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

Sydney Turner, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

Costco Wholesale Corporation

Defendant.

Case No.

CLASS ACTION COMPLAINT

- (1) UNFAIR COMPETITION
- (2) CONSUMER LEGAL REMEDIES ACT
- (3) FALSE ADVERTISING
- (4) BREACH OF EXPRESS WARRANTY
- (5) BREACH OF IMPLIED WARRANTY
- (6) NEGLIGENT MISREPRESENTATION
- (7) INTENTIONAL
MISREPRESENTATION/FRAUD
- (8) BREACH OF CONSUMER
PROTECTION STATUTES
- (9) UNJUST ENRICHMENT

DEMAND FOR JURY TRIAL

1 Plaintiff Sydney Turner (“Plaintiff”) brings this action on behalf of herself and all others
2 similarly situated against Defendant Costco Wholesale Corporation (“Costco” or “Defendant”).
3 Plaintiff makes the following allegations pursuant to the investigation of her counsel and upon
4 information and belief, except as to allegations specifically pertaining to herself and her counsel,
5 which are based on personal knowledge.

6 **INTRODUCTION**

7 1. This class action aims to hold Defendant, Costco Wholesale Corporation,
8 responsible for failing to truthfully and accurately label and market its food product.

9 2. Defendant manufactures, distributes, advertises and sells a frozen pasta food
10 product – Kirkland Signature Five Cheese Tortelloni with Parmigiano Reggiano (the “Product”).

11 3. Defendant uniformly makes the representation on the front label of the Product that
12 the Product contains “no preservatives” (the “Misrepresentation”) causing reasonable consumers
13 such as Plaintiff to believe that the Product is free from artificial preservatives.

14 4. But contrary to Defendant’s Misrepresentation, the ingredient list on the Product’s
15 back panel reveals the presence of manufactured citric acid, an ingredient that functions as a
16 preservative and is produced through industrial fermentation and chemical processing.

17 5. Like other reasonable consumers, Plaintiff was deceived by Defendant’s unlawful
18 conduct and brings this action individually and on behalf of all similarly situated consumers to
19 remedy Defendant’s unlawful acts.

20 **THE PARTIES**

21 6. Defendant Costco Wholesale Corporation is a Washington corporation with its
22 principal place of business in Issaquah, Washington. At all times during the class period,
23 Defendant was the manufacturer, distributor, marketer, and seller of the Product.

24 7. Plaintiff Turner purchased Defendant’s Product in person from Costco while
25 residing in Fountain Valley, California, in or around December 2023. Prior to purchasing the
26 Product, Plaintiff saw and believed Defendant’s Misrepresentation, which caused her to believe the
27 Product did not contain any preservatives including manufactured citric acid. When purchasing the
28 Product, Plaintiff did not expect Defendant’s representation on the front label of Product to be

1 false. Plaintiff did not expect Defendant to publicly place a deceptive statement about the product
2 on the front label of the product.

3 8. At the time, Plaintiff saw and relied on the representations on the front label of the
4 Product. Plaintiff would not have purchased the Product, or would have paid less for the Product,
5 had she known that the Product contained the preservative manufactured citric acid. As a result,
6 Plaintiff suffered injury in fact when she spent money purchasing the Product she would not have
7 purchased, or would have paid less for, absent Defendant's misconduct.

8 9. Plaintiff desires to and would purchase Defendant's Product again if the Product's
9 labels were accurate and if the products truthfully were free from preservatives. However, because
10 of Defendant's ongoing misrepresentations, Plaintiff is unable to rely on the Product's labeling
11 when deciding in the future whether to purchase the Product. Considering that the Defendant
12 continues to sell the Product, she is at an imminent risk of future injury.

13 10. Plaintiff reserves the right to amend the Complaint to add different or additional
14 defendants, including without limitation any officer, director, employee, supplier, or distributor of
15 Defendant who has knowingly and willfully aided, abetted, and/or conspired in the false and
16 deceptive conduct alleged herein.

17 **JURISDICTION AND VENUE**

18 11. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A), as
19 amended by the Class Action Fairness Act of 2005 ("CAFA"), because this case is a class action
20 where the aggregate claims for all members of the proposed class are in excess of \$5,000,000.00,
21 exclusive of interests and costs, there are over 100 members of the putative class, and at least one
22 class member is a citizen of a state different from Defendant. The Product is sold at numerous
23 retail stores and Plaintiff is seeking to represent a nationwide class. Thus, there are over 100
24 members in the proposed class and the proposed class has different citizenships from Defendant.
25 Plaintiff seeks compensatory and statutory damages, disgorgement and restitution. Plaintiff also
26 seeks punitive damages and attorneys' fees and costs. *See Montera v. Premier Nutrition Corp.*, No.
27 16-CV-06980-RS, 2022 WL 10719057, at *3 (N.D. Cal. Oct. 18, 2022), *aff'd*, 111 F.4th 1018 (9th
28 Cir. 2024) (noting lodestar after jury trial in consumer protection action was \$6,806,031.96). Thus,

1 upon information and belief, aggregate sales of the Product during the Class Period exceed \$5
2 million.

3 12. The Court has personal jurisdiction over the parties because Plaintiff resides in this
4 District and because Defendant has, at all times relevant hereto, systematically and continually
5 conducted, and continues to conduct, business in California, including within this District.
6 Defendant therefore has sufficient minimum contacts with this state, including within this District
7 and/or intentionally availed itself of the benefits and privileges of the California consumer market
8 through the promotion, marketing, and sale of its products and/or services to residents within this
9 District and throughout California.

