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12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 BARBARA KOPELS, individually and
15 on behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 Evig LLC dba Balance of Nature and Dr.
19 Douglas Howard,

20 Defendants.
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Civil Action No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff BARBARA KOPELS brings this action on behalf of herself and all
2 other California consumers similarly situated against Defendants EVIG LLC DBA
3 BALANCE OF NATURE AND DOUGLAS L. HOWARD, (“Defendants”) and
4 alleges upon personal knowledge as to her own acts and experiences and, as to all
5 other matters, upon information and belief:

6 **FACTUAL ALLEGATIONS**

7 ***BALANCE OF NATURE***

8 **BACKGROUND FACTS**

9 1. Since at least 1997, Defendants have marketed purported fruit and
10 vegetable dietary supplement products – Balance of Nature Fruits and Balance of
11 Nature Vegetables under the Balance of Nature brand name (hereafter referred to as
12 “Balance of Nature” or “Balance of Nature products”).¹

13 2. Balance of Nature is currently sold as a combination package one bottle
14 of the fruits and one bottle of the vegetables. It is not clear and discovery will flesh out
15 whether at some earlier point in time consumers could purchase either product on its
16 own.

17 3. Defendants currently sell these products on their website as well as on
18 Amazon. At both points of sale consumers are encouraged to subscribe on a monthly
19 basis to receive their Balance of Nature products.

20 4. Throughout the class period Defendants have promoted and delivered the
21 same marketing message and representations regarding the Balance of Nature
22 products – that they will provide consumers with more energy, improve their health
23 and well-being as well as fill in the gaps in the nutrition they receive from their diets.

24 5. As more fully alleged below, Plaintiff purchased the products in reliance
25 on the above representations – to-wit that by taking the Balance of Nature products
26

27 ¹ Defendants also sell a fiber and spice product that is not the subject of this lawsuit at
28 this time. Defendants recommend on their website pairing their Fruit and Veggies
supplement with their Fiber and Spice supplements.

1 she would have more energy, improve her health and overall well-being as well as fill
2 in gaps in the nutrition she received from her diet.

3 6. At some time prior to the filing of this lawsuit Defendants sold their
4 products through brick-and-mortar stores such as Walmart, Macy's and the like as
5 well as their web site.

6 7. But some time prior to the filing of this lawsuit Defendants limited sales
7 to those on online sales on Amazon, Walmart as well as other retailers and their web
8 site.

9 8. On both the product bottles sold on Defendants' website, online and the
10 bottles that were sold in brick-and-mortar stores, a variety of fruits are depicted on the
11 front of the Fruit bottles from oranges to grapefruit, various berries, papaya,
12 pineapple, grapes, bananas, apples and so on.

13 9. A variety of vegetables are depicted on the front of the Vegetable bottles
14 from carrots to cabbage, carrots, beets, lettuces, celery, cauliflower and so on.

15 10. As further evidence of Defendants' willingness to make false claims
16 about their Balance of Nature products, early on and as late as 2019 which is prior to
17 the class period for this case, Defendants illegally marketed and sold these products
18 for the treatment, cure, mitigation or prevention of various ailments and diseases
19 including the common cold, pneumonia, diabetes, arthritis, lowering cholesterol, MS,
20 asthma, cancer, and Covid.

21 11. Because Defendants did not obtain approval of these disease claims
22 through the required new drug approval process ("NDA"), on August 20, 2019, the
23 FDA issued a warning letter to defendants noting that Defendants were marketing
24 their products based upon unapproved and illegal disease claims.

25 12. The FDA ultimately sued Defendants and Defendants entered into a
26 consent decree in which they agreed to, among other things, no longer make disease
27 claims.
28

1 13. While the foregoing is deep background regarding the lengths to which
2 Defendants were willing to stoop to sell Balance of Nature to unsuspecting
3 consumers, this case is not about Defendants' illegal marketing of their Balance of
4 Nature products as drugs.

5 14. Rather, in addition to Defendants' initial illegal marketing of the Balance
6 of Nature Products as drugs, at least as early as 2019/2020, the exact date to be
7 determined during discovery, Defendants began making false, deceptive or misleading
8 dietary supplement health and well-being claims about the purported benefits of
9 taking Balance of Nature which they continue to this day.

10 15. For example, one of its video advertisements that appeared on its
11 website, as well as being run as part of a nationwide blitz of television ads airing in
12 states including California, features the founder of Balance of Nature products,
13 Defendant Dr. Douglas Howard, who looks into the camera and says:

14 Eating Balance of Nature Fruits and Veggies is not replacing the fruits and
15 vegetables in your diet, it is fruits and vegetables in your diet. Ask yourself,
16 how many servings of fruits and vegetables have I eaten today? Have you
17 eaten 1, 2, 3 and from how many varieties? Most people are less than three.
18 Our body is an amazing chemical laboratory. *And when you give it the right*
19 *chemistry it functions the best.* Balance of Nature is 31 fruits and
20 vegetables, prepared in a way that gives you *the ultimate whole food fruit*
and vegetable chemistry. Let Balance of Nature help you supplement your
fruit and vegetable intake *for a lot less money and a lot less work and a*
much higher quality of life.

