

Todd M. Friedman (SBN 216752)
Adrian R. Bacon (SBN 280332)
LAW OFFICES OF TODD M. FRIEDMAN, P.C.
21031 Ventura Blvd Suite 340
Woodland Hills, CA 91364
Phone: 323-306-4234
Fax: 866-633-0228
tfriedman@toddfllaw.com
abacon@toddfllaw.com
Attorneys for Plaintiff, and all others similarly situated

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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Gnade, Deputy Clerk**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
UNLIMITED JURISDICTION**

NARGUESS NOOHI, individually, and on
behalf of others similarly situated,

Plaintiff,

vs.

THE HERSHEY COMPANY,

Defendant.

Case No. **25STCV11697**

CLASS ACTION COMPLAINT

- (1) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17500 *et seq.*) and
- (2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*)

Jury Trial Demanded

(Amount to exceed \$35,000)

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1 Now comes the Plaintiffs, NARGUESS NOOHI (“Plaintiff”), individually and on behalf
2 of all others similarly situated, by and through her attorneys, and for her class action Complaint
3 against the Defendant, THE HERSHEY COMPANY (“Defendant”), Plaintiff alleges and states
4 as follows:

4 **PRELIMINARY STATEMENTS**

5 1. This is an action for damages, injunctive relief, and any other available legal or
6 equitable remedies, for violations of Unfair Competition Law (Cal. Business & Professions Code
7 §§ 17500 *et seq.*, and Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et*
8 *seq* resulting from the illegal actions of Defendant, in advertising and labeling its products as
9 containing “no artificial preservatives” when the products contain citric acid and lactic acid.
10 Plaintiffs allege as follows upon personal knowledge as to themselves and their own acts and
11 experiences, and, as to all other matters, upon information and belief, including investigation
12 conducted by their attorneys.

12 **JURISDICTION AND VENUE**

13 2. This class action is brought pursuant to California Code of Civil Procedure § 382.
14 All causes of action in the instant complaint arise under California statutes.

15 3. This court has personal jurisdiction over Defendant, because Defendant does
16 business within the State of California and County of Los Angeles.

17 4. Venue is proper in this Court because Defendant does business *inter alia* in the
18 county of Los Angeles and a significant portion of the conduct giving rise to Plaintiffs Claims
19 happened here.

19 **PARTIES**

20 5. Plaintiff Narguess Noohi is an individual who was at all relevant times residing in
21 Los Angeles County, California.

22 6. Defendant is a Delaware corporation headquartered in Hershey, Pennsylvania.

23 7. At all times relevant hereto, Defendant was engaged in the manufacturing,
24 marketing, and sale of marinera sauce.

24 **FACTS COMMON TO ALL COUNTS**

25 8. Defendant manufactures, advertises, markets, sells, and distributes products
26 throughout California and the United States under brand name Pirate’s Booty.
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1 9. During the Class Period Defendant labeled the following Pirate’s Booty snacks
2 (the “Products”) as containing “no artificial preservatives” when they contain citric acid and lactic
3 acid:

- 4 a. Aged White Cheddar Puffs (citric acid);
- 5 b. Cheddar Blast Puffs (citric acid, lactic acid);
- 6 c. Smart Puffs (citric acid, lactic acid);

7 10. Defendant uses artificial citric acid in the Products. Many commercial food
8 manufactures, including Defendants, use a synthetic form of citric acid that is derived from heavy
9 chemical processing.¹ Commercially produced citric acid is manufactured using a type
10 biologically engineered black mold called *Aspergillus niger*.² Chemical solvents such as n-octyl
11 alcohol and synthetic isoparaffinic petroleum hydrocarbons are used to extract citric acid from
12 aspergillus niger fermentation liquor.³ Citric acid produced through chemical solvent extraction
13 contains residues of those chemical solvents.

14 11. Consumption of manufactured citric acid has been associated with adverse health
15 events like joint pain with swelling and stiffness, muscular and stomach pain, as well as shortness
16 of breath.⁴ Defendant uses synthetic manufactured citric acid in the Products.

