “principal display panel”) of the Products state that the Products
20 are “Naturally Flavored,” as shown in these examples below:
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22. These labelling claims are false. The Products are flavored using an artificial flavoring, DL malic acid, that is derived from petrochemicals.

23. The word “malic” in malic acid derives from the Latin *malum*, for apple. Malic acid derived from natural fruit sources (usually apples) is commonly known as “L malic acid”

1 instead of its scientific name, 2-Hydroxybutanedioic acid. L malic acid is quite expensive and
2 is generally cost-prohibitive to use in mass-produced foods and beverages,

3 24. There is a synthetic or artificial version of malic acid derived from a petroleum
4 substrate and other synthetic components. It is commonly referred to as DL malic acid, instead
5 of its scientific name of d-hydroxybutanedioic acid. DL malic acid is manufactured in
6 petrochemical plants from benzene or butane—components of gasoline and lighter fluid,
7 respectively—through a series of chemical reactions, some of which involve highly toxic
8 chemical precursors and byproducts.
9

10 25. Federal regulations note explicitly that “DL-malic acid does not occur naturally.”
11 21 C.F.R. § 184.1069(a).
12

13 26. When testing malic acid to determine whether it is artificial (DL) or natural (L)
14 malic acid, the industry standard is to test for the presence of the “D isomer” of malic acid. This
15 isomer is not present in any amount in L malic acid. Therefore, the presence of the D isomer of
16 malic acid in any amount in a food or beverage indicates the use of artificial DL malic acid
17 instead of natural L malic acid.

18 27. Counsel for Plaintiff commissioned testing of the specific items that were
19 purchased by Plaintiff. That testing was conducted on or about June 28, 2023 by Krueger Food
20 Laboratories, Inc. of Chelmsford, Massachusetts, a reputable independent food testing and
21 analysis laboratory that has conducted testing for the food and beverage industry since 1984.
22

23 28. This testing by Krueger Food Laboratories revealed that the D isomer was present
24 in every Product purchased by Plaintiff. As a result, this testing establishes that the malic acid
25 used in these Products is artificial DL malic acid, and not natural L malic acid.
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C. Malic Acid Is Used In the Products As A Flavor.

29. Fruit flavors in a food are imparted by the interactions between sugars, acids, lipids, and various volatile compounds. The sweetness, tartness, and overall profile of a fruit flavor in a food is determined by the ratio between the sugars (mainly glucose and fructose) and acids, such as citric and malic acid. Fruits such as blueberries and strawberries have their own natural ratio of sugars and acids.

30. That is, as a matter of food chemistry, there is no such flavor as “strawberry” or the like. Rather, there is a ratio between acids and sugars that is consistent with what the human tongue senses and understands as the flavor “strawberry,” and that is naturally found in strawberries.

31. By adjusting the ratio between sugars and acids through the use of malic acid in foods and beverages, a manufacturer is enabled to create or simulate from scratch a “flavor” such as strawberry, through replication of the sugar/acid ratio present in strawberries in nature.

32. In addition, by adding malic acid to a food or beverage, the manufacturer is enabled to reinforce the characterizing fruit flavor of the food product. That is, food manufacturers are enabled to adjust the sweetness or tartness of a fruit flavor such as strawberry, adjusting the flavor notes to increase the food product’s commercial acceptability.

33. Federal regulations promulgated pursuant to the Food, Drug, and Cosmetic Act (“FDCA”) require that a food’s label accurately describe the nature of the food product and its characterizing flavors. 21 C.F.R. § 102.5(a).

34. Artificial flavor is defined as “any substance, the function of which is to impart flavor, which is not derived from a spice, fruit or fruit juice, vegetable or vegetable juice, edible yeast, herb, bark, bud, root, leaf or similar plant material, meat, fish, poultry, eggs, dairy products, or fermentation products thereof.” 21 C.F.R § 101.22(a)(1).

1 35. Natural flavor is defined as “essential oil, oleoresin, essence or extractive, protein
2 hydrolysate, distillate, or any product of roasting, heating or enzymolysis, which contains the
3 flavoring constituents” from fruits or vegetables, “whose significant function in food is flavoring
4 rather than nutritional.” 21 C.F.R § 101.22(a)(3).

