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

Attorneys for Plaintiff, and all others similarly situated

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

MICHAEL DOTSON, individually, and on
behalf of others similarly situated,

Plaintiff,

vs.

DANONE WATERS OF AMERICA, LLC

Defendant.

Case No. **24STCV04928**

CLASS ACTION COMPLAINT

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

Jury Trial Demanded

1 Now comes the Plaintiff, MICHAEL DOTSON (“Plaintiff”), individually
2 and on behalf of all others similarly situated, by and through his attorneys, and for
3 his class action Complaint against the Defendant, DANONE WATERS OF
4 AMERICA, LLC (“Defendant”), Plaintiff alleges and states as follows:

5 **PRELIMINARY STATEMENTS**

6 1. This is an action for damages, injunctive relief, and any other available
7 legal or equitable remedies, for violations of Unfair Competition Law (Cal.
8 Business & Professions Code §§ 17500 *et seq.*, and Unfair Competition Law (Cal.
9 Business & Professions Code §§ 17200 *et seq* resulting from the illegal actions of
10 Defendant, in advertising and labeling its products as Natural Spring Water, when
11 the products contain microplastics. Plaintiff alleges as follows upon personal
12 knowledge as to himself and his own acts and experiences, and, as to all other
13 matters, upon information and belief, including investigation conducted by his
14 attorneys.

15 **JURISDICTION AND VENUE**

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

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

21 4. Venue is proper in this Court because Defendant does business *inter*
22 *alia* in the county of Los Angeles and a significant portion of the conduct giving
23 rise to Plaintiff’s Claims happened here.

24 **PARTIES**

25 5. Plaintiff is an individual who was at all relevant times residing in Los
26 Angeles, California.

27 6. Defendant is a Delaware limited liability company, whose principal
28 place of business is located in Denver, Colorado.

1 7. At all times relevant hereto, Defendant was engaged in the
2 manufacturing, marketing, and sale of bottled water.

3 **FACTS COMMON TO ALL COUNTS**

4 8. Defendant manufactures, advertises, markets, sells, and distributes
5 bottled water throughout California and the United States.

6 9. During the Class Period Defendant sold Evian bottled water (the
7 “Products”) labeled, marketed, and advertised as “Natural Spring Water” but which
8 actually contained microplastics.

9 10. Microplastics are small sized plastic particles that originate from
10 manufacturing and physical degradation of plastics. Microplastics encompass a
11 variety of different molecules with different structures, shapes, sizes, and polymers.

12 11. Microplastics are not naturally occurring. Instead, microplastics are
13 typically made from polypropylene, polyethylene, polystyrene, and other synthetic
14 polymers.¹

15 12. Microplastics can leach into the water from the bottle, and consumers
16 are exposed to additives, processing aid, and unreacted monomers.²

17 13. In 2018 Orb Media commissioned a global study on synthetic
18 microplastic contamination in bottled water.³ The study was performed at the
19 Mason lab at State University of New York at Fredonia, Department of Geology &
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23
24 ¹ Md. Iftakharul Muhib, Md. Khabir Uddin, Md. Mostafizur Rahman, and Guilherme
25 Malafaia, "Occurrence of microplastics in tap and bottled water, and food packaging: A
26 narrative review on current knowledge," *Science of The Total Environment* (2022),
27 <http://dx.doi.org/10.1016/j.scitotenv.2022.161274>.

28 ² *Id*; Winkler, A., Santo, N., Ortenzi, M.A., Bolzoni, E., Bacchetta, R., Tremolada, P.,
2019. Does mechanical stress cause microplastic release from plastic water bottles? *Water Res.*
166, 115082

³ Orb Media, "Plus Plastic," Orb Media (2023), available at <https://orbmedia.org/plus-plastic>.

1 Environmental Sciences. The study tested 259 individual bottles from 27 different
2 lots across 11 brands purchased from 19 locations in 9 countries. Ninety-three
3 percent, (“93%”), of bottled water showed signs of microplastic contamination.
4

5 14. A study conducted in 2019 found the origin of bottled microplastics in
6 drinking water due to mechanical stress.⁴ They proposed that the main mechanical
7 reason for bottled water contamination originated from releasing microplastic
8 particles from the bottleneck and plastic cap by frequent opening and closing.
9

10 15. Microplastic contamination in the Products is possible at various
11 manufacturing levels and as a result of usage by reasonable consumers.⁵
12

13 16. Toxic effects of microplastics on the physiology and behavior of
14 marine invertebrates have been extensively documented.⁶ Similar effects have also
15 been observed in larger marine vertebrates such as fish. Furthermore, recent studies
16 using mouse models have reported potential effects of Microplastics on mammalian
17 gut microbiota, as well as cellular and metabolic toxicity in the host.⁷ However, the
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21 ⁴ Winkler, A., Santo, N., Ortenzi, M.A., Bolzoni, E., Bacchetta, R., Tremolada, P., 2019.
22 Does mechanical stress cause microplastic release from plastic water bottles? *Water Res.* 166,
115082.

