

1 **CROSNER LEGAL, P.C.**
 2 Lilach H. Klein (SBN 323202)
 3 *lilach@crosnerlegal.com*
 4 Michael T. Houchin (SBN 305541)
 5 *mhouchin@crosnerlegal.com*
 6 Zachary M. Crosner (SBN 272295)
 7 *zach@crosnerlegal.com*
 8 9440 Santa Monica Blvd. Suite 301
 Beverly Hills, CA 90210
 Tel: (866) 276-7637
 Fax: (310) 510-6429

9 *Attorneys for Plaintiff and the Proposed Class*

10 **UNITED STATES DISTRICT COURT FOR THE**
 11 **CENTRAL DISTRICT OF CALIFORNIA**

13 ADINA RINGLER, individually, and
 14 on behalf of all others similarly
 15 situated,

16 Plaintiff,

17 v.

18 THE J.M. SMUCKER COMPANY,
 19

20 Defendant.
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Case No. 25-cv-1138

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

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1 Plaintiff Adina Ringler (“Plaintiff”) individually, and on behalf of all others
2 similarly situated, by and through undersigned counsel, hereby brings this action
3 against The J.M. Smucker Company (“Defendant”), and upon information and
4 belief and investigation of counsel, alleges as follows:

5 **INTRODUCTION**

6 1. This is a consumer class action for violations of the California
7 Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.* (“CLRA”),
8 California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*
9 (“UCL”), and breach of express warranties.

10 2. Defendant manufactures, distributes, advertises, and sells a line of
11 Smucker’s Natural Fruit Spread products, available in both jar and squeezable
12 packaging. The Products at issue include Smucker’s Natural Apricot Fruit Spread,
13 Smucker’s Natural Blackberry Fruit Spread, Smucker’s Natural Blueberry Fruit
14 Spread, Smucker’s Natural Tart Red Cherry Fruit Spread, Smucker’s Natural
15 Concord Grape Fruit Spread, Smucker’s Natural Orange Marmalade Fruit Spread,
16 Smucker’s Natural Red Raspberry Fruit Spread, Smucker’s Natural Strawberry
17 Fruit Spread, Smucker’s Natural Triple Berry Fruit Spread, Smucker’s Natural
18 Concord Grape Squeezable Fruit Spread, Smucker’s Natural Red Raspberry
19 Squeezable Fruit Spread, and Smucker’s Natural Strawberry Squeezable Fruit
20 Spread (the “Products”).

21 3. The Products’ front labels contain images of fresh fruit and
22 prominently represent that the Products are “**natural**” and “**made with**
23 **ingredients FROM NATURAL SOURCES.**”

24 4. These representations are false because the Products contain citric
25 acid, an artificial ingredient not made from natural sources.

26 5. Defendant’s packaging, labeling, and advertising scheme is intended
27 to give consumers the reasonable belief that they are buying premium Products
28 that are natural, made with ingredients from natural sources, and free from

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1 artificial ingredients.

2 6. Like other reasonable consumers, Plaintiff was deceived by
3 Defendant’s unlawful conduct and brings this action individually and on behalf of
4 all similarly situated consumers to remedy Defendant’s unlawful acts.

5 **JURISDICTION AND VENUE**

6 7. This Court has original jurisdiction over this action pursuant to 28
7 U.S.C. § 1332(d) because this is a class action in which: (1) there are over 100
8 members in the proposed class; (2) members of the proposed class have a different
9 citizenship from Defendant; and (3) the claims of the proposed class members
10 exceed \$5,000,000 in the aggregate, exclusive of interest and costs. The Products
11 are sold at numerous retail stores and Plaintiff is seeking to represent a nationwide
12 class. Thus, there are over 100 members in the proposed class and the proposed
13 class has different citizenships from Defendant. Plaintiff seeks compensatory and
14 statutory damages, disgorgement and restitution. Plaintiff also seeks punitive
15 damages and attorneys’ fees and costs. *See Montera v. Premier Nutrition Corp.*,
16 No. 16-CV-06980-RS, 2022 WL 10719057, at *3 (N.D. Cal. Oct. 18, 2022), *aff’d*,
17 111 F.4th 1018 (9th Cir. 2024) (noting lodestar after jury trial in consumer
18 protection action was \$6,806,031.96). Thus, Plaintiff estimates that the amount in
19 controversy exceeds \$5 million.

20 8. This Court has personal jurisdiction over Defendant because
21 Defendant conducts and transacts business in the State of California, contracts to
22 supply goods within the State of California and supplies goods within the State of
23 California. Defendant, on its own and through its agents, is responsible for the
24 distribution, marketing, labeling, and sale of the Products in California,
25 specifically in this county. The marketing of the Products, including the decision
26 of what to include and not include on the label, emanates from Defendant. Thus,
27 Defendant has intentionally availed itself of the markets within California through
28 its advertising, marketing, and sale of the Products to consumers in California,

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1 including Plaintiff. The Court also has specific jurisdiction over Defendant as it
2 has purposefully directed activities towards the forum state, Plaintiff’s claims arise
3 out of those activities, and it is reasonable for Defendant to defend this lawsuit
4 because it has sold deceptively advertised Products to Plaintiff and members of the
5 Class in California. By distributing and selling the Products in California,
6 Defendant has intentionally and expressly aimed conduct at California which
7 caused harm to Plaintiff and the Class that Defendant knows is likely to be suffered
8 by Californians.

9 9. Venue is proper pursuant to 28 U.S.C. § 1391(b) because a substantial
10 part of the events or omissions giving rise to the claim occurred in this District
11 since Plaintiff purchased the Products within this District.

12 **PARTIES**

13 10. Defendant is an Ohio company with its principal place of business
14 located at 1 Strawberry Lane, Orrville, OH 44667. At all times during the class
15 period, Defendant was the manufacturer, distributor, marketer, and seller of the
16 Products.

17 11. Plaintiff Adina Ringler purchased the Smucker’s Natural Triple Berry
18 Fruit Spread product from a Smart & Final store in Northridge, California in or
19 around May 2024. When purchasing the Product, Plaintiff did not expect that the
20 Product’s front label “natural” and “made with ingredients from natural sources”
21 representations were false. Plaintiff did not expect Defendant to publicly place
22 deceptive statements about the contents of its Products on the front label of the
23 Product.

24 12. Plaintiff saw and relied on the “natural” and “made with ingredients
25 from natural sources” claims on the front label of the Product. Plaintiff would not
26 have purchased the Product, or would have paid less for the Product, had she
27 known that the Product contains an artificial ingredient in direct contradiction to
28 the “natural” and “made with ingredients from natural sources” statements on the

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1 Product’s label. As a result, Plaintiff suffered injury in fact when she spent money
2 purchasing a Product she would not have purchased, or would have paid less for,
3 absent Defendant’s misconduct.

