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6 *Attorneys for Plaintiff and the Proposed Class*

7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF LOS ANGELES**

11 LEYTH DAUOD, individually and on  
12 behalf of all others similarly situated,

13 **Plaintiffs,**

14 v.

15 ZURU LLC. and DOES 1 through 10,  
16 inclusive,

17 **Defendant.**

Case No. **24STCV27674**

CLASS ACTION COMPLAINT

1. FALSE AND MISLEADING  
ADVERTISING IN VIOLATION OF  
BUSINESS AND PROFESSIONS CODE  
§ 17200, *et seq.*
2. FALSE AND MISLEADING  
ADVERTISING IN VIOLATION OF  
BUSINESS AND PROFESSIONS CODE  
§ 17500, *et seq.*
3. VIOLATION OF CALIFORNIA CIVIL  
CODE § 1750, *et seq.* (Consumers Legal  
Remedies Act)

DEMAND FOR JURY TRIAL

1 Plaintiff Leyth Dauod (hereinafter “Plaintiff”), individually and on behalf of himself and  
2 others similarly situated (hereinafter “the Class” or “Class Members”), alleges the following:

3 **I. NATURE OF THE ACTION AND STATEMENT OF FACTS**

4 1. This is an important consumer protection matter that concerns two issues: i) the  
5 omission and non-disclosure of information that is a material concern for consumers—the  
6 existence of, and potential health risks from, organic fluorine in juvenile toy products produced,  
7 marketed and sold by ZURU, LLC. (“Defendant”) under the brand name “Bunch O Balloons”  
8 and specifically, its Bunch O Balloons Self-Sealing Water Ballons; and ii) false and misleading  
9 marketing of ZURU as being a socially conscious, “sustainable” and “quality” brand given the  
10 existence of, and potential health risks from, organic fluorine in ZURU Bunch O Balloons Self-  
11 Sealing Water Ballons.

12 2. Defendant is a manufacturer, distributor, and marketer of a variety of juvenile  
13 toy products.

14 3. The product at issue is Defendant’s Bunch O Balloons Self-Sealing Water  
15 Ballons (hereinafter individually referred to as “Product”, plurally referred to as “Products”).

16 4. The Products that were manufactured, marketed, advertised and sold by  
17 Defendant over the proposed class period and are currently being manufactured, marketed,  
18 advertised and sold by Defendant, and the Product purchased by Plaintiff and tested by Plaintiff  
19 as set forth herein, were and are substantially similar. The Products are the same Self-Sealing  
20 Water Ballons, all have the same essential design with variances in color options and all are  
21 made from the same manufacturing process.

22 5. Defendant offers the Products for sale through various channels, including third-  
23 party retail outlets and internet websites such as Target, Ralph’s, Walmart, Costco, and  
24 Amazon.

25 6. As set forth below, through an extensive, widespread, comprehensive, and  
26 uniform nationwide marketing campaign, including creating marketing materials pertaining to  
27  
28

1 the Products for third-party sellers, Defendant promoted itself and the Products as being  
2 sustainable, quality products.

3 **A. Defendant’s False, Misleading And Deceptive Marketing Of The Products.**

4 7. During the Class Period defined herein, dating from four (4) years prior to the  
5 date of the filing of the complaint, Defendant promoted, and continues to promote, the ZURU  
6 brand and Products through the following false, misleading and deceptive statements on  
7 ZURU’s brand website pages. The images of the website pages and the statements and  
8 terminology that are false, misleading and or add to the deception are identified in bold are set  
9 forth below:

10 i.

11  
12  
13 **Let's Reimagine**

14 Let's reimagine a world unbridled by restraint. Where  
15 anything you can think, you can do. Where anything you  
16 design, you can make. Where creativity is free to roam, and  
17 where imagination unleashes innovation, excitement,  
18 connection and joy. That's the power of play, and at ZURU  
19 Toys, we're reimaging it, every day.

20 Here, creativity is the tool. Scale, automation and agility are  
21 the strengths. And better solutions is the goal, delivering  
22 quality, relevance and affordability for all. Driven by heart  
23 and connected by our desire for improvement, together,  
24 we're redefining the status quo by reimaging tomorrow.



- 25 • And better solutions is the goal, **delivering quality**, relevance and affordability for all.
- 26 • Driven by heart and connected by our desire for improvement, together, we’re redefining  
27 the status quo by reimaging tomorrow.

28 <https://zurutoys.com/about>

ii.



## Our Team and Culture

At ZURU Toys, we're a team of high-performing people brought together by our shared purpose. With offices across 10 countries, our diverse and global team is bound by a desire to think differently, disrupt the status quo and have fun doing it.

People are at the heart of our company, and the needs and values of people are at the heart of everything we make. Championing the driven and the brave, our supportive, tight-knit culture excels at giving our people the trust and freedom to work with speed, agility and initiative - enabling themselves, and their projects to flourish. At ZURU, anything you do, you do on a global scale, so opportunities for career growth are endless. If you're talented, tenacious, and looking for something more, talk to us about joining the team!

- At ZURU toys, we're a team of high-performing people brought together by our shared purpose.
- People are at the heart of our company, and **the needs and values of people are at the heart of everything we make.**

<https://zurutoys.com/about>

iii.

## Sustainability

We believe that becoming myopic in the toy industry is to become redundant. This is why we approach business with a vision of preparing for the future – the world which children will one day live and play. Sustainability is a commitment to current and future generations, to leave this world better than when we were brought into it.

The social conscience of our society is growing every day and so too is the social conscience of our company. We have individuals in our team who are extremely passionate about sustainability, and are constantly looking at how we can incorporate sustainable practices into our business, products, and future lines of toys and consumer goods.

We incorporated this mentality into the production of ZURU Bunch O Balloons. Our balloons are made from natural rubber latex and the stems can also be easily recycled through your regular recycling bins.

As of September 2019, ZURU Bunch O Balloons are 100% recyclable – balloons, packaging and stems – in Australia, New Zealand, USA, Canada and the United Kingdom via a partnership with Terracycle Inc.



- **Sustainability** is a commitment to current and future generations, to leave this world better than when we were brought into it.
- **The social conscience of our society is growing every day and so too is the social conscience of our company.**
- We have individuals in our team who are **extremely passionate about sustainability** and are constantly looking at how we can **incorporate sustainable practices into our business, products, and future lines of toys and consumer goods.**
- **We incorporated this mentality into the production of ZURU Bunch O Balloons.**
- **Our balloons are made from natural rubber latex** and the stems can also be easily recycled through your regular recycling bins.