10 13. Pursuant to 28 U.S.C. § 1391, this Court is the proper venue for this action because
11 a substantial part of the events, omissions, and acts giving rise to the claims herein occurred in this
12 District. Also, Plaintiff resides in this District and purchased the Product within this District.
13 Moreover, Defendant systematically conducts business in this District and throughout the State of
14 California, and it distributed, advertised, and sold the Product to Plaintiff and Class Members in
15 this State and District.

16 **FACTUAL BACKGROUND**

17 **A. Defendant’s background and deception**

18 14. Defendant sells frozen food products. One such product is Defendant’s Kirkland
19 Signature Five Cheese Tortelloni with Parmigiano Reggiano.

20 15. Defendant represents on the front of the packaging of the Product that the Product
21 contains “no preservatives” as illustrated below:
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16. The representation on the front label of the Product gives the impression that the Product contains no artificial preservatives.

17. The Misrepresentation was made on the Product's label at the time of Plaintiff's purchase in December 2023.

18. Defendant uniformly makes the Misrepresentation on the front label of all the Product.

19. Despite the Misrepresentation on the Product, the Product's back panel reveals that the Product contains an artificial preservative – manufactured citric acid.

B. The Citric Acid in the Product is Not Natural

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

10 Citric acid naturally exists in fruits and vegetables. However, **it is not the naturally**
 11 **occurring citric acid, but the manufactured citric acid (MCA) that is used**
 12 **extensively as a food and beverage additive.** Approximately 99% of the world’s
 13 production of MCA is carried out using the fungus. *Aspergillus niger* since 1919.
 14 *Aspergillus niger* is a known allergen.⁵

15 21. A technical evaluation report for citric acid compiled by the United States
 16 Department of Agriculture Marketing Services (“USDA AMS”) further explains that is not
 17 commercially feasible to use natural citric acid extracted from fruits:

18 “Traditionally by extraction from citric juice, [is] no longer commercially available.
 19 It is now extract by fermentation of a carbohydrate substance (often molasses) by
 20 citric bacteria, *Asperillus niger* (a mold) or *Candida guilliermondii* (a yeast). Citric

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

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

28 ³ *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>

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
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/>

⁵ *Id.* (emphasis added)

1 acid is recovered from the fermentation broth by a lime and sulfuric acid process in
2 which the citric acid is first precipitated as a calcium salt and then reacidulated with
sulfuric acid.”⁶

3 22. When asked “Is this substance Natural or Synthetic?” USDA AMS reviewers state:
4 “synthetic.”⁷

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

11 24. The FDA explains that “Solvent extraction process for citric acid” is accomplished
12 via “recovery of citric acid from conventional *Aspergillus niger* fermentation liquor may be safely
13 used to produce food-grade citric acid in accordance with the following conditions: (a) The solvent
14 used in the process consists of mixture of n-octyl alcohol meeting the requirements of § 172.864 of
15 this chapter, *synthetic* isoparaffinic petroleum hydrocarbons meeting the requirements of § 172.882
16 of this chapter, and tridodecyl amine. 21 C.F.R. § 173.280 (emphasis added). Chemical solvents
17 such as n-octyl alcohol and synthetic isoparaffinic petroleum hydrocarbons are used to extract the
18 citric acid that Defendant uses in the Product from *aspergillus niger* fermentation liquor. *See* 21
19 C.F.R § 173.280. The citric acid that Defendant uses in the Product is produced through chemical
20 solvent extraction and contains residues of those chemical solvents.

21 25. The *Toxicology Reports Journal* study explains that “the potential presence of
22 impurities or fragments from the *Aspergillus niger* in [manufactured citric acid] is a significant
23 difference that may trigger deleterious effects when ingested.”⁹ The study further explains:
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25 ⁶ Exhibit A at page 6.

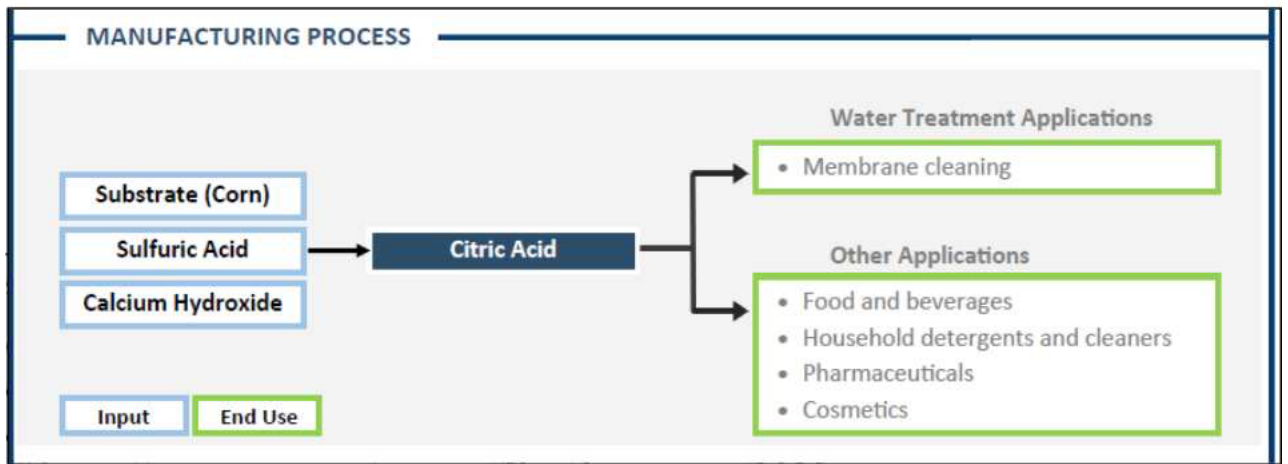
26 ⁷ Exhibit A at pages 4-5.

