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**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

JANICE WILLIAMS and MICHAEL
SMITH, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

TARGET CORPORATION,

Defendant.

Case No. '26CV2534 H BLM

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiffs Janice Williams and Michael Smith (collectively, “Plaintiffs”), on
2 behalf of themselves and all others similarly situated, by and through their
3 undersigned counsel, hereby sue Defendant Target Corporation (“Defendant”) and,
4 upon information and belief and investigation of counsel, allege as follows:

5 **I. INTRODUCTION**

6 1. Defendant makes, distributes, sells, and markets Up&Up Ashwagandha
7 Gummies 300 mg (the “Product”).

8 2. Defendant deceptively labels the Product by misrepresenting the
9 dosage amount of each gummy. Specifically, the Product’s front label prominently
10 advertises a certain dosage amount, for example, “300 mg ashwagandha.” The front
11 label also advertises the number of gummies in the Product as 60 gummies.
12 Reasonable consumers are therefore led to believe that each coated gummy contains
13 the advertised dosage amount: 300 mg of ashwagandha in each gummy.

14 3. The truth, however, is that each gummy does not contain the advertised
15 dosage amount. Instead, consumers must ingest two gummies to achieve the
16 advertised dosage. As a result, consumers grossly overpay for the Product, receiving
17 only half of the advertised value while paying the full purchase price.

18 4. Plaintiffs read and relied upon Defendant’s advertising when
19 purchasing the Product and were damaged as a result.

20 5. Plaintiffs bring this action on behalf of themselves and all other
21 similarly situated consumers in the United States, alleging violations of the
22 California Consumer Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*
23 (“CLRA”), Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.*
24 (“UCL”), and False Advertising Law, §§ 17500 *et seq.* (“FAL”). Plaintiffs bring
25 further causes of action for breach of express and implied warranties, negligent
26 misrepresentation, intentional misrepresentation/fraud, and quasi-contract/unjust
27 enrichment.

28 6. Plaintiffs seek an order compelling Defendant to (a) cease marketing

1 the Product using the misleading and unlawful tactics complained of herein, (b)
2 destroy all misleading deceptive, and unlawful materials, (c) conduct a corrective
3 advertising campaign, (d) restore the amounts by which it has been unjustly
4 enriched, and (e) pay restitution damages and punitive damages, as allowed by law.

5 **II. JURISDICTION AND VENUE**

6 7. This Court has original jurisdiction under 28 U.S.C. § 1332(d)(2) (The
7 Class Action Fairness Act) because the matter in controversy exceeds the sum or
8 value of \$5,000,000 exclusive of interest and costs and because more than two-thirds
9 of the members of the Class reside in states other than the state of which Defendant
10 is a citizen.

11 8. The court has personal jurisdiction over Defendant. Defendant
12 purposely availed itself to California because Defendant does business within this
13 judicial district, sells the Product in this judicial district, and is committing the acts
14 complained of below within this judicial district.

15 9. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because the
16 injury in this case substantially occurred in this District. Defendant has intentionally
17 availed itself of the laws and markets of this District through the promotion,
18 marketing, distribution, and sale of the Product in this District, and is subject to
19 personal jurisdiction in this District.

20 **III. PARTIES**

21 10. Defendant Target Corporation is a Minnesota corporation with a
22 principal place of business located at 1000 Nicollet Mall, Minneapolis, Minnesota
23 55403. Defendant is registered to do business in California as entity number 536463.
24 Defendant makes, labels, distributes, sells, and markets the Product throughout the
25 United States and in California. Defendant is responsible for the making, labelling,
26 distribution, selling, and marketing of the Product throughout the applicable statute
27 of limitations period.

28 11. Plaintiff Janice Williams purchased the Product from a Target store in

1 Encinitas, California in or around March 2025. Plaintiff Michael Smith purchased
2 the Product in Bakersfield, California in July 2025. Plaintiffs saw the
3 misrepresentations made on the Product label prior to and at the time of purchase
4 and understood them as representations and warranties that each unit of the product
5 contained the advertised dosage amount. Plaintiffs relied on the representations
6 made on the Product’s label in deciding to purchase the Product. These
7 representations and warranties were part of their basis of the bargain, in that they
8 would not have purchased the Product, or would only have been willing to purchase
9 the Product at a lower price, had they known the representations were false. Plaintiffs
10 would consider purchasing the Product again if the advertising statements made on
11 the Product label were, in fact, truthful and represented in a manner as not to deceive
12 consumers.

13 **IV. NATURE OF THE ACTION**

14 12. Defendant sells the Product with misleading dosage representations on
15 the Product packaging and labels, as two (2) gummies are required to achieve the
16 advertised dosage of 300 mg ashwagandha.