<https://zurutoys.com/about>

8. Through Defendant’s marketing and advertising campaign, Defendant was able to sell the Products to thousands of consumers throughout California and the rest of the United States. The Products are sold individually for prices ranging from \$8.99 to \$11.99 per product.

9. Plaintiff read, believed, and relied upon Defendant’s marketing and advertising of the ZURU brand and Products set forth in paragraph 7 (i-iii) herein as “[a]nd better solutions is the goal, delivering quality, relevance and affordability for all”, “[p]eople are at the heart of our company, and the needs and values of people are at the heart of everything we make”, “sustainability is a commitment to current and future generations, to leave this world

1 better than when we were brought into it”, “[t]he social conscience of our society is growing  
2 every day and so too is the social conscience of our company”, “[w]e have individuals in our  
3 team who are extremely passionate about sustainability and are constantly looking at how we  
4 can incorporate sustainable practices into our business, products, and future lines of toys and  
5 consumer goods”, “[w]e incorporated this mentality into the production of ZURU Bunch O  
6 Balloons”, and “[o]ur balloons are made from natural rubber latex and the stems can also be  
7 easily recycled through your regular recycling bins” (hereafter collectively referred to as “the  
8 Misrepresentations”) when purchasing the Products.

9 10. Plaintiff reasonably understood the net impression of the Misrepresentations to  
10 mean that the Products are sustainable, quality products.

11 11. Currently, there is significant public health concern about the materials and  
12 chemicals used in the toy industry.<sup>1 2</sup>

13 12. In addition, consumers today are increasingly conscious of brands' efforts to  
14 make a positive difference in the world.<sup>3</sup> Sustainable marketing is the promotion of  
15 environmentally and socially responsible products, practices, and brand values.<sup>4 5</sup>  
16 Incorporating social responsibility into brands' public relations strategies can make a  
17 profound impact on consumer decisions.

18 13. Thus, there is a continuous incentive for a company such as Defendant's to  
19 market itself as being a socially conscious and “sustainable” brand.

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23 <sup>1</sup> <https://www.nbcnews.com/health/kids-health/health-warning-water-bead-toys-danger-rcna144152>

24 <sup>2</sup> <https://www.nytimes.com/2020/11/23/parenting/home-flame-retardants-dangers.html>

25 <sup>3</sup> See <https://www.linkedin.com/pulse/5-key-elements-successful-wellness-brand-pr-strategy-examples>

26 <sup>4</sup> <https://www.smartinsights.com/online-brand-strategy/brand-positioning/sustainable-marketing-how-should-you-use-it/>

27 <sup>5</sup> <https://abmatic.ai/blog/sustainable-marketing-strategies-building-brands-with-environmental-responsibility#:~:text=Sustainable%20marketing%20focuses%20on%20integrating,customer%20who%20value%20environmental%20stewardship.>  
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1           **B. The Existence Of Chemicals In the Products That Implicates Health And**  
2           **Safety Concerns That A Reasonable Consumer Would Find Material.**

3           14. The Products at issue contain, among other things, organic fluorine, which  
4 places consumers at risk of PFAS exposure.

5           15. According to the U.S. Centers for Disease Control and Prevention (CDC),  
6 PFAS are a group of over 9,000 synthetic chemicals that have been used in industry and  
7 consumer products, worldwide, for over 70 years.<sup>6</sup>

8           16. The California legislature has found and declared the following: “PFAS,” are  
9 highly toxic and highly persistent in the environment. See Cal Health & Safety Code §  
10 108981(a).

11           17. The California legislature has found and declared the following: PFAS are  
12 referred to as “forever chemicals” because they are extremely resistant to degradation in the  
13 natural environment, including the water, the soil, the air, and our bodies, because of their  
14 carbon-fluorine bond, one of the strongest bonds known in nature. See Cal Health & Safety  
15 Code § 108981(b).

16           18. The California legislature has found and declared the following: PFAS have  
17 been linked by scientific, peer- reviewed research to severe health problems, including breast  
18 and other cancers, hormone disruption, kidney and liver damage, thyroid disease,  
19 developmental harm, and immune system disruption, including interference with vaccines. See  
20 Cal Health & Safety Code § 108981(c).

21           19. The CDC outlines several health effects associated with PFAS exposure,  
22 including cancer, liver damage, decreased fertility, increased risk of asthma and thyroid  
23 disease.<sup>7</sup>

24  
25  
26  
27 <sup>6</sup> <https://www.cdc.gov/niosh/topics/pfas/default.html>

28 <sup>7</sup> <https://www.atsdr.cdc.gov/pfas/health-effects/index.html> ; see also  
<https://www.hsph.harvard.edu/news/hsph-in-the-news/pfas-health-risks->

1 20. Other studies have associated exposure to PFAS with increased pregnancy  
2 losses, disruption in sex hormone homeo-statis and sexual maturation.<sup>8</sup>

3 21. Because of the widespread use of PFAS, they can be found in water, air,  
4 animals, and soil at locations across the nation and the globe. Due to this widespread use, the  
5 CDC’s National Health and Nutrition Examination Survey (NHANES) found PFAS in the  
6 blood of 97 percent of Americans, suggesting virtually ubiquitous exposure of Californians to  
7 these highly toxic chemicals. Widespread use has also resulted in broad PFAS dispersal in  
8 indoor and outdoor environments, including the PFAS contamination of the drinking water of  
9 approximately 16 million Californians, particularly in disadvantaged communities, of breast  
10 milk, and of indoor and outdoor air. See Cal Health & Safety Code § 108981(e).

11 22. Because PFAS chemicals are “forever chemicals” and accumulate in the human  
12 body and environment, there is no safe manner or level of exposure to humans.

13 23. Under the California Health & Safety Code, the presence of PFAS in a juvenile  
14 and other products are measured in total organic fluorine. See, for example, Cal. Health &  
15 Safety Code §§ 108945(b)(2); 108970(g)(2); § 109000 (a)(3)(B).