27 ⁸ See Exhibit B at page 2 and Exhibit C at page 2.

28 ⁹ Iliana E. Sweis, *et al.*, *Potential role of the common food additive manufactured*

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

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10 26. The EPA provides the following simple schematic of the manufacturing process for
11 citric acid which includes the use of synthetic solvents like Sulfuric Acid.¹⁰



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

20 28. Dr. Monahan also notes that “*Aspergillus niger* is associated with systemic
21 inflammatory issues, including respiratory, gastrointestinal, neurological and musculoskeletal. Due

22
23 *citric acid in eliciting significant inflammatory reactions contributing to serious*
24 *disease states: A series of four case reports*, TOXICOL REP. 5:808-812 (2018),
25 available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/>

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27 ¹⁰ [https://www.epa.gov/system/files/documents/202303/Citric%20Acid%20Supply%20Chain%20Pro](https://www.epa.gov/system/files/documents/202303/Citric%20Acid%20Supply%20Chain%20Profile.pdf)
28 [file.pdf](https://www.epa.gov/system/files/documents/202303/Citric%20Acid%20Supply%20Chain%20Profile.pdf) (last accessed March 13, 2026)

¹¹ Dr. Ryan Monahan, *Citric Acid: A Common Food Additive With An Uncommon Source* (2024)
available at [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)
additive-with-an-uncommon-source (Last accessed March 12, 2026)

1 to the potential for fragments of *Aspergillus niger* to make their way into the finished product of
2 manufactured citric acid, this toxic inflammatory substance is likely being ingested by consumers of
3 Product containing citric acid. Even with high-heat processing to kill it, research has shown
4 *Aspergillus niger* can still elicit an inflammatory response.”¹²

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

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

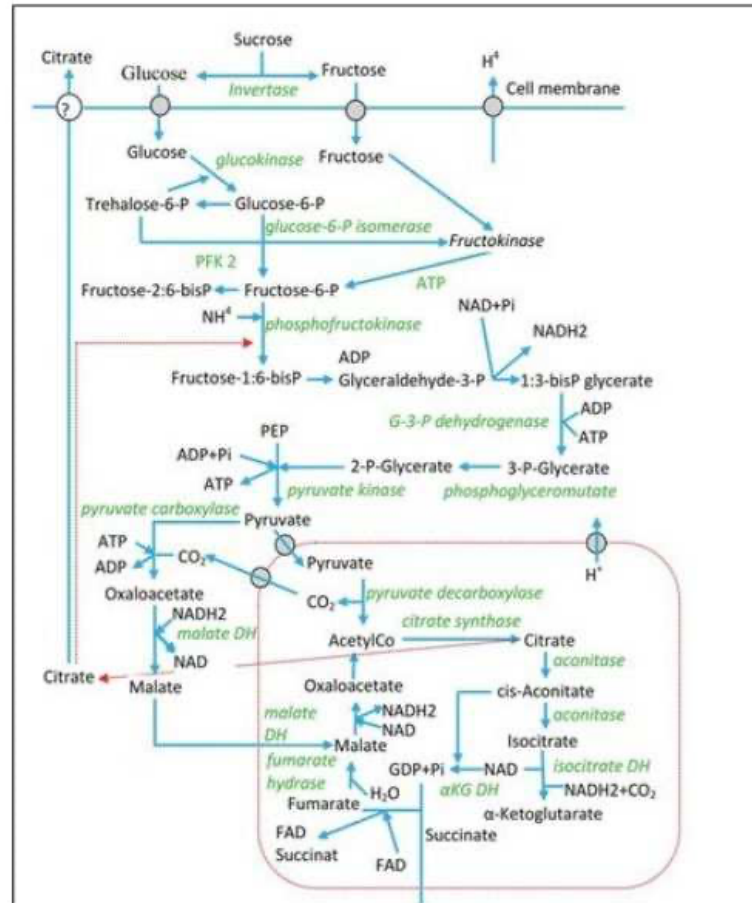
15 31. “Mutagenesis has been used in recent years to improve the citric-acid producing
16 strains so that they can be used in industrial applications. The most common methods include the
17 use of mutagens to induce mutations on the parental strains. The mutagens utilized for improvements
18 are gamma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

23 ¹² Dr. Ryan Monahan, *Citric Acid: A Common Food Additive With An Uncommon Source* (2024)
24 available at <https://www.peacefulmountainmedicine.com/post/citric-acid-a-common-food-additive-with-an-uncommon-source>.(last accessed March 12, 2026)

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

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

32. Below is a schematic representation of the metabolic reactions involved in citric acid production, the enzymes (*italics*), the known feedback loops (dashed lines) and their locations with the cellular structure of *Aspergillus niger*.¹⁵



33. 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

¹⁵ *Id.* at Figure 3.