17 12. In warning letters sent to Oak Tree Farm Dairy, Inc. and the Hirzel Canning
18 Company, the FDA warned that certain products were misbranded under the Federal Food Drug
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23 ¹ A. Hesham, Y. Mostafa & L. Al-Sharqi, *Optimization of Citric Acid Production by
Immobilized Cells of Novel Yeast Isolates*, 48 MYCOBIOLOGY 122, 123 (2020),
available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7178817/>

24
25 ² *Id*; Pau Loke Show, *et al.*, *Overview of citric acid production from Aspergillus niger*,
FRONTIERS IN LIFE SCIENCE, 8:3, 271-283 (2015), available at
<https://www.tandfonline.com/doi/full/10.1080/21553769.2015.1033653>

26 ³ 21 CFR 173.280

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

1 and Cosmetics Act because adding citric acid to the products precluded the use of the term
2 “natural” to describe the products.⁵

3 13. Citric acid acts as a preservative when added to food products, including the
4 Products at issue. The FDA has listed citric acid as a preservative in its “Overview of Food
5 Ingredients, Additives and Colors”.⁶

6 14. In a warning letter sent to Chiquita Brands International, Inc. and Fresh Express,
7 Inc., the FDA warned that certain products were misbranded under the Federal Food Drug and
8 Cosmetics Act because they “contain the *chemical preservatives ascorbic acid and citric acid* but
9 their labels fail to declare these *preservatives* with a description of their functions. 21 C.F.R. [§]
10 101.22” (emphasis added).⁷

11 15. The Agricultural Marketing Service of the United States Department of
12 Agriculture (“USDA”) has also recognized the use of citric acid as a preservative stating that
13 “Citric acid has a wide variety of uses, some of which can provide preservative functions,
14 primarily though lowering the pH of the food.”⁸

15 16. The USDA’s Food Safety Inspection Service’s “Guideline for Label Approval”
16 states that “[s]ome common chemical preservatives include BHA, BHT, calcium propionate, citric
17 acid, natamycin and sodium propionate.”⁹

18 17. Defendant uses manufactured, artificial lactic acid in the Products.

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23 ⁵ See **Exhibits A and B** attached hereto

24 ⁶ *Overview of Food Ingredients, Additives & Colors*, FOOD AND DRUG
25 ADMINISTRATION, available at
[https://web.archive.org/web/20220901032454/http://www.fda.gov/food/food-ingredients-
packaging/overview-food-ingredients-additives-colors](https://web.archive.org/web/20220901032454/http://www.fda.gov/food/food-ingredients-packaging/overview-food-ingredients-additives-colors)

26 ⁷ See **Exhibit C** attached hereto.

27 ⁸ *Citric Acid and Salts*, UNITED STATES DEPARTMENT OF AGRICULTURE, available at
<https://www.ams.usda.gov/sites/default/files/media/Citric%20Acid%20TR%202015.pdf>.

28 ⁹ FSIS Guideline for Label Approval, UNITED STATES DEPARTMENT OF AGRICULTURE,
available at [https://www.fsis.usda.gov/sites/default/files/media_file/documents/FSIS-GD-
2023-0001.pdf](https://www.fsis.usda.gov/sites/default/files/media_file/documents/FSIS-GD-2023-0001.pdf)

1 18. Manufactured lactic acid is produced through genetically engineered bacterial
2 fermentation and acid base synthesis. Genetically engineered bacteria are fed a carbohydrate
3 feedstock like glucose or sucrose and excrete lactic acid as a part of their biological metabolic
4 process.¹⁰ Lactic acid is then collected and refined by removing dead bacteria cells through Rotary
5 Drum Vacuum Filter.¹¹ Lactic acid is then purified and extracted by adding a calcium salt like
6 calcium carbonate CaCO₃ (lime, chalk) to cause a spontaneous synthetic acid-base reaction
7 between the calcium carbonate and the lactic acid.¹² The result of that synthetic reaction is the
8 salt calcium lactate. To purify and successfully convert the calcium lactate to lactic acid an
9 additional industrial chemical, sulfuric acid is added to produce lactic acid and calcium sulfate
10 (gypsum) the gypsum is then collected, and the lactic acid can then be further purified with organic
11 solvents.¹³

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13 19. On January 29, 2025, Plaintiff purchased one of the Products from a Sprouts
14 located in Los Angeles, California.

15 20. When purchasing the Products Plaintiff made her purchasing decision because of
16 the labeling on the Product that read “no artificial preservatives”.

17 21. Plaintiff, and reasonable consumers, understand the term “artificial” based on
18 common parlance such that “artificial” means “made, produced, or done by people”.¹⁴

19 22. Persons, like Plaintiff herein, have an interest in purchasing products that do not
20 contain false and misleading claims.

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25 ¹⁰ Brin, *Biochem. Prepn.*, **3**, 61 (1953).