16 24. While the California Health & Safety Code permits certain levels of organic  
17 fluorine in certain products as of January 1, 2023, the omission and non-disclosure of  
18 information that is a material concern for consumers is different than compliance under the  
19 California Health & Safety Code, which only concerns production and distribution, not otherwise  
20 lawful disclosures or warnings. Therefore, required disclosures and warnings are an issue not  
21 addressed or covered by the Health & Safety Code. Indeed, Governor Gavin Newsom’s veto  
22 message in vetoing a “disclosure” bill for products containing PFAS (Assembly Bill No. 2247)  
23 makes clear disclosure requirements are a separate issue not covered by current legislation.<sup>9</sup>

24 \_\_\_\_\_  
25  
26 [underestimated/#:~:text=A%20recent%20review%20from%20the,of%20asthma%20and%20thyroid%20disease](#)

27 <sup>8</sup> <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2679623/>

28 <sup>9</sup> [www.gov.ca.gov/wp-content/uploads/2022/09/AB-2247-VETO.pdf?emrc=cc359d](http://www.gov.ca.gov/wp-content/uploads/2022/09/AB-2247-VETO.pdf?emrc=cc359d)



1 25. Leading science has also directed that identification of organic fluorine in  
2 industry and consumer products is an indicator that encompasses the total content of both  
3 known and unknown types of PFAS, unlike traditional targeted analyses that can reliably  
4 quantify only a few dozen known PFAS that have commercially available analytical  
5 standards.”<sup>10</sup>

6 26. Plaintiff commissioned independent third-party testing to determine whether the  
7 Product contains organic fluorine.

8 27. The independent testing by Plaintiff was performed by an independent  
9 analytical contract laboratory founded in 1950. The laboratory is compliant with the Code of  
10 Federal Regulations (CFR) parts 210 and 211 for analytical subcontract laboratories, as well as  
11 GLP/cGMP compliant, FDA registered and maintains a current ISO 17025 accreditation. The  
12 laboratory is also listed on the Consumer Product Safety Commission’s website as an  
13 accredited analytical testing laboratory.

14 28. The testing conducted by the laboratory was conducted in accordance with  
15 accepted industry standards for detecting the presence of organic fluorine.

16 29. The testing was performed at the independent analytical contract laboratory’s  
17 facilities.

18 30. Plaintiff conducted testing on the same Product Plaintiff purchased and near in  
19 time to Plaintiff’s purchase. Specifically, Plaintiff was a frequent shopper of the Product and  
20 purchased the Product in Los Angeles County in Spring 2023. The tested product purchase date  
21 was April 27, 2024, which was within twelve (12) months of Plaintiff’s last purchase. The  
22 product tested, the tested product purchase date, the source of the tested product, the test date  
23 and the test result are set forth below:

24 \_\_\_\_\_

25  
26 <sup>10</sup> Anna S. Young, Heidi M. Pickard, Elsie M. Sunderland, and Joseph G. Allen; “Organic  
27 Fluorine as an Indicator of Per- and Polyfluoroalkyl Substances in Dust from Buildings with  
28 Healthier versus Conventional Materials” *Environmental Science & Technology*. November 4,  
2022.

- **Product Tested:** Bunch O Balloons Self-Sealing Water Balloons  
**Tested Product Purchase Date:** April 27, 2024  
**Source of Tested Product:** random sample purchase from a Target retail store located in Los Angeles, CA.  
**Test Date:** May 24, 2024  
**Result:** 87.15 PPM Organic Fluorine

31. The test results found organic fluorine present in the Product tested, which was the same Product as that purchased by Plaintiff.

32. The test results indicate dangerous levels of organic fluorine. To put the test results into perspective, only a .202g sample of a single water ballon from the Product was tested. Further, the most recent California legislation pertaining to PFAS in consumer products will limit the total amount of added organic fluorine to 50 ppm (see Cal. Health & Safety Code § 108970(g)(2)).

33. Because PFAS chemicals are “forever chemicals” and accumulate in the human body, there is in fact no safe manner or level of exposure to humans. The Products are particularly concerning given the following facts: (1) water balloons are marketed to and used by children; and (2) upon being thrown, water balloons leave behind latex fragments that leach chemicals into the surrounding environment.<sup>11</sup>

34. Therefore, the existence of, and potential health risks from, the amount(s) of organic fluorine found in the Products thus implicates health and safety concerns that a reasonable consumer would find material and therefore, Defendant has a duty to disclose the existence of organic fluorine in the Products and omitted facts it was obliged to disclose.

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<sup>11</sup> Gilmour, Morgan E., et. al. “Latex Balloons Do Not Degrade Uniformly in Freshwater, Marine, and Composting Environments.” *Journal of Hazardous Materials*, vol. 403, 5 February 2021. <https://doi.org/10.1016/j.jhazmat.2020.123629>.

**C. Defendant’s Omission And Non-Disclosure Of The Existence Of Chemicals In The Products Implicates Health And Safety Concerns That A Reasonable Consumer Would Find Material.**

35. The Products’ marketing and advertising, including the website pages, product labels and packaging, were and are uniform and pervasive over the proposed class period.

36. As set forth below, the marketing of the Products, including the Products’ website pages, product labels and packaging as set forth herein, and in the photographs below, omit and do not provide any disclosure of the existence of, and potential health risks from, organic fluorine in the Products:

**Front of Packaging**



**Back of Packaging**



1           37. The marketing and labeling of the Products, as set forth herein, including the  
2 Products’ website pages, packaging and labels, should and could have revealed and disclosed the  
3 existence of, and potential health risks from, organic fluorine in the Products and could and  
4 should have provided a disclosure that states, at a minimum, “Caution: This product contains  
5 organic fluorine which is a known indicator of per and polyfluoroalkyl substance (“PFAS”).  
6 Exposure to PFAS may cause serious health effects.”

7           38. Plaintiff and other consumers were not and are not provided adequate information  
8 or warning of the existence of, and health risks from, organic fluorine in the Products from the  
9 Products’ information panel provided by Defendant. Instead, the Products’ information panel  
10 features misleading environmental claims such as, “SUMMER JUST GOT GREENER”, and  
11 “[a] greener way to play the same fast filling fun!”, and “join us in playing our way to a better  
12 future!”

