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

11 DAYNA CLARK, individually
12 and on behalf of all others similarly
13 situated,

14 *Plaintiff,*

15 v.

16 NORDIC NATURALS, INC.,

17 *Defendant.*
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Case No. 5:24-cv-04058

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 by helping to support a healthy heart.

5 2. Many of the roughly 19 million Americans who supplement their diets with fish oil do
6 so by taking fish oil capsules. But fish oil capsules do not actually provide the heart health benefits
7 that they claim to.

8 3. Taking fish oil capsules does not support heart health. Overwhelming evidence
9 demonstrates that fish oil capsules do not promote a healthy heart. Indeed, one way to determine
10 whether fish oil capsules promote a healthy heart is to conduct trials pitting these capsules against
11 placebos to see if there are any differences in heart-related benefits. If there are no differences, this
12 shows that fish oil capsules do not support a healthy heart. Such trials have been performed multiple
13 times. And these “multiple randomized trials pitting fish oil against placebos show no evidence of
14 heart-related benefits from fish oil capsules.”¹

15 4. In fact, the most recent study on fish oil supplements found that taking these products
16 can be harmful to heart health.

17 5. Fish oil makers, however, continue to market these capsules as helping heart health.
18 Scientists and consumer health advocates have warned that fish oil labels are misleading, and that
19 consumers are wasting their money.²

20 6. Defendant Nordic Naturals, Inc. (“Nordic Naturals” or “Defendant”) makes, sells, and
21 markets Nordic Naturals brand fish oil capsules (“Nordic Naturals Fish Oil Capsules” or “Products”).
22 Each bottle claims that the capsules support heart health.

23 7. Like other consumers, Ms. Clark bought Nordic Naturals Fish Oil Capsules. As
24 described below, the label on the Product purchased by Ms. Clark states “Omega-3 for cognition,
25 heart health, and immune support.” Ms. Clark read and relied on this statement that the Product
26 promotes heart health and would not have purchased the Product if she had known that the Product
27 does not promote—and can even harm—heart health.

28 _____
¹<https://blogs.scientificamerican.com/observations/the-false-promise-of-fish-oil-capsules/>

²<https://www.health.harvard.edu/heart-health/the-false-promise-of-fish-oil-capsules>

1 **II. Parties**

2 8. Plaintiff Dayna Clark is domiciled in Los Angeles, California.

3 9. The proposed class includes citizens of every state.

4 10. Defendant Nordic Naturals, Inc. is a California corporation with its principal place of
5 business at 111 Jennings Drive, Watsonville, CA 95076

6 **III. Jurisdiction and Venue.**

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

10 12. The Court has personal jurisdiction over Defendant because Defendant sold Nordic
11 Naturals Fish Oil Capsules to consumers in California, including to Plaintiff, and because Defendant
12 is a California Corporation with its principal place of business in California.

13 13. Venue is proper under 28 U.S.C. § 1391(b)(1) & (2), because Defendant resides in
14 this District (at its Watsonville headquarters) and because a substantial part of Defendant’s conduct
15 giving rise to the claims occurred in this District.

16 **IV. Facts.**

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

18 14. Consumers take fish oil capsules because of their purported health benefits. Harvard
19 Medical School describes it as follows:

20 Millions of Americans — including one in five people over age 60 — take fish oil
21 supplements.... Who can blame them? After all, the product labels say things like
22 “promotes heart health” and “supports healthy cholesterol and blood pressure
23 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
26 fish oil supplements with placebo to look for cardiovascular benefit – and found nothing.”⁵ “The

27 ³ <https://www.health.harvard.edu/heart-health/the-false-promise-of-fish-oil-capsules>

28 ⁴ *Id.*

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

1 bottom line is there is no proof fish oil capsules improve your heart health.”⁶

2 16. Worse, multiple recent studies have found that fish oil supplements are *harmful* to
3 heart health.