23 ⁵ See Md. Iftakharul Muhib, Md. Khabir Uddin, Md. Mostafizur Rahman, and Guilherme
24 Malafaia, "Occurrence of microplastics in tap and bottled water, and food packaging: A
narrative review on current knowledge," *Science of The Total Environment* (2022),
<http://dx.doi.org/10.1016/j.scitotenv.2022.161274>.

25 ⁶ Damià Barceló, Yolanda Picó, & Ahmed H. Alfarhan, *Microplastics: Detection in*
26 *human samples, cell line studies, and health impacts*, *Environmental Toxicology and*
Pharmacology (2023), <https://doi.org/10.1016/j.etap.2023.104204>; Grote, K., Brüstle, F.,
Vlácil, A.K., 2023. Cellular and systemic effects of micro- and nanoplastics in mammals—
what we know so far. *Materials* 16, 3123. <https://doi.org/10.3390/ma16083123>;

27 ⁷ Yong, C.Q.Y., Valiyaveetil, S., Tang, B.L., 2020. Toxicity of microplastics and
28 nanoplastics in mammalian systems. *Int. J. Environ. Res. Public Health* 2020 Vol. 17, 1509.
<https://doi.org/10.3390/IJERPH17051509>.

1 pathophysiological consequences of acute and chronic exposure to microplastics in
2 mammalian systems, particularly in humans, are not yet fully understood.⁸

3 17. After being absorbed, Microplastics have the potential to be
4 transported through the circulatory system and subsequently accumulate in various
5 organs, including the kidney, gut, and liver.⁹ Thus, the effects on several blood and
6 the immune system cell lines have been widely reported for several Microplastics.
7 Moreover, Microplastics exhibit a "Trojan Horse" effect by absorbing and
8 transporting various environmental pollutants.¹⁰

9 18. Studies indicate that exposure to microplastics through ingestion can
10 lead to gastrointestinal problems such as irritable bowel syndrome; endocrine
11 disruption such as adverse effects on hormonal balance and reproductive function;
12 and cardiovascular problems such as increase of oxidative stress and impaired
13 regular heart function.¹¹

14 19. Microplastics contamination is a material concern to Plaintiff and other
15 reasonable consumers.

16 20. Bottled water that is contaminated with microplastics is not natural.

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25 ⁸ Damià Barceló, Yolanda Picó, & Ahmed H. Alfarhan, *Microplastics: Detection in*
26 *human samples, cell line studies, and health impacts*, Environmental Toxicology and
27 Pharmacology (2023), <https://doi.org/10.1016/j.etap.2023.104204>

28 ⁹ Id.

¹⁰ Id.

¹¹ Ebuka Chizitere Emenike et al., *From Oceans to Dinner Plates: The Impact of*
Microplastics on Human Health, Volume 9, issue 10, Heliyon, 2023,
<https://www.sciencedirect.com/science/article/pii/S240584402307648X>

1 21. The Food and Drug Administration (“FDA”) has not officially defined
2 the term “natural” and has not promulgated an official rule regarding the use of the
3 term “natural.”

4 22. Furthermore, FDA has considered the term "natural" to mean that
5 nothing artificial or synthetic (including all color additives regardless of source) has
6 been included in, or has been added to, a food that would not normally be expected
7 to be in that food.¹²

8 23. Microplastics are not expected to be in food or water.

9 24. Plaintiff, and reasonable consumers, do not expect “Natural” water
10 products to contain microplastics.

11 25. The following picture includes an example of Defendant’s fraudulent
12 labeling:



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27 ¹² U.S. Food and Drug Administration, "Use of the Term 'Natural' on Food Labeling,"
28 FDA (2023), available at <https://www.fda.gov/food/food-labeling-nutrition/use-term-natural-food-labeling>.

1 26. Yet, when consumers drink Defendant’s Products, they are consuming
2 synthetic plastic particles.