4 13. Plaintiff desires to, and would, purchase the Products again if the
5 Products’ labels were accurate and if the Products truthfully contained only natural
6 ingredients. However, as a result of Defendant’s ongoing misrepresentations,
7 Plaintiff is unable to rely on the Products’ labeling when deciding in the future
8 whether to purchase the Products. Considering that the Plaintiff continues to see
9 the Products for sale, she is at an imminent risk of future injury.

10 **FACTUAL ALLEGATIONS**

11 14. The Products’ front labels contain images of fresh fruit and
12 prominently represent that the Products are “natural” and “made with ingredients
13 from natural sources” thereby misleading reasonable consumers into believing that
14 the Products contain only natural ingredients and are free from artificial
15 ingredients. However, the Products contain citric acid, an artificial ingredient not
16 made from natural sources.

17 15. The Products’ front labels also contain a list of undesired items that
18 the Products boastfully do not contain, including “Non-GMO,” “NO High
19 Fructose Corn Syrup,” and “NO artificial flavors or colors.”

20 16. True and correct copies of the Smucker’s Natural Triple Berry Fruit
21 Spread product’s front and rear labels are shown below:

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17. True and correct copies of the Smucker's Natural Concord Grape Squeezable Fruit Spread product's front and rear labels are shown below:



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1 **THE CITRIC ACID IN THE PRODUCTS IS NOT NATURAL**

2 18. Defendant uses artificial manufactured citric acid in the Products.¹
 3 Commercial food manufacturers use a synthetic form of citric acid that is derived
 4 from heavy chemical processing.² Commercially produced citric acid is
 5 manufactured using a type of black mold called *Aspergillus niger* which is
 6 modified to increase citric acid production.³ Consumption of manufactured citric
 7 acid has been associated with adverse health events like joint pain with swelling
 8 and stiffness, muscular and stomach pain, as well as shortness of breath.⁴
 9 Defendant does not use natural citric acid extracted from fruit in the Products. This
 10 is because “[a]proximately 99% of the world’s production of [citric acid] is carried
 11 out using the fungus *Aspergillus niger* since 1919.” *Id.* As explained by a study
 12 published in the *Toxicology Reports Journal*:

13 Citric acid naturally exists in fruits and vegetables. However, **it is not**
 14 **the naturally occurring citric acid, but the manufactured citric**
 15 **acid (MCA) that is used extensively as a food and beverage**
 16 **additive.** Approximately 99% of the world’s production of MCA is
 17 carried out using the fungus *Aspergillus niger* since 1919. *Aspergillus*

18 ¹ Iliana E. Sweis, *et al.*, *Potential role of the common food additive manufactured*
 19 *citric acid in eliciting significant inflammatory reactions contributing to serious*
 20 *disease states: A series of four case reports*, TOXICOL REP. 5:808-812 (2018),
 available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/>

21 ² A. Hesham, Y. Mostafa & L. Al-Sharqi, *Optimization of Citric Acid Production*
 22 *by Immobilized Cells of Novel Yeast Isolates*, 48 MYCOBIOLOGY 122, 123 (2020),
 23 available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7178817/>

24 ³ *Id.*; Pau Loke Show, *et al.*, *Overview of citric acid production from Aspergillus*
 25 *niger*, FRONTIERS IN LIFE SCIENCE, 8:3, 271-283 (2015), available at
<https://www.tandfonline.com/doi/full/10.1080/21553769.2015.1033653>

26 ⁴ Iliana E. Sweis, *et al.*, *Potential role of the common food additive manufactured*
 27 *citric acid in eliciting significant inflammatory reactions contributing to serious*
 28 *disease states: A series of four case reports*, TOXICOL REP. 5:808-812 (2018),
 available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/>

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1 *niger* is a known allergen.⁵

2 19. A technical evaluation report for citric acid compiled by the United
3 States Department of Agriculture Marketing Servies (“USDA AMS”) further
4 explains that it is not commercially feasible to use natural citric acid extracted from
5 fruits:

6 “Traditionally by extraction from citrus juice, [is] no longer
7 commercially available. It is now extracted by fermentation of a
8 carbohydrate substance (often molasses) by citric acid bacteria,
9 *Aspergillus niger* (a mold) or *Candida guilliermondii* (a yeast).
10 Citric acid is recovered from the fermentation broth by a lime
11 and sulfuric acid process in which the citric acid is first
12 precipitated as a calcium salt and then reacidulated with sulfuric
13 acid.”⁶

14 20. When asked “Is this substance Natural or Synthetic?” USDA AMS
15 reviewers state: “synthetic.”⁷

16 21. The FDA has determined that manufactured citric acid is not natural;
17 it is artificial. The FDA sent warning letters to Hirzel Canning Company and Oak
18 Tree Farm Dairy, Inc., for similar violations, saying that the FDA’s policy
19 involving the use of the word natural means that nothing artificial or synthetic has
20 been added to the product, and that a product that labels itself “100% Natural” or
21 “All Natural” violates that policy if it contains citric acid, and that the presence of
22 citric acid precludes the use of the term natural to describe the product.⁸

23 22. The FDA explains that the “Solvent extraction process for citric acid”
24 is accomplished via “recovery of citric acid from conventional *Aspergillus*

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⁵ *Id.* (emphasis added)
⁶ **Exhibit D** at page 6.
⁷ **Exhibit D** at pages 4-5.
⁸ *See* **Exhibit B** at page 2 and **Exhibit C** at page 2.

1 *niger* fermentation liquor may be safely used to produce food-grade citric acid in
2 accordance with the following conditions: (a) The solvent used in the process
3 consists of a mixture of *n*- octyl alcohol meeting the requirements of § 172.864 of
4 this chapter, *synthetic* isoparaffinic petroleum hydrocarbons meeting the
5 requirements of § 172.882 of this chapter, and tridodecyl amine. 12 C.F.R. §
6 173.280 (emphasis added). Chemical solvents such as n-octyl alcohol and
7 synthetic isoparaffinic petroleum hydrocarbons are used to extract the citric acid
8 that Defendant uses in the Products from *aspergillus niger* fermentation liquor.
9 See 21 C.F.R § 173.280. The citric acid that Defendant uses in the Products is
10 produced through chemical solvent extraction and contains residues of those
11 chemical solvents.