13           39. Defendant’s omission and non-disclosure of the existence of, and health risks  
14 from, organic fluorine in the Products is unlawful for the following reasons:

- 15           a. It is contrary to representations made by Defendant. The existence of organic  
16 fluorine in the Products directly contradicts Defendant’s marketing, as set forth  
17 above, and especially representations that the ZURU brand and Products are  
18 sustainable, quality products that are “GREENER.”
- 19           b. It is an omission of a fact Defendant was obliged to disclose, on the following  
20 basis:

21                   i. Defendant had exclusive knowledge of material facts not known  
22 or reasonably accessible to Plaintiff. Defendant has exclusive knowledge of the  
23 manufacturing process and composition of materials and chemicals in the  
24 Products as Defendant is the manufacturer, distributor, and marketer of the  
25 Products. At the time of purchase, Plaintiff lacked the knowledge of the  
26 manufacturing process and composition of materials and chemicals in the  
27 Products and lacked the expertise to ascertain the existence of organic fluorine  
28

1 in the Products and their risks to human health. Further, consumers lacked and  
2 continue to lack the knowledge of the manufacturing process and composition  
3 of materials and chemicals in the Products and the expertise to ascertain the  
4 existence of organic fluorine in the Products and their risks to human health.  
5 Plaintiff and reasonable consumers must, and do, rely on Defendant to disclose  
6 the materials, chemicals, and ingredients in the Products and advise of the risks  
7 that may potentially affect the health and/or safety of consumers.

8 ii. Defendant made and continues to make partial representations  
9 that are misleading because some other material fact has not been disclosed.  
10 Defendant's representations and images that the ZURU brand and Products are  
11 sustainable, quality products that are "GREENER" are misleading in light of the  
12 omission of the existence of organic fluorine in the Products.

13 iii. The undisclosed information of the existence of organic fluorine  
14 in the Products implicates safety concerns that a reasonable consumer would  
15 find material.

16 **D. Plaintiff's And Consumers' Reliance On Defendant's Misrepresentations And**  
17 **Omissions And Resulting Harm.**

18 40. Plaintiff and other consumers read, believed, and relied upon Defendant's  
19 marketing and advertising and omissions set forth herein when purchasing the Products.  
20 Plaintiff and other consumers reasonably understood the marketing and labeling and omission  
21 of the existence of organic fluorine in the Products to mean that the Products do not contain  
22 suspected harmful chemicals.

23 41. In reliance on Defendant's labeling, marketing claims and omissions set forth  
24 herein, Plaintiff and consumers purchased products they would not have purchased but for  
25 Defendant's false promotion of the Products as being sustainable, quality products that are  
26 "GREENER" and its omission of information regarding the presence of organic fluorine in the  
27 Products. Had Plaintiff and other consumers known the true nature of the Products and had  
28

1 information regarding the presence of organic fluorine in the Products not been omitted from  
2 marketing and labeling materials, they would not have purchased and spent money on the  
3 Products.

4 42. As such, Defendant has engaged in conduct which violates the California  
5 Consumers Legal Remedies Act (“CLRA”), particularly California Civil Code §§ 1770(a)(5),  
6 Business & Professions Code § 17200, et seq., Business & Professions Code § 17500, et seq.  
7 and Civil Code § 1750, et seq.

8 **E. Summary Of Notice Of Violations Of Law And Demand For Relief.**

9 43. On June 17, 2024, Defendant was served by Plaintiff with written notices  
10 pursuant to Civil Code § 1750, et seq., which set forth Plaintiff’s contentions and requested  
11 remedy. Plaintiff’s letter was sent via certified mail with electronic return receipt to Defendant  
12 who acknowledged receipt. Defendant rejected Plaintiff’s attempts to address the concerns  
13 stated herein and instead has allowed the Products to continue to be sold with full knowledge of  
14 the alleged claims.

15 44. Wherefore, Plaintiff, the Class Members and other California consumers have,  
16 among other things, no adequate remedy at law for the injuries that are currently being suffered  
17 and that will be suffered in the future in that, unless and until enjoined by order of this Court,  
18 the non-disclosure of material information that implicates health and safety concerns that a  
19 reasonable consumer would find material will continue and cause great and irreparable injury to  
20 Plaintiff, the Class Members and other California consumers.

21 45. Therefore, Plaintiff brings this action challenging Defendant’s claims relating to  
22 the Products on behalf of himself and all others similarly situated under California’s Consumers  
23 Legal Remedies Act, particularly California Civil Code §§ 1770(a)(5) and 1770(a)(7), Business  
24 & Professions Code § 17200, et seq., Business & Professions Code § 17500, et seq. and  
25 California Civil Code § 1750, et seq.

26 46. Wherefore, Plaintiff seeks in equity an order compelling Defendant to  
27 discontinue the conduct alleged herein.

1 47. Plaintiff further seeks an order compelling Defendant to restore the monetary  
2 amounts by which Plaintiff and the Class did not receive the value of the Product(s) they paid  
3 for and which Defendant has been unjustly enriched.

4 48. Plaintiff further seeks actual and punitive damages, pre- and post-judgment  
5 interest, attorney’s fees, and costs.

6 **II. THE PARTIES**

7 **A. Defendant**

8 49. Defendant ZURU, LLC is a California corporation existing under the laws of the  
9 State of California (“Defendant ZURU”).

10 50. Defendant ZURU is the owner and distributor of the Product and is the company  
11 that created and/or authorized the omissions and false, misleading, and deceptive advertisements  
12 and packaging for the Product alleged herein.

13 51. Plaintiff is further informed and believes and based thereon alleges that DOES 1  
14 through 10 were and/or are, in some manner or way, responsible for and liable to Plaintiff for the  
15 events, happenings, and damages hereinafter set forth below. The true names and capacities,  
16 whether individual, corporate, associate or otherwise of certain manufacturers, distributors,  
17 and/or their alter egos sued herein as DOES 1 through 10 inclusive are presently unknown to  
18 Plaintiff who therefore sue this Defendant by fictitious names. Plaintiff will seek leave of this  
19 Court to amend the Complaint to show their true names and capacities when the same have been  
20 ascertained. Plaintiff is informed and believes and based thereon alleges that DOES 1 through  
21 10 were authorized to do and did business in Los Angeles, California.

22 **B. Plaintiff**

23 52. Plaintiff Leyth Dauod (“Plaintiff”) is an individual residing in California.

24 53. Plaintiff purchased the Product that contained organic fluorine. Plaintiff was a  
25 frequent shopper of the Products and last purchased ZURU Bunch O Balloons Self-Sealing  
26 Water Balloons in Los Angeles County in Spring 2023. Plaintiff paid approximately \$8.99 for  
27 the Product. The independent testing of the Product conducted by Plaintiff was the same  
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1 Product purchased by Plaintiff and near in time to Plaintiff's purchases (within twelve (12)  
2 months). Therefore, the Product Plaintiff purchased contained organic fluorine.