4 17. “In the [peer-reviewed⁷] REDUCE-IT trial, 8179 participants were given ‘omega-3’
5 and they found that “there was a significant increase in risk of AF [atrial fibrillation] with omega-3
6 fatty acids.”⁸

7 18. “In the VITAL Rhythm Study...12,542 participants were randomized to receive a
8 standard dose of omega-3 fatty acids, 840 mg/d (a combination of EPA and DHA) and 12,557 to
9 receive placebo. After a median of 5.3 years, the incidence of AF was 7.2 per 1000 person-years in
10 those taking omega-3 fatty acids vs 6.6 per 1000 person-years in those taking placebo.”⁹

11 19. And a study of over 400,000 participants concluded that “[r]egular use of fish oil
12 supplements might be a risk factor for atrial fibrillation and stroke among the general population.”¹⁰

13 20. Yet, because these supplements are advertised as promoting heart health despite
14 overwhelming evidence to the contrary, and because companies omit the fact that taking these
15 supplements could harm heart health, millions of Americans regularly buy fish oil capsules, believing
16 that taking the capsules will improve or promote their heart health.

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⁶ *Id.*

22 ⁷ The REDUCE-IT study was published in the New England Journal of Medicine. *See*
23 <https://www.nejm.org/about-nejm/about-nejm> (“NEJM delivers high-quality, peer-reviewed
24 research”).

25 ⁸ Gregory Curfman, MD, *Omega-3 Fatty Acids and Atrial Fibrillation* (March 16, 2021). This
26 article appears in JAMA, a peer-reviewed network of medical journals. *See*
27 <https://jamanetwork.com/journals/jama/pages/for-authors> (“JAMA, published continuously since
1883, is an international peer-reviewed general medical journal. JAMA is a member of the JAMA
Network, a consortium of peer-reviewed, general medical and specialty publications.”).

28 ⁹ Albert CM, Cook NR, Pester, et al. *Effect of marine omega-3 fatty acid and vitamin D
supplementation on incident atrial fibrillation: a randomized clinical trial (VITAL Rhythm)* (JAMA,
March 16, 2021).

¹⁰ Chen et al., *Regular use of fish oil supplements and course of cardiovascular diseases:
prospective cohort study* (BMJMED, 2024).

1 **B. Nordic Naturals sells over-the-counter fish oil capsules that purport to help**
2 **“support a healthy heart.”**

3 21. Nordic Naturals makes, markets, and sells Nordic Naturals fish oil supplements (the
4 “Nordic Naturals Fish Oil Capsules” or “Products”) in the United States. The Products are available
5 nationwide. Hundreds of thousands (or even millions) of U.S. consumers buy Nordic Naturals fish
6 oil capsules.

7 22. Nordic Naturals makes and sells several varieties of Products, including the following
8 non-limiting examples: Nordic Naturals Ultimate Omega 1280 mg Omega-3, Ultimate Omega 2x
9 2150 mg Omega per 2 Soft Gels, Omega-3 690 mg Omega-3s per 2 Soft Gels, and Omega-3 1560
10 mg. Illustrative examples are shown below:





23. Each product variant states that it supports heart health. They do this by stating that the products are “for heart, brain, and immune health,” “for cognition, heart health, and immune support,” or similar phrases.

24. Each of the Nordic Naturals Products are substantially similar. They all advertise fish oil capsules and have a representation on the front of the bottle that the Product supports heart health.

C. Nordic Naturals’ labeling is false and misleading to most customers.

25. By selling Products that purport to support heart health, Nordic Naturals is representing to customers that taking its fish oil capsule is beneficial to heart health.

1 26. When a consumer picks up a bottle of Nordic Naturals Fish Oil Capsules, the
2 consumer reasonably believes that taking the capsules will be beneficial to heart health. No
3 reasonable consumer reads the label and expects that the capsule has no effect on heart health. When
4 the label says “for heart...health,” consumers expect that to be accurate—that the product does help
5 support a healthy heart. But the truth is, the product does not support heart health. In this way,
6 Nordic Naturals’ affirmative representations are misleading to reasonable consumers.

7 27. Also, because Nordic Naturals Fish Oil Capsules omit any warnings about the risks of
8 fish oil supplements from their labels, no reasonable consumer would know from the labeling that
9 taking fish oil supplements jeopardizes their heart health, including, for example, by increasing the
10 risk of atrial fibrillation.

11 **D. Nordic Naturals’ fish oil capsules are wholly worthless.**

12 28. The inaccurate labeling of Nordic Naturals Fish Oil Capsules is highly material to
13 reasonable consumers. The reason that consumers buy fish oil capsules is because they believe that
14 they support heart health. No reasonable consumer wants to buy and ingest a fish oil capsule that has
15 no effect on heart health.