17 13. True and correct copies of the Product and the Product’s supplement
18 facts from Defendant’s website, www.target.com, are shown below:



1 14. Contrary to the prominently advertised dosage amount on each of the
2 Product’s labels, each gummy contains only a fraction of the advertised dosage
3 amount. Consumers must ingest two (2) gummies to achieve the advertised dosage
4 of 300 mg ashwagandha. This leads consumers to overpay for the Product by a
5 significant margin.

6 15. Defendant’s advertising misleads reasonable consumers into believing
7 that each gummy contains the advertised dosage. However, contrary to the labeling,
8 each unit only contains a fraction of the advertised dosage. Consequently, reasonable
9 consumers believe that they are receiving twice the amount of ashwagandha than
10 what they are actually receiving. As a result, Defendant has charged consumers a
11 premium for the Product, while cutting costs and reaping the financial benefits of
12 selling an ashwagandha supplement with less than the advertised dosage in each
13 Product.

14 16. The label misrepresentations are material to reasonable consumers,
15 including Plaintiffs. The dosage representations (number of milligrams) and unit
16 representations (number of gummies) convey the type and amount of supplement
17 provided by the Product, and the primary purpose of the Product is to provide the
18 amount of supplement advertised by the Product label. Accordingly, reasonable
19 consumers are likely to be deceived by the Product’s labels.

20 **DEMAND FOR SUPPLEMENTS AND THE COMPETITIVE MARKET**

21 17. Over the past 20 years, there has been a significant increase in the
22 prevalence of supplement use. The supplement market has been growing in terms of
23 sales and products available on the market. Consumers are being presented a large
24 number of products, brands, and formulations, distributed through a wide variety of
25 marketing channels. The value of the global supplement market was estimated to be
26 worth nearly USD 152 billion in 2021, and is expected to be worth USD 300 billion
27 by 2028.¹

28 _____
¹ <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC10421343/>

1 18. In response to consumers’ desire for supplements, many companies,
2 like Defendant, have scrambled to manufacture, market, and sell purportedly high
3 dosages, at the same or lower costs, in an effort to gain market share and outsell
4 competitors. Unfortunately, rather than creating the actual high dosage supplements
5 that consumers desire, Defendant makes the Product with lower dosages than is
6 advertised on the Product’s packaging and front labels, and then markets it to
7 consumers through deceptive labeling and packaging claims. In doing so, Defendant
8 misleads consumers into believing that the Product contains a higher dosage in each
9 gummy than what is actually contained therein.

10 19. Defendant’s competitors correctly label and sell their products to show
11 the correct dosage information on the product’s front labels. They do so by
12 specifying on the front label the amount of supplement per gummy. For example,
13 NOW’s Ashwagandha Standardized Extract 450 mg product contains exactly what
14 it says: ashwagandha capsules each containing 450 mg of ashwagandha extract.

15 **NOW Ashwagandha 450 mg²**

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24 _____
25 ² https://www.nowfoods.com/products/supplements/ashwagandha-450-mg-veg-capsules?utm_source=google&utm_medium=cpc&utm_id=23030180799&utm_term=&adgroupid=&creative=&device=c&placement=&gad_source=1&gad_campaignid=23040308860&gbraid=0AAAAAC-iDKu2-KqXdPUmUJSZ2zMPldHE8&gclid=Cj0KCQiA9OnJBhD-ARIsAPV51xPtwYD2ZnKTYwVoGBICDaHyOTD3zi_eWSCASAOclnG3n-o_AuVVZvIaAkzzEALw_wcB



20. Alternatively, Defendant’s competitors disclose on their product’s front labels that the advertised dosage amount does not apply per gummy, and instead applies “per serving.” For example, Horbaach’s Ashwagandha 600 mg product specifies that the product contains 600 mg of ashwagandha “per serving.”

Horbaach Ashwagandha 600 mg³



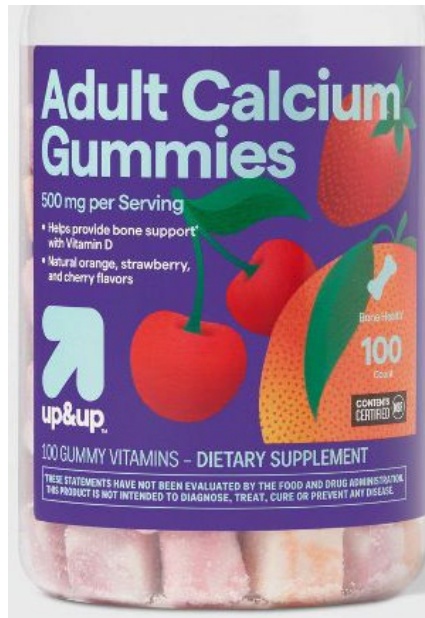
³ <https://horbaach.com/products/ksm-66-ashwagandha-600mg-with-l-theanine-60-caplets>

21. By falsely, misleadingly, and deceptively labeling and advertising the Product, Defendant sought an unfair advantage over its lawfully acting competitors.