21 See <https://www.youtube.com/watch?v=-B0cytQ4gI8>.

22 16. In another ad Dr. Howard claims that Balance of Nature "gives your
23 body the chemistry it needs to help your cells run at their optimum." See
24 https://www.youtube.com/watch?v=bzFKAGw_-D0&feature=youtu.be.

25 17. Virtually every statement Dr. Howard makes in these two videos is either
26 false, misleading or deceptive or is an intentional half-truth that deceives consumers
27 into believing that buying and taking the recommended daily dose of the Balance of
28 Nature products will provide them with meaningful nutrition that will help supplement

1 their diet and fill in any nutritional gaps that may arise from not consuming the daily
 2 requirements of fruits and vegetables – and that Balance of Nature is the “ultimate
 3 whole food fruit and vegetable chemistry” that, “for a lot less money” will provide a
 4 “higher quality of life.”

5 18. The advertisements described above are a few examples of the deceptive
 6 ads run by Defendants during the class period on both their website and in nationwide
 7 television ad campaigns.

8 19. The sum and substance of these ads communicates one unitary message -
 9 that by taking Balance of Nature Fruits and Vegetables a consumer will feel more
 10 energetic, healthier and fill in gaps in their nutrition. *See*

11 <https://www.youtube.com/watch?v=BW5BPVEcaao> (Grey haired woman says that
 12 Balance of Nature helps her keep an active lifestyle),

13 <https://www.youtube.com/watch?v=-scf3DGA7tM> (Ruthie – an older woman claims
 14 Balance of Nature gives her more energy);

15 <https://www.youtube.com/watch?v=dIz2c9sgWEk> (60 year old physical trainer who
 16 feels like she has the energy level of a 27 year old from taking Balance of Nature),

17 https://www.youtube.com/watch?v=UFkCQyI_kXw (Grey haired grandmother says
 18 she wants to stay healthy and claims that taking Balance of Nature makes her feel

19 “great”); <https://www.youtube.com/watch?v=dQkDvrJ2uQY> (Grey haired man says
 20 that he always wanted to take up surfing and Balance of Nature helped him do it, that
 21 he plans on surfing till he’s 80 and he doesn’t think he could do it without Balance of

22 Nature); <https://www.youtube.com/watch?v=GFH47tuUnok> (76 year old women

23 claims that she always had to take a nap after lunch, she just couldn’t keep her eyes
 24 open, until she started taking Balance of Nature – “I want to keep living my life with
 25 energy and Balance of Nature helps me do that”));

26 <https://www.youtube.com/watch?v=qJksR3x4S00> (Husband and wife in their early
 27 40s or so take Balance of Nature because they get more energy from it);

28 <https://www.youtube.com/watch?v=93cBiZtAuPw1> (voice over asserts that thousands

1 of nutrients found naturally in whole fruits and vegetables taking 31 of the highest
 2 quality fruit and vegetables in Balance of Nature, freeze-dried and encapsulated so
 3 that one can get the fruits and vegetables they need).

4 20. The foregoing are just a sample of the advertisements that Defendants
 5 have run on their web site and on TV claiming that taking Balance of Nature will
 6 provide one with the energy to become more active and healthier as well as improve
 7 one's health and well-being and fill in gaps in the nutrition they receive from their
 8 diets.

9 21. This same marketing message is employed by Defendants to this day. *See*
 10 <https://www.ispot.tv/ad/TSha/balance-of-nature-personal-success-story-albert-35-off>
 11 (relic hunter relates that he needs to walk ten miles at a time and that he has taken
 12 Balance of Nature for four years) (last visited Apr. 8, 2025);
 13 <https://www.ispot.tv/ad/TfnZ/balance-of-nature-rocco-c> (man 77 years old but feels
 14 like he is in his fifties, and after taking Balance of Nature for two months he feels
 15 "better"); <https://www.ispot.tv/ad/fN27/balance-of-nature-phil-simms-supplements>
 16 (former NFL quarterback says he has been taking Balance of Nature for over two
 17 years and that he "feels great" because "he knows it works"; that he wished he had the
 18 product when he was a professional football player; and that what Balance of Nature
 19 does for him is that he is "doing the right thing to live a better life," though he is a
 20 paid endorser of these products and legally required to disclose this fact it is not
 21 disclosed in this ad) (last visited Apr. 8, 2025); [https://www.ispot.tv/ad/fN27/balance-](https://www.ispot.tv/ad/fN27/balance-of-nature-phil-simms-supplements)
 22 [of-nature-phil-simms-supplements](https://www.ispot.tv/ad/fN27/balance-of-nature-phil-simms-supplements) (woman says that aging does not mean growing old
 23 and recommends Balance of Nature to maintain "your well-being" (last visited Apr. 8,
 24 2025); <https://www.ispot.tv/ad/6fMG/balance-of-nature-dr-strausburgs-success-story>
 25 (doctor says that Balance of Nature fills the void in the fruit and vegetable area and
 26 when he started taking these products he "felt better) (last visited Apr. 8, 2025).

27 22. As the above demonstrates, throughout the last four years, Defendants
 28 have made the same basic false, misleading or deceptive claims about their Balance of

1 Nature products – that they contribute to one’s health and well-being, provide energy
2 and fill in the gaps in the nutrition that one receives from their diets.