16 29. Similarly, Nordic Naturals’ false and misleading labeling drives the demand for its
17 Fish Oil Capsules. As explained above, the primary reason that people buy and ingest fish oil
18 capsules is that they believe that it is beneficial to their heart. If consumers knew the truth—that
19 Nordic Naturals’ Fish Oil Capsules do not have any benefit to heart health at all—the price of its
20 products would crater.

21 30. Worse, no consumer would pay the current market price for Nordic Naturals Fish Oil
22 Capsules if Nordic Naturals did not omit information regarding the risks of fish oil supplements,
23 specifically that they may be *harmful* to heart health by increasing the incidences of atrial fibrillation.

24 31. The reason that consumers purchase Nordic Naturals Fish Oil Capsules is because
25 they believe they promote heart health. But without its heart benefits, and with the increased risk of
26 atrial fibrillation, Nordic Naturals Fish Oil Capsules do not provide this benefit. What reasonable
27 person wants to pay for and ingest capsules at the current market price if the products do not improve
28 heart health and, in fact, are harmful to heart health? Thus, the economic injury here is the price

1 premium attributable to the false and misleading heart health statements. Alternatively, because the
2 false and misleading heart health statement is the sole reason that reasonable consumers purchase
3 Nordic Naturals Fish Oil Capsules, the economic injury is the entire price of the Nordic Naturals Fish
4 Oil Capsules that Plaintiff and the class members purchased.

5 **E. Ms. Clark was misled and harmed by Nordic Naturals' misleading labeling.**

6 32. In or around spring of 2022, Dayna Clark purchased Nordic Naturals Fish Oil
7 Capsules from Amazon.

8 33. She purchased the Product regularly for years. The package prominently states that it
9 helps support heart health. Ms. Clark read and relied on this statement when purchasing the Product.
10 She would not have purchased the Product at the price she paid if she had known that the Products
11 have not actually been shown to promote heart health.

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

18 35. Moreover, Ms. Clark was unaware that fish oil supplements, such as Nordic Naturals
19 Fish Oil Capsules, actually *increased* his risk of atrial fibrillation, meaning that the Products were
20 actually *harmful* to heart health. She never would have paid the price she paid for the Products had
21 this information not been omitted from the labels.

22 36. Plaintiff wants Nordic Naturals to fix its practices and sell capsules with accurate
23 labeling. If Nordic Naturals fixes its Products, so that the capsules actually do help support heart
24 health, she would buy them again. But given Nordic Naturals past deception, Plaintiff cannot rely on
25 Nordic Naturals' word alone that it has fixed the problem. Plaintiff faces an imminent threat of harm
26 because she will not be able to rely on Nordic Naturals' labels in the future, and will not be able to
27 buy Nordic Naturals' Fish Oil Capsules, even if Nordic Naturals claims to have fixed the issue. To
28 buy Nordic Naturals' Products again, Plaintiff needs the Court to enter an order forbidding Nordic

1 Naturals from claiming that its capsules promote heart health unless the capsules actually promote
2 heart health.

3 **F. No adequate remedy at law.**

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

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

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

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

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

27 **V. Class action allegations.**

28 42. Plaintiff brings the asserted claims on behalf of the proposed class of:

- 1 • Nationwide Class: all persons who, within the applicable statute of limitations period,
2 purchased one or more Nordic Naturals Fish Oil Capsules.
- 3 • Consumer Protection Subclass: all persons who, while in the states of California,
4 Connecticut, Illinois, Maryland, Missouri or New York, and within the applicable
5 statute of limitations period, purchased one or more Nordic Naturals Fish Oil
6 Capsules.
- 7 • California Subclass: all persons who, while in the state of California and within the
8 applicable statute of limitations period, purchased one or more Nordic Naturals Fish
9 Oil Capsules.

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

18 ***Numerosity & Ascertainability***

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

21 45. Class members can be identified through Defendant’s sales records and public notice.

22 ***Predominance of Common Questions***

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

- 25 (1) whether Defendant made false or misleading statements of fact in its labeling;
- 26 (2) whether Defendant violated consumer protection statutes;
- 27 (3) whether Defendant committed a breach of an express or implied warranty;
- 28 (4) damages needed to reasonably compensate Plaintiff and the proposed class.

Typicality & Adequacy

47. Plaintiff’s claims are typical of the proposed class. Like the proposed class, Plaintiff purchased the Nordic Naturals Fish Oil Capsules. There are no conflicts of interest between Plaintiff and the class.