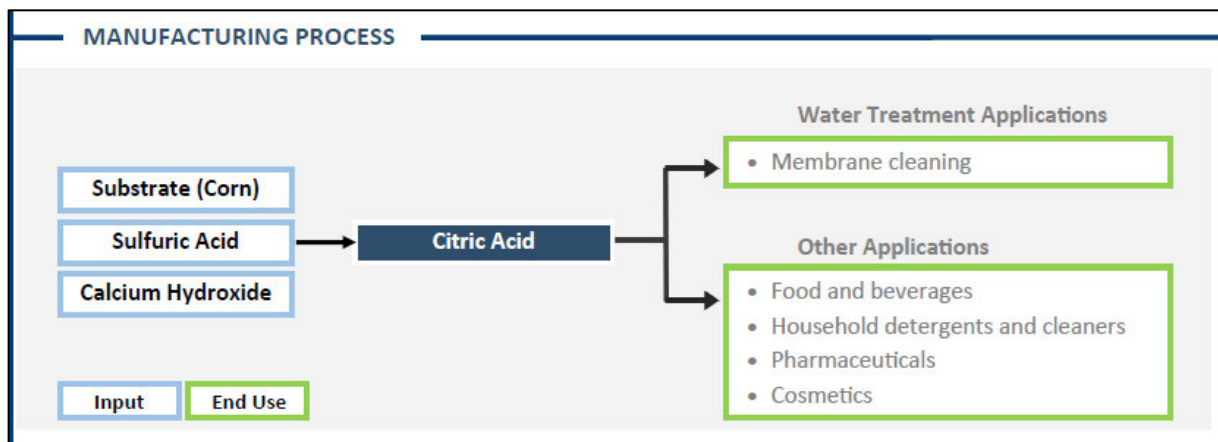
12 23. The *Toxicology Reports Journal* study explains that “the potential
13 presence of impurities or fragments from the *Aspergillus niger* in [manufactured
14 citric acid] is a significant difference that may trigger deleterious effects when
15 ingested.”⁹ The study further explains:

16 “Given the thermotolerance of *A. niger*, there is great potential that
17 byproduct of *A. niger* remain in the final [manufactured citric acid]
18 product. Furthermore, given the pro-inflammatory nature of *A. niger*
19 even when heat-killed, repetitive ingestion of [manufactured citric acid]
20 may trigger sensitivity or allergic reactions in susceptible individuals.
Over the last two decades, there has been a significant rise in the
incidence of food allergies” *Id.*

21 24. The EPA provides the following simply schematic of the
22 manufacturing process for citric acid which includes the use of synthetic solvents
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26 ⁹ Iliana E. Sweis, *et al.*, *Potential role of the common food additive manufactured*
27 *citric acid in eliciting significant inflammatory reactions contributing to serious*
28 *disease states: A series of four case reports*, TOXICOL REP. 5:808-812 (2018),
available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/>

1 like Sulfuric Acid:¹⁰



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10 25. Dr. Ryan Monahan, a prominent functional medicine practitioner,
11 notes that the “[p]resent day process of creating manufactured citric acid involves
12 feeding sugars derived from GMO corn to black mold, which then ferments to
13 form manufactured citric acid.”¹¹.

14 26. Dr. Monahan also notes that “*Aspergillus niger* is associated with
15 systemic inflammatory issues, including respiratory, gastrointestinal, neurological
16 and musculoskeletal. Due to the potential for fragments of *Aspergillus niger*
17 to make their way into the finished product of manufactured citric acid, this toxic
18 inflammatory substance is likely being ingested by consumers of Products
19 containing citric acid. Even with high-heat processing to kill it, research has shown
20 *Aspergillus niger* can still elicit an inflammatory response.”¹²

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23 ¹⁰ <https://www.epa.gov/system/files/documents/2023-03/Citric%20Acid%20Supply%20Chain%20Profile.pdf>.

24 ¹¹ Dr. Ryan Monahan, *Citric Acid: A Common Food Additive With An Uncommon*
25 *Source* (2024) available at
26 <https://www.peacefulmountainmedicine.com/post/citric-acid-a-common-food-additive-with-an-uncommon-source> (Last visited May 15, 2024).

27 ¹² Dr. Ryan Monahan, *Citric Acid: A Common Food Additive With An Uncommon*
28 *Source* (2024) available at

1 27. Clinical nutritionist Serge Gregoire, notes that [f]ood manufacturers
2 leave out that citric acid is derived from genetically modified black mold grown
3 on GMO corn syrup” and that “[c]ompanies continuously capitalize on an
4 ignorance-based market.”¹³ Gregoire states, “Citric acid production has become a
5 refined and highly prized industrial process.” Gregoire note that the *Aspergillus*
6 *niger* used to produce citric acid is engineered to increase production of citric acid
7 which has “resulted in countless generations of genetically modified mutant
8 variants, now specialized for industrial-scale economics.”

9 28. “Further genetic modification in the lab has taken place through the
10 engineering of the glycolytic pathway, resulting in a metabolic-streamlining that
11 facilitates greater citric acid production from sugar while shutting off side avenues
12 of glycolysis.” *Id.*

13 29. “Mutagenesis has been used in recent years to improve the citric-acid
14 producing strains so that they can be used in industrial applications. The most
15 common methods include the use of mutagens to induce mutations on the parental
16 strains. The mutagens utilized for improvements are gamma radiation, ultraviolet
17 radiation and often chemical mutagens. For hyperproducer strains, a hybrid
18 method that combines ultraviolet and chemical mutagens is used (Ratledge &
19 Kristiansen Citation2001).”¹⁴

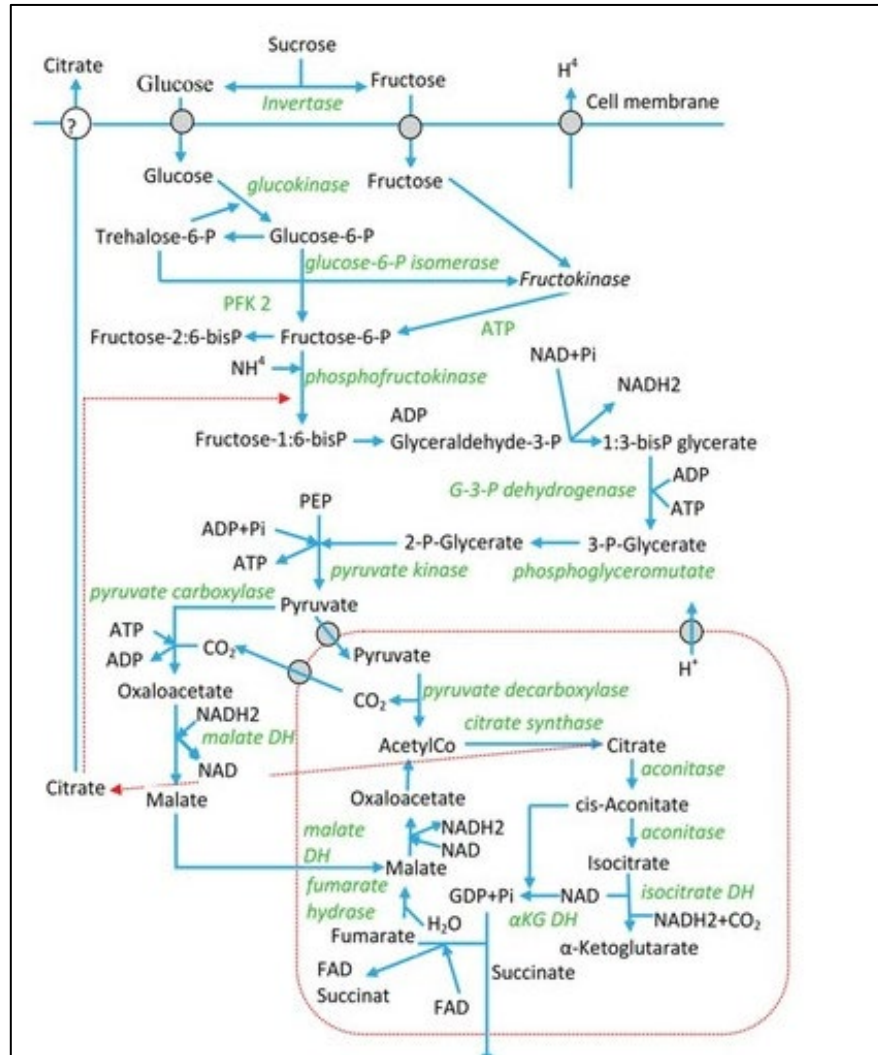
20 30. Below is a schematic representation of the metabolic reactions
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22 [https://www.peacefulmountainmedicine.com/post/citric-acid-a-common-food-](https://www.peacefulmountainmedicine.com/post/citric-acid-a-common-food-additive-with-an-uncommon-source)
23 [additive-with-an-uncommon-source.](https://www.peacefulmountainmedicine.com/post/citric-acid-a-common-food-additive-with-an-uncommon-source)