3 54. Plaintiff used the Product on a daily basis multiple times and was therefore  
4 exposed to organic fluorine at a heightened level.

5 55. Prior to and at the time of each purchase, Plaintiff considered Defendant's  
6 marketing and omissions related to the Products, including those set out herein, including that  
7 the ZURU brand and Products are sustainable, quality products that are "GREENER." Plaintiff  
8 reasonably relied on these misrepresentations and omissions in deciding to purchase the  
9 Products, and he would not have purchased the Products if the true facts had been known. As a  
10 direct result of Defendant's material misrepresentations and omissions, Plaintiff suffered and  
11 continues to suffer, economic injuries.

12 56. Plaintiff would like to purchase the Product in the future. Plaintiff understands  
13 that the composition of the Products could change to remove all organic fluorine over time.  
14 However, Plaintiff is unable to determine the composition of the Product before purchasing it  
15 again and whether the Product contains suspected harmful chemicals, or if it continues to  
16 contain organic fluorine. Plaintiff might purchase the Products in the future, despite the fact  
17 they were once marred by false marketing and omissions of the existence of harmful chemicals  
18 in the Products, as he may reasonably assume, incorrectly, that the composition of the Products  
19 was changed to remove all organic fluorine. As long as Defendant continues to manufacture the  
20 Products with organic fluorine but promote the ZURU brand and Products as being sustainable,  
21 quality products that are "GREENER" and not disclose to Plaintiff and the public of the  
22 existence of, and warn of the potential health risks from, organic fluorine in the Products,  
23 Plaintiff (and other consumers) will be unable to make informed decisions about whether to  
24 purchase the Products and will be unable to evaluate the differences between the Products and  
25 competitors' products. Plaintiff is further likely to be repeatedly misled by Defendant's conduct,  
26 unless and until Defendant is enjoined from continuing to engage, use, or employ the practice of  
27 falsely marketing and advertising for sale of the Products as follows:



- 1 a. An order compelling Defendant to cease producing the Products with organic
- 2 fluorine;
- 3 b. An order compelling Defendant to test for the existence of organic fluorine in the
- 4 Products;
- 5 c. If detectable levels of organic fluorine are in the Products, an order compelling
- 6 Defendant to cease marketing and advertising the ZURU brand and the Products
- 7 as being sustainable, quality products that are “GREENER”; or
- 8 d. If detectable levels of organic fluorine are in the Products, an order compelling
- 9 Defendant to disclose to Plaintiff and the public of the existence of, and warn of
- 10 the potential health risks from, organic fluorine in the Products.

### 11 III. JURISDICTION AND VENUE

12 57. This Court has personal jurisdiction over Plaintiff because Plaintiff resides in  
13 California and submits to the Court’s jurisdiction.

14 58. Defendant ZURU is a limited liability corporation formed in the State of  
15 California with a principal place of business located in Los Angeles County. Therefore,  
16 Defendant is subject to personal jurisdiction in California.

17 59. Venue is proper in this District pursuant to California Civil Code § 1780(d),  
18 because Defendant is doing business and has its principal place of business in Los Angeles  
19 County.

### 20 IV. CLASS ACTION ALLEGATIONS

21 60. Plaintiff brings this class action on his own behalf and on behalf of all other  
22 persons similarly situated. The Class which Plaintiff seeks to represent comprises:

23 All persons who purchased the Products in the State of California  
24 during the time period of four (4) years preceding the date of the filing  
25 of this class action through the present.

26 (Referred to herein as “the Class” or “Class Members”)

1           61. Said definition may be further defined or amended by additional pleadings,  
2 evidentiary hearings, a class certification hearing, and orders of this Court.

3           62. Numerosity: Although the exact number of Class Members is uncertain and can  
4 only be ascertained through appropriate discovery, the number is great enough such that joinder  
5 is impracticable.

6           63. Adequacy: Plaintiff is an adequate representative of the Class because Plaintiff's  
7 interests are the same as the Class in that Plaintiff and the Class Members were subjected to the  
8 same omissions and representations by Defendant as set forth herein; Plaintiff intends to  
9 prosecute this action vigorously and completely on behalf of himself and the Class Members;  
10 Plaintiff has retained competent counsel experienced in prosecuting class actions; and Plaintiff's  
11 interests do not conflict with the interests of the Members of the Class. Based thereon, the  
12 interests of the Class Members will be fairly and adequately protected by Plaintiff and Plaintiff's  
13 counsel.

14           64. Commonality and Predominance of Common Issues: Defendant has acted on  
15 grounds common and applicable to the entire Class and therefore, numerous questions of law and  
16 fact are common to Plaintiff and the Class Members that predominate over any question  
17 affecting only individual Class Members thereby making relief appropriate with respect to the  
18 Class as a whole. Common and predominate factual and legal issues include but are not limited  
19 to:

- 20           a. The Products that were and are currently being manufactured, marketed,  
21 advertised and sold by Defendant over the proposed class period and the Product  
22 purchased and tested by Plaintiff, as set forth herein, have the same manufacturing  
23 process and composition of materials and chemicals and were marketed,  
24 advertised and sold by Defendant in the same place and manner.
- 25           b. The Products are labeled and packaged the same. Therefore, Plaintiff and the  
26 Class Members were exposed to the same labeling and packaging for the  
27 Products.

- 1 c. Defendant’s marketing and representations about the ZURU brand and  
2 Products to which Plaintiff and the Class were exposed were the same during  
3 the class period and therefore common to Plaintiff and the Class Members.
- 4 d. Defendant’s omissions and non-disclosures as to the Products to which  
5 Plaintiff and the Class Members were exposed were the same during the class  
6 period and therefore common to Plaintiff and the Class Members.
- 7 e. Whether the existence of organic fluorine in the Products implicates potential  
8 health or safety concerns to Plaintiff and the Class Members.
- 9 f. Whether the omissions and non-disclosures by Defendant of the existence of  
10 organic fluorine in the Products were and are material to Plaintiff and the  
11 Class Members.
- 12 g. Whether the marketing and advertising by Defendant promoting the ZURU  
13 brand and Products as being sustainable, quality products that are  
14 “GREENER” was and is material to Plaintiff and the Class Members.
- 15 h. Whether the marketing and advertising by Defendant promoting the Products  
16 as being sustainable, quality products that are “GREENER” was and is false,  
17 deceptive and/or misleading in violation of California Business & Professions  
18 Code § 17200, et seq., California Business & Professions Code § 17500, et  
19 seq. and/or California Civil Code § 1750, et. seq.
- 20 i. Whether the omission and non-disclosures by Defendant of the existence of,  
21 and health risks from, organic fluorine in the Products violates California  
22 Business & Professions Code § 17200, et seq., California Business &  
23 Professions Code § 17500, et seq. and/or California Civil Code § 1750, et.  
24 seq.