Superiority

48. A class action is superior to all other available methods for the fair and efficient adjudication of this litigation because individual litigation of each claim is impractical. It would be unduly burdensome to have individual litigation of millions of individual claims in separate lawsuits, every one of which would present the issues presented in this lawsuit.

VI. Claims.

First Cause of Action:

Violations of State Consumer Protection Acts

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

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

50. As alleged below, Plaintiff brings individual and subclass claims based on California law. For the Multi-State Consumer Protection Subclass, Plaintiff brings this count for violations of 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.

1 51. Each of these statutes is materially similar. Each broadly prohibits deceptive conduct
2 in connection with the sale of goods to consumers. No state requires individualized reliance, or proof
3 of defendant's knowledge or intent. Instead, it is sufficient that the deceptive conduct is misleading
4 to reasonable consumers and that the conduct proximately caused harm.

5 52. As alleged in detail above, Defendant's misrepresentations and omissions are
6 misleading to reasonable consumers in a material way. Defendant's false and misleading labeling
7 was a substantial factor in Plaintiff's purchase decisions and the purchase decisions of class
8 members.

9 53. Defendant's misrepresentations and omissions were willful and knowing. Defendant
10 falsely represented that Nordic Naturals Fish Oil Capsules support heart health. Moreover, Defendant
11 omitted crucial information from its label, failing to disclose that fish oil supplements may increase the
12 risk of atrial fibrillation and *harm* heart health.

13 54. Because Defendant makes and sells the Products, Defendant knew, or should have
14 known through the exercise of reasonable care, that these statements were false and misleading.
15 Furthermore, Defendant controls its labeling, knowingly put on the "Heart Health" representations,
16 and knows the plain meaning of "Heart Health."

17 55. Defendant had superior knowledge of its Products compared to consumers, and
18 Defendant knew or should have known about the dangerous risks associated with its Products, namely
19 that they increase the risk of atrial fibrillation and harm heart health. Defendant had a duty to warn
20 consumers about the risks of its Products.

21 56. Plaintiff and class members were injured as a direct and proximate result of
22 Defendant's conduct because: (a) they would not have purchased Nordic Naturals Fish Oil Capsules
23 if they had known that the Products have not actually been shown to improve cardiovascular
24 outcomes or promote heart health or (b) they received products that were, in truth, worthless.

25 **Second Cause of Action:**

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

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

28 57. Plaintiff incorporates each and every factual allegation set forth above.

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

3 59. Defendant has violated Sections 17500 and 17501 of the Business and Professions
4 Code.

5 60. Defendant has violated, and continues to violate, Section 17500 of the Business and
6 Professions Code by disseminating untrue and misleading advertisements to Plaintiff and subclass
7 members.

8 61. As alleged more fully above, Defendant falsely advertised its products by falsely
9 representing that Nordic Naturals Fish Oil Capsules support heart health.

10 62. Moreover, Defendant omitted crucial information from its label, failing to disclose that
11 fish oil supplements may increase the risk of atrial fibrillation and *harm* heart health.

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

17 64. Defendant's misrepresentations and omission were a substantial factor in Plaintiff's
18 purchase decision and the purchase decision of subclass members.

19 65. Plaintiff and the subclass were injured as a direct and proximate result of Defendant's
20 conduct because: (a) they would not have purchased Nordic Naturals Fish Oil Capsules if they had
21 known that the Products do not actually promote heart health, and (b) they received products that
22 were, in truth, worthless.

23 **Third Cause of Action:**

24 **Violation of California's Consumer Legal Remedies Act**

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

26 66. Plaintiff incorporates each and every factual allegation set forth above.

27 67. Plaintiff brings this cause of action on behalf of herself and members of the California
28 Subclass.

1 68. Plaintiff and the subclass are “consumers,” as the term is defined by California Civil
2 Code § 1761(d).

3 69. Plaintiff and the subclass have engaged in “transactions” with Defendant as that term
4 is defined by California Civil Code § 1761(e).

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

9 71. As alleged more fully above, Defendant has violated the CLRA by falsely
10 representing that Nordic Naturals Fish Oil Capsules support heart health. Defendant knew, or should
11 have known through the exercise of reasonable care, that these statements were false and misleading.

12 72. Moreover, Defendant omitted crucial information from its label, failing to disclose that
13 fish oil supplements may increase the risk of atrial fibrillation and *harm* heart health.

14 73. Defendant violated, and continues to violate, section 1770 of the California Civil
15 Code.