24 ¹³ Serge Gregoire, Avoid citric acid: a mold byproduct! (July 13, 2021) *available*
25 *at* [https://www.linkedin.com/pulse/avoid-citric-acid-mold-byproduct-serge-](https://www.linkedin.com/pulse/avoid-citric-acid-mold-byproduct-serge-gregoire/)
[gregoire/](https://www.linkedin.com/pulse/avoid-citric-acid-mold-byproduct-serge-gregoire/)

26 ¹⁴ Show, P. L., Oladele, K. O., Siew, Q. Y., Aziz Zakry, F. A., Lan, J. C. W., &
27 Ling, T. C. (2015). Overview of citric acid production from *Aspergillus niger*.
FRONTIERS IN LIFE SCIENCE, 8(3), 271–283, *available at*
28 <https://doi.org/10.1080/21553769.2015.1033653>

involved in citric acid production, the enzymes (*italics*), the known feedback loops (dashed lines) and their locations within the cellular structure of *Aspergillus niger*:¹⁵



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31. Dictionary definitions define “artificial” as something made by man. For example, “artificial” is defined as “made by human skill; produced by humans ...”¹⁶ Merriam-Webster’s online dictionary states that “artificial” means “humanly

¹⁵ *Id.* at Figure 3.

¹⁶ *Artificial*, DICTIONARY.COM, available at <https://www.dictionary.com/browse/artificial>

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1 contrived ...”¹⁷ Cambridge Dictionary states that “artificial” means “made by
2 people, often as a copy of something natural.”¹⁸

3 32. Below are images of the chemical process used to create citric acid
4 for use in food – a process that is visibly artificial:



22 33. Citric acid acts as an artificial flavoring and preserving agent when
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26 ¹⁷*Artificial*, MERRIAM-WEBSTER’S DICTIONARY, available at
27 <https://www.merriam-webster.com/dictionary/artificial>

28 ¹⁸*Artificial*, CAMBRIDGE DICTIONARY, available at
<https://dictionary.cambridge.org/us/dictionary/english/artificial>

1 added to food products, including the Products at issue.¹⁹ Citric acid has a sour,
2 acidic, and slightly tart flavor. *Id.*

3 34. The Food and Drug Administration (“FDA”) defines a preservative
4 as “any chemical that, when added to food, tends to prevent or retard deterioration
5 thereof, but does not include common salt, sugars, vinegars, spices, or oils
6 extracted from spices, substances added to food by direct exposure thereof to wood
7 smoke, or chemicals applied for their insecticidal or herbicidal properties.” 21
8 C.F.R. §101.22(a)(5). The FDA has listed citric acid as a preservative in its
9 “Overview of Food Ingredients, Additives and Colors” as shown below:²⁰

Types of Ingredients	What They Do	Examples of Uses	Names Found on Product Labels
Preservatives	Prevent food spoilage from bacteria, molds, fungi, or yeast (antimicrobials); slow or prevent changes in color, flavor, or texture and delay rancidity (antioxidants); maintain freshness	Fruit sauces and jellies, beverages, baked goods, cured meats, oils and margarines, cereals, dressings, snack foods, fruits and vegetables	Ascorbic acid, citric acid, sodium benzoate, calcium propionate, sodium erythorbate, sodium nitrite, calcium sorbate, potassium sorbate, BHA, BHT, EDTA, tocopherols (Vitamin E)

15 35. In a warning letter sent to Chiquita Brands International, Inc. and
16 Fresh Express, Inc., the FDA warned that certain Products were misbranded under
17 the Federal Food Drug and Cosmetics Act because they “contain the *chemical*
18 *preservatives ascorbic acid and citric acid* but their labels fail to declare these
19 *preservatives* with a description of their functions. 21 C.F.R. [§] 101.22”
20 (emphasis added).²¹

22 ¹⁹ <https://www.webstaurantstore.com/blog/3350/what-is-citric-acid.html#:~:text=What%20Is%20Sour%20Salt?,salt%20tastes%20sour%20and%20acidic>.

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24 ²⁰ *Overview of Food Ingredients, Additives & Colors*, FOOD AND DRUG
25 ADMINISTRATION, available at
26 <https://web.archive.org/web/20220901032454/http://www.fda.gov/food/food-ingredients-packaging/overview-food-ingredients-additives-colors>

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28 ²¹ See **Exhibit A** at page 2 (highlighted).

1 36. The USDA’s Food Safety Inspection Service’s “Guideline for Label
2 Approval” states that “common *chemical* preservatives include BHA, BHT,
3 calcium propionate, citric acid, natamycin and sodium propionate.”²²

4 **REASONABLE CONSUMERS ARE DECEIVED AND SUFFERED ECONOMIC INJURY**

5 37. Consumers, like Plaintiff, relied on Defendant’s “natural” and “made
6 with ingredients from natural sources” labeling statements. Such representations
7 are material to reasonable consumers.

8 38. Plaintiff and putative class members suffered economic injury as a
9 result of Defendant’s actions. Plaintiff and putative class members spent money
10 that, absent Defendant’s actions, they would not have spent.

11 39. Plaintiff and putative class members are entitled to damages and
12 restitution for the purchase price of the Products and/or the price premium
13 associated with the deceptive representations on the Products’ labels. Consumers,
14 including Plaintiff, would not have purchased Defendant’s Products, or would
15 have paid less for the Products, if they had known the Products actually contain an
16 artificial ingredient not made from natural sources.