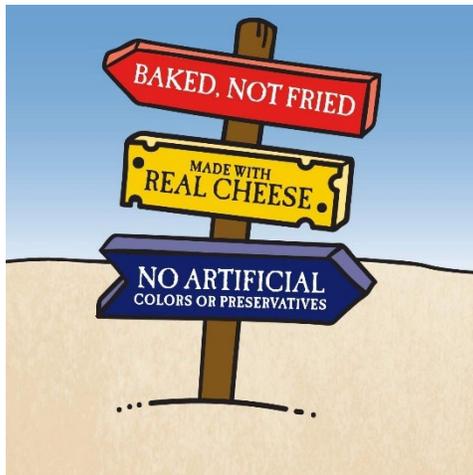
26 ¹¹ G.K. Chotani et al., in *Handbook of Indus. Chem. & Biotech.*, 1495 (J.A. Kent et al.
eds., Springer 2017).

27 ¹² G.K. Chotani et al., in *Handbook of Indus. Chem. & Biotech.*, 1495 (J.A. Kent et al.
eds., Springer 2017); A.O. Ojo & O. de Smidt, *Processes*, **11**, 688 (2023).

28 ¹³ *Id.*

¹⁴ Artificial, Merriam-Webster, <https://www.merriam-webster.com/dictionary/artificial>
(last visited Mar. 13, 2025).

1 23. The following photos include examples of the Products' packaging including the
2 relevant labeling:



23 24. Plaintiff has been deprived of her legally-protected interest to obtain true and
24 accurate information about the consumer products she buys as required by California Law.

25 25. As a result, Plaintiffs and the class members have been misled into purchasing
26 Products that did not provide them with the benefit of the bargain they paid money for, namely
27 that the Products would not contain artificial preservatives.

28 26. Plaintiffs and the Class Members expected to receive the benefit of avoiding the
negative potential effects of consuming artificial preservatives, however they have been deprived
of that benefit because the Products contain artificial citric acid and lactic acid.

1 27. Alternatively, Plaintiffs would not have purchased the Products in lieu of other
2 similar Products without Defendant’s misleading “no artificial preservatives” label.

3 28. Plaintiffs and the Class Members paid a price premium to receive premium
4 products that did not contain artificial preservatives, instead Plaintiffs received non-premium
5 products containing artificial preservatives.

6 29. Plaintiff did not understand that the Products contained artificial preservatives
7 when she purchased them.

8 30. Furthermore, due to Defendant’s intentional, deceitful practice of labeling the
9 Products as containing “no artificial preservatives”, Plaintiff could not have known that the
10 Products contained artificial preservatives.

11 31. By making false and misleading claims about the qualities of the Products,
12 Defendant impaired Plaintiffs’ ability to choose the type and quality of the Products they chose
13 to buy.

14 32. Worse than the lost money, Plaintiffs and the class members have been deprived
15 of their protected interest to choose the type and quality of the products they ingest.

16 33. Defendant, and not Plaintiff, the Class, or Sub-Class, knew or should have known
17 that the Products included artificial preservatives, and that Plaintiff, the Class, and Sub-Class
18 members would not be able to tell the Products contained artificial preservatives unless Defendant
19 expressly told them, as required by law.

20 34. Plaintiffs regularly visit stores where the Products are sold and will likely be
21 exposed to Defendant’s “no artificial preservatives” labeling in the future. However, unless
22 Defendant is forced to correct the fraudulent labeling or remove the synthetic preservatives,
23 Plaintiff will be unable to determine if Defendant’s “no artificial preservatives” label accurately
24 reflects the true contents of the Products.

25 35. Plaintiffs believe that products without artificial preservatives are superior in
26 quality to products that contain artificial preservatives, and desires to purchase Products that do
27 not contain artificial preservatives as Defendant advertised the Products to be.

28 36. Plaintiff may purchase the Products again in the future, and as a result they will be
harmful if Defendant is not forced to correct the fraudulent labeling or remove the artificial
preservatives.

37. As a result of Defendants’ acts and omissions outlined above, Plaintiff has suffered
concrete and particularized injuries and harm, which include, but are not limited to, the following:

- a. Lost money;
- b. Wasting Plaintiff's time; and
- c. Stress, aggravation, frustration, loss of trust, loss of serenity, and loss of confidence in product labeling.

CLASS ALLEGATIONS

38. Plaintiff brings this action on behalf of themselves and all others similarly situated, as members of the proposed class (the "Class"), defined as follows:

All persons within the United States who purchased the Products within four years prior to the filing of the Complaint through to the date of class certification.