16 74. Defendant violated, and continues to violate, section 1770(a)(5) of the California
17 Civil Code by representing that Products offered for sale have characteristics or benefits that they do
18 not have. Defendant represents that its Products have the characteristic of supporting heart health,
19 when in reality they do not.

20 75. Defendant violated, and continues to violate, section 1770(a)(7) of the California
21 Civil Code by representing that Products offered for sale are of a particular standard, quality, or
22 grade, if they are another. Defendant represents that its Products meet the standard of supporting
23 heart health, when in reality they do not.

24 76. And Defendant violated, and continues to violate, section 1770(a)(9) of the California
25 Civil Code. Defendant violated this by advertising its Products as being fit for their intended
26 purpose of supporting heart health, when in fact Defendant does not intend to sell the Products as
27 advertised.

28

1 77. Defendant's false labeling was likely to deceive, and did deceive, Plaintiff and
2 reasonable consumers. Defendant knew, or should have known through the exercise of reasonable
3 care, that these statements were inaccurate and misleading.

4 78. Defendant's misrepresentations were intended to induce reliance, and Plaintiff saw,
5 read, and reasonably relied on the statements when purchasing the Products. In addition, subclass-
6 wide reliance can be inferred because Defendant's misrepresentations were material, i.e., a
7 reasonable consumer would consider them important in deciding whether to buy the Products.

8 79. Defendant's misrepresentations and omissions were a substantial factor in Plaintiff's
9 purchase decision and the purchase decision of subclass members.

10 80. Plaintiff and the subclass were injured as a direct and proximate result of Defendant's
11 conduct because: (a) they would not have purchased Nordic Naturals Fish Oil Capsules if they had
12 known that the Products do not actually promote heart health, and (b) they received products that
13 were, in truth, worthless.

14 81. Accordingly, pursuant to California Civil Code § 1780(a)(2), Ms. Clark, on behalf of
15 herself and all other members of the subclass, seeks injunctive relief.

16 82. CLRA § 1782 NOTICE. On June 12, 2024, a CLRA demand letter was sent to
17 Defendant's California registered agent and California headquarters via certified mail (return receipt
18 requested), that provided notice of Defendant's violations of the CLRA and demanded that
19 Defendant correct the unlawful, unfair, false and/or deceptive practices alleged here. If Defendant
20 does not fully correct the problem for Plaintiff and for each member of the California Subclass
21 within 30 days of receipt, Plaintiff and the California Subclass will seek all monetary relief allowed
22 under the CLRA.

23 83. A CLRA venue declaration is attached.

24 **Fourth Cause of Action:**

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

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

27 84. Plaintiff incorporates each and every factual allegation set forth above.
28

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

3 86. Defendant has violated California’s Unfair Competition Law (UCL) by engaging in
4 unlawful, fraudulent, and unfair conduct (i.e., violating each of the three prongs of the UCL).

5 ***The Unlawful Prong***

6 87. Defendant engaged in unlawful conduct by violating the CLRA and FAL, as alleged
7 above and incorporated here.

8 88. In addition, Nordic Naturals engaged in unlawful conduct by violating California
9 Health & Safety Code § 109875 et seq. (the Sherman Food Drug and Cosmetic Law) which adopts
10 and parallels federal FDCA requirements, including prohibitions on false and misleading labeling.

11 ***The Fraudulent Prong***

12 89. As alleged in detail above, Defendant’s representations that its Products promote
13 heart health, or that its Products improve cardiovascular outcomes, were false and misleading.
14 Moreover, its omission of information regarding the heart risks associated with taking its Products
15 were false and misleading. Its labeling is likely to deceive, and did deceive, Plaintiff and other
16 reasonable consumers.

17 ***The Unfair Prong***

18 90. Defendant’s conduct, as detailed above, also violated the “unfair” prong of the UCL.

19 91. Defendant’s conduct caused substantial injury to Plaintiff and subclass members. The
20 harm to Plaintiff and the subclass greatly outweighs the public utility of Defendant’s conduct (which
21 is none). Inaccurately labeled fish oil capsules have no public utility. This injury was not outweighed
22 by any countervailing benefits to consumers or competition. Misleading labels only injure healthy
23 competition and harm consumers.

24 92. Plaintiff and the subclass could not have reasonably avoided this injury. As alleged
25 above, Defendant’s labeling is false and misleading. Its labeling is likely to deceive, and did deceive
26 reasonable consumers like Plaintiff.