25 65. Accordingly, the determination of Defendant’s liability under each of the causes  
26 of action presents legal issues that are common to Plaintiff and the class as a whole.

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1           66.     Typicality: Plaintiff’s claims are co-extensive with those of the Class members  
2 as Plaintiff and the Class Members’ injuries and claims arise from the same course of conduct  
3 by Defendant as alleged herein.

4           67.     The Class is identifiable and ascertainable. Plaintiff has precisely defined the  
5 Class based on objective criteria whereby Class Members would be able to know whether they  
6 are a member of the prospective Class, specifically, all persons who purchased the Products in  
7 the State of California during the time period of four (4) years preceding the date of the filing of  
8 this class action through the present.

9           68.     Notice can be provided to such purchasers using techniques and a form of notice  
10 customarily used in class actions, including direct notice by email to the Class Members and  
11 other California consumers from Defendant’s and third-party retailers’ records, internet  
12 publication, radio, newspapers, magazines and other social media platforms such as YouTube,  
13 Instagram, TikTok and Facebook.

14           69.     Superiority: A class action is superior to other available methods for the fair and  
15 efficient adjudication of this controversy. Plaintiff and Class Members have all suffered and  
16 will continue to suffer harm and damages as a result of Defendant’s unlawful and wrongful  
17 conduct. The expense and burden of individual litigation would make it impracticable and  
18 impossible for proposed Class Members to afford to seek legal redress for the wrongs  
19 complained of herein and prosecute their claims individually. Therefore, absent a class or  
20 representative action, the Class Members will continue to suffer losses and Defendant will be  
21 allowed to continue these violations of law and to retain the proceeds of its wrongdoing. Class  
22 treatment of common questions of law and fact would also be a superior method to multiple  
23 individual actions or piecemeal litigation in that class treatment will conserve the resources of  
24 the courts and the litigants and will promote consistency and efficiency of adjudication. Finally,  
25 trial on a representative and class basis would be manageable. Liability may be determined by  
26 facts and law common to the Class Representative and the Class Members and monetary  
27  
28

1 damages or restitution may be determined by proven and approved methods on a class wide  
2 basis.

3 **VI. CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**

5 **VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200, et seq.**  
6 **(Unlawful, Unfair, and Fraudulent Business Acts or Practices and Unfair, Deceptive,**  
7 **Untrue or Misleading Advertising)**

8 70. Plaintiff repeats and realleges the allegations set forth in the preceding  
9 paragraphs and incorporates the same as if set forth herein at length.

10 71. This cause of action is brought pursuant to Business and Professions Code  
11 §17200, et seq., on behalf of Plaintiff and the Class Members.

12 72. Defendant is a “person” as defined by California Business & Professions Code §  
13 17201.

14 73. The omissions and non-disclosures of the existence and health risks of organic  
15 fluorine in the Products and the false, misleading and deceptive marketing and advertising by  
16 Defendant detailed herein constitute unlawful, unfair, and fraudulent business acts or practices  
17 and unfair, deceptive, untrue or misleading advertising within the meaning of California  
18 Business & Professions Code § 17200, et seq.

19 74. Defendant’s business practices, described herein, violated and continue to violate  
20 the “unlawful” prong of California Business & Professions Code § 17200, et seq. by violating  
21 California Civil Code §§ 3294, 1573, 1709, 1710, 1711, and 1770, as well as the common law.

22 75. Defendant, in its marketing and advertising of the ZURU brand and Products  
23 makes material omissions and false and misleading statements regarding the attributes and  
24 qualities of the Products, as set forth herein.

25 76. Defendant knew that the omissions and representations that it made and continue  
26 to make about the Products are false, deceptive, and misleading to Plaintiff and Class Members.

1           77. Defendant’s omissions and false, deceptive, and misleading representations were  
2 material to Plaintiff and the Class Members and played a substantial part, and were a substantial  
3 factor, in influencing Plaintiff’s and the Class Members’ decisions to purchase the Products.

4           78. Plaintiff and the Class Members relied on Defendant’s omissions and false,  
5 deceptive, and misleading representations and would not have purchased the Products if not for  
6 the omissions and false, deceptive, and misleading representations and marketing by Defendant  
7 about the Products set forth herein.

8           79. Plaintiff and the Class Members have suffered injury in fact and have lost money  
9 or property as a result of Defendant’s false, deceptive, and misleading representations and  
10 marketing set forth herein.

11           80. The Products as purchased by the Plaintiff and the Class Members were and are  
12 unsatisfactory and worth less than the amount paid for them.

13           81. Defendant’s wrongful conduct is part of a pattern or generalized course of  
14 conduct.

15           82. All of Defendant’s conduct alleged herein occurs and continues to occur in  
16 Defendant’s business.

17           83. Wherefore, Plaintiff, the Class Members, and other California consumers have,  
18 among other things, no adequate remedy at law for the injuries that are currently being suffered  
19 and that will be suffered in the future in that, unless and until enjoined by order of this Court,  
20 the omissions and non-disclosure of material information by Defendant that implicate health  
21 and safety concerns that a reasonable consumer would find material (i.e. the non-disclosure of  
22 the existence and health risks of organic fluorine in the Products) and the continued false,  
23 misleading and deceptive marketing and advertising by Defendant promoting the ZURU brand  
24 and Products as being sustainable, quality products that are “GREENER”, will continue and  
25 cause great and irreparable injury to Plaintiff, Class Members and other California consumers.

1 84. Therefore, pursuant to Business & Professions Code § 17203, Plaintiff seeks an  
2 order in equity from this Court enjoining Defendant from continuing to engage, use, or employ  
3 the practice of falsely marketing and advertising for sale of the Products as follows:

- 4 a. An order compelling Defendant to test for the existence of organic fluorine in the  
5 Products;
- 6 b. If detectable levels of organic fluorine are in the Products, an order compelling  
7 Defendant to cease marketing and advertising the ZURU brand and Products as  
8 being sustainable, quality products that are “GREENER”; and
- 9 c. If detectable levels of organic fluorine are in the Products, an order compelling  
10 Defendant to disclose to Plaintiff and the public of the existence of, and warn of  
11 the potential safety risks from, organic fluorine in the Products.