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

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

3 34. Below are images of the chemical process used to create citric acid for use in food –
4 a process that is visibly artificial:
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26 ¹⁷ *Artificial*, MERRIAM -WEBSTER ’ S DICTIONARY, available at <https://www.merriam-webster.com/dictionary/artificial>

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

1 35. Citric acid acts as an artificial flavoring and preserving agent when added to food
2 products, including the Product at issue.¹⁹ Citric acid has a sour acidic, and slightly tart flavor. *Id.*

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

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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)

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

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24 ¹⁹<https://www.webstaurantstore.com/blog/3350/what-is-citric-acid.html#:~:text=What%20is%20sour%20salt?,salt%20tastes%20sour%20and%20acidic>. (last accessed March 12, 2026)

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26 ²⁰ *Overview of Food Ingredients Additives & Colors, Food and Drug Administration, available at*
27 [https://web.archive.org/web/20220901032454/http://www.fda.gov/food/foodingredients-](https://web.archive.org/web/20220901032454/http://www.fda.gov/food/foodingredients-packaging/overview-food-ingredients-additives-colors)
28 [packaging/overview-food-ingredients-additives-colors](https://web.archive.org/web/20220901032454/http://www.fda.gov/food/foodingredients-packaging/overview-food-ingredients-additives-colors).

²¹ See **Exhibit D** at page 2 (highlighted)

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

4 **CLASS ACTION ALLEGATIONS**

5 39. Plaintiff brings the action on behalf of herself and all others similarly situated
6 pursuant to Federal Rules of Civil Procedure 23(a), (b)(1), (b)(2), and (b)(3). The proposed classes
7 are defined below as (“collectively, the “Classes”):

8 **The Nationwide Class**

9 All persons in the United States who, within the applicable statute of
10 limitations period, up to and including the date of final judgment in
11 this action, who purchased Defendant’s Product

12 **Multi-State Consumer Protection Subclass:**

13 All persons who, during the maximum period of time permitted by law,
14 purchased Defendant’s Product in Alaska, Arizona, Arkansas, California,
15 Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia,
16 Hawaii, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine,
17 Maryland, Massachusetts, Michigan, Minnesota, Missouri, Nebraska,
18 Nevada, New Hampshire, New Jersey, New Mexico, New York, North
19 Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode
20 Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont,
21 Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

22 **Multi-State Warranty Subclass:**

23 All persons who, during the maximum period of time permitted by law,
24 purchased Defendant’s Product in Alaska, Arizona, Arkansas, California,
25 Colorado, Connecticut, Delaware, District of Columbia, Georgia, Hawaii,
26 Idaho, Illinois, Indiana, Kansas, Kentucky, Maine, Massachusetts,
27 Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New
28 Hampshire, New Jersey, New Mexico, New York, North Carolina, North
29 Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South
30 Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia,
31 Washington, West Virginia, and Wyoming.

22 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) (emphasis added)

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2 **California Subclass:**

3 All persons in California who, during the maximum period of time
4 permitted by the law, purchased Defendant's Product for their personal use.

5 40. The Classes do not include (1) Defendant, its officers, and/or directors; (2) the
6 Judge and/or Magistrate to whom this cause is assigned; (3) the Judge or Magistrate's staff and
7 family; and (4) Plaintiff's counsel and Defendant's counsel.

8 41. Plaintiff reserves the right to amend the above class definitions and add additional
9 classes and subclasses as appropriate based on investigation, discovery, and the specific theories of
10 liability.

11 42. **Numerosity.** Members of the Class are so numerous that their individual joinder
12 herein is impracticable. On information and belief, the Class comprises at least millions of
13 consumers. The precise number of Class members and their identities are unknown to Plaintiff at
14 this time but may be determined through discovery. Class members may be notified of the
15 pendency of this action by mail and/or publication through the distribution records of Defendant.

16 43. **Commonality and Predominance.** Common questions of law and fact exist as to
17 all Class members and predominate over questions affecting only individual Class members.

18 Common legal and factual questions include, but are not limited to:

- 19 (a) Whether Defendant is responsible for the conduct alleged herein which was
20 uniformly directed to all consumers who purchased the Product;
21 (b) Whether Defendant's misconduct set forth in this Complaint demonstrates that
22 Defendant engaged in unfair, fraudulent, or unlawful business practices with respect
23 to the advertising, marketing, and sale of the Product;
24 (c) Whether Defendant made misrepresentations concerning the Product that were
25 likely to deceive the public;
26 (d) Whether Plaintiff and the Class are entitled to injunctive relief;
27 (e) Whether Plaintiff and the Class are entitled to money damages and/or restitution
28 under the same causes of action as the other Class Members.

1 44. With respect to the California Subclass, additional questions of law and fact
2 common to the members include whether Defendant violated California’s Consumers Legal
3 Remedies Act, (“CLRA”), Cal. Civ. Code §§ 1750, *et seq.*, California’s False Advertising Law
4 (“FAL”), Cal. Bus. & Prof. Code § 17500, *et seq.*, and California’s Unfair Competition Law
5 (“UCL”), Cal. Bus. & Prof. Code § 17200, *et seq.*

6 45. **Typicality.** Plaintiff is a member of the Class that Plaintiff seeks to represent.
7 Plaintiff’s claims are typical of the claims of each Class Member in that every member of the Class
8 was susceptible to the same deceptive, misleading conduct and purchased the Product. Plaintiff is
9 entitled to relief under the same causes of action as the other Class Members.

10 46. **Adequacy.** Plaintiff will fairly and adequately protect Class members’ interests.
11 Plaintiff has no interests antagonistic to Class members’ interests, and Plaintiff has retained
12 counsel that have considerable experience and success in prosecuting complex class-actions and
13 consumer-protection cases.