3 27. On January 27, 2024, Plaintiff purchased one case of Products labeled,
4 marketed, and sold as “Natural Spring Water”, from a Food For Less in Los
5 Angeles.
6

7 28. Plaintiff’s Products contained microplastics despite being labeled
8 Natural Spring Water.
9

10 29. Persons, like Plaintiff herein, have an interest in purchasing products
11 that do not contain false and misleading claims with regards to the contents of the
12 Products.
13

14 30. By making false and misleading claims about the contents of its
15 Products, Defendant impaired Plaintiff’s ability to choose the type and quality of
16 products he chose to buy.
17

18 31. Therefore, Plaintiff has been deprived of his legally protected interest
19 to obtain true and accurate information about their consumer products as required
20 by law.
21

22 32. As a result of Defendant’s fraudulent labeling, Plaintiff and the Class
23 have been misled into purchasing Products that did not provide them with the
24 benefit of the bargain they paid money for, namely that the Products were Natural
25 Spring Water.
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1 33. As a result of Defendant's fraudulent labeling, Plaintiff and the Class
2 paid a price premium for premium Products, but instead received non-premium
3 Products.

4 34. Plaintiff and the Class purchased Defendant's Products because
5 Defendant's advertising claimed that the Products were Natural Spring Water.
6

7 35. Due to Defendant's intentional, deceitful practice of falsely labeling
8 the Products as Natural Spring Water, Plaintiff could not have known that the
9 Products contained microplastics.
10

11 36. Plaintiff was unaware that the Products contained microplastics when
12 he purchased them.
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14 37. Worse than the lost money, Plaintiff, the Class, and Sub-Class were
15 deprived of their protected interest to choose the type and quality of products they
16 ingest.
17

18 38. Defendant, and not Plaintiffs, the Class, or Sub-Class, knew or should
19 have known that labeling, marketing, and selling the Products as Natural Spring
20 Water was false, deceptive, and misleading, and that Plaintiff, the Class, and Sub-
21 Class members would not be able to tell the Products they purchased contained
22 microplastics unless Defendant expressly told them.
23

24 39. Defendant knew that the Products contained microplastics but chose to
25 label the Products with Natural Spring Water labeling anyway to induce consumers
26 to purchase the Products.
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1 44. Defendant, their employees and agents are excluded from the Class and
2 Sub-Class. Plaintiff does not know the number of members in the Class and Sub-
3 Class, but believe the members number in the thousands, if not more. Thus, this
4 matter should be certified as a Class Action to assist in the expeditious litigation of
5 the matter.

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

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

17 47. There are questions of law and fact common to the Class and Sub-Class
18 affecting the parties to be represented. The questions of law and fact common to the
19 Class and Sub-Class predominate over questions which may affect individual class
20 members and include, but are not necessarily limited to, the following:

- 21 a. Whether the Defendant intentionally, negligently, or recklessly
22 disseminated false and misleading information by labeling the
23 Products as Natural when the Products contain microplastics;
 - 24 b. Whether the Class and Sub-Class members were informed that
25 the Products contained microplastics;
 - 26 c. Whether the Products contained micoplastics;
 - 27 d. Whether Defendant's conduct was unfair and deceptive;
- 28

- 1 e. Whether Defendant unjustly enriched itself as a result of the
- 2 unlawful conduct alleged above;
- 3 f. Whether the inclusion of microplastics in the Products is a
- 4 material fact;
- 5 g. Whether there should be a tolling of the statute of limitations;
- 6 and
- 7 h. Whether the Class and Sub-Class are entitled to restitution,
- 8 actual damages, punitive damages, and attorney fees and costs.

9 48. As a resident of the United States and the State of California who
10 purchased the Products, Plaintiff is asserting claims that are typical of the Class and
11 Sub-Class.

12 49. Plaintiff has no interests adverse or antagonistic to the interests of the
13 other members of the Class and Sub-Class.

14 50. Plaintiff will fairly and adequately protect the interests of the members
15 of the Class and Sub-Class. Plaintiff has retained attorneys experienced in the
16 prosecution of class actions.

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

1 class members who could not otherwise afford to seek legal redress for the wrongs
2 complained of herein.

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

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

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

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

18 55. Plaintiff incorporates by reference each allegation set forth above in
19 paragraphs 1 through 54.

20 56. Pursuant to California Business and Professions Code section 17500,
21 *et seq.*, it is unlawful to engage in advertising “which is untrue or misleading, and
22 which is known, or which by the exercise of reasonable care should be known, to
23 be untrue or misleading...or...to so make or disseminate or cause to be so made or
24 disseminated any such statement as part of a plan or scheme with the intent not to
25 sell that personal property or those services, professional or otherwise, so
26 advertised at the price stated therein, or as so advertised.”
27
28

1 57. California Business and Professions Code section 17500, *et seq.*'s
2 prohibition against false advertising extends to the use of false or misleading
3 written statements.