12 85. In addition, Plaintiff seeks an order awarding Plaintiff and the Class Members  
13 restitution of the monetary amounts by which Plaintiff and the Class Members did not receive  
14 the value of the Products they paid for, and by which Defendant was unjustly enriched.

15  
16 **SECOND CAUSE OF ACTION**

17 **VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE § 17500, et seq.**  
18 **(False and Misleading Advertising)**

19 86. Plaintiff repeats and realleges the allegations set forth in the preceding  
20 paragraphs and incorporates the same as if set forth herein.

21 87. This cause of action is brought pursuant to California Business and Professions  
22 Code § 17500, et seq., on behalf of Plaintiff and the Class.

23 88. As alleged in the preceding paragraphs, the omissions and non-disclosures of the  
24 existence of, and health risks from, organic fluorine in the Products and the false, misleading  
25 and deceptive marketing and advertising by Defendant promoting the ZURU brand and  
26 Products as being sustainable, quality products that are “GREENER” detailed herein constitute

1 unfair, unlawful, and fraudulent business practices within the meaning of California Business &  
2 Professions Code § 17500, et seq.

3 89. Defendant intended the omissions and non-disclosures of the existence of, and  
4 health risks from, organic fluorine in the Products and the marketing and advertising by  
5 Defendant promoting the Products as being sustainable, quality products that are “GREENER”  
6 detailed herein.

7 90. Defendant publicly disseminated advertising which contained unlawful  
8 omissions and non-disclosures of material facts (i.e. the existence of, and health risks from,  
9 organic fluorine in the Products) and publicly disseminated advertising promoting the ZURU  
10 brand and Products as being sustainable, quality products that are “GREENER” which  
11 Defendant knew, or should have known in the exercise of reasonable care, was untrue or  
12 misleading via advertising mediums that include but are not limited to,  
13 <https://zurutoys.com/about>, as set forth herein.

14 91. Defendant’s omissions and false, deceptive, and misleading representations were  
15 material to Plaintiff and the Class Members and played a substantial part, and were a substantial  
16 factor, in influencing Plaintiff’s and the Class Members’ decisions to purchase the Products.

17 92. Plaintiff and the Class Members relied on Defendant’s omissions and false,  
18 deceptive, and misleading representations and would not have purchased the Products if not for  
19 the omissions and false, deceptive, and misleading representations and marketing by Defendant  
20 set forth herein.

21 93. Plaintiff and the Class Members have suffered injury in fact and have lost money  
22 or property as a result of Defendant’s false, deceptive, and misleading representations and  
23 marketing set forth herein.

24 94. The Products as purchased by Plaintiff and the Class Members were and are  
25 unsatisfactory and worth less than the amount paid for them.

26 95. All of Defendant’s conduct alleged herein occurs and continues to occur in  
27 Defendant’s business.



1           96.     Wherefore, Plaintiff, the Class Members, and other California consumers have,  
2 among other things, no adequate remedy at law for the injuries that are currently being suffered  
3 and that will be suffered in the future in that, unless and until enjoined by order of this Court,  
4 the omissions and non-disclosure of material information by Defendant that implicates health  
5 and safety concerns that a reasonable consumer would find material ( i.e. the non-disclosure of  
6 the existence of, and health risks from, organic fluorine in the Products) and the continued false,  
7 misleading and deceptive marketing and advertising by Defendant promoting the ZURU brand  
8 and Products as being sustainable, quality products that are “GREENER” will continue and  
9 cause great and irreparable injury to Plaintiff, Class Members and other California consumers.

10           97.     Therefore, pursuant to Business & Professions Code §17535, Plaintiff seeks an  
11 order in equity from this Court enjoining Defendant from continuing to engage, use, or employ  
12 the practice of falsely marketing and advertising for sale of the Products as follows:

- 13           a.     An order compelling Defendant to test for the existence of organic fluorine in the  
14                 Products;
- 15           b.     If detectable levels of organic fluorine are in Products, an order compelling  
16                 Defendant to cease marketing and advertising the ZURU brand and Products as  
17                 being sustainable, quality products that are “GREENER”; and
- 18           c.     If detectable levels of organic fluorine are in the Products, an order compelling  
19                 Defendant to disclose to Plaintiff and the public of the existence of, and warn of  
20                 the potential health risks from, organic fluorine in the Products.

21           98.     In addition, Plaintiff seeks an order awarding Plaintiff and the Class Members  
22 restitution of the monetary amounts by which Plaintiff and the Class Members did not receive  
23 the value of the Products they paid for and by which Defendant was unjustly enriched.

**THIRD CAUSE OF ACTION**

**VIOLATION OF CALIFORNIA CIVIL CODE § 1750, et seq.**

**(Consumer Legal Remedies Act)**

99. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs and incorporates the same as if set forth herein.

100. This cause of action is brought pursuant to California Civil Code § 1750, et seq., the Consumers Legal Remedies Act, on behalf of Plaintiff and a Class pursuant to California Civil Code § 1781 consisting of the Class defined above.

101. The Class consists of thousands of persons, the joinder of whom is impracticable.

102. There are questions of law and fact common to the Class, which questions are substantially similar and predominate over questions affecting the individual members, including but not limited to:

- a. The Products that were and are currently being manufactured, marketed, advertised and sold by Defendant over the proposed class period and the Product purchased and tested by Plaintiff, as set forth herein, have the same manufacturing process and composition of materials and chemicals and were marketed, advertised and sold by Defendant in the same place and manner.
- b. The Products were labeled and packaged the same during the proposed class period. Therefore, Plaintiff and the Class Members were exposed to the same labeling and packaging for the Products.
- c. Defendant’s marketing and representations promoting the ZURU brand and Products as being sustainable, quality products that are “GREENER” to which Plaintiff and the Class were exposed were the same during the proposed class period and therefore common to Plaintiff and the Class Members.
- d. Defendant’s omissions and non-disclosures as to the Products to which Plaintiff and the Class Members were exposed were the same during the proposed class period and therefore common to Plaintiff and the Class Members.