27 93. Defendant’s conduct, as alleged above, was immoral, unethical, oppressive,
28 unscrupulous, and substantially injurious to consumers.

1 94. Defendant's conduct violated the public policy against false and misleading labels,
2 which is tethered to the CLRA and the FAL, as well as California's Sherman Act.

3 * * *

4 95. For all prongs, Defendant's misrepresentations were intended to induce reliance, and
5 Plaintiff saw, read, and reasonably relied on the statements when purchasing the Products. In
6 addition, subclass-wide reliance can be inferred because Defendant's misrepresentations were
7 material, i.e., a reasonable consumer would consider them important in deciding whether to buy the
8 Products.

9 96. Defendant's misrepresentations were a substantial factor in Plaintiff's purchase
10 decision and the purchase decision of subclass members.

11 97. Plaintiff and the subclass were injured as a direct and proximate result of Defendant's
12 conduct because: (a) they would not have purchased Nordic Naturals Fish Oil Capsules if they had
13 known that the Products do not actually promote heart health, and (b) they received products that
14 were, in truth, worthless.

15 **Fifth Cause of Action:**

16 **Breach of Express Warranty**

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

18 98. Plaintiff incorporates each and every factual allegation set forth above.

19 99. Plaintiff brings this cause of action on behalf of herself and the Nationwide Class. In
20 the alternative, Plaintiff brings this claim under California law for herself and members of the
21 California Subclass.

22 100. Defendant, as the manufacturer, marketer, distributor, supplier, and/or seller of the
23 Nordic Naturals Fish Oil Capsules, issued material, written warranties by representing that the
24 Products help support a healthy heart. This was an affirmation of fact about the Products (i.e., a
25 description of the capsules) and a promise relating to the goods.

26 101. This warranty was part of the basis of the bargain and Plaintiff and class members
27 relied on this warranty.

28

1 102. In fact, the Nordic Naturals Fish Oil Capsules do not conform to the above-referenced
2 representation because, as alleged in detail above, Nordic Naturals' labeling is inaccurate and the
3 Products have not been shown to support a healthy heart. They do not promote heart health. Thus,
4 the warranty was breached.

5 103. Plaintiff provided Defendant with notice of this breach of warranty, by mailing a
6 notice letter to Defendant's headquarters, on June 12, 2024.

7 104. Plaintiff and class members were injured as a direct and proximate result of
8 Defendant's conduct, and this conduct was a substantial factor in causing harm, because: (a) they
9 would not have purchased Nordic Naturals Fish Oil Capsules if they had known that the Products
10 have not actually been shown to improve cardiovascular outcomes or promote heart health or (b)
11 they received products that were, in truth, worthless.

12 **Sixth Cause of Action:**

13 **Quasi-Contract**

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

15 105. Plaintiff incorporates each and every factual allegation set forth above.

16 106. Plaintiff brings this cause of action on behalf of herself and the Nationwide Class.
17 Common law quasi-contract claims are materially similar in all fifty states. Plaintiff brings this cause
18 of action in the alternative to her Breach of Express Warranty claim (Fifth Cause of Action) on
19 behalf of herself and the Nationwide Class. In the alternative, Plaintiff brings this claim under
20 California law on behalf of herself and the California Subclass.

21 107. As alleged in detail above, Defendant's false and misleading representations caused
22 Plaintiff and the class to purchase wholly worthless Products.

23 108. In this way, Defendant received a direct and unjust benefit, at Plaintiff's expense.

24 109. Plaintiff and the class seek restitution, and in the alternative, rescission.

25 **Seventh Cause of Action:**

26 **Negligent Misrepresentation and Omission**

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

28 110. Plaintiff incorporates each and every factual allegation set forth above.

1 111. Plaintiff brings this cause of action on behalf of herself and the Nationwide Class. In
2 the alternative, Plaintiff brings this claim under California law for herself and members of the
3 California Subclass.

4 112. As alleged more fully above, Defendant made false representations to Plaintiff and
5 class members concerning its statements that the capsules support a healthy heart.

6 113. Defendant also omitted crucial information from its label, failing to disclose that fish
7 oil supplements may increase the risk of atrial fibrillation and *harm* heart health.

8 114. These representations were false.

9 115. When Defendant made these misrepresentations and omissions, it knew or should
10 have known that the representations were false. Defendant had no reasonable grounds for believing
11 that these representations were true when made.