14 47. **Superiority.** A class action is superior to all other available methods for the fair and
15 efficient adjudication of this controversy for, *inter alia*, the following reasons: prosecutions of
16 individual actions are economically impractical for members of the Class; the Class is readily
17 definable; prosecution as a class action avoids repetitious litigation and duplicative litigation costs,
18 conserves judicial resources, and ensures uniformity of decisions; and prosecution as a class action
19 permits claims to be handled in an orderly and expeditious manner.

20 48. Defendant has acted or failed to act on grounds generally applicable to the Class,
21 thereby making appropriate final injunctive relief with respect to the Class as a whole.

22 49. Without a class action, Defendant will continue a course of action that will result in
23 further damages to Plaintiff and members of the Class and will likely retain the benefits of its
24 wrongdoing.

25 50. Based on the foregoing allegations, Plaintiff’s claims for relief include those set
26 forth below.

CAUSES OF ACTION

Count I:

**Violations of California’s Unfair Competition Law (“UCL”),
Cal. Bus. & Prof. Code §§ 17200, *et seq.*
(On behalf of Plaintiff and the California Subclass)**

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51. Plaintiff re-alleges and incorporates by reference every allegation set forth in the
5 preceding paragraphs as though alleged in this Count.
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52. Plaintiff brings this claim under the UCL individually and on behalf of the
9 California Class against Defendant.
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53. The UCL prohibits any “unlawful,” “fraudulent,” or “unfair” business act or
19 practice and any false or misleading advertising. Defendant committed unlawful business acts or
20 practices by making the representations and omitted material facts (which constitutes advertising
21 within the meaning of California Business & Professions Code section 17200), as set forth more
22 fully herein, and by violating California’s Consumers Legal Remedies Act, Cal. Civ. Code
23 §§1750, *et seq.*, California’s False Advertising Law, Cal. Bus. & Prof. § 17500, *et seq.*, 15 U.S.C.
24 § 45, and by breaching express and implied warranties. Plaintiff, individually and on behalf of the
25 other Class members, reserves the right to allege other violations of law, which constitute other
26 unlawful business acts or practices. Such conduct is ongoing and continues to this date.
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54. Defendant committed “unfair” business acts or practices by: (a) engaging in
conduct where the utility of such conduct is outweighed by the harm to Plaintiff and the members
of the Class; (2) engaging in conduct that is immoral, unethical, oppressive, unscrupulous, or
substantially injurious to Plaintiff and the members of the Class; and (3) engaging in conduct that
undermines or violates the intent of the consumer protection laws alleged herein. There is no
societal benefit from deceptive advertising. Plaintiff and the other Class members paid for Product
that is not as advertised by Defendant. Further, Defendant failed to disclose a material fact (that the
Product contains manufactured citric acid) of which it had exclusive knowledge. While Plaintiff

1 and the other Class members were harmed, Defendant was unjustly enriched by its false
2 misrepresentations and material omissions. As a result, Defendant’s conduct is “unfair,” as it
3 offended an established public policy. There were reasonably available alternatives to further
4 Defendant’s legitimate business interests, other than the conduct described herein.
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6 55. Defendant committed “fraudulent” business acts or practices by making the
7 Misrepresentation regarding the Product set forth herein. Defendant’s business practices as alleged
8 are “fraudulent” under the UCL because they are likely to deceive customers into believing the
9 Product is free from artificial preservatives such as citric acid.

10 56. Plaintiff and the other members of the Class have in fact been deceived as a result of
11 their reliance on Defendant’s material representations and omissions. This reliance has caused harm
12 to Plaintiff and the other members of the Class, each of whom purchased Defendant’s Product.
13 Plaintiff and the other Class members have suffered injury in fact and lost money as a result
14 purchasing the Product and Defendant’s unlawful, unfair, and fraudulent practices.
15

16 57. Defendant’s wrongful business practices and violations of the UCL are ongoing.

17 58. Plaintiff and the Class seek pre-judgment interest as a direct and proximate result of
18 Defendant’s unfair and fraudulent business conduct. The amount of which is to be calculated is a
19 sum certain and capable of calculation, and Plaintiff and the Class seek interest in an amount
20 according to proof.
21

22 59. Unless restrained and enjoined, Defendant will continue to engage in the above-
23 described conduct. Accordingly, injunctive relief is appropriate. Pursuant to California Business &
24 Professions Code section 17203, Plaintiff, individually and on behalf of the California Class, seeks
25 (1) restitution from Defendant of all money obtained from plaintiff and the other Class members as
26 a result of unfair competition; (2) an injunction prohibiting Defendant from continuing such practices
27
28

1 in the State of California that do not comply with California law; and (3) all other relief this Court
2 deems appropriate, consistent with California Business & Professions Code section 17203.

3
4 **Count II**
5 **Violations of California’s False Advertising Law (“FAL”),**
6 **Cal. Bus. & Prof. Code §§ 17500, *et seq.***
7 **(On Behalf of Plaintiff and the California Subclass)**

8 60. Plaintiff re-alleges and incorporates by reference every allegation set forth in the
9 preceding paragraphs as though alleged in this Count.

10 61. Plaintiff brings this claim individually and on behalf of the members of the
11 proposed Class and Subclass against Defendant.

12 62. California’s False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.*,
13 makes it “unlawful for any person to make or disseminate or cause to be made or disseminated
14 before the public in this state, ...in any advertising device ... or in any other manner or means
15 whatever, including over the Internet, any statement, concerning ... personal property or services,
16 professional or otherwise, or performance or disposition thereof, which is untrue or misleading and
17 which is known, or which by the exercise of reasonable care should be known, to be untrue or
18 misleading.”