5
6 36. Any recognizable primary flavor identified directly or indirectly on the front label
7 of a food product, whether by word, vignette, depiction of a fruit, or other means is referred to
8 as a “characterizing flavor.” 21 C.F.R. § 101.22.

9 37. If a food product’s characterizing flavor is not created exclusively by the named
10 flavor ingredient, the product’s front label must state that the product’s flavor was simulated or
11 reinforced with either natural or artificial flavorings or both. Specifically, if any component is
12 present used that “simulates, resembles or reinforces” the characterizing flavor, the front label
13 must prominently inform consumers that the product is “Artificially Flavored.” 21 C.F.R. §
14 101.22(i)(2).
15

16 38. That is, even if a food or beverage is flavored with strawberries, its label must
17 state that it is “Artificially Flavored” if an artificial substance is used to reinforce or adjust the
18 flavor profile of the food product.

19 39. A food product’s label also must include a statement of the “presence or absence
20 of any characterizing ingredient(s) or component(s) . . . when the presence or absence of such
21 ingredient(s) or component(s) in the food has a material bearing on price or consumer
22 acceptance . . . and consumers may otherwise be misled about the presence or absence of the
23 ingredient(s) or component(s) in the food.” 21 C.F.R. § 102.5.
24

25 40. Such statement must be in boldface print on the front display panel and of
26 sufficient size for an average consumer to notice.
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1 41. That is, whenever a food manufacturer uses malic acid to simulate or reinforce the
2 characterizing flavor of a food or beverage, it is required under federal regulations to state that
3 the food or beverage is “Artificially Flavored” if the malic acid used to simulate or reinforce the
4 characterizing flavor is DL malic acid.

5
6 42. By changing the ratio between sugars and acids that is naturally found in fruits,
7 the DL malic acid used in the Products by Defendant reinforces, simulates, or creates the
8 characterizing flavors, regardless of any other effect it may have or purpose for which it was
9 included.

10 43. DL malic acid is not a “natural flavor” as this term is defined by federal and state
11 regulations because it is not derived from a fruit or vegetable or any other natural source, but
12 rather from a petroleum substrate. The Products therefore contain artificial flavorings.

13
14 44. Further, the presence of artificial malic acid in the Products has a material bearing
15 on price or consumer acceptance of the Products, and consumers may be and have been misled
16 about the presence or absence of the artificial DL malic acid that is a component in the Product.

17 45. Because the Products contain artificial flavoring, federal regulations and
18 corresponding state law incorporating and enacting those regulations require the Products to
19 display both front- and back-label disclosures to inform consumers that the Products are
20 artificially flavored.

21
22 46. The Products have none of the required disclosures regarding the use of artificial
23 flavors.

24 47. Plaintiffs reserve the right to amend this Complaint to add further products that
25 contain similar label misrepresentations as testing continues.
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D. Plaintiff Reasonably Relied on Defendant's Labelling Statements.

49. Labels are the chief means by which food product manufacturers convey critical information to consumers, and consumers have been conditioned to rely on the accuracy of the claims made on these labels.

50. Further, federal law and corresponding state law and regulations both reflect and create reasonable consumer expectations concerning the contents of foods and beverages. That is, consumers have been conditioned to expect that a food product that states that it is "Naturally Flavored" does not have its flavor created, simulated, or reinforced by flavoring agents derived from petroleum substrates.

51. Plaintiff reviewed the labels on the Products prior to her purchase, and reviewed the flavoring claims being made on those labels. Consumers such as Plaintiff who viewed the Products' labels reasonably understood Defendant's "Naturally Flavored" statements, as well as its failure to disclose the use of artificially derived malic acid, to mean that the Products contain only natural flavorings. These representations were false.

52. Consumers including Plaintiff reasonably relied on these label statements such that they would not have purchased the Products from Defendant if the truth about the Products was known, or would have only been willing to pay a substantially reduced price for the Products had they known that Defendant's representations were false and misleading.

53. In the alternative, because of its deceptive and false labelling statements, Defendant was enabled to charge a premium for the Products relative to key competitors' products, or relative to the average price charged in the marketplace.