39. Plaintiff also brings this action on behalf of himself and all others similarly situated, as a member of the proposed California sub-class (the "Sub-Class"), defined as follows:

All persons within California who purchased the Products within four years prior to the filing of the Complaint through to the date of class certification.

40. Defendant, their employees and agents are excluded from the Class and Sub-Class. Plaintiff does not know the number of members in the Class and Sub-Class, but believe the members number in the thousands, if not more. Thus, this matter should be certified as a Class Action to assist in the expeditious litigation of the matter.

41. The Class and Sub-Class are so numerous that the individual joinder of all of their members is impractical. While the exact number and identities of their members are unknown to Plaintiff at this time and can only be ascertained through appropriate discovery, Plaintiff is informed and believes and thereon alleges that the Class and Sub-Class include thousands, if not millions of members. Plaintiff alleges that the class members may be ascertained by the records maintained by Defendant.

42. This suit is properly maintainable as a class action pursuant to Fed. R. Civ. P. 23(a) because the Class and Sub-Class are so numerous that joinder of their members is impractical and the disposition of their claims in the Class Action will provide substantial benefits both to the parties and the Court.

43. There are questions of law and fact common to the Class and Sub-Class affecting the parties to be represented. The questions of law and fact common to the Class and Sub-Class

1 predominate over questions which may affect individual class members and include, but are not
2 necessarily limited to, the following:

- 3 a. Whether the Defendant intentionally, negligently, or recklessly
4 disseminated false and misleading information by labeling the Products as
5 containing “no artificial preservatives” when the Products contain citric
6 acid and lactic acid;
7 b. Whether the Class and Sub-Class members were informed that the
8 Products contained artificial citric acid and lactic acid;
9 c. Whether the Products contained artificial citric acid and lactic acid;
10 d. Whether Defendant’s conduct was unfair and deceptive;
11 e. Whether Defendant unjustly enriched itself as a result of the unlawful
12 conduct alleged above;
13 f. Whether the inclusion of artificial citric acid and lactic acid in the Products
14 is a material fact;
15 g. Whether there should be a tolling of the statute of limitations; and
16 h. Whether the Class and Sub-Class are entitled to restitution, actual damages,
17 punitive damages, and attorney fees and costs.

18 44. As a resident of the United States and the State of California who purchased the
19 Products, Plaintiff is asserting claims that are typical of the Class and Sub-Class.

20 45. Plaintiff has no interests adverse or antagonistic to the interests of the other
21 members of the Class and Sub-Class.

22 46. Plaintiff will fairly and adequately protect the interests of the members of the Class
23 and Sub-Class. Plaintiff has retained attorneys experienced in the prosecution of class actions.

24 47. A class action is superior to other available methods of fair and efficient
25 adjudication of this controversy, since individual litigation of the claims of all Class and Sub-
26 Class members is impracticable. Even if every Class and Sub-Class member could afford
27 individual litigation, the court system could not. It would be unduly burdensome to the courts in
28 which individual litigation of numerous issues would proceed. Individualized litigation would
also present the potential for varying, inconsistent or contradictory judgments and would magnify
the delay and expense to all parties, and to the court system, resulting from multiple trials of the
same complex factual issues. By contrast, the conduct of this action as a class action presents
fewer management difficulties, conserves the resources of the parties and of the court system and

1 protects the rights of each class member. Class treatment will also permit the adjudication of
2 relatively small claims by many class members who could not otherwise afford to seek legal
3 redress for the wrongs complained of herein.

4 48. The prosecution of separate actions by individual members of the Class and Sub-
5 Class would create a risk of adjudications with respect to them that would, as a practical matter,
6 be dispositive of the interests of the other class members not parties to such adjudications or that
7 would substantially impair or impede the ability of such non-party class members to protect their
8 interests.

9 49. Defendants have acted or refused to act in respect generally applicable to the Class
10 and Sub-Class thereby making appropriate final and injunctive relief with regard to the members
11 of the Class and Sub-Class as a whole.

12 50. The size and definition of the Class and Sub-Class can be identified through
13 records held by retailers carrying and reselling the Products, and by Defendant's own records.

14 **COUNT I**
15 **VIOLATIONS OF THE CALIFORNIA FALSE ADVERTISING ACT**
16 **(Cal. Bus. & Prof. Code §§ 17500 et seq.)**
17 **On behalf of the Class and the Sub-Class**

18 51. Plaintiff incorporates by reference each allegation set forth above in paragraphs
19 1 through 50.