19 63. Defendant committed acts of false advertising, as defined by § 17500, by using
20 statements to promote the sale of its Product by making the Misrepresentation. In doing so,
21 Defendant communicated that the Product did not contain preservatives, while omitting that the
22 Product contained manufactured citric acid.

23 64. Defendant knew or should have known that its advertising claims have not been
24 substantiated and are misleading and/or false.

25 65. Defendant knew or should have known, through the exercise of reasonable care,
26 that its representations were false and misleading and likely to deceive consumers and cause them
27 to purchase Defendant’s Product.

28 66. Defendant’s wrongful conduct is ongoing and part of a general practice that is still
being perpetuated and repeated through the State of California and nationwide.

1 day period, should Defendant fail to rectify its unlawful, unfair, false, and/or deceptive practices
2 alleged herein.

3 **Count IV**
4 **Breach of Express Warranty²³**
5 **(On behalf of Plaintiff and the Multi-State Warranty Class)**

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

8 75. Plaintiff brings this claim individually and on behalf of the Multi-State Warranty
9 Class against Defendant.

10 76. Plaintiff and the Multi-State Warranty Class Members formed a contract with
11 Defendant at the time Plaintiff and the Multi-State Warranty Class Members purchased the
12 Product.

13 77. The terms of the contract include the promises and affirmations of fact made by
14 Defendant through the Misrepresentation.

15 78. The labeling and advertising constitute express warranties and became part of the
16 basis of the bargain and part of the standardized contract between Plaintiff and the Multi-State
17 Warranty Class and Defendant.

18 79. As set forth above, Defendant purports through its labeling, marketing, and
19 packaging to create an express warranty that the Product does not contain preservatives. However,

20 _____
21 ²³ While discovery may alter the following, Plaintiff asserts that the states with similar express
22 warranty laws under the facts of this case include, but are not limited to: Alaska Stat. § 45.02.313;
23 A.R.S. § 47-2313; Ark. Code § 4-2-313; Cal. Com. Code § 2313; Colo. Rev. Stat. § 4-2-313; Conn.
24 Gen. Stat. § 42a-2-313; 6 Del. C. § 2-313; D.C. Code § 28:2 313; Ga. Code § 11-2-313; HRS §
25 490:2- 313; Idaho Code § 28-2-313; 810 ILCS 5/2-313; Ind. Code § 26-1-2-313; K.S.A. § 84-2-
26 313; KRS § 355.2-313; 11 M.R.S. § 2-313; Mass. Gen. Laws Ann. ch. 106 § 2-313; Minn. Stat. §
27 336.2-313; Miss. Code Ann. § 75-2-313; R.S. Mo. § 400.2-313; Mont. Code Anno. § 30-2 313;
28 Neb. Rev. Stat. § 2- 313; Nev. Rev. Stat. Ann. § 104.2313; RSA 382-A:2 313; N.J. Stat. Ann. §
12A:2-313; N.M. Stat. Ann. § 55-2-313; N.Y. U.C.C. Law § 2-313; N.C. Gen. Stat. § 25-2-313;
N.D. Cent. Code § 41-02-30; ORC Ann. § 1302.26; 12A Okl. St. § 2-313; Or. Rev. Stat. § 72-
3130; 13 Pa. C.S. § 2313; R.I. Gen. Laws § 6A-2-313; S.C. Code Ann. § 36-2-313; S.D. Codified
Laws, § 57A 2-313; Tenn. Code Ann. § 47-2-313; Tex. Bus. & Com. Code § 2.313; Utah Code
Ann. § 70A-2-313; 9A V.S.A. § 2-313; Va. Code Ann. § 59.1-504.2; Wash. Rev. Code Ann. §
62A.2-313; W. Va. Code § 46- 2-313; and Wyo. Stat. § 34.1-2-31.

1 Defendant breached its express warranties regarding the Product because the Product contains the
2 preservative manufactured citric acid.

3 80. Plaintiff and the Multi-State Warranty Class performed all conditions precedent to
4 Defendant's liability under this contract when they purchased the Product.

5 81. Plaintiff and the members of the Multi-State Warranty Class would not have
6 purchased the Product had they known the true nature of the Product.

7 82. As a result, Defendant violated the express warranties of the Multi-State Warranty
8 Class. Plaintiff and each members of the Nationwide Class suffered financial damage and injury as
9 a result and are entitled to all damages, in addition to costs, interest, and fees, including attorney's
10 fees, as allowed by law.

11 **Count V**
12 **Breach of Implied Warranty,**
13 **Cal. Com. Code. § 2314**
14 **(On Behalf of Plaintiff and the California Subclass)**

13 83. Plaintiff realleges and incorporates by reference all allegations contained in the
14 complaint, as though fully set forth herein.

15 84. Plaintiff brings this claim for breach of implied warranty individually and on behalf
16 of the California Subclass against Defendant.

17 85. Plaintiff and the Class purchased the Product manufactured, advertised, and sold by
18 Defendant, as described herein.

19 86. Defendant, through its act and omissions set forth herein, in the sale, marketing, and
20 promotion of the Product, misrepresented the characteristics of the Product to Plaintiff and the
21 Class.

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

25 88. However, Defendant breached that implied warranty in that the Product contained a
26 preservative, despite the Misrepresentation.

1 89. As an actual and proximate result of Defendant’s conduct, Plaintiff and the Class
2 did not receive goods as impliedly warranted by Defendant to be merchantable in that the Product
3 did not conform to promises and affirmations made on the label of the Product.