54. Consumers including Plaintiffs especially rely on label claims made by food product manufacturers such as Defendant, as they cannot confirm or disprove those claims simply by viewing or even consuming the Products.

1 55. Plaintiff suffered economic injury by Defendant's fraudulent and deceptive
2 conduct as stated herein, and there is a causal nexus between Defendant's deceptive conduct and
3 Plaintiff's injury.

4
5 **CLASS ACTION ALLEGATIONS**

6 56. Plaintiff brings this action individually and as representative of all those similarly
7 situated pursuant to Federal Rule of Civil Procedure 23 on behalf of all consumers in the state
8 of California who purchased the Products within four years prior to the filing of this Complaint.

9 57. Excluded from the Class are Defendant and its affiliates, parents, subsidiaries,
10 employees, officers, agents, and directors. Also excluded are any judicial officers presiding over
11 this matter and the members of their immediate families and judicial staff.

12 58. Plaintiff reserves the right to alter the Class definition, and to amend this
13 Complaint to add additional Subclasses, as necessary to the full extent permitted by applicable
14 law.

15
16 59. Certification of Plaintiff's claims for class-wide treatment is appropriate because
17 Plaintiff can prove the elements of the claims on a class-wide basis using the same evidence as
18 individual Class members would use to prove those elements in individual actions alleging the
19 same claims.

20 60. **Numerosity – Rule 23(a)(1):** The size of the Class is so large that joinder of all
21 Class members is impracticable. Plaintiff believes and avers there are thousands of Class
22 members geographically dispersed throughout the state of California.

23
24 61. **Existence and Predominance of Common Questions of Law and Fact – Rule**
25 **23(a)(2), (b)(3):** There are questions of law and fact common to the Class. These questions
26 predominate over any questions that affect only individual Class members. Common legal and
27 factual questions and issues include but are not limited to:
28

- a. Whether the marketing, advertising, packaging, labeling, and other promotional materials for Defendant's Products is misleading and deceptive;
- b. Whether a reasonable consumer would understand Defendant's "Naturally Flavored" claim to indicate that the Products contained only natural flavorings, and reasonably relied upon that representation;
- c. Whether Defendant was unjustly enriched at the expense of the Plaintiff and Class members;
- d. Whether Defendant breached an express warranty;
- e. the proper amount of damages;
- f. the proper scope of injunctive relief; and
- g. the proper amount of attorneys' fees.

62. Defendant engaged in a common course of conduct in contravention of the laws Plaintiff seeks to enforce individually and on behalf of the Class. Similar or identical violations of law, business practices, and injuries are involved. Individual questions, if any, pale by comparison, in both quality and quantity, to the numerous common questions that predominate this action. The common questions will yield common answers that will substantially advance the resolution of the case.

63. In short, these common questions of fact and law predominate over questions that affect only individual Class members.

64. **Typicality – Rule 23(a)(3):** Plaintiff's claims are typical of the claims of the Class members because they are based on the same underlying facts, events, and circumstances relating to Defendant's conduct.

65. Specifically, all Class members, including Plaintiff, were harmed in the same way due to Defendant's uniform misconduct described herein; all Class members suffered similar

1 economic injury due to Defendant's misrepresentations; and Plaintiff seeks the same relief as
2 the Class members.

3 66. There are no defenses available to Defendant that are unique to the named
4 Plaintiff.

5 67. **Adequacy of Representation – Rule 23(a)(4):** Plaintiff is a fair and adequate
6 representative of the Class because Plaintiff's interests do not conflict with the Class members'
7 interests. Plaintiff will prosecute this action vigorously and is highly motivated to seek redress
8 against Defendant.
9

10 68. Furthermore, Plaintiff has selected competent counsel who are experienced in
11 class action and other complex litigation. Plaintiff and Plaintiff's counsel are committed to
12 prosecuting this action vigorously on behalf of the Class and have the resources to do so.
13

14 69. **Superiority – Rule 23(b)(3):** The class action mechanism is superior to other
15 available means for the fair and efficient adjudication of this controversy for at least the
16 following reasons:

- 17 a. the damages individual Class members suffered are small compared to the burden
18 and expense of individual prosecution of the complex and extensive litigation
19 needed to address Defendant's conduct such that it would be virtually impossible
20 for the Class members individually to redress the wrongs done to them. In fact,
21 they would have little incentive to do so given the amount of damage each member
22 has suffered when weighed against the costs and burdens of litigation;
23
24 b. the class procedure presents fewer management difficulties than individual
25 litigation and provides the benefits of single adjudication, economies of scale, and
26 supervision by a single Court;
27
28

1 c. the prosecution of separate actions by individual Class members would create a
2 risk of inconsistent or varying adjudications, which would establish incompatible
3 standards of conduct for Defendant; and

4 d. the prosecution of separate actions by individual Class members would create a
5 risk of adjudications with respect to them that would be dispositive of the interests
6 of other Class members or would substantively impair or impede their ability to
7 protect their interests.
8

9 70. Unless the Class is certified, Defendant will retain monies received as a result of
10 its unlawful and deceptive conduct alleged herein.

11 71. Unless a class-wide injunction is issued, Defendant will likely continue to
12 advertise, market, promote, and sell its Products in an unlawful and misleading manner, as
13 described throughout this Complaint, and members of the Class will continue to be misled,
14 harmed, and denied their rights under the law. Defendant continues to mislabel the Products in
15 the manner described herein and sell them to the consuming public. Defendant would like to
16 purchase the Products and other products in the “Signature Select” line of food products in the
17 future, but cannot currently do so because he cannot rely on the Products’ labelling, given the
18 deceptions regarding flavoring found there. An injunction prohibiting future deceptive labelling
19 is therefore warranted and would provide Plaintiff and the Class relief.
20

21 72. Furthermore, Plaintiff has not merely alleged an “informational” injury, but has
22 also alleged that Defendant has been enabled to charge a price premium for the Products.
23 Plaintiff has therefore alleged that compliance with federal and state regulations regarding the
24 presence of artificial flavors in the Products would cause a decrease in the price of the Products
25 at which Plaintiff and members of the Class would be willing to buy the Products. As a result,
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1 Plaintiff has alleged more than simply an interest in Defendant telling the truth on its labels, but
2 an economic injury that further supports prospective injunctive relief.

3 73. **Ascertainability.** To the extent ascertainability is required, the Class members are
4 readily ascertainable from Defendant's records and/or its agents' records of retail and online
5 sales, as well as through public notice.
6

7 74. Defendant has acted on grounds applicable to the Class as a whole, thereby
8 making appropriate final injunctive and declaratory relief concerning the Class as a whole.

9 **COUNT 1**
10 **VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT,**
11 **CAL. CIV. CODE § 1750 *et seq.***

12 71. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the
13 extent necessary, pleads this cause of action in the alternative.

14 72. Plaintiff is a "consumer" within the meaning of the Consumer Legal Remedies
15 Act ("CLRA"), Cal. Civ. Code § 1761(d).

16 73. The sale of Defendant's Products to Plaintiff and Class members was a
17 "transaction" within the meaning of the CLRA, Cal. Civ. Code § 1761(e).

18 74. The Products purchased by Plaintiff and Class members are "goods" within the
19 meaning of the CLRA, Cal. Civ. Code § 1761(a).

20 75. As alleged herein, Defendant's business practices are a violation of the CLRA
21 because Defendant deceptively failed to reveal facts that are material in light of the flavoring
22 representations that were made by Defendant on the labels of its Products and elsewhere.

23 76. Defendant's ongoing failure to provide material facts about its Products on its
24 labels violates the following subsections of Cal. Civ. Code § 1770(a) in these respects:

- 25 a. Defendant's acts and practices constitute misrepresentations that its Products have
26 characteristics, benefits, or uses which they do not have;
27
28

- 1 b. Defendant misrepresented that its Products are of a particular standard, quality,
2 and/or grade, when they are of another;
3 c. Defendant's acts and practices constitute the advertisement of goods, without the
4 intent to sell them as advertised;
5 d. Defendant's acts and practices fail to represent that transactions involving its
6 Products involve actions that are prohibited by law, particularly the use of
7 misleading nutritional labelling; and
8 e. Defendant's acts and practices constitute representations that its Products have
9 been supplied in accordance with previous representations when they were not.
10