- e. Whether the existence of organic fluorine in the Products implicates potential health or safety concerns to Plaintiff and the Class Members.
- f. Whether the omissions and non-disclosures by Defendant of the existence of organic fluorine in the Products were and are material to Plaintiff and the Class Members.
- g. Whether the marketing and advertising by Defendant promoting the ZURU brand and Products as being sustainable, quality products that are “GREENER” was and is false, deceptive and/or misleading in violation of California Civil Code § 1750, et. seq.
- h. Whether the omission and non-disclosures by Defendant of the existence of, and health risks from, organic fluorine in the Products violates California Civil Code § 1750, et. seq.

103. As set forth in detail herein, Defendant publicly disseminated marketing and advertising which contained unlawful omissions and non-disclosures of material facts (i.e. the existence of, and health risks from, organic fluorine in the Products) and publicly disseminated marketing and advertising promoting the ZURU brand and Products as being sustainable, quality products that are “GREENER” when in fact they are not.

104. The policies, acts, and practices described herein were intended to result in the sale of the Products to the consuming public and violated and continue to violate California Civil Code § 1770(a)(5) of the Act by making omissions and representations that the ZURU brand and Products have characteristics and benefits which they do not have as represented, and violate California Civil Code § 1770(a)(7) by representing that the Products are of a particular standard, quality, grade and style when they are of another.

105. In doing so, Defendant intentionally misrepresented material facts.

106. Defendant’s omissions and representations about the Products led Plaintiff and other consumers to believe that the Products have characteristics, ingredients and benefits which

1 they do not have and are of a particular standard, quality, grade and style when they are of  
2 another.

3 107. Defendant knew that the omissions and the representations concerning the  
4 Products' purported attributes and qualities were false and/or misleading and material to the  
5 Plaintiff, the Class Members and other consumers' purchase decisions.

6 108. Defendant's actions as described hereinabove were done with a conscious  
7 disregard of Plaintiff's, the Class Members' and other consumers' rights.

8 109. Defendant's omissions and false, deceptive, and misleading representations were  
9 material to Plaintiff and the Class Members and played a substantial part, and were a substantial  
10 factor, in influencing Plaintiff's and the Class Members' decisions to purchase the Products.

11 110. Plaintiff and the Class Members relied on Defendant's omissions and false,  
12 deceptive, and misleading representations and would not have purchased the Products if not for  
13 the omissions and false, deceptive, and misleading representations and marketing by Defendant  
14 set forth herein.

15 111. Plaintiff and the Class Members have suffered injury in fact and have lost money  
16 or property as a result of Defendant's false, deceptive, and misleading representations and  
17 marketing set forth herein.

18 112. The Products as purchased by Plaintiff and the Class Members were and are  
19 unsatisfactory and worth less than the amount paid for them.

20 113. On June 17, 2024, Defendant was served by Plaintiff with written notices  
21 pursuant to Civil Code § 1750, et seq., which set forth Plaintiff's contentions and requested  
22 remedy. Plaintiff's letter was sent via certified mail with electronic return receipt to Defendant  
23 who acknowledged receipt. Defendant rejected Plaintiff's attempts to address the concerns  
24 stated herein and instead has allowed the Products to continue to be sold with full knowledge of  
25 the alleged claims.

26 114. All of Defendant's conduct alleged herein occurs and continues to occur in  
27 Defendant's business.

28

1           115. Wherefore, Plaintiff and other California consumers have, among other things,  
2 no adequate remedy at law for the injuries that are currently being suffered and that will be  
3 suffered in the future in that, unless and until enjoined by order of this Court, the omissions and  
4 non-disclosure of material information by Defendant that implicates health and safety concerns  
5 that a reasonable consumer would find material (i.e. the existence of, and health risks from,  
6 organic fluorine in the Products) and the continued false, misleading and deceptive marketing  
7 and advertising by Defendant promoting the ZURU brand and Products as being sustainable,  
8 quality products that are “GREENER”, will continue and cause great and irreparable injury to  
9 Plaintiff, Class Members and other California consumers.

10           116. Therefore, pursuant to California Civil Code § 1780(a)(2), Plaintiff seeks an  
11 order in equity from this Court enjoining Defendant from continuing to engage, use, or employ  
12 the practice of falsely marketing and advertising for sale of the Products as follows:

- 13           a. An order compelling Defendant to test for the existence of organic fluorine in the  
14 Products;
- 15           b. If detectable levels of organic fluorine are in the Products, an order compelling  
16 Defendant to cease marketing and advertising the ZURU brand and Products as  
17 being sustainable, quality products that are “GREENER”; and
- 18           c. If detectable levels of organic fluorine are in the Products, an order compelling  
19 Defendant to disclose to Plaintiff and the public of the existence of, and warn of  
20 the potential health risks from, organic fluorine in the Products.

21           117. In addition, Plaintiff seeks an order awarding Plaintiff and the Class Members  
22 restitution of the monetary amounts by which Plaintiff and the Class Members did not receive  
23 the value of the Products they paid for and by which Defendant was unjustly enriched.

24           WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,  
25 prays for judgment and relief on all Causes of Action as follows:

26                           **FIRST AND SECOND CAUSES OF ACTION**

- 27           1. An order enjoining Defendant from the practices complained of herein;

- 2. An order certifying that the action may be maintained as a Class Action;
- 3. For an award of restitution in an amount according to proof at trial;
- 4. For an award of attorney’s fees pursuant to California Civil Code § 1021.5.

**THIRD CAUSE OF ACTION**

- 1. An order enjoining Defendant from pursuing the practices complained of pursuant to California Civil Code § 1780(a)(2);
- 2. An order certifying that the action may be maintained as a Class Action pursuant to California Civil Code § 1781;
- 3. For an award of restitution in an amount according to proof at trial pursuant to California Civil Code § 1780(a)(3);
- 4. For an award of punitive damages pursuant to California Civil Code § 1780(a)(4);
- 5. For an award of costs of this suit pursuant to California Civil Code § 1780(e);
- 6. For an award of attorney’s fees pursuant to California Civil Code § 1780(e) and/or California Civil Code § 1021.5.

**FURTHER RELIEF**

Plaintiff further seeks actual and punitive damages pursuant to California Civil Code § 3294, pre- and post-judgment interest and such other and further relief as the Court may deem necessary or appropriate.

**VII. JURY TRIAL DEMANDED**

Plaintiff demands a jury trial on all triable issues.

DATED: October 22, 2024

STEVENS, L.C.

By:



Paul D. Stevens  
Attorneys for Plaintiff and the Class