3 23. Yet, as set forth herein, nothing could be further from the truth.

4 24. Balance of Nature is sold on its website for \$89.95 for a one-time
5 purchase or at a 22% discount of \$69.95 for a one-time member fee of \$24.95 and
6 agreement to receive a shipment every 28 days.

7 25. Assuming a consumer chose to subscribe at the discounted rate of
8 \$69.95, a daily dose of Balance of Nature Fruits and Veggies would cost \$2.33.
9 However, the contribution of this daily dose to one’s daily nutritional needs is trivial.

10 26. For instance, a daily dose of Balance of Nature provides a mere 2.747 mg
11 of vitamin C at a cost of \$0.85 per mg: the Recommended Dietary Allowance (RDA)
12 is 90mg for men and 75mg women.

13 27. By way of comparison, that same consumer could pay \$0.09 for a daily
14 dose of Centrum Silver Multivitamin that provides 100 mg of vitamin C at a cost of
15 less than one cent (\$0.009) per mg along with numerous other key nutrients in
16 amounts that meet or exceed the daily requirements.²

17 28. Balance of Nature does not cost less or, more importantly, fill any gaps in
18 consumers’ daily nutritional needs.

19 29. If the comparator for the “costs less” is actual fruit or vegetables, the
20 numbers are no better as an orange has a retail cost of approximately \$1 at retail and
21 contains 51mg of vitamin C at a cost of \$0.02 per milligram.

22 30. As will be seen below, the same math applies to virtually all of the
23 vitamins or nutrients found in a serving of Balance of Nature Fruits and Veggies – not
24 only do they but the costs of the nutrients per serving in the Balance of Nature
25

26 ² The vitamin C in Centrum Silver is the same molecule as the vitamin C in the
27 Balance of Nature products. Moreover, Centrum Silver is chosen as a comparator
28 because, for the most part, Balance of Nature is marketed to those over 50 as is
Centrum Silver. However, if one uses Centrum Adults as a comparator, a 200 tablet
bottle costs 5 cents per tablet and provides 60mg of vitamin C.

1 products are shockingly excessive.

2 31. To start, there is one thing that is abundant in the Balance of Nature
3 Products – in a combined Fruit and Veggies daily 4 g dose of “Blends” – 1.5 g is
4 sugar.³

5 32. Almost 40% of the Balance of Nature products are comprised of sugar.
6 To put it in terms of cost – consumers are paying \$0.93 for 1.5 g of sugar – the single
7 largest component of the Balance of Nature products by multiples of multiples – when
8 sugar at retail costs approximately \$0.02 per gram.⁴

9 33. Consumers are paying close to 70 cents per gram for the sugar in Balance
10 of Nature or almost 35 times the retail cost of sugar.

11 34. The failure to disclose that consumers are grossly overpaying for a
12 product that is almost 40% sugar is, in itself, a material concealment of the price
13 gouging/gross overcharging committed by Defendants. It is also a material
14 concealment of the fact that almost 40% of the Balance of Nature products are vacant
15 calories provided by sugar, yet because it is in such small amounts, the sugar in
16 Balance of Nature provides no perceptible energy boost.

17 35. Those who may have bought Balance of Nature at brick and mortar
18 stores, online or Defendants’ web site would have done so based upon the labeling
19 claims that have been and still are just as misleading and deceptive.

24 ³ The levels of nutrition set forth in this complaint are nowhere to be found in any of
25 the information provided by Defendants either on the products labeling, on its website
26 or in Defendants’ advertising of the Balance of Nature Products.

27 ⁴ A four-pound bag of sugar costs \$0.81 per pound at Walmart.
<https://www.walmart.com/ip/Great-Value-Pure-Granulated-Sugar-4-lb/10315162>.
28 There are 453.592 grams of sugar in a pound at a cost of approximately 0.00178 cents
per gram of sugar – rounded out that’s 2 cent per gram.

36. As alleged above, until recently, and at least as early as 5/01/21,⁵ during the time period when Plaintiff bought her Balance of Nature products, on the top front of the Balance of Nature labels was a prominent banner with the following: “Real Food – Real Science – Real Nutrition.”



⁵ Exhibit G is a copy of Defendants’ Balance of Nature products on 3/1/23 retrieved by using the Wayback Machine. Sometime after 1/30/24, Defendants removed the “real” banners from the top front of the labeling but they continued to make the same overarching message to consumers – that taking Balance of Nature would provide consumers with more energy, improve one’s health and well-being and fill in the gaps in one’s nutrition.

Pure and Simple Whole Real Food



37. And as discussed in further detail below, Defendants also used and continue to use false and misleading descriptors of the three “blends” purportedly contained in both the Fruits and Vegetable products – describing them as “Maintain” “Fend” and “Refresh” blends furthering Defendants’ overarching theme that these products provide real health and energy benefits. These descriptors remain on the current version of the Balance of Nature Fruit and Vegetable products and continue Defendants’ false and misleading representations about the purported health benefits

1 of the Balance of Nature Fruits and Vegetables. *See*

2 <https://balanceofnature.com/products/fruits-veggies> (last visited Mar. 10, 2025).

3 38. As set forth below, each of these claims is misleading and deceptive
4 when read in the context in which they are made.