11 77. By reason of the foregoing, Plaintiff and the Class have been irreparably harmed,
12 entitling them to injunctive relief.
13

14 78. Pursuant to Cal. Civ. Code § 1782, Plaintiff notified Defendant in writing of the
15 particular violations of the CLRA described herein and demanded Defendant rectify the actions
16 described above by providing complete monetary relief, agreeing to be bound by their legal
17 obligations and to give notice to all affected customers of their intent to do so. Plaintiff sent this
18 notice by certified mail to Defendant, at least 30 days before the filing of this Complaint.
19

20 79. Pursuant to Cal. Civ. Code §§ 1770 and 1780, Plaintiff and the Class are entitled
21 to recover actual damages sustained as a result of Defendant's violations of the CLRA. Such
22 damages include, without limitation, monetary losses and actual, punitive, and consequential
23 damages, in an amount to be proven at trial.

24 80. Pursuant to Cal. Civ. Code §§ 1770 and 1780, Plaintiff is entitled to enjoin
25 publication of misleading and deceptive nutritional labels on Defendant's Products and to
26 recover reasonable attorneys' fees and costs.
27
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COUNT 2
UNJUST ENRICHMENT

81. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the extent necessary, pleads this cause of action in the alternative in the event that Plaintiff has an inadequate remedy at law.

82. Under California law, a claim for unjust enrichment “describe[s] the theory underlying a claim that a defendant has been unjustly conferred a benefit ‘through mistake, fraud, coercion, or request.’” *Astiana v. Hain Celestial Grp., Inc.* (9th Cir. 2015) 783 F.3d 753, 762 (quoting 55 *Cal. Jur. 3d Restitution* § 2). Thus, when a plaintiff alleges unjust enrichment, the Court should “construe the cause of action as a quasi-contract claim seeking restitution.” *Rutherford Holdings, LLC v. Plaza Del Rey* (2014) 223 Cal.App.4th 221, 225. Courts in California have allowed unjust enrichment and CLRA claims to proceed in the alternative. *See Scheibe v. Livwell Prods., LLC*, No. 23-cv-216, 2023 WL 4414580, at *8 (S.D. Cal. 2023).

83. Defendant, through its marketing and labeling of the Products, misrepresented and deceived consumers regarding the flavoring in the Products.

84. Defendant did so for the purpose of enriching itself and it in fact enriched itself by doing so.

85. Consumers conferred a benefit on Defendant by purchasing the Products, including an effective premium above their true value. Defendant appreciated, accepted, and retained the benefit to the detriment of consumers.

86. Defendant continues to possess monies paid by consumers to which Defendant is not entitled.

87. Under the circumstances it would be inequitable for Defendant to retain the benefit conferred upon it and Defendant’s retention of the benefit violates fundamental principles of justice, equity, and good conscience.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully request the Court grant the following relief against Defendant:

- a. Certifying the Class;
- b. Declaring that Defendant violated the CLRA and/or was unjustly enriched and/or breached an express warranty;
- c. Awarding actual and other damages as permitted by law;
- d. Ordering an awarding of injunctive relief as permitted by law, including enjoining Defendant from continuing the unlawful practices as set forth herein, and ordering Defendant to engage in a corrective advertising campaign;
- e. Ordering Defendant to pay reasonable attorneys' fees and litigation costs to Plaintiff;
- f. Ordering Defendant to pay both pre- and post-judgment interest on any amounts awarded; and
- g. Such other relief as the Court may deem just and proper.

TRIAL BY JURY IS DEMANDED ON ANY COUNTS SO TRIABLE.

Respectfully submitted,

/s/ Charles C. Weller
Charles C. Weller (Cal. SBN: 207034)
Attorney for Plaintiff

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December 9, 2024

CERTIFICATE OF SERVICE

I hereby certify that on this date, December 9, 2024, I caused the foregoing to be filed into the docket of this matter via the Clerk of Court's CM/ECF system, which filing caused service to be made on all counsel of record.

Respectfully submitted,

/s/ Charles C. Weller

Charles C. Weller (SBN: 207034)

Attorney for Plaintiff