4 58. Defendant misled consumers by making misrepresentations and
5 untrue statements about the Class Products, namely, Defendant sold the Products
6 with labeling claiming the Products were Natural, and made false representations
7 to Plaintiff and other putative class members in order to solicit these transactions.

8 59. Specifically, Defendant claimed the Products were Natural when the
9 Products contained synthetic microplastics.

10 60. Defendant knew that their representations and omissions were untrue
11 and misleading, and deliberately made the aforementioned representations and
12 omissions in order to deceive reasonable consumers like Plaintiff and other Class
13 and Sub-Class Members.

14 61. As a direct and proximate result of Defendant's misleading and false
15 advertising, Plaintiff and the other Class Members have suffered injury in fact and
16 have lost money or property. Plaintiff reasonably relied upon Defendant's
17 fraudulent statements regarding the Products, namely that they did not know the
18 Products contained synthetic microplastics. In reasonable reliance on Defendant's
19 omissions of material fact and false advertisements, Plaintiff and other Class and
20 Sub-Class Members purchased the Products. In turn Plaintiff and other Class
21 Members ended up with products that turned out to actually be different than
22 advertised, and therefore Plaintiff and other Class Members have suffered injury
23 in fact.

24 62. Plaintiff alleges that these false and misleading written
25 representations made by Defendant constitute a "scheme with the intent not to sell
26 that personal property or those services, professional or otherwise, so advertised
27 at the price stated therein, or as so advertised."
28

1 63. Defendant advertised to Plaintiff and other putative class members,
 2 through written representations and omissions made by Defendant and its
 3 employees, that the Class Products would be Natural.

4 64. Defendant knew that the Class Products did in fact contain synthetic
 5 microplastics.

6 65. Thus, Defendant knowingly sold Class Products to Plaintiff and other
 7 putative class members that contained synthetic microplastics and were not
 8 Natural.

9 66. The misleading and false advertising described herein presents a
 10 continuing threat to Plaintiff and the Class and Sub-Class Members in that
 11 Defendant persists and continues to engage in these practices, and will not cease
 12 doing so unless and until forced to do so by this Court. Defendant’s conduct will
 13 continue to cause irreparable injury to consumers unless enjoined or restrained.
 14 Plaintiff is entitled to preliminary and permanent injunctive relief ordering
 15 Defendant to cease their false advertising, as well as disgorgement and restitution
 16 to Plaintiff and all Class Members Defendant’s revenues associated with their false
 17 advertising, or such portion of those revenues as the Court may find equitable.

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

22 67. Plaintiff incorporates by reference each allegation set forth above in
 23 paragraphs 1 through 54.

24 68. Actions for relief under the unfair competition law may be based on
 25 any business act or practice that is within the broad definition of the UCL. Such
 26 violations of the UCL occur as a result of unlawful, unfair or fraudulent business
 27 acts and practices. A plaintiff is required to provide evidence of a causal
 28 connection between a defendant's business practices and the alleged harm--that is,

1 evidence that the defendant's conduct caused or was likely to cause substantial
2 injury. It is insufficient for a plaintiff to show merely that the defendant's conduct
3 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory
4 definition of unfair competition covers any single act of misconduct, as well as
5 ongoing misconduct.

6 UNFAIR

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

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

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

27 72. Moreover, Defendant’s conduct as alleged herein solely benefits
28 Defendant while providing no benefit of any kind to any consumer. Such

1 deception utilized by Defendant convinced Plaintiff and members of the Class that
2 the Class Products were natural, in order to induce them to spend money on said
3 Class Products. In fact, knowing that Class Products, by their objective terms
4 contained microplastics, unfairly profited from their sale, in that Defendant knew
5 that the expected benefit that Plaintiff would receive from this feature is
6 nonexistent, when this is typically never the case in situations involving consumer
7 products. Thus, the injury suffered by Plaintiff and the members of the Class and
8 Sub-Class is not outweighed by any countervailing benefits to consumers.