12 116. Defendant intended that Plaintiff and class members rely on these representations and
13 omissions.

14 117. In deciding to purchase Products from Defendant, Plaintiff and the class reasonably
15 relied on Defendant's representations and omissions to form the mistaken belief that the Products did
16 promote heart health.

17 118. In addition, class-wide reliance can be inferred because Defendant's
18 misrepresentations and omissions were material, i.e., a reasonable consumer would consider them
19 important in deciding whether to buy the Nordic Naturals Fish Oil Capsules.

20 119. Defendant's misrepresentations and omissions were a substantial factor and
21 proximate cause in causing damages and losses to Plaintiff and class members.

22 120. Plaintiff and class members were injured as a direct and proximate result of
23 Defendant's conduct because: (a) they would not have purchased Nordic Naturals Fish Oil Capsules
24 if they had known that the Products do not actually promote heart health, and (b) they received
25 products that were, in truth, worthless.

26 **Eighth Cause of Action:**

27 **Intentional Misrepresentation and Omission**

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

1 121. Plaintiff incorporates each and every factual allegation set forth above.

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

4 123. As alleged more fully above, Defendant made false representations to Plaintiff and
5 class members concerning its statements that the capsules support a healthy heart.

6 124. Defendant omitted crucial information from its label, failing to disclose that fish oil
7 supplements may increase the risk of atrial fibrillation and *harm* heart health.

8 125. When Defendant made these misrepresentations and omissions, it knew that at the
9 time that it made them that the representations were false and/or acted recklessly in making the
10 misrepresentations and omissions.

11 126. Defendant intended that Plaintiff and class members rely on these representations and
12 omissions and Plaintiff and subclass members read and reasonably relied on them.

13 127. In addition, subclass-wide reliance can be inferred because Defendant's
14 misrepresentations and omissions were material, i.e., a reasonable consumer would consider them
15 important in deciding whether to buy the Products.

16 128. Defendant's misrepresentations and omissions were a substantial factor and
17 proximate cause in causing damages and losses to Plaintiff and class members.

18 129. Plaintiff and class members were injured as a direct and proximate result of
19 Defendant's conduct because: (a) they would not have purchased Nordic Naturals Fish Oil Capsules
20 if they had known that the Products do not actually promote heart health and (b) they received
21 products that were, in truth, worthless.

22 **VII. Relief.**

23 130. Plaintiff seeks the following relief for herself and the proposed class:

- 24 • An order certifying the asserted claims, or issues raised, as a class action;
- 25 • A judgment in favor of Plaintiff and the proposed class;
- 26 • Damages, treble damages, and punitive damages where applicable;
- 27 • Restitution;
- 28 • Rescission;

- Disgorgement, and other just equitable relief;
- Pre- and post-judgment interest;
- An injunction prohibiting Defendant's 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.

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

Dated: July 3, 2024

Respectfully submitted,

By: /s/ Richard Lyon

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Attorneys for Plaintiff

CLRA VENUE DECLARATION

I, Dayna Clark, declare as follows:

1. I am named Plaintiff in this action.
2. In 2022, I purchased Nordic Natural Omega-3 Supplements while located in Los Angeles County, CA.
3. I understand that, because Defendant is headquartered in this district, this is a proper place to bring my California Legal Remedies Act claim.

I declare under penalty of perjury, under the laws of the United States and the State of California, that the foregoing is true and correct to the best of my knowledge.

DocuSigned by:
Dayna Clark
Signature: _____
C79D3B86466145D...

Dayna Clark

Dated: July 2, 2024

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Dayna Clark, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Los Angeles (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

(See attachment)

DEFENDANTS

Nordic Naturals, Inc.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant X 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and incorporation status. Includes options like 'Citizen of This State', 'Citizen of Another State', 'Citizen or Subject of a Foreign Country', 'Incorporated or Principal Place of Business In This State', etc.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal codes and descriptions.

V. ORIGIN (Place an "X" in One Box Only)

- X 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Diversity jurisdiction exists under 28 U.S. Code § 1332(d).

Brief description of cause: Consumer protection laws.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND X SAN JOSE EUREKA-MCKINLEYVILLE

DATE 07/03/2024

SIGNATURE OF ATTORNEY OF RECORD

/s/ Richard Lyon

Attachment: Per requirements under “Attorneys” section of Civil Cover Sheet rules

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*Pro Hac Vice Applications
Forthcoming