17 **NO ADEQUATE REMEDY AT LAW**

18 40. Plaintiff and members of the class are entitled to equitable relief as
19 no adequate remedy at law exists. The statutes of limitations for the causes of
20 action pled herein vary. Class members who purchased the Products more than
21 three years prior to the filing of the complaint will be barred from recovery if
22 equitable relief were not permitted under the UCL.

23 41. The scope of actionable misconduct under the unfair prong of the
24 UCL is broader than the other causes of action asserted herein. It includes

25 _____
26 ²² FSIS Guideline for Label Approval, UNITED STATES DEPARTMENT OF
27 AGRICULTURE, *available* *at*
28 https://www.fsis.usda.gov/sites/default/files/media_file/documents/FSIS-GD-2023-0001.pdf (emphasis added)

1 Defendant’s overall unfair marketing scheme to promote and brand the Products,
2 across a multitude of media platforms, including the Products’ labels, packaging,
3 and online advertisements, over a long period of time, in order to gain an unfair
4 advantage over competitor products. Plaintiff and class members may also be
5 entitled to restitution under the UCL, while not entitled to damages under other
6 causes of action asserted herein (e.g., the CLRA is limited to certain types of
7 plaintiffs (an individual who seeks or acquires, by purchase or lease, any goods or
8 services for personal, family, or household purposes) and other statutorily
9 enumerated conduct).

10 42. A primary litigation objective in this litigation is to obtain injunctive
11 relief in the form of a label or ingredient change. Injunctive relief is appropriate
12 on behalf of Plaintiff and members of the class because Defendant continues to
13 misrepresent the Products as “natural” and “made with ingredients from natural
14 sources” when the Products actually contain the artificial ingredient citric acid.
15 Injunctive relief is necessary to prevent Defendant from continuing to engage in
16 the unfair, fraudulent, and/or unlawful conduct described herein and to prevent
17 future harm—none of which can be achieved through available legal remedies
18 (such as monetary damages to compensate past harm). Further, a public injunction
19 is available under the UCL, and damages will not adequately benefit the general
20 public in a manner equivalent to an injunction.

21 CLASS ACTION ALLEGATIONS

22 43. Plaintiff brings this action as a class action pursuant to Federal Rules
23 of Civil Procedure on behalf of the following Classes (or alternative Classes or
24 Subclasses):

25 The Nationwide Class

26 All U.S. citizens who purchased the Products in their respective state of
27 citizenship for personal and household use and not for resale within the
28 applicable statute of limitations and until the date class notice is

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1 disseminated.

2 **The California Subclass**

3 All California citizens who purchased the Products in California for
4 personal and household use and not for resale within the applicable statute
5 of limitations and until the date class notice is disseminated.

6 44. The Classes and Subclasses described in this complaint will jointly
7 be referred to the “Class” or the “Classes” unless otherwise stated, and the
8 proposed members of the Classes and Subclasses will jointly be referred to as
9 “Class Members.”

10 45. Plaintiff and the Class reserve their right to amend or modify the
11 Class definitions with greater specificity or further division into subclasses or
12 limitation to particular issues as discovery and the orders of this Court warrant.

13 46. Excluded from the Class are: (i) Defendant and its officers, directors,
14 and employees; (ii) any person who files a valid and timely request for exclusion;
15 (iii) judicial officers and their immediate family members and associated court
16 staff assigned to the case; (iv) individuals who received a full refund of the
17 Products from Defendant.

18 47. The Class is appropriate for certification because Plaintiff can prove
19 the elements of the claims on a classwide basis using the same evidence as would
20 be used to prove those elements in individual actions alleging the same claims.

21 48. Numerosity: Class Members are so numerous that joinder of all
22 members is impracticable. Plaintiff believes that there are thousands of consumers
23 who are Class Members described above who have been damaged by Defendant’s
24 deceptive and misleading practices.

25 49. Commonality: There is a well-defined community of interest in the
26 common questions of law and fact affecting all Class Members. The questions of
27 law and fact common to the Class Members which predominate over any questions
28 which may affect individual Class Members include, but are not limited to:

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- 1 a. Whether Defendant is responsible for the conduct alleged herein which
- 2 was uniformly directed at all consumers who purchased the Products;
- 3 b. Whether Defendant’s misconduct set forth in this Complaint
- 4 demonstrates that Defendant engaged in unfair, fraudulent, or unlawful
- 5 business practices with respect to the advertising, marketing, and sale of
- 6 the Products;
- 7 c. Whether Defendant made misrepresentations concerning the Products
- 8 that were likely to deceive the public;
- 9 d. Whether Plaintiff and the Class are entitled to injunctive relief;
- 10 e. Whether Plaintiff and the Class are entitled to money damages and/or
- 11 restitution under the same causes of action as the other Class Members.

12 50. Typicality: Plaintiff is a member of the Class that Plaintiff seeks to

13 represent. Plaintiff’s claims are typical of the claims of each Class Member in that

14 every member of the Class was susceptible to the same deceptive, misleading

15 conduct and purchased the Products. Plaintiff is entitled to relief under the same

16 causes of action as the other Class Members.

17 51. Adequacy: Plaintiff is an adequate Class representative because

18 Plaintiff’s interests do not conflict with the interests of the Class Members Plaintiff

19 seeks to represent; the consumer fraud claims are common to all other members of

20 the Class, and Plaintiff has a strong interest in vindicating the rights of the class;

21 Plaintiff has retained counsel competent and experienced in complex class action

22 litigation and Plaintiff intends to vigorously prosecute this action. Plaintiff has no

23 interests which conflict with those of the Class. The Class Members’ interests will

24 be fairly and adequately protected by Plaintiff and proposed Class Counsel.

25 Defendant has acted in a manner generally applicable to the Class, making relief

26 appropriate with respect to Plaintiff and the Class Members. The prosecution of

27 separate actions by individual Class Members would create a risk of inconsistent

28 and varying adjudications.