20 52. Pursuant to California Business and Professions Code section 17500, *et seq.*, it
21 is unlawful to engage in advertising “which is untrue or misleading, and which is known, or
22 which by the exercise of reasonable care should be known, to be untrue or misleading...or...to
23 so make or disseminate or cause to be so made or disseminated any such statement as part of a
24 plan or scheme with the intent not to sell that personal property or those services, professional
25 or otherwise, so advertised at the price stated therein, or as so advertised.”

26 53. California Business and Professions Code section 17500, *et seq.*'s prohibition
27 against false advertising extends to the use of false or misleading written statements.

28 54. Defendant misled consumers by making misrepresentations and untrue
statements about the Class Products, namely, Defendant sold the Products with labeling
claiming the Products contained “no artificial preservatives” and made false representations to
Plaintiff and other putative class members in order to solicit these transactions.

55. Specifically, Defendant claimed the Products “no artificial preservatives” when
the Products contained artificial citric acid and lactic acid.

1 56. Defendant knew that their representations and omissions were untrue and
2 misleading, and deliberately made the aforementioned representations and omissions in order
3 to deceive reasonable consumers like Plaintiff and other Class and Sub-Class Members.

4 57. As a direct and proximate result of Defendant’s misleading and false advertising,
5 Plaintiff and the other Class Members have suffered injury in fact and have lost money or
6 property. Plaintiff reasonably relied upon Defendant’s fraudulent statements regarding the
7 Products, namely that they did not know the Products contained artificial preservatives. In
8 reasonable reliance on Defendant’s omissions of material fact and false advertisements, Plaintiff
9 and other Class and Sub-Class Members purchased the Products. In turn Plaintiff and other
10 Class Members ended up with products that turned out to actually be different than advertised,
11 and therefore Plaintiff and other Class Members have suffered injury in fact.

12 58. Plaintiff alleges that these false and misleading written representations made by
13 Defendant constitute a “scheme with the intent not to sell that personal property or those
14 services, professional or otherwise, so advertised at the price stated therein, or as so advertised.”

15 59. Defendant advertised to Plaintiff and other putative class members, through
16 written representations and omissions made by Defendant and its employees, that the Class
17 Products contain “no artificial preservatives”

18 60. Defendant knew that the Class Products did in fact contain artificial citric acid.

19 61. Thus, Defendant knowingly sold Class Products to Plaintiff and other putative
20 class members that contained artificial citric acid and lactic acid and were not as advertised.

21 62. The misleading and false advertising described herein presents a continuing
22 threat to Plaintiff and the Class and Sub-Class Members in that Defendant persists and continues
23 to engage in these practices, and will not cease doing so unless and until forced to do so by this
24 Court. Defendant’s conduct will continue to cause irreparable injury to consumers unless
25 enjoined or restrained. Plaintiff is entitled to preliminary and permanent injunctive relief
26 ordering Defendant to cease their false advertising, as well as disgorgement and restitution to
27 Plaintiff and all Class Members Defendant’s revenues associated with their false advertising, or
28 such portion of those revenues as the Court may find equitable.

COUNT II
VIOLATIONS OF UNFAIR BUSINESS PRACTICES ACT
(Cal. Bus. & Prof. Code §§ 17200 et seq.)
On behalf of the Class and Sub-Class

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4 63. Plaintiff incorporates by reference each allegation set forth above in paragraphs
5 1 through 50.

6 64. Actions for relief under the unfair competition law may be based on any business
7 act or practice that is within the broad definition of the UCL. Such violations of the UCL occur
8 as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required
9 to provide evidence of a causal connection between a defendant's business practices and the
10 alleged harm--that is, evidence that the defendant's conduct caused or was likely to cause
11 substantial injury. It is insufficient for a plaintiff to show merely that the defendant's conduct
12 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of
13 unfair competition covers any single act of misconduct, as well as ongoing misconduct.

UNFAIR

13 65. California Business & Professions Code § 17200 prohibits any “unfair ...
14 business act or practice.” Defendant’s acts, omissions, misrepresentations, and practices as
15 alleged herein also constitute “unfair” business acts and practices within the meaning of the
16 UCL in that its conduct is substantially injurious to consumers, offends public policy, and is
17 immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any
18 alleged benefits attributable to such conduct. There were reasonably available alternatives to
19 further Defendant’s legitimate business interests, other than the conduct described herein.
20 Plaintiff reserves the right to allege further conduct which constitutes other unfair business acts
21 or practices. Such conduct is ongoing and continues to this date.