5 **DEFENDANTS' LABELING CLAIMS OF "REAL NUTRITION" ARE**
6 **MISLEADING AND DECEPTIVE**

7 39. The banner headline "real nutrition" at the top of each label is, at a
8 minimum, a half-truth calculated to deceive consumers, as the amount of "real
9 nutrition" in a combined daily dose of Balance of Nature Fruits and Veggies is so
10 small as to be trivial.⁶

11 40. The "real nutrition" banner on the front of each label imparts a concrete
12 message to the reasonable consumer - that by taking Balance of Nature they will
13 obtain nutrition that will meaningfully supplement whatever shortfalls they may have
14 in their daily intakes of fruits and vegetables and contribute to their overall health.

15 41. Again, nothing could be further from the truth.

16 42. For instance, the RDA for fiber is 38g for men and 25g for women 19-50
17 years of age respectively, and 30 and 21 grams respectively for men and women over
18 50. In accordance with the RDAs, the Daily Value for fiber is 28 grams, however the
19 average person's daily intake is around 15 grams, for an average daily shortfall of 10-
20 13 grams.

21 43. Balance of Nature Veggies contains 0.5 grams of fiber and Balance of
22 Nature Fruits contains 0.3 grams of fiber for a combined grand total of 0.8 grams of
23 fiber in the recommended daily dose.

24 ⁶ It appears that, at some point in time Defendants may have sold Balance of Nature
25 Fruits and Balance of Nature Veggies, as separate products with the same banners at
26 the top of the labels "Real Food" "Real Science" and "Real Nutrition" and that at
27 some point began selling them as a package. The deception committed by the
28 Defendants in connection with the sale of the combined product is that much worse
when, for example, the claim "real nutrition" is applied to either the Fruit or Veggie
products alone.

1 44. Thus, a daily dose of the combined fruit and veggies Balance of Nature
2 products – which costs \$69.95 for a thirty (30) day supply - or \$2.33 per day –
3 supplies less than one gram of fiber – hardly “real nutrition” when the Daily Value is
4 28 grams and the shortfall is 10 grams per day.

5 45. Moreover, as noted above, Defendants market Balance of Nature as
6 helping to fill in the gap between what our daily requirements are and what we eat for
7 a variety of vitamins as well as fiber.

8 46. Providing less than one gram of fiber when our average daily shortfall is
9 10 grams is hardly “real nutrition” and does not provide any meaningful
10 supplementation to fill in the gap – particularly when one considers that a daily dose
11 of Balance of Nature Fruits and Veggies costs \$2.33 per day.

12 47. For instance, if one tried to fill the 10 gram gap in meeting their daily
13 requirements of fiber solely from taking Balance of Nature Fruits and Veggies, it
14 would cost them close to \$24 per day.

15 48. An apple – which on average costs \$1.00 - provides 4.4 grams of fiber
16 but to gain that amount of fiber from Balance of Nature would cost almost ten times
17 more at a little more than 10 dollars.

18 49. Or if one wants to go the route of a supplement, by way of comparison,
19 one dose of Metamucil fiber gummies contains 5 grams of fiber per serving at a cost
20 of 21 cents per day – while the same amount of fiber from Balance of Nature would
21 cost \$14.02 per day – or 67 times more than what a simple 5 gram fiber gummy would
22 cost. See <https://www.amazon.com/Metamucil-Supplement-Gummies-Orange-Prebiotic/dp/B0BDP24LP4/>.
23

24 50. The same is true for the other vitamins and nutrients found in the Balance
25 of Nature Fruit and Veggie products.

26 51. For instance, Balance of Nature Fruits provides 1.88 mg of vitamin C and
27 Balance of Nature Veggies provides 0.867 mg of vitamin C for a combined total of
28 2.747 mg of vitamin from a daily dose that costs \$2.33.

1 52. The Recommended Dietary Allowance (“RDA”) for vitamin C for
2 women is 75 mg and 90 mg for men.

3 53. Thus, if the objective is to fill in the gap between consumers’ intake and
4 the daily requirement, an additional 2.747 mg of vitamin C does not provide a
5 meaningful contribution. The combined daily dose of vitamin C in Balance of Nature
6 Fruit and Veggies does not constitute “real nutrition” from a reasonable consumer’s
7 viewpoint.

8 54. For example, a \$2.33 daily dose of combined fruits and veggies provides
9 a mere 4.6% of the daily requirement for vitamin C when for \$.09 per day a Centrum
10 Silver 50+ provides 67% of the daily requirement. To get the same amount of vitamin
11 C from the Balance of Nature product would cost upwards of \$36.00.

12 55. The same is true for all of the key vitamins as a \$2.33 daily dose of the
13 Balance of Nature products provide 0.4% of the daily requirement of vitamin B2 and
14 0.2% vitamin B3 whereas a Centrum Silver provides 131% of the daily requirement of
15 B2 and 125% of the vitamin B3.