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1 52. The Class is properly brought and should be maintained as a class
2 action because a class action is superior to traditional litigation of this controversy.
3 A class action is superior to the other available methods for the fair and efficient
4 adjudication of this controversy because:

- 5 a. The joinder of hundreds of individual Class Members is impracticable,
6 cumbrous, unduly burdensome, and a waste of judicial and/or
7 litigation resources;
- 8 b. The individual claims of the Class Members may be relatively modest
9 compared with the expense of litigating the claim, thereby making it
10 impracticable, unduly burdensome, and expensive to justify individual
11 actions;
- 12 c. When Defendant’s liability has been adjudicated, all Class Members’
13 claims can be determined by the Court and administered efficiently in a
14 manner far less burdensome and expensive than if it were attempted
15 through filing, discovery, and trial of all individual cases;
- 16 d. This class action will promote orderly, efficient, expeditious, and
17 appropriate adjudication and administration of Class claims;
- 18 e. Plaintiff knows of no difficulty to be encountered in the management of
19 this action that would preclude its maintenance as a class action;
- 20 f. This class action will assure uniformity of decisions among Class
21 Members;
- 22 g. The Class is readily definable and prosecution of this action as a class
23 action will eliminate the possibility of repetitious litigation; and
- 24 h. Class Members’ interests in individually controlling the prosecution of
25 separate actions is outweighed by their interest in efficient resolution by
26 single class action;

27 53. Additionally, or in the alternative, the Class also may be certified
28 because Defendant has acted or refused to act on grounds generally applicable to

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1 the Class thereby making final declaratory and/or injunctive relief with respect to
2 the members of the Class as a whole, appropriate.

3 54. Plaintiff seeks preliminary and/or permanent injunctive and equitable
4 relief on behalf of the Class, on grounds generally applicable to the Class, to enjoin
5 and prevent Defendant from engaging in the acts described, and to require
6 Defendant to provide restitution to Plaintiff and the Class members.

7 55. Unless the Class is certified, Defendant will retain monies that were
8 taken from Plaintiff and Class members as a result of Defendant’s wrongful
9 conduct. Unless a classwide injunction is issued, Defendant will continue to
10 commit the violations alleged and the members of the Class and the general public
11 will continue to be misled.

12 **FIRST CLAIM FOR RELIEF**

13 **Violation of California’s Consumers Legal Remedies Act**

14 **Cal. Civ. Code §§ 1750, et seq.**

15 56. Plaintiff realleges and incorporates by reference all allegations
16 contained in this complaint, as though fully set forth herein.

17 57. Plaintiff brings this claim under the CLRA individually and on behalf
18 of the California Class against Defendant.

19 58. At all times relevant hereto, Plaintiff and the members of the Class
20 were “consumer[s],” as defined in California Civil Code section 1761(d).

21 59. At all relevant times, Defendant was a “person,” as defined in
22 California Civil Code section 1761(c).

23 60. At all relevant times, the Products manufactured, distributed,
24 marketed, advertised, and sold by Defendant constituted “goods,” as defined in
25 California Civil Code section 1761(a).

26 61. The purchases of the Products by Plaintiff and the members of the
27 Class were and are “transactions” within the meaning of California Civil Code
28 section 1761(e).

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1 62. Defendant disseminated, or caused to be disseminated, through its
2 advertising, false and misleading representations, including the Products’ labeling
3 that the Products were “natural” and “made with ingredients from natural sources.”
4 Defendant failed to disclose that the Products contain an artificial ingredient called
5 citric acid. This is a material misrepresentation and omission as reasonable
6 consumer would find the fact that the Products contain an artificial ingredient to
7 be important to their decision in purchasing the Products. Defendant’s
8 representations violate the CLRA in the following ways:

- 9 a. Defendant represented that the Products have characteristics,
10 ingredients, uses, and benefits which they do not have (Cal. Civ. Code §
11 1770(a)(5));
- 12 b. Defendant represented that the Products are of a particular standard,
13 quality, or grade, which it is not (Cal. Civ. Code § 1770(a)(7));
- 14 c. Defendant advertised the Products with an intent not to sell the Products
15 as advertised (Cal. Civ. Code § 1770(a)(9)); and
- 16 d. Defendant represented that the subject of a transaction has been supplied
17 in accordance with a previous representation when it has not (Cal. Civ.
18 Code § 1770(a)(16)).

19 63. Defendant violated the CLRA because the Products were prominently
20 advertised as “natural” and “made with ingredients from natural sources” but the
21 Products contain citric acid, an artificial ingredient not made from natural sources.
22 Defendant knew or should have known that consumers would want to know that
23 the Products contained an artificial ingredient.

24 64. Defendant’s actions as described herein were done with conscious
25 disregard of Plaintiff’s and the Class members’ rights and were wanton and
26 malicious.

27 65. Defendant’s wrongful business practices constituted, and constitute,
28 a continuing course of conduct in violation of the CLRA, since Defendant is still

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1 representing that the Products have characteristics which they do not have.

2 66. Pursuant to California Civil Code section 1782(d), Plaintiff and the
3 members of the Class seek an order enjoining Defendant from engaging in the
4 methods, acts, and practices alleged herein.

5 67. Pursuant to California Civil Code section 1782, Plaintiff notified
6 Defendant in writing by certified mail of the alleged violations of the CLRA and
7 demanded that Defendant rectify the problems associated with the actions detailed
8 above and give notice to all affected consumers of their intent to so act.

9 68. More than thirty days has passed since Plaintiff sent Defendant a
10 CLRA letter and Defendant has failed to take the corrective action described in
11 Plaintiff’s letter. Wherefore, Plaintiff seeks actual, punitive, and statutory damages
12 as appropriate, as well as attorneys’ fees and costs for Defendant’s violations of
13 the CLRA.

14 69. Pursuant to section 1780(d) of the CLRA, below is an affidavit
15 showing that this action was commenced in a proper forum.

16 **SECOND CLAIM FOR RELIEF**

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

18 **Cal. Bus. & Prof. Code §§ 17200, et seq.**

19 70. Plaintiff realleges and incorporates by reference all allegations
20 contained in this complaint, as though fully set forth herein.

21 71. Plaintiff brings this claim under the UCL individually and on behalf
22 of the California Class against Defendant.

23 72. The UCL prohibits any “unlawful,” “fraudulent,” or “unfair” business
24 act or practice and any false or misleading advertising.

25 73. Defendant committed unlawful business acts or practices by making
26 the representations and omitted material facts (which constitutes advertising
27 within the meaning of California Business & Professions Code section 17200), as
28 set forth more fully herein, and by violating California’s Consumers Legal

1 Remedies Act, Cal. Civ. Code §§17500, *et seq.*, California’s False Advertising
2 Law, Cal. Bus. & Prof. § 17500, *et seq.*, 15 U.S.C. § 45, and by breaching express
3 and implied warranties. Plaintiff, individually and on behalf of the other Class
4 members, reserves the right to allege other violations of law, which constitute other
5 unlawful business acts or practices. Such conduct is ongoing and continues to this
6 date.

7 74. Defendant committed “unfair” business acts or practices by: (1)
8 engaging in conduct where the utility of such conduct is outweighed by the harm
9 to Plaintiff and the members of the Class; (2) engaging in conduct that is immoral,
10 unethical, oppressive, unscrupulous, or substantially injurious to Plaintiff and the
11 members of the Class; and (3) engaging in conduct that undermines or violates the
12 intent of the consumer protection laws alleged herein. There is no societal benefit
13 from deceptive advertising. Plaintiff and the other Class members paid for
14 Products that are not as advertised by Defendant. Further, Defendant failed to
15 disclose a material fact (that the Products contain an artificial ingredient) of which
16 it had exclusive knowledge. While Plaintiff and the other Class members were
17 harmed, Defendant was unjustly enriched by its false misrepresentations and
18 material omissions. As a result, Defendant’s conduct is “unfair,” as it offended an
19 established public policy. There were reasonably available alternatives to further
20 Defendant’s legitimate business interests, other than the conduct described herein.