4 90. Plaintiff and the Class have sustained damages as a proximate result of the
5 foregoing breach of implied warranties in the amount of the Product’s price premium.

6 **Count VI**
7 **Negligent Misrepresentation**
8 **(On Behalf of Plaintiff and the California Subclass)**

9 91. Plaintiff realleges and incorporates by reference all allegations contained in this
10 complaint, as though fully set forth herein.

11 92. Plaintiff brings this claim for negligent misrepresentation individually and on behalf
12 of the California Subclass against Defendant.

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

18 94. During the applicable class period, Defendant negligently or carelessly
19 misrepresented, omitted, and concealed from consumers material facts regarding the quality and
20 characteristics of the Product, including the fact that the Product contains a preservative, despite
21 the Misrepresentation.

22 95. Defendant made such false and misleading statements and omissions with intent to
23 induce Plaintiff and Class Members to purchase the Product at premium price.

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

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

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

3
4 **Count VII**
5 **Intentional Misrepresentation/Fraud**
6 **(On Behalf of Plaintiff and the California Subclass)**

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

9 100. Plaintiff brings this claim for intentional misrepresentation/fraud individually and
10 on behalf of the California Subclass against Defendant.

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

16 102. During the applicable class period, Defendant intentionally misrepresented, omitted,
17 and concealed from consumers a material fact regarding the quality and characteristics of the
18 Product, that the Product contains a preservative despite the Misrepresentation. The
19 Misrepresentation was material and was uniformly made.

20 103. As noted in detail above, the Misrepresentation was false and misleading, as the
21 Product was not free from preservatives. Defendant made the Misrepresentation with actual
22 knowledge of its falsity and/or made it with fraudulent intent.

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

27 105. Defendant's deceptive or fraudulent intent is evidenced by motive and opportunity.
28 Defendant knew that consumers would pay more for the Product if they believed it did not contain

1 preservatives. For that reason, Defendant misrepresented the Product so that Defendant could
2 realize greater profits. Defendant knew that consumers would place trust and confidence in its
3 Product's claims and rely thereon in their purchases of the Product.

4 106. Plaintiff and the Class Members were unaware of the falsity in Defendant's
5 misrepresentations and omissions and, as a result, justifiably relied on them when making the
6 decision to purchase the Product.

7 107. As a proximate result of Defendant's intentional misrepresentations, Plaintiff and
8 the Class were induced to purchase the Product at a premium.

9 108. Plaintiff and the Class Members would not have purchased the Product or paid as
10 much for the Product if the true facts had been known.

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

14 110. Defendant's conduct was knowing, intentional, with malice, demonstrated a
15 complete lack of care, and was in reckless disregard for the rights of Plaintiff and Class Members
16 Plaintiff and Class Members are therefore entitled to an award of punitive damages.

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COUNT VIII
Breach of Consumer Protection Statutes²⁴
(On Behalf of Plaintiff and the Multi-State Consumer Protection Subclass)

111. Plaintiff hereby incorporates the foregoing paragraphs as if fully stated herein.

112. Plaintiff brings this claim individually and on behalf of the Multi-State Consumer Protection Subclass against Defendant.

113. Defendant’s acts and practices, as described herein, have deceived and/or are likely to continue to deceive members of the Multi-State Consumer Protection Subclass and the public. As described throughout the Complaint, Defendant made the Misrepresentation, even though the Product was not free from preservatives.

114. The foregoing deceptive acts and practices were directed at consumers.

115. The foregoing deceptive acts and practices are misleading in a material way because they fundamentally misrepresent the nature and value of the Product.

²⁴ While discovery may alter the following, Plaintiff asserts that the states with similar consumer fraud laws under the facts of this case include but are not limited to: Alaska Stat. § 45.50.471, et seq.; Ariz. Rev. Stat. §§ 44-1521, et seq.; Ark. Code § 4-88-101, et seq.; Cal. Bus. & Prof. Code § 17200, et seq.; Cal. Civ. Code § 1750, et seq.; Colo. Rev. Stat. Ann. § 6-1-101, et seq.; Colo. Rev. Stat. Ann. § 6-1-101, et seq.; Conn. Gen Stat. Ann. § 42- 110, et seq.; 6 Del. Code § 2513, et seq.; D.C. Code § 28-3901, et seq.; Fla. Stat. Ann. § 501.201, et seq.; Ga. Code Ann. § 10-1-390, et seq.; Haw. Rev. Stat. § 480-2, et seq.; Idaho Code. Ann. § 48-601, et seq.; 815 ILCS 501/1, et seq.; Ind. Code § 24-5-0.5-2, et seq.; Kan. Stat. Ann. § 50-623, et seq.; Ky. Rev. Stat. Ann. § 367.110, et seq.; LSA-R.S. 51:1401, et seq.; Me. Rev. Stat. Ann. Tit. 5, § 207, et seq.; Md. Code Ann. Com. Law, § 13-301, et seq.; Mass. Gen Laws Ann. Ch. 93A, et seq.; Mich. Comp. Laws Ann. § 445.901, et seq.; Minn. Stat. § 325F, et seq.; Mo. Rev. Stat. § 407, et seq.; Neb. Rev. St. §§ 59-1601, et seq.; Nev. Rev. Stat. § 41.600, et seq.; N.H. Rev. Stat. § 358-A:1, et seq.; N.J. Stat. Ann. § 56:8, et seq.; N.M. Stat. Ann. § 57-12-1, et seq.; N.Y. Gen. Bus. Law § 349, et seq.; N.C. Gen Stat. § 75-1.1, et seq.; N.D. Cent. Code § 51-15, et seq.; Ohio Rev. Code Ann. § 1345.01, et seq.; Okla. Stat. tit. 15 § 751, et seq.; Or. Rev. Stat. § 646.605, et seq.; 73 P.S. § 201-1, et seq.; R.I. Gen. Laws § 6-13.1- 5.2(B), et seq.; S.C. Code Ann. §§ 39-5- 10, et seq.; S.D. Codified Laws § 37-24-1, et seq.; Tenn. Code Ann. § 47-18-101, et seq.; Tex. Code Ann., Bus. & Con. § 17.41, et seq.; Utah Code. Ann. § 13-11-175, et seq.; 9 V.S.A. § 2451, et seq.; Va. Code Ann. § 59.1-199, et seq.; Wash. Rev. Code § 19.86.010, et seq.; W. Va. Code § 46A, et seq.; Wis. Stat. § 100.18, et seq.; and Wyo. Stat. Ann. § 40-12-101, et seq.