16 56. In sum, a daily dose of the Balance of Nature products provides minimal
17 to trivial amounts of key nutrients all at an exorbitant cost:

- 18 • Vitamin C – 4.6% of the daily requirement (Centrum Silver
19 provides 67%)
- 20 • Potassium – 1.7% of the daily requirement (Centrum Silver –
21 2%)
- 22 • Calcium – 1.6% of the daily requirement (Centrum Silver –
23 17%)
- 24 • Vitamin B 2 – 0.4% (Centrum Silver 131%)
- 25 • Vitamin B 3- 0.2% (Centrum Silver 125%)
- 26 • Folate – 2.2% (Centrum Silver 167%)
- 27 • Vitamin A – 9.7% (Centrum Silver 83%)
- 28 • Vitamin E – 1.1% (Centrum Silver 150%)
- Vitamin K – 20.5% (Centrum Silver 25%)

1 57. Reasonable consumers would expect that a product that claims it
2 provides “real nutrition” or that it fills in gaps in their nutrition would provide
3 nutrition that would meaningfully contribute to their overall health and well-being and
4 yet as the above demonstrates, nothing could be further from the truth.

5 58. In addition, while Defendants made express claims about the material
6 nutritional benefits of the Balance of Nature products, the nutritional values set forth
7 above are concealed from consumers as nowhere on the product labeling or on their
8 website are the nutritional values of the products provided.

9 59. Instead, on the back of the labels, Defendants tell consumers of the
10 Balance of Nature Fruits that each product contains three blends each containing an
11 amorphous combination of fruits or vegetables that Defendants call (1) a maintain
12 blend (2) a fend blend and (3) a refresh/repair blend – each of which imparts false or
13 deceptive messages that the Balance of Nature products maintain, fend and
14 refresh/repair when the trivial amount of nutrition they provide could do no such
15 thing.

16 60. Defendants’ failure to provide the actual nutritional values while
17 claiming that the products fill in nutritional gaps and help “maintain”, “protect”, and
18 “repair” is a material omission.

19 61. The nutrition provided by Balance of Nature is trivial.

20 62. A daily dose of Balance of Nature combined Fruits and Veggies contains
21 less than 3 mg of vitamin C, an orange has 59 mg of vitamin C
22 (<https://fdc.nal.usda.gov/fdc-app.html#/food-details/746771/nutrients>) and even a
23 banana has close to 9 mg of vitamin C and 358 mg of potassium
24 (<https://fdc.nal.usda.gov/fdc-app.html#/food-details/173944/nutrients>).

25 63. Likewise, one tomato provides 13.7 mg of vitamin C and 237 mg of
26 potassium (<https://fdc.nal.usda.gov/fdc-app.html#/food-details/1103276/nutrients>) and
27 one potato provides 19.7 mg of vitamin C and 425 mg of potassium
28 (<https://fdc.nal.usda.gov/fdc-app.html#/food-details/170026/nutrients>).

1 72. By calling the combination of freeze-dried/pulverized vegetables the
2 “maintain blend”, defendants falsely impart the message that taking Balance of Nature
3 will maintain one’s health or well-being, when, as set forth above there is no possible
4 meaningful nutrition provided by the products.

5 73. On the back of the label of Balance of Nature veggies defendants state
6 that there is also 713 mg of what they call a “Protect Blend” or “Fend Blend”
7 comprised of “garlic (clove), red cabbage (head), red onion (bulb), soybean (seed),
8 carrot (root), kale (leaf), cayenne pepper (fruit and seeds), shitake mushroom (whole)
9 wheatgrass (leaves) sweet potato (tuber).

10 74. By calling the combination of freeze-dried/pulverized vegetables the
11 “protect blend” or “fend blend”, defendants falsely impart the message that taking
12 Balance of Nature will provide some sort of protection for one’s health, when, as seen
13 above, the level of nutrients in the veggie blend is negligible.

14 75. Finally, on the back of the Balance of Nature veggies Defendants
15 represent that it contains 576mg of yet another blend which they call “Repair Blend”
16 or “Refresh Blend” that purportedly contains “carrot (root), kale (leaf), green onion
17 (scape), soybean (seed), spinach (leaf), cauliflower (whole head), celery (stalk),
18 zucchini (fruit), imparting that this product will somehow repair consumers health or
19 bodies.

20 76. The Balance of Nature Fruits product is no different as, per Defendants, it
21 too has three blends “maintain (731 mg), protect/fend (719 mg) and repair (561 mg)”,
22 each containing entirely different ingredients in their respective “maintain”
23 “protect/Fend” and “repair” blends than those on the back of the Vegetable label.

24 77. By representing that the Balance of Nature veggie and fruit products
25 contain blends called “maintain”, “protect” and “repair” Defendants are falsely or
26 deceptively representing that the Balance of Nature products maintain, protect/fend
27 and repair one’s health when it is not possible for these products to do anything at all
28 other than lighten the pocketbooks of consumers.