22. Defendant’s other Up&Up-branded supplement products do not contain misleading dosage representations.

23. For example, Defendant’s Up&Up Adult Calcium 500 mg Gummies product specifies on the front label that the product contains “500 mg per Serving.”

Up&Up Adult Calcium 500 mg Gummies⁴



Supplement Facts		
Serving Size 2 Gummies Servings Per Bottle 50		
	Amount Per Serving	% Daily Value
Calories	30	
Total Carbohydrate	7 g	3%*
Total Sugars	6 g	**
Includes 6 g Added Sugars		12%*
Vitamin D (as cholecalciferol(D3))	25 mcg (1,000 IU)	125%
Calcium (as tricalcium phosphate)	500 mg	38%
Phosphorus (as tricalcium phosphate)	200 mg	16%

* Percent Daily Values are based on a 2,000 calorie diet.
** Daily Value not established.

PLAINTIFFS’ PURCHASES, RELIANCE, AND INJURY

24. Plaintiff Williams purchased the Product from a Target store in Encinitas, California in or around March 2025 in reliance on the Product’s front label advertising. Plaintiff Smith purchased the Product in Bakersfield, California in July 2025 in reliance on the Product’s front label advertising.

25. In deciding to purchase the Product, Plaintiffs read and relied on the dosage information displayed on the front label, which led Plaintiffs to believe that each gummy in the Product contained the advertised dosage – 300 mg of

⁴ <https://www.target.com/p/calcium-gummies-orange-strawberry-38-cherry-100ct-up-38-up-8482/-/A-13286700#lnk=sametab>

1 ashwagandha per gummy. At the time of purchase, Plaintiffs did not know that the
2 advertised dosage was false and misleading, and that more than one gummy would
3 need to be consumed to receive the advertised dosage.

4 26. Plaintiffs would not have purchased the Product, or would not have paid
5 as much as they did for it, had they known that each gummy contained only a fraction
6 of the advertised dosage. Plaintiffs paid a premium for the Product due to the
7 misleading labeling on the Product's packaging.

8 27. The representations on the Product's label were and are false and
9 misleading, and had the capacity, tendency, and likelihood to confuse or confound
10 Plaintiffs and other consumers acting reasonably (including the putative Class)
11 because, as described in detail herein, the Product label misrepresents the dosage of
12 each gummy.

13 28. Plaintiffs and Class Members acted reasonably in relying on the
14 challenged claims that Defendant intentionally, prominently, and uniformly placed
15 on the Product's label and packaging with the intent to induce average consumers
16 into purchasing it.

17 29. Plaintiffs, in the exercise of reasonable diligence, could not have
18 discovered earlier Defendant's unlawful acts described herein because the violations
19 were known to Defendant, and not to them throughout the Class Period herein.

20 30. Plaintiffs paid more for the Product, and would only have been willing
21 to pay less or unwilling to purchase it at all, absent the false and misleading labeling
22 complained of herein.

23 31. For these reasons, the Product was worth less than what Plaintiffs paid
24 for it.

25 32. Plaintiffs would like to, and would consider, purchasing the Product
26 again when they can do so with the assurance that the Product's label is truthful and
27 consistent with the Product's actual ingredients.

28 33. Plaintiffs will be unable to rely on the Product's advertising or labeling

1 in the future, and so will not purchase the Product again although they would like to.

2 34. Plaintiffs lost money as a result of Defendant’s deceptive claims and
3 practices in that they did not receive what they paid for when purchasing the Product.

4 35. Plaintiffs detrimentally altered their position and suffered damages in
5 an amount equal to the premium they paid for the Product.

6 36. The senior officers and directors of Defendant allowed the Product to
7 be sold with full knowledge or reckless disregard that the challenged claims are
8 fraudulent, unlawful, and misleading.

9 **NO ADEQUATE REMEDY AT LAW**

10 37. Plaintiffs seek damages and, in the alternative, equitable restitution.
11 Plaintiffs and members of the class are entitled to equitable relief as no adequate
12 remedy at law exists.

13 38. The statutes of limitations for the causes of action pled herein vary.
14 Class members who purchased the Product more than three years prior to the filing
15 of the complaint will be barred from recovery if equitable relief were not permitted
16 under the UCL.

17 39. The scope of actionable misconduct under the unfair prong of the UCL
18 is also broader than the other causes of action asserted herein. It includes
19 Defendant’s overall unfair marketing scheme to promote and brand the Product over
20 a long period of time in order to gain an unfair advantage over competitor products.
21 The UCL also creates a cause of action for violations of law (such as statutory or
22 regulatory requirements and court orders related to similar representations and
23 omissions made on the type of product at issue). This is especially important here
24 because Plaintiffs allege Defendant has committed “unlawful” acts and bring a claim
25 for violation of the UCL’s “unlawful prong.” Plaintiffs’ UCL unlawful prong claim
26 does not rest on the same conduct as their other causes of action, and there is no
27 adequate remedy at law for this specific unlawful claim. Plaintiffs and class
28 members may also be entitled to restitution under the UCL, while not entitled to

1 damages under other causes of action asserted herein (e.g., the FAL requires actual
2 or constructive knowledge of the falsity; the CLRA is limited to certain types of
3 Plaintiffs (an individual who seeks or acquires, by purchase or lease, any goods or
4 services for personal, family, or household purposes) and other statutorily
5 enumerated conduct).