22 66. In order to satisfy the “unfair” prong of the UCL, a consumer must show that the
23 injury: (1) is substantial; (2) is not outweighed by any countervailing benefits to consumers or
24 competition; and, (3) is not one that consumers themselves could reasonably have avoided.

25 67. Here, Defendant’s conduct has caused and continues to cause substantial injury
26 to Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury
27 in fact due to Defendant’s decision to sell them fraudulently labeled products (Class Products).
28 Thus, Defendant’s conduct has caused substantial injury to Plaintiff and the members of the
Class and Sub-Class.

1 evidenced by the fact that Plaintiff agreed to purchase Class Products at a price premium even
2 though the Products contained artificial citric acid and lactic acid. Plaintiff's reliance upon
3 Defendant's deceptive statements is reasonable due to the unequal bargaining powers of
4 Defendant and Plaintiff. For the same reason, it is likely that Defendant's fraudulent business
practice would deceive other members of the public.

5 74. As explained above, Defendant deceived Plaintiff and other Class Members by
6 labeling the Products containing "no artificial preservatives" when in fact the Products contain
7 artificial citric acid.

8 75. Thus, Defendant's conduct has violated the "fraudulent" prong of California
9 Business & Professions Code § 17200.

10 UNLAWFUL

11 76. California Business and Professions Code Section 17200, et seq. prohibits "any
12 unlawful...business act or practice."

13 77. As explained above, Defendant deceived Plaintiff and other Class Members by
14 labeling the Products as containing "no artificial preservatives" when in fact the Products
15 contain artificial citric acid.

16 78. Defendant used false advertising, marketing, and misrepresentations to induce
17 Plaintiff and Class and Sub-Class Members to purchase the Class Products, in violation of
18 California Business and Professions Code Section 17500, et seq.

19 79. Had Defendant not falsely advertised, marketed or misrepresented the Class
20 Products, Plaintiff and Class Members would not have purchased the Class Products.
21 Defendant's conduct therefore caused and continues to cause economic harm to Plaintiff and
22 Class Members. These representations by Defendant are therefore an "unlawful" business
23 practice or act under Business and Professions Code Section 17200 *et seq.*

24 80. Defendant has thus engaged in unlawful, unfair, and fraudulent business acts
25 entitling Plaintiff and Class and Sub-Class Members to judgment and equitable relief against
26 Defendant, as set forth in the Prayer for Relief. Additionally, pursuant to Business and
27 Professions Code section 17203, Plaintiff and Class and Sub-Class Members seek an order
28 requiring Defendant to immediately cease such acts of unlawful, unfair, and fraudulent business
practices and requiring Defendant to correct its actions.

1 **MISCELLANEOUS**

2 72. Plaintiff and Classes Members allege that they have fully complied with all
3 contractual and other legal obligations and fully complied with all conditions precedent to
4 bringing this action or all such obligations or conditions are excused.

5 **REQUEST FOR JURY TRIAL**

6 Plaintiff requests a trial by jury as to all claims so triable.

7 **PRAYER FOR RELIEF**

8 Plaintiff, on behalf of herself and the Class and Sub-Class, requests the following relief:

- 9 (a) An order certifying the Class and Sub-Class and appointing Plaintiff as
10 Representative of the Class and Sub-Class;
- 11 (b) An order certifying the undersigned counsel as Class and Sub-Class
12 Counsel;
- 13 (c) An order requiring Defendant to engage in corrective advertising
14 regarding the conduct discussed above;
- 15 (d) Actual damages suffered by Plaintiff and Class and Sub-Class Members
16 as applicable or full restitution of all funds acquired from Plaintiff and
17 Class and Sub-Class Members from the sale of misbranded Class
18 Products during the relevant class period;
- 19 (e) Punitive damages, as allowable, in an amount determined by the Court or
20 jury;
- 21 (f) Any and all statutory enhanced damages;
- 22 (g) All reasonable and necessary attorneys' fees and costs provided by
23 statute, common law or the Court's inherent power;
- 24 (h) Pre- and post-judgment interest; and
- 25 (i) All other relief, general or special, legal and equitable, to which Plaintiff
26 and Class and Sub-Class Members may be justly entitled as deemed by
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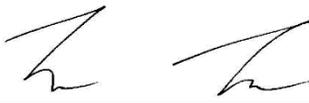
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the Court.

Dated: April 21, 2025

Respectfully submitted,

LAW OFFICES OF TODD M. FRIEDMAN, PC

By: 
TODD M. FRIEDMAN, Esq.
Attorney for Plaintiff