PARTIES

82. During the relevant time period (e.g. no more than three years prior to the filing of this lawsuit), Plaintiff Barbara Kopels resided within this district in Murrieta, California. Plaintiff saw Balance of Nature advertised on Fox News shortly before she made her first purchase on February 13, 2023. The message she received and relied upon from seeing Balance of Nature on television was consistent with the overarching message presented on the Balance of Nature labeling, the YouTube advertisements and on Defendants' web site – that taking the Balance of Nature products would fill in the gaps in the nutrition she obtained from eating food, provide her with health benefits, and revitalize/energize her. Likewise, when she went to Defendants' web site she also saw the labeling which further confirmed the message she had seen on TV – that Balance of Nature would fill in gaps in her nutrition, provide health benefits and revitalize/energize her. Plaintiff Kopels subscribed to the purchase of the Balance of Nature products from Defendants online and paid for the products by credit card from February 13, 2023, through November 10, 2023. She paid approximately \$49.95 to \$69.95 per month for seven months in total. She discontinued her purchasing of Defendants' Balance of Nature Products when she concluded that despite taking the products for an extended period that the products did not provide her the represented benefits detailed above. That is because the Balance of Nature products Plaintiff Kopels purchased did not and could not provide such benefits. As a result, Plaintiff Kopels suffered injury in fact and lost money. Had Plaintiff known the truth about Defendants' misrepresentations, she would not have purchased the Balance of Nature products.

83. While she cannot recall the precise TV ads she saw, they all convey the same message. The following are just some of the advertisements that Defendants were running on television at or about the time that Plaintiff made her purchases.⁷

⁷ While the specific ads Plaintiff can recall seeing or relying upon might be determined after discovery, it is not required that she do so, particularly since these

1 These ads conveyed and imparted messages consistent with those that Plaintiff recalls
 2 relying upon and are consistent with what is stated on the product labeling:

- 3 (a) Balance of Nature TV Spot, 'More Affordable Than You Think'
 4 Featuring Sebastian Gorka, iSpot.tv (Nov. 5, 2020),
 5 [https://www.ispot.tv/ad/ttUa/balance-of-nature-coffee-culture-featuring-](https://www.ispot.tv/ad/ttUa/balance-of-nature-coffee-culture-featuring-sebastian-gorka)
 6 [sebastian-gorka](https://www.ispot.tv/ad/ttUa/balance-of-nature-coffee-culture-featuring-sebastian-gorka) (“Sebastian Gorka compares the price of Balance of
 7 Nature to purchasing a couple cups of coffee a month. The radio show
 8 host asserts that the product is a much better deal because instead of
 9 consuming overpriced lattes, you are **improving your health.**”) (emphasis added).
- 10 (b) Balance of Nature TV Spot, ‘Optometric Physician: Eye Health,’ iSpot.tv
 11 (Nov. 5, 2020), [https://www.ispot.tv/ad/ttUf/balance-of-nature-](https://www.ispot.tv/ad/ttUf/balance-of-nature-optometric-physician-eye-health)
 12 [optometric-physician-eye-health](https://www.ispot.tv/ad/ttUf/balance-of-nature-optometric-physician-eye-health) (“Paul Gooch, an optometric physician,
 13 endorses Balance of Nature. He claims to recommend the supplements to
 14 his patients as **an easy way for them to get more nutrition.**”) (emphasis
 15 added).
- 16 (c) Balance of Nature TV Spot, 'Scientifically Formulated,' iSpot.tv (Dec.
 17 27, 2020), [https://www.ispot.tv/ad/triO/balance-of-nature-scientifically-](https://www.ispot.tv/ad/triO/balance-of-nature-scientifically-formulated)
 18 [formulated](https://www.ispot.tv/ad/triO/balance-of-nature-scientifically-formulated) (“Balance of Nature stresses that meals impact every part of
 19 the human bodies. Because of this, the brand created its line of products,
 20 **which is said to be highly nutritious** and free of toxins.”) (emphasis
 21 added).
- 22 (d) Balance of Nature TV Spot, 'A Believer,' iSpot.tv (Feb. 5, 2021),
 23 <https://www.ispot.tv/ad/tax4/balance-of-nature-a-believer> (“A doctor was
 24 invited to be part of a year-long study on the effects of Balance of Nature
 25 supplements. He was pleasantly surprised to find that consumers
 26 responded positively to the products and says the supplements help get
 27 fruits and vegetables into the human body **for greater health benefits.**”) (emphasis added).
- 28 (e) Balance of Nature TV Spot, ‘Diane the Gardener,’ iSpot.tv (Mar. 19,
 29 2021), <https://www.ispot.tv/ad/OL3F/balance-of-nature-diane-the->

30 products are marketed to elderly persons., Plaintiff was exposed to, received and
 31 relied upon the same overarching message imparted by these ads, defendants’ web site
 32 and Defendants’ labeling – that the Balance of Nature products would fill in
 33 nutritional gaps, help her health or well-being and increase her energy.

1 gardener (“Diane, an avid gardener and flower-arranger, declares that she
 2 doesn't want to stop doing what she loves anytime soon. When **she began**
 3 **to accumulate both back and sleep problems**, she was worried **she'd**
 4 **never be able to garden again**; however, ever since she began taking
 5 Balance of Nature vitamins, **she's claims to be feeling great.**”) (emphasis added).

- 6 (f) Balance of Nature TV Spot, 'Whole Fruits and Vegetables: 35% Off,'
 7 iSpot.tv (May 20, 2021), [https://www.ispot.tv/ad/Op1k/balance-of-](https://www.ispot.tv/ad/Op1k/balance-of-nature-whole-fruits-and-vegetables-35-off)
 8 [nature-whole-fruits-and-vegetables-35-off](https://www.ispot.tv/ad/Op1k/balance-of-nature-whole-fruits-and-vegetables-35-off) (“Balance of Nature
 9 emphasizes the importance of **eating a diet rich in fruits and vegetables**
 10 because they are **scientifically proven to** provide numerous benefits to
 11 your body. Its supplements are said to consist of whole and natural
 12 produce that **provides your body with the nutrition it needs.**”) (emphasis added).