6 40. Injunctive relief is appropriate on behalf of Plaintiffs and members of
7 the class because Defendant continues to omit material facts about the Product.
8 Injunctive relief is necessary to prevent Defendant from continuing to engage in the
9 unfair, fraudulent, and/or unlawful conduct described herein and to prevent future
10 harm—none of which can be achieved through available legal remedies (such as
11 monetary damages to compensate past harm). Injunctive relief, in the form of
12 affirmative disclosures is necessary to dispel the public misperception about the
13 Product that has resulted from years of Defendant’s unfair, fraudulent, and unlawful
14 marketing efforts. Such disclosures would include, but are not limited to, publicly
15 disseminated statements that the Product’s labeling misrepresentations are untrue
16 and providing accurate information about the Product’s true nature; and/or requiring
17 prominent disclaimers on the Product’s front label concerning the Product’s true
18 nature. An injunction requiring affirmative disclosures to dispel the public’s
19 misperception, and prevent the ongoing deception, is also not available through a
20 legal remedy (such as monetary damages). In addition, Plaintiffs is currently unable
21 to accurately quantify the damages caused by Defendant’s future harm, because
22 discovery and Plaintiffs’ investigation have not yet completed, rendering injunctive
23 relief necessary. Further, because a public injunction is available under the UCL,
24 damages will not adequately benefit the general public in a manner equivalent to an
25 injunction.

26 41. Moreover, a legal remedy is not adequate if it is not as certain as an
27 equitable remedy. Here, Plaintiffs may lack an adequate remedy at law if, for
28 instance, damages resulting from their purchases of the Product are determined to be

1 an amount less than the premium price of the Product. Without compensation for the
2 full premium price of the Product, Plaintiffs and class members would be left without
3 the parity in purchasing power to which they are entitled.

4 42. By the same token, Plaintiffs’ common law claims require additional
5 showings, compared to the UCL, FAL, or unjust enrichment claims. For example,
6 to prevail on a breach of warranty claim, Plaintiffs must show that the challenged
7 statements constitute a warranty and that the warranty was part of the basis of the
8 bargain. No such showings are required by the UCL or FAL, or for an unjust
9 enrichment theory. In fact, the UCL and the FAL were enacted specifically to create
10 new claims and remedies not available at common law. And unjust enrichment exists
11 in part because contractual claims are often more difficult to establish. In this way,
12 Plaintiffs’ UCL and FAL claims, and Plaintiffs’ unjust enrichment claims, are more
13 certain than their legal claims.

14 43. It is premature to determine whether an adequate remedy at law exists.
15 This is an initial pleading and discovery has not yet commenced and/or is at its initial
16 stages. No class has been certified yet. No expert discovery has commenced and/or
17 completed. The completion of fact/non-expert and expert discovery, as well as the
18 certification of this case as a class action, are necessary to finalize and determine the
19 adequacy and availability of all remedies, including legal and equitable, for
20 Plaintiffs’ individual claims and any certified class or subclass. Plaintiffs therefore
21 reserves their right to amend this complaint and/or assert additional facts that
22 demonstrate this Court’s jurisdiction to order equitable remedies where no adequate
23 legal remedies are available for either Plaintiffs and/or any certified class or
24 subclass. Such proof, to the extent necessary, will be presented prior to the trial of
25 any equitable claims for relief and/or the entry of an order granting equitable relief.

26 **V. CLASS ACTION ALLEGATIONS**

27 44. Pursuant to Federal Rule of Civil Procedure 23, Plaintiffs seek
28 certification of the following Classes (or alternative Classes or Subclasses):

1 **The Nationwide Class**

2 All persons in the United States who purchased the Product in their respective
3 state of citizenship for personal and household use and not for resale within
4 the applicable statute of limitations and until the date class notice is
5 disseminated.

6 **The California Subclass**

7 All California citizens who purchased the Product in California for personal
8 and household use and not for resale within the applicable statute of
9 limitations and until the date class notice is disseminated.

10 45. The Classes and Subclasses described in this complaint will jointly be
11 referred to the “Class” or the “Classes” unless otherwise stated, and the proposed
12 members of the Classes and Subclasses will jointly be referred to as “Class
13 Members.”

14 46. Plaintiffs and the Class reserve their right to amend or modify the Class
15 definitions with greater specificity or further division into subclasses or limitation to
16 particular issues as discovery and the orders of this Court warrant.