1 116. As a result of Defendant’s deceptive practices, Plaintiff and the Multi-State
2 Consumer Protection Subclass suffered an economic injury because they would not have purchased
3 (or paid a premium for) the Product had they known that the Product was not preservative free.

4 117. Plaintiff and the Multi-State Consumer Protection Subclass seek to recover their
5 actual damages, statutory damages, punitive damages, and reasonable attorneys’ fees and costs.

6 **COUNT IX**
7 **Unjust Enrichment**
8 **(On Behalf of Plaintiff and the Nationwide Class)**

9 118. Plaintiff hereby incorporates the foregoing paragraphs as if fully stated herein.

10 119. Plaintiff brings this claim individually and on behalf of the Nationwide Class
11 against Defendant under California law, or, in the alternative, on behalf of the respective state laws
12 of the Nationwide Class, which are substantially similar to the law of unjust enrichment. California
13 law requires: (1) receipt of a benefit; (2) unjust or wrongful retention of the benefit; and (3) at the
14 expense of another.

15 120. To the extent required, Plaintiff asserts this cause of action in the alternative to legal
16 claims, as permitted by Rule 8.

17 121. Plaintiff and the Class Members conferred a benefit on Defendant in the form of the
18 gross revenues Defendant derived from the money they paid to Defendant.

19 122. Defendant knew of the benefit conferred on it by Plaintiff and the Class Members.

20 123. Defendant has been unjustly enriched in retaining the revenues derived from
21 Plaintiff’s and the Class Members’ purchases of the Product, which retention of such revenues
22 under these circumstances is unjust and inequitable because Defendant made the
23 Misrepresentation. This caused injuries to Plaintiff and Class Members because they would not
24 have purchased the Product or would have paid less for it if the true facts concerning the Product
25 had been known.

26 124. Defendant accepted and retained the benefit in the amount of the gross revenues
27 derived from sales of the Product to Plaintiff and Class Members.
28

1 125. Defendant has thereby profited by retaining the benefit under circumstances which
2 would make it unjust for Defendant to retain the benefit.

3 126. Plaintiff and Class Members are, therefore, entitled to restitution in the form of the
4 revenues derived from Defendant's sale of the Product.

5 127. As a direct and proximate result of Defendant's actions, Plaintiff and the Class
6 Members have suffered in an amount to be proven at trial.

7 128. Plaintiff and the Class Members have suffered an injury in fact and have lost money
8 as a result of Defendant's unjust conduct.

9 129. Plaintiff and the Class Members lack an adequate remedy at law with respect to the
10 claim and are entitled to non-restitutionary disgorgement of the financial profits that Defendant
11 obtained as a result of its unjust conduct.

12 130. Legal remedies available to Plaintiff and the Class Members are inadequate because
13 they are not equally prompt, certain, or efficient as equitable relief. Damages are not equally
14 certain as restitution because the standard that governs restitution is different than the standard that
15 governs damages. Hence, the Court may award restitution even if it determines Plaintiff fails to
16 sufficiently adduce evidence to support an award of damages. Damages and restitution are not the
17 same amount. Unlike damages, restitution is not limited to the amount of money a defendant
18 wrongfully acquired plus the legal rate of interest. Equitable relief, including restitution, entitles a
19 plaintiff to recover all profits from the wrongdoing, even where the original funds taken have
20 grown far greater than the legal rate of interest would recognize. Legal claims for damages are not
21 equally certain as restitution because such claims require different elements. In short, significant
22 differences in proof and certainty establish that any potential legal claim cannot serve as an
23 adequate remedy at law.

24 131. Equitable relief is appropriate because Plaintiff may lack an adequate remedy at law
25 if, for instance, damages resulting from their purchase of the Product are determined to be an
26 amount less than the premium price of the Product. Without compensation for the full premium
27 price of the Product, Plaintiff and the Class Members would be left without the parity in purchasing
28 power to which they are entitled.

Request for Relief

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

- a. Declaring that this action is a proper class action, certifying the Class as requested herein, designating Plaintiff as the Class Representative and appointing the undersigned counsel as Class Counsel;
- b. Ordering restitution and disgorgement of all profits and unjust enrichment that Defendant obtained from Plaintiff and the Class members as a result of Defendant’s unlawful, unfair, and fraudulent 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: April 29, 2026.

Respectfully submitted,

GUCOVSKI LAW FIRM, PLLC

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CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)