13 84. These videos or similar videos were running at or around the time
 14 Plaintiff made her purchases, and the messages conveyed and imparted are consistent
 15 with what was communicated, conveyed and imparted to her by Defendants, all of
 16 which led to her purchase of the products. These ads in combination with the Balance
 17 of Nature labeling imparted an overarching message that Balance of Nature provided
 18 health benefits, energy, and meaningful nutrition.

19 85. Whether Plaintiff or the class members saw all of the ads listed in
 20 Paragraph 84, just one or a few, viewed the bottles at a brick and mortar store, or went
 21 to Defendants’ web site, they would have received the same unitary message , – that
 22 the Balance of Nature products improve one’s health and well-being, provide energy
 23 and fill in the gaps in one’s nutrition from their diets.

24 86. Defendant Evig is a limited liability company incorporated in Nevada
 25 and in Utah as a foreign limited liability company with its principal place of business
 26 at 1568 S River Rd., St.200, St. George, UT 84790 (“Defendants’ Establishment”),
 27 within the jurisdiction of this Court. Defendant Evig, an own-label distributor, sells
 28 and promotes three products labeled as dietary supplements under the brand name
 Balance of Nature: (1) Whole Produce Fruits, capsules, and (2) Whole Produce

1 Veggies, capsules. These products are manufactured by Premium Production, LLC
2 using freeze dried fruits and vegetables in powder form.

3 87. Defendant Dr. Douglas Howard was CEO/Manager of Evig prior to his
4 transferring ownership to his son Douglas Howard. He was responsible for the
5 products formulation as well as all of the misrepresentations, falsehoods and
6 deceptions alleged herein in that as a spokesperson he has identified with, made, and
7 endorsed the misrepresentations alleged herein.

8 **CLASS DEFINITION AND ALLEGATIONS**

9 88. Plaintiff brings this action on behalf of herself and all other similarly
10 situated California consumers pursuant to Rule 23(a), (b)(2) and (b)(3) of the Federal
11 Rules of Civil Procedure and seeks certification of the following Class:

12 **California-Only Class Action**

13 All California consumers who, since three years prior to the date of the
14 filing of this action purchased Balance of Nature until the date notice is
15 disseminated. Excluded from this Class are Defendants and the officers,
16 directors and employees of any related entity and those who purchased
Balance of Nature for the purpose of resale.⁸

17 89. ***Numerosity.*** The members of the Class are so numerous that joinder of
18 all members of the Class is impracticable. Plaintiff is informed and believes that the
19 proposed Class contains thousands of purchasers of Balance of Nature who have been
20 damaged by Defendant's conduct as alleged herein. The precise number of Class
21 members is unknown to Plaintiff.

22 90. ***Existence and Predominance of Common Questions of Law and Fact.***
23 This action involves common questions of law and fact, which predominate over any
24
25

26 ⁸ Contemporaneous with the filing of this complaint, Plaintiff's counsel will send
27 Defendants a 30-day letter under the CLRA and Warranty statutes, and if Defendants
28 do not provide complete class-wide relief, Plaintiff will amend her complaint to add
these claims as well.

1 questions affecting individual Class members. These common legal and factual
2 questions include, but are not limited to, the following:

- 3 (a) whether Defendants' representations discussed above are misleading, or
4 objectively reasonably likely to deceive;
- 5 (b) whether the alleged conduct constitutes violations of the laws asserted;
- 6 (c) whether Defendants engaged in false or misleading advertising;
- 7
- 8 (d) whether Plaintiffs and Class members have sustained monetary loss and
9 the proper measure of that loss; and
- 10 (e) whether Plaintiff and Class members are entitled to other appropriate
11 remedies the Court in the exercise of its discretion deems appropriate.

12 91. **Typicality.** Plaintiff's claims are typical of the claims of the members of
13 the Class because, *inter alia*, all Class members were injured through the uniform
14 misconduct described above and were subject to Defendants' deceptive, false and
15 misleading representations as set forth above. Plaintiff is also advancing the same
16 claims and legal theories on behalf of herself and all members of the Class.

17 92. **Adequacy of Representation.** Plaintiff will fairly and adequately protect
18 the interests of the members of the Class. Plaintiff has retained counsel experienced in
19 complex consumer class action litigation, and Plaintiff intends to prosecute this action
20 vigorously. Plaintiff has no adverse or antagonistic interests to those of the Class.

21 93. **Superiority.** A Class action is superior to all other available means for the
22 fair and efficient adjudication of this controversy. The damages or other financial
23 detriment suffered by individual Class members is relatively small compared to the
24 burden and expense that would be entailed by individual litigation of their claims
25 against Defendants. It would thus be virtually impossible for members of the Class, on
26 an individual basis, to obtain effective redress for the wrongs done to them.
27 Furthermore, even if Class members could afford such individualized litigation, the
28 court system could not. Individualized litigation would create the danger of

1 inconsistent or contradictory judgments arising from the same set of facts.
2 Individualized litigation would also increase the delay and expense to all parties and
3 the court system from the issues raised by this action. By contrast, the class action
4 device provides the benefits of adjudication of these issues in a single proceeding,
5 economies of scale, and comprehensive supervision by a single court, and presents no
6 unusual management difficulties under the circumstances here.