17 47. Excluded from the Class are governmental entities, Defendant, any
18 entity in which Defendant has a controlling interest, Defendant’s employees,
19 officers, directors, legal representatives, heirs, successors and wholly or partly
20 owned subsidiaries or affiliated companies, including all parent companies, and their
21 employees; and the judicial officers, their immediate family members and court staff
22 assigned to this case.

23 48. The members in the proposed Class are so numerous that individual
24 joinder of all members is impracticable. Due to the nature of the trade and commerce
25 involved, however, Plaintiffs believe the total number of Class members is at least
26 in the hundreds and members of the Classes are numerous. While the exact number
27 and identities of the Class members are unknown at this time, such information can
28 be ascertained through appropriate investigation and discovery. The disposition of

1 the claims of the Class members in a single class action will provide substantial
2 benefits to all parties and to the Court.

3 49. Pursuant to Rule 23(b)(2), Defendant has acted or refused to act on
4 grounds generally applicable to the Classes, thereby making final injunctive relief
5 or corresponding declaratory relief and damages as to the Product appropriate with
6 respect to the Classes as a whole. In particular, Defendant has failed to disclose the
7 true nature of the Product being marketed as described herein.

8 50. There is a well-defined community of interest in the questions of law
9 and fact involved, affecting the Plaintiffs and the Classes and these common
10 questions of fact and law include, but are not limited to, the following:

- 11 • Whether Defendant breached any express warranties made to Plaintiffs
12 and the Class;
- 13 • Whether Defendant breached any implied warranties made to Plaintiffs
14 and the Class;
- 15 • Whether Defendant violated consumer protection statutes, false
16 advertising statutes, or state deceptive business practices statutes;
- 17 • Whether Defendant engaged, and continues to engage, in unfair or
18 deceptive acts and practices in connection with the marketing,
19 advertising, and sales of the Product;
- 20 • Whether reasonable consumers are likely to be misled by Defendant's
21 advertising and labeling of the Product;
- 22 • Whether the Product's challenged representations are material
23 representations made to reasonable consumers;
- 24 • Whether the proposed class is suitable for class certification;
- 25 • The proper amount of restitution, damages, and punitive damages;
- 26 • The proper injunctive relief, including a corrective advertising
27 campaign;
- 28 • The proper amount of attorneys' fees.

1 51. These common questions of law and fact predominate over questions
2 that affect only individual Class Members.

3 52. Plaintiffs' claims are typical of Class Members' claims because they
4 are based on the same underlying facts, events, and circumstances relating to
5 Defendant's conduct. Specifically, all Class Members, including Plaintiffs, were
6 subjected to the same misleading and deceptive conduct when they purchased the
7 Product, and suffered economic injury because the Product was and still is
8 misrepresented. Absent Defendant's business practice of deceptively and unlawfully
9 labeling the Product, Plaintiffs and Class Members would not have purchased the
10 Product, or would have paid less for it.

11 53. Plaintiffs will fairly and adequately represent and protect the interests
12 of the Classes, have no interests incompatible with the interests of the Classes, and
13 have retained counsel with substantial experience in handling complex consumer
14 class action litigation. Plaintiffs and their counsel are committed to vigorously
15 prosecuting this action on behalf of the Classes and have the financial resources to
16 do so.

17 54. Plaintiffs and the members of the Classes suffered, and will continue to
18 suffer harm as a result of Defendant's unlawful and wrongful conduct. A class action
19 is superior to other available methods for the fair and efficient adjudication of the
20 present controversy. Individual joinder of all members of the Classes is
21 impracticable. Even if individual Class members had the resources to pursue
22 individual litigation, it would be unduly burdensome to the courts in which the
23 individual litigation would proceed. Individual litigation magnifies the delay and
24 expense to all parties in the court system of resolving the controversies engendered
25 by Defendant's common course of conduct. The class action device allows a single
26 court to provide the benefits of unitary adjudication, judicial economy, and the fair
27 and efficient handling of all Class members' claims in a single forum. The conduct
28 of this action as a class action conserves the resources of the parties and of the

1 judicial system and protects the rights of the class members. Furthermore, for many,
2 if not most, a class action is the only feasible mechanism that allows an opportunity
3 for legal redress and justice.

4 55. Adjudication of individual Class members’ claims with respect to
5 Defendant would, as a practical matter, be dispositive of the interests of other
6 members not parties to the adjudication, and could substantially impair or impede
7 the ability of other class members to protect their interests.

8 56. Defendant has acted on grounds applicable to the Class, thereby making
9 appropriate final public injunctive and declaratory relief concerning the Class as a
10 whole.

11 57. As a result of the foregoing, class treatment is appropriate.

12 **VI. CAUSES OF ACTION**

13 **FIRST CAUSE OF ACTION**

14 **Violations of the Unfair Competition Law,**
15 **Cal. Bus. & Prof. Code §§ 17200 *et seq.***
16 ***(on behalf of the California Class)***

17 58. Plaintiffs reallege and incorporate the allegations elsewhere in the
18 Complaint as if set forth in full herein.