21 75. Defendant committed “fraudulent” business acts or practices by
22 making the representations of material fact regarding the Products set forth herein.
23 Defendant’s business practices as alleged are “fraudulent” under the UCL because
24 they are likely to deceive customers into believing the Products only contain
25 natural ingredients.

26 76. Plaintiff and the other members of the Class have in fact been
27 deceived as a result of their reliance on Defendant’s material representations and
28 omissions. This reliance has caused harm to Plaintiff and the other members of the

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1 Class, each of whom purchased Defendant’s Products. Plaintiff and the other Class
2 members have suffered injury in fact and lost money as a result of purchasing the
3 Products and Defendant’s unlawful, unfair, and fraudulent practices.

4 77. Defendant’s wrongful business practices and violations of the UCL
5 are ongoing.

6 78. Plaintiff and the Class seek pre-judgment interest as a direct and
7 proximate result of Defendant’s unfair and fraudulent business conduct. The
8 amount on which interest is to be calculated is a sum certain and capable of
9 calculation, and Plaintiff and the Class seek interest in an amount according to
10 proof.

11 79. Unless restrained and enjoined, Defendant will continue to engage in
12 the above-described conduct. Accordingly, injunctive relief is appropriate.
13 Pursuant to California Business & Professions Code section 17203, Plaintiff,
14 individually and on behalf of the California Class, seeks (1) restitution from
15 Defendant of all money obtained from Plaintiff and the other Class members as a
16 result of unfair competition; (2) an injunction prohibiting Defendant from
17 continuing such practices in the State of California that do not comply with
18 California law; and (3) all other relief this Court deems appropriate, consistent
19 with California Business & Professions Code section 17203.

20 **THIRD CLAIM FOR RELIEF**

21 **Violation of the False Advertising Law**

22 **Cal. Bus. & Prof. Code §§ 17500, et seq.**

23 80. Plaintiff realleges and incorporates by reference all allegations
24 contained in this complaint, as though fully set forth herein.

25 81. Plaintiff brings this claim under the FAL individually and on behalf
26 of the California Class against Defendant.

27 82. The FAL provides that “[i]t is unlawful for any person, firm,
28 corporation or association, or any employee thereof with intent directly or
indirectly to dispose of real or personal property or to perform services” to

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1 disseminate any statement “which is untrue or misleading, and which is known, or
2 which by the exercise of reasonable care should be known, to be untrue or
3 misleading” Cal. Bus. & Prof. Code § 17500.

4 83. It is also unlawful under the FAL to disseminate statements
5 concerning property or services that are “untrue or misleading, and which is
6 known, or which by the exercise of reasonable care should be known, to be untrue
7 or misleading.” *Id.*

8 84. As alleged herein, Defendant falsely advertised the Products by
9 falsely representing that the Products are “natural” and “made with ingredients
10 from natural sources,” when in fact, the Products contain citric acid, an artificial
11 ingredient.

12 85. Plaintiff has standing to pursue this claim as Plaintiff has suffered
13 injury in fact as a result of Defendant’s actions as set forth herein. Specifically,
14 prior to the filing of this action, Plaintiff purchased one of the Products in reliance
15 on Defendant’s false and misleading labeling claim that the Products were
16 “natural” and “made with ingredients from natural sources.”

17 86. Defendant’s business practices as alleged herein constitute deceptive,
18 untrue, and misleading advertising pursuant to the FAL because Defendant has
19 advertised the Products in a manner that is untrue and misleading, which
20 Defendant knew or reasonably should have known, and omitted material
21 information from its advertising.

22 87. Defendant profited from its sale of the falsely and deceptively
23 advertised Products to unwary consumers.

24 88. As a result, Plaintiff, the Class, and the general public are entitled to
25 public injunctive and equitable relief, restitution, and an order for the
26 disgorgement of the funds by which Defendant was unjustly enriched.

27 89. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff, on behalf of
28 herself and the Classes, seeks an order enjoining Defendant from continuing to

1 engage in deceptive business practices, false advertising, and any other act
2 prohibited by law, including those set forth herein.

3 **FOURTH CLAIM FOR RELIEF**

4 **Breach of Express Warranty**

5 **Cal. Com. Code § 2313(1)**

6 90. Plaintiff realleges and incorporates by reference all allegations
7 contained in this complaint, as though fully set forth herein.

8 91. Plaintiff brings this claim for breach of express warranty individually
9 and on behalf of all Classes against Defendant.

10 92. As the manufacturer, marketer, distributor, and seller of the Products,
11 Defendant issued an express warranty by representing to consumers at the point of
12 purchase that the Products were “natural” and “made with ingredients from natural
13 sources.”

14 93. Plaintiff and the Class reasonably relied on Defendant’s
15 misrepresentations, descriptions and specifications regarding the Products,
16 including the representations that the Products were “natural” and “made with
17 ingredients from natural sources.”

18 94. Defendant’s representations were part of the description of the goods
19 and the bargain upon which the goods were offered for sale and purchased by
20 Plaintiff and members of the Class.

21 95. In fact, the Products do not conform to Defendant’s representations
22 because the Products contain citric acid, an artificial ingredient. By falsely
23 representing the Products in this way, Defendant breached express warranties.

24 96. Plaintiff relied on Defendant’s representations on the Products’ labels
25 and advertising materials which provide the basis for an express warranty under
26 California law.

27 97. As a direct and proximate result of Defendant’s breach, Plaintiff and
28 Members of the Class were injured because they: (1) paid money for Products that
were not as Defendant represented; (2) were deprived of the benefit of the bargain

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1 because the Products they purchased were different than Defendant advertised;
2 and (3) were deprived of the benefit of the bargain because the Products they
3 purchased had less value than if Defendant’s representations about the
4 characteristics of the Products were truthful.

5 98. Had Defendant not breached express warranties by making false
6 representations as alleged herein, Plaintiff and Class Members would not have
7 purchased the Products or would not have paid as much as they did for them.

8 **FIFTH CLAIM FOR RELIEF**

9 **Breach of Implied Warranty**

10 **Cal. Com. Code § 2314**

11 99. Plaintiff realleges and incorporates by reference all allegations
12 contained in this complaint, as though fully set forth herein.

13 100. Plaintiff brings this claim for breach of implied warranty individually
14 and on behalf of all Classes against Defendant.

15 101. Plaintiff and the Class purchased the Products manufactured,
16 advertised, and sold by Defendant, as described herein.