7 94. Unless a Class is certified, Defendants will retain monies received as a
8 result of their conduct that was taken from Plaintiff and Class members.

9 **COUNT I**

10 **Violation of Bus & Prof. Code §17200**

11 95. Plaintiff and Class members reallege and incorporate by reference each
12 allegation set forth above and further allege as follows.

13 96. Plaintiff brings her claims individually and on behalf of the Class.

14 97. As alleged herein, Plaintiff has suffered injury in fact and lost money or
15 property as a result of Defendants' conduct because she purchased Balance of Nature
16 in reliance on Defendants' misrepresentations, deceptions and falsehoods alleged
17 herein but did not receive a Product as represented.

18 98. The California Code, Business and Professions Code (BCP § 17200, *et*
19 *seq.*) and similar laws in other states, prohibits any "unlawful," "fraudulent" or
20 "unfair" business act or practice and any unfair, deceptive, untrue, or misleading
21 advertising.

22 99. Defendants misrepresented on each and every Product package, their web
23 site and TV commercials, the misrepresentations, falsehoods and deceptions alleged
24 herein.

25 100. Plaintiff and other members of the Class have in fact been deceived as a
26 result of their exposure to and reliance on Defendant's material representations, which
27 are described above. This has caused harm to Plaintiff and other members of the Class
28 who each purchased the Balance of Nature Fruit and Vegetable products. Plaintiff and

1 the other Class members have suffered injury in fact and lost money as a result of
2 these unlawful, unfair, and fraudulent practices.

3 101. As a result of its deception, Defendants have been able to reap unjust
4 revenue and profit.

5 102. Plaintiff, on behalf of herself, all others similarly situated, and the general
6 public, seeks restitution of all money obtained from Plaintiff and the members of the
7 Class collected as a result of Defendants' consumer frauds.

8 **PRAYER FOR RELIEF**

9 Wherefore, Plaintiff prays for a judgment:

- 10 A. Certifying the Class as requested herein;
11 B. An award of Plaintiff's and the class's damages; or
12 C. Awarding restitution and disgorgement of Defendant's revenues to
13 Plaintiff and the proposed Class members as unjust enrichment;
14 D. Awarding attorneys' fees and costs; and
15 E. Providing such further relief as may be just and proper.

16 Dated: May 1, 2025

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Counsel for Plaintiff and Proposed Class

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**I. (a) PLAINTIFFS** (Check box if you are representing yourself ☐)

BARBARA KOPELS, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Riverside, CA

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

Michael McShane, Esq. (CA SBN 127944)
Audet & Partners, LLP, (415) 568-2555
711 Van Ness Ave, Ste 500
San Francisco, CA 94102,**DEFENDANTS** (Check box if you are representing yourself ☐)

Evig LLC dba Balance of Nature and Dr. Douglas Howard

County of Residence of First Listed Defendant Washington, UT

(IN U.S. PLAINTIFF CASES ONLY)

Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1. U.S. Government Plaintiff
- ☐ 2. U.S. Government Defendant
- ☐ 3. Federal Question (U.S. Government Not a Party)
- ☒ 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

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

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)**CLASS ACTION under F.R.Cv.P. 23:** ☒ Yes ☐ No **MONEY DEMANDED IN COMPLAINT:** \$**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Violation of California Bus & Prof. Code §17200, et seq.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> TORTS	<input type="checkbox"/> PERSONAL PROPERTY	<input type="checkbox"/> 530 General	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 (DTSA)
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> Other:	<input type="checkbox"/> SOCIAL SECURITY
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 485 Telephone Consumer Protection Act	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> FORFEITURE/PENALTY	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> FEDERAL TAX SUITS
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> REAL PROPERTY	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> LABOR	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 896 Arbitration		<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 444 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number:

CV-71 (06/24)

CIVIL COVER SHEET

Page 1 of 3

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

QUESTION A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question C. If "yes," answer Question B.1, at right.	B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question B.2.
	B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.

QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question D. If "yes," answer Question C.1, at right.	C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question C.2.
	C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →	<input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.

QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D.1. Is there at least one answer in Column A? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. →	D.2. Is there at least one answer in Column B? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓
---	---

QUESTION E: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: →	EASTERN

QUESTION F: Northern Counties?
Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**IX(a). IDENTICAL CASES:** Has this action been previously filed in this court?☒ NO☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court?☒ NO☐ YES

If yes, list case number(s): _____

If yes, you must file a Notice of Related Cases. See Local Rule 83-1.3.**Civil cases** are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. STATEWIDE OR NATIONWIDE RELIEF: Does this case seek to bar or mandate enforcement of a state or federal law and seek declaratory or injunctive relief on a statewide or nationwide basis?☐ NO☒ YES**If yes, see Local Rule 83-11 for additional requirements.****XI. SIGNATURE OF ATTORNEY****(OR SELF-REPRESENTED LITIGANT):** /s/ Michael McShane

DATE: 05/01/2025

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))