19 59. California’s Unfair Competition Law, Business and Professions Code
20 §17200 (the UCL”) prohibits any “unfair, deceptive, untrue or misleading
21 advertising.” For the reasons discussed above, Defendant has engaged in unfair,
22 deceptive, untrue and misleading advertising, and continues to engage in such
23 business conduct, in violation of the UCL.

24 60. California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code
25 §§ 17200, *et seq.*, proscribes acts of unfair competition, including “any unlawful,
26 unfair or fraudulent business act or practice and unfair, deceptive, untrue or
27 misleading advertising.”

28 **Fraudulent**

- 1 • By violating California Civil Code §§ 1709-1711 by making
- 2 affirmative misrepresentations about the Product;
- 3 • By violating California Civil Code §§ 1709-1711 by suppressing
- 4 material information about the Product;
- 5 • By violating the California Commercial Code for breaches of express
- 6 and implied warranties;
- 7 • By violating California’s Sherman Act, Cal. Health & Safety Code §
- 8 110390, which prohibits drug and cosmetics labelling that is “false or
- 9 misleading in any particular”;
- 10 • By violating the False Advertising Law, Cal. Bus. & Prof. Code §§
- 11 17500 *et seq.*;
- 12 • By violating the Consumers Legal Remedies Act, Cal. Civ. Code §§
- 13 1750 *et seq.*

14 67. Such conduct is ongoing and continues to this date.

15 68. Plaintiffs and the Class reserve the right to allege other violations of
16 law, which constitute other unlawful business acts or practices.

17 **Unfair**

18 69. Defendant’s acts, omissions, misrepresentations, practices and
19 nondisclosures as alleged herein also constitute “unfair” business acts and practices
20 within the meaning of the UCL in that its conduct is substantially injurious to
21 consumers, offends public policy, and is immoral, unethical, oppressive, and
22 unscrupulous as the gravity of the conduct outweighs any alleged benefits
23 attributable to such conduct. In the alternative, Defendant’s business conduct as
24 described herein violates relevant laws designed to protect consumers and businesses
25 from unfair competition in the marketplace. Such conduct is ongoing and continues
26 to date.

27 70. Defendant’s conduct with respect to the labeling, advertising, and sale
28 of the Product was and is also unfair because it violates public policy as declared by

1 specific constitutional, statutory or regulatory provisions, including but not limited
2 to the Consumers Legal Remedies Act, the False Advertising Law, and portions of
3 the California Sherman Food, Drug, and Cosmetic Law.

4 71. Defendant’s conduct with respect to the labeling, advertising, and sale
5 of the Product was and is also unfair because the consumer injury was substantial,
6 not outweighed by benefits to consumers or competition, and not one consumers
7 themselves could reasonably have avoided.

8 72. Defendant profited from its sale of the falsely, deceptively, and
9 unlawfully advertised and packaged Product to unwary consumers.

10 73. Plaintiffs and Class Members are likely to continue to be damaged by
11 Defendant’s deceptive trade practices, because Defendant continues to disseminate
12 misleading information on the Product’s packaging. Thus, public injunctive relief
13 enjoining Defendant’s deceptive practices is proper.

14 74. There were reasonably available alternatives to further Defendant’s
15 legitimate business interests, other than the conduct described herein.

16 75. Class-wide reliance can be inferred because Defendant’s
17 misrepresentations were material, i.e., a reasonable consumer would consider them
18 important in deciding whether to buy the Product.

19 76. Defendant’s misrepresentations were a substantial factor and proximate
20 cause in causing damages and losses to Plaintiffs and Class members.

21 77. Plaintiffs and the Classes were injured as a direct and proximate result
22 of Defendant’s conduct because (a) they would not have purchased the Product if
23 they had known the truth and (b) they overpaid for the Product because the Product
24 is sold at a price premium due to the misrepresentations.

25 **SECOND CAUSE OF ACTION**

26 **Violations of the False Advertising Law,**

27 **Cal. Bus. & Prof. Code §§ 17500 *et seq.***

28 ***(on behalf of the California Class)***

1 78. Plaintiffs reallege and incorporate the allegations elsewhere in the
2 Complaint as if set forth herein.

3 79. The FAL provides that “[i]t is unlawful for any person, firm,
4 corporation or association, or any employee thereof with intent directly or indirectly
5 to dispose of real or personal property or to perform services” to disseminate any
6 statement “which is untrue or misleading, and which is known, or which by the
7 exercise of reasonable care should be known, to be untrue or misleading” Cal. Bus.
8 & Prof. Code § 17500.

9 80. It is also unlawful under the FAL to disseminate statements concerning
10 property or services that are “untrue or misleading, and which is known, or which
11 by the exercise of reasonable care should be known, to be untrue or misleading.” *Id.*

12 81. As alleged herein, Defendant falsely advertised the Product by falsely
13 representing that each unit of the Product contained the advertised dosage, when in
14 fact, a consumer would need to take two gummies to achieve the advertised dosage.