17 102. Defendant, through its acts and omissions set forth herein, in the sale,
18 marketing, and promotion of the Products, misrepresented the characteristics of
19 the Products to Plaintiff and the Class.

20 103. Defendant is a merchant with respect to the goods of this kind which
21 were sold to Plaintiff and the Class, and there was, in the sale to Plaintiff and other
22 consumers, an implied warranty that those goods were merchantable.

23 104. However, Defendant breached that implied warranty in that the
24 Products were not “natural” and contained citric acid, an artificial ingredient that
25 is not made “from natural sources.”

26 105. As an actual and proximate result of Defendant’s conduct, Plaintiff
27 and the Class did not receive goods as impliedly warranted by Defendant to be
28 merchantable in that the Products did not conform to promises and affirmations
made on the label of the Products.

1 106. Plaintiff and the Class have sustained damages as a proximate result
2 of the foregoing breach of implied warranties in the amount of the Products’ price
3 premium.

4 **SIXTH CLAIM FOR RELIEF**

5 **Negligent Misrepresentation**

6 107. Plaintiff realleges and incorporates by reference all allegations
7 contained in this complaint, as though fully set forth herein.

8 108. Plaintiff brings this claim for negligent misrepresentation
9 individually and on behalf of all Classes against Defendant.

10 109. Defendant had a duty to disclose to Plaintiff and Class Members
11 correct information as to the quality and characteristics of the Products because
12 Defendant was in a superior position than Plaintiff and Class Members such that
13 reliance by Plaintiff and Class Members was justified. Defendant possessed the
14 skills and expertise to know the type of information that would influence a
15 consumer’s purchasing decision.

16 110. During the applicable class period, Defendant negligently or
17 carelessly misrepresented, omitted, and concealed from consumers material facts
18 regarding the quality and characteristics of the Products, including the fact that the
19 Products do contain artificial ingredients, despite being advertised as “natural” and
20 “made with ingredients from natural sources.”

21 111. Defendant made such false and misleading statements and omissions
22 with the intent to induce Plaintiff and Class Members to purchase the Products at
23 a premium price.

24 112. Defendant was careless in ascertaining the truth of its representations
25 in that it knew or should have known that Plaintiff and Class Members would be
26 overpaying for the Products.

27 113. Plaintiff and Class Members were unaware of the falsity in
28 Defendant’s misrepresentations and omissions and, as a result, justifiably relied on
them when making the decision to purchase the Products.

1 114. Plaintiff and Class Members would not have purchased the Products
2 or paid as much for the Products if the true facts had been known.

3 **SEVENTH CLAIM FOR RELIEF**

4 **Intentional Misrepresentation/Fraud**

5 115. Plaintiff realleges and incorporates by reference all allegations
6 contained in this complaint, as though fully set forth herein.

7 116. Plaintiff brings this claim for intentional misrepresentation
8 individually and on behalf of all Classes against Defendant.

9 117. Defendant had a duty to disclose to Plaintiff and Class Members
10 correct information as to the quality and characteristics of the Products because
11 Defendant was in a superior position than Plaintiff and Class Members such that
12 reliance by Plaintiff and Class Members was justified. Defendant possessed the
13 skills and expertise to know the type of information that would influence a
14 consumer's purchasing decision.

15 118. During the applicable class period, Defendant intentionally
16 misrepresented, omitted, and concealed from consumers material facts regarding
17 the quality and characteristics of the Products, including that the Products contain
18 an artificial ingredient called citric acid, despite the Products' "natural" and "made
19 with ingredients from natural sources" representations. These representations were
20 material and were uniformly made.

21 119. As noted in detail above, these representations were false and
22 misleading, as the Products contain citric acid, an artificial ingredient not made
23 from natural sources. Defendant made these misrepresentations with actual
24 knowledge of their falsity and/or made them with fraudulent intent.

25 120. Defendant made such false and misleading statements and omissions
26 with the intent to induce Plaintiff and Class Members to purchase the Products at
27 a premium price, deprive Plaintiff and Class Members of property or otherwise
28 causing injury, and thus, Defendant has committed fraud.

121. Defendant's deceptive or fraudulent intent is evidenced by motive

1 and opportunity. Defendant knew that consumers would pay more for products if
2 they believed they were natural and made with ingredients from natural sources.
3 For that reason, Defendant misrepresented the Products so that Defendant could
4 realize greater profits. Defendant knew that consumers would place trust and
5 confidence in its Products' claims and rely thereon in their purchases of the
6 Products.

7 122. Plaintiff and the Class Members were unaware of the falsity in
8 Defendant's misrepresentations and omissions and, as a result, justifiably relied on
9 them when making the decision to purchase the Products.

10 123. As a proximate result of Defendant's intentional misrepresentations,
11 Plaintiff and the Class were induced to purchase the Products at a premium.

12 124. Plaintiff and the Class Members would not have purchased the
13 Products or paid as much for the Products if the true facts had been known.

14 125. As a result of their reliance, Plaintiff and Class Members were injured
15 in an amount to be proven at trial, including, but not limited to, their lost benefit
16 of the bargain and overpayment at the time of purchase.

17 126. Defendant's conduct was knowing, intentional, with malice,
18 demonstrated a complete lack of care, and was in reckless disregard for the rights
19 of Plaintiff and Class Members Plaintiff and Class Members are therefore entitled
20 to an award of punitive damages.

21 REQUEST FOR RELIEF

22 127. Plaintiff, individually, and on behalf of all others similarly situated,
23 requests for relief pursuant to each claim as follows:

- 24 a. Declaring that this action is a proper class action, certifying the Class as
25 requested herein, designating Plaintiff as the Class Representative and
26 appointing the undersigned counsel as Class Counsel;
- 27 b. Ordering restitution and disgorgement of all profits and unjust
28 enrichment that Defendant obtained from Plaintiff and the Class
members as a result of Defendant's unlawful, unfair, and fraudulent

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- business practices;
- c. Ordering injunctive relief as permitted by law or equity, including enjoining Defendant from continuing the unlawful practices as set forth herein, and ordering Defendant to engage in a corrective advertising campaign;
- d. Ordering damages in amount which is different than that calculated for restitution for Plaintiff and the Class;
- e. Ordering Defendant to pay attorneys’ fees and litigation costs to Plaintiff and the other members of the Class;
- f. Ordering Defendant to pay both pre- and post-judgment interest on any amounts awarded; and
- g. Ordering other relief as may be just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: February 10, 2025

CROSNER LEGAL, P.C.

By: /s/ Lilach H. Klein

Lilach H. Klein

Lilach H. Klein (SBN 323202)
lilach@crosnerlegal.com
Michael T. Houchin (SBN 305541)
mhouchin@crosnerlegal.com
Zachary M. Crosner (SBN 272295)
zach@crosnerlegal.com 9440 Santa
Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637

Attorneys for Plaintiff and the Proposed Class