15 82. Plaintiffs have standing to pursue this claim as Plaintiffs have suffered
16 injury in fact as a result of Defendant’s actions as set forth herein. Specifically, prior
17 to the filing of this action, Plaintiffs purchased the Product in reliance on
18 Defendant’s false and misleading labeling claims that each unit of the Product
19 contained the advertised dosage.

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

25 84. Defendant profited from its sale of the falsely and deceptively
26 advertised Product to unwary consumers.

27 85. As a result, Plaintiffs, the Class, and the general public are entitled to
28 public injunctive and equitable relief, restitution, and an order for the disgorgement

1 of the funds by which Defendant was unjustly enriched.

2 86. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiffs, on behalf of
3 themselves and the Classes, seeks an order enjoining Defendant from continuing to
4 engage in deceptive business practices, false advertising, and any other act
5 prohibited by law, including those set forth herein.

6 **THIRD CAUSE OF ACTION**

7 **Violations of the Consumer Legal Remedies Act,**

8 **Cal. Civ. Code §§ 1750 *et seq.***

9 ***(on behalf of the California Class)***

10 87. Plaintiffs reallege and incorporate the allegations elsewhere in the
11 Complaint as if set forth in full herein.

12 88. The CLRA prohibits deceptive practices in connection with the conduct
13 of a business that provides goods, property, or services primarily for personal,
14 family, or household purposes.

15 89. Defendant’s false and misleading labeling and other policies, acts, and
16 practices were designed to, and did, induce the purchase and use of the Product for
17 personal, family, or household purposes by Plaintiffs and Class Members, and
18 violated and continue to violate the following sections of the CLRA:

- 19 • § 1770(a)(5): Representing that goods have characteristics, uses, or
20 benefits which they do not have;
- 21 • § 1770(a)(7): Representing that goods are of a particular standard,
22 quality, or grade if they are of another; and
- 23 • § 1770(a)(9): Advertising goods or services with intent not to sell them
24 as advertised.

25 90. Defendant profited from the sale of the falsely, deceptively, and
26 unlawfully advertised Product to unwary consumers.

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

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

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

8 94. More than thirty days have passed, and Defendant has failed to take the
9 corrective action specified in Plaintiff’s CLRA letter. Plaintiffs therefore seek actual,
10 punitive, and statutory damages as appropriate, as well as attorneys’ fees and costs
11 for Defendant’s violations of the CLRA.

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

14 **FOURTH CAUSE OF ACTION**

15 **Breach of Express Warranties,**

16 **Cal. Com. Code § 2313(1)**

17 ***(on behalf of all Classes)***

18 96. Plaintiffs reallege and incorporate the allegations elsewhere in the
19 Complaint as if set forth in full herein.

20 97. Through the Product’s labels and advertising, Defendant made
21 affirmations of fact or promises, or description of goods, described above, which
22 were “part of the basis of the bargain,” in that Plaintiffs and the Class purchased the
23 Product in reasonable reliance on those statements. Cal. Com. Code § 2313(1).

24 98. The foregoing representations were material and were a substantial
25 factor in causing the harm suffered by Plaintiffs and the Class because they
26 concerned the allegation that Defendant misrepresented the dosage of each unit of
27 the Product.

28 99. These representations had an influence on consumers’ decisions in

1 purchasing the Product.

2 100. Defendant made the above representations to induce Plaintiffs and the
3 members of Class to purchase the Product. Plaintiffs and the Class members relied
4 on the representations when purchasing Defendant’s Product.

5 101. Defendant breached the express warranties by selling the Product with
6 false and misleading advertised dosage amounts.

7 102. That breach actually and proximately caused injury in the form of the
8 price premium that Plaintiffs and Class members paid for the Product.

9 **FIFTH CAUSE OF ACTION**

10 **Breach of Implied Warranties**

11 **Cal. Com. Code § 2314**

12 ***(on behalf of all Classes)***

13 103. Plaintiffs reallege and incorporate the allegations elsewhere in the
14 Complaint as if set forth in full herein.

15 104. Defendant, through its acts and omissions set forth herein, in the sale,
16 marketing, and promotion of the Product, misrepresented the dosage amount of the
17 Product to Plaintiffs and the Class.

18 105. Plaintiffs and the Class purchased the Product manufactured,
19 advertised, and sold by Defendant, as described herein.

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

23 107. However, Defendant breached that implied warranty in that the Product
24 did not contain the represented dosage in each unit of the Product, and instead,
25 consumers must ingest multiple gummies to achieve the advertised dosage.

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

1 on the label of the Product.

2 109. Plaintiffs and the Class have sustained damages as a proximate result
3 of the foregoing breach of implied warranty in the amount of the Product's price
4 premium.

5 **SIXTH CAUSE OF ACTION**

6 **Negligent Misrepresentation**

7 *(on behalf of all Classes)*

8 110. Plaintiffs reallege and incorporate the allegations elsewhere in the
9 Complaint as if set forth in full herein.

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

16 112. During the applicable Class period, Defendant negligently or carelessly
17 misrepresented, omitted, and concealed from consumers material facts regarding the
18 quality and characteristics of the Product, including the amount of supplement
19 contained in each gummy.

20 113. Defendant made such false and misleading statements and omissions
21 with the intent to induce Plaintiffs and Class Members to purchase the Product at a
22 premium price.

23 114. Defendant was careless in ascertaining the truth of its representations
24 in that it knew or should have known that Plaintiffs and Class Members would be
25 overpaying for Product that contained substantially less milligrams per unit than
26 advertised.

27 115. Plaintiffs and Class Members were unaware of the falsity in
28 Defendant's misrepresentations and omissions and, as a result, justifiably relied on

1 them when making the decision to purchase the Product.

2 116. Plaintiffs and Class Members would not have purchased the Product or
3 paid as much for the Product if the true facts had been known.

4 **SEVENTH CAUSE OF ACTION**

5 **Intentional Misrepresentation/Fraud**

6 *(on behalf of all Classes)*

7 117. Plaintiffs reallege and incorporate the allegations elsewhere in the
8 Complaint as if set forth in full herein.

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

15 119. During the applicable Class period, Defendant intentionally
16 misrepresented, omitted, and concealed from consumers material facts regarding the
17 quality and characteristics of the Product, including the dosage amount of each
18 gummy. These representations were material and were uniformly made.

19 120. As noted in detail above, these representations were false and
20 misleading, as each unit of the Product contained only a fraction of the advertised
21 dosage. Defendant made these misrepresentations with actual knowledge of their
22 falsity and/or made them with fraudulent intent.

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

27 122. Defendant's deceptive or fraudulent intent is evidenced by motive and
28 opportunity. Defendant knew that consumers would pay more for a product if they

1 believed they were receiving a higher dosage than that of competitors’ lawfully
2 labeled products. For that reason, Defendant misrepresented the dosage of its
3 Product so that Defendant could realize greater profits. Defendant knew that
4 consumers would place trust and confidence in its Product’s claims and rely thereon
5 in their purchases of the Product.

6 123. Plaintiffs and the Class Members were unaware of the falsity in
7 Defendant’s misrepresentations and omissions and, as a result, justifiably relied on
8 them when making the decision to purchase the Product.

9 124. As a proximate result of Defendant’s intentional misrepresentations,
10 Plaintiffs and the Class were induced to purchase the Product at a premium.

11 125. Plaintiffs and the Class Members would not have purchased the Product
12 or paid as much for the Product if the true facts had been known.

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

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

20 **EIGHTH CAUSE OF ACTION**

21 **Quasi-Contract/ Unjust Enrichment**

22 *(on behalf of all Classes)*

23 128. Plaintiffs reallege and incorporate the allegations elsewhere in the
24 Complaint as if set forth in full herein.

25 129. As alleged in detail above, Defendant’s false and misleading labelling
26 caused Plaintiffs and the Class to purchase the Product at a premium.

27 130. In this way, Defendant received a direct and unjust benefit, at Plaintiffs
28 and the Class’s expense.

1 131. It would be unjust and inequitable for Defendant to retain the above-
2 mentioned benefits. For example, Defendant was only able to charge a premium for
3 the Product by intentionally withholding information from Plaintiffs, or otherwise
4 misrepresenting the Product’s qualities.

5 132. Plaintiffs and the Class seek restitution.

6 **VII. PRAYER FOR RELIEF**

7 133. Wherefore, Plaintiffs, on behalf of themselves and all others similarly
8 situated, prays for judgment against Defendant as follows:

- 9 • For an order certifying this action as a class action, appointing Plaintiffs
10 as the Class Representatives, and appointing Plaintiffs’ Counsel as
11 Class Counsel;
- 12 • For an order declaring that Defendant’s conduct violates the statutes
13 and laws referenced herein, consistent with applicable law and pursuant
14 to only those causes of action so permitted;
- 15 • For an order awarding monetary compensation in the form of damages,
16 restitution, and/or disgorgement to Plaintiffs and the Class, consistent
17 with permissible law and pursuant to only those causes of action so
18 permitted;
- 19 • For an order awarding punitive damages, statutory penalties, and/or
20 monetary fines, consistent with permissible law and pursuant to only
21 those causes of action so permitted;
- 22 • For an order awarding attorneys’ fees and costs, consistent with
23 permissible law and pursuant to only those causes of action so
24 permitted;
- 25 • For an order awarding pre-judgment and post-judgment interest,
26 consistent with permissible law and pursuant to only those causes of
27 action so permitted; and
- 28 • For such other and further relief as the Court deems just and proper.

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JURY DEMAND

Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated: April 21, 2026

CROSNER LEGAL, P.C.

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