9 73. Finally, the injury suffered by Plaintiff and members of the Class and
10 California Sub-Class is not an injury that these consumers could reasonably have
11 avoided. After Defendant, fraudulently labeled the Class Products as Natural, the
12 Plaintiff, Class members, and Sub-Class Members suffered injury in fact due to
13 Defendant's sale of Class Products to them. Defendant failed to take reasonable
14 steps to inform Plaintiff and Class and Sub-Class members that the Class Products
15 contained synthetic microplastics and are not Natural as a result. As such,
16 Defendant took advantage of Defendant's position of perceived power in order to
17 deceive Plaintiff and the Class members to purchase the products. Therefore, the
18 injury suffered by Plaintiff and members of the Class is not an injury which these
19 consumers could reasonably have avoided.

20 74. Thus, Defendant's conduct has violated the "unfair" prong of
21 California Business & Professions Code § 17200.

22 **FRAUDULENT**

23 75. California Business & Professions Code § 17200 prohibits any
24 "fraudulent ... business act or practice." In order to prevail under the "fraudulent"
25 prong of the UCL, a consumer must allege that the fraudulent business practice
26 was likely to deceive members of the public.

27 76. The test for "fraud" as contemplated by California Business and
28 Professions Code § 17200 is whether the public is likely to be deceived. Unlike

1 common law fraud, a § 17200 violation can be established even if no one was
2 actually deceived, relied upon the fraudulent practice, or sustained any damage.

3 77. Here, not only were Plaintiff and the Class and Sub-Class members
4 likely to be deceived, but these consumers were actually deceived by Defendant.
5 Such deception is evidenced by the fact that Plaintiff agreed to purchase Class
6 Products at a price premium even though the Products contained synthetic
7 microplastics. Plaintiff's reliance upon Defendant's deceptive statements is
8 reasonable due to the unequal bargaining powers of Defendant and Plaintiff. For
9 the same reason, it is likely that Defendant's fraudulent business practice would
10 deceive other members of the public.

11 78. As explained above, Defendant deceived Plaintiff and other Class
12 Members by labeling the Products as Natural, when in fact the Products contain
13 synthetic microplastics.

14 79. Thus, Defendant's conduct has violated the "fraudulent" prong of
15 California Business & Professions Code § 17200.

16 **UNLAWFUL**

17 80. California Business and Professions Code Section 17200, et seq.
18 prohibits "any unlawful...business act or practice."

19 81. As explained above, Defendant deceived Plaintiff and other Class
20 Members by labeling the Products as Natural, when in fact the Products contain
21 synthetic microplastics.

22 82. Defendant used false advertising, marketing, and misrepresentations
23 to induce Plaintiff and Class and Sub-Class Members to purchase the Class
24 Products, in violation of California Business and Professions Code Section 17500,
25 et seq.

26 83. Had Defendant not falsely advertised, marketed or misrepresented the
27 Class Products, Plaintiff and Class Members would not have purchased the Class
28 Products. Defendant's conduct therefore caused and continues to cause economic

1 harm to Plaintiff and Class Members. These representations by Defendant are
2 therefore an “unlawful” business practice or act under Business and Professions
3 Code Section 17200 *et seq.*

4 84. Defendant has thus engaged in unlawful, unfair, and fraudulent
5 business acts entitling Plaintiff and Class and Sub-Class Members to judgment and
6 equitable relief against Defendant, as set forth in the Prayer for Relief.
7 Additionally, pursuant to Business and Professions Code section 17203, Plaintiff
8 and Class and Sub-Class Members seek an order requiring Defendant to
9 immediately cease such acts of unlawful, unfair, and fraudulent business practices
10 and requiring Defendant to correct its actions.

11 **MISCELLANEOUS**

12 101. Plaintiff and Classes Members allege that they have fully complied
13 with all contractual and other legal obligations and fully complied with all
14 conditions precedent to bringing this action or all such obligations or conditions
15 are excused.

16 **REQUEST FOR JURY TRIAL**

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

18 **PRAYER FOR RELIEF**

19 103. Plaintiff, on behalf of himself and the Class and Sub-Class, requests
20 the following relief:

- 21 (a) An order certifying the Class and Sub-Class and appointing
22 Plaintiff as Representative of the Class and Sub-Class;
- 23 (a) An order certifying the undersigned counsel as Class and Sub-
24 Class Counsel;
- 25 (b) An order requiring Defendant to engage in corrective
26 advertising regarding the conduct discussed above;
- 27 (c) Actual damages suffered by Plaintiff and Class and Sub-Class
28

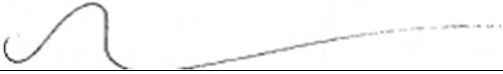
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- Members as applicable or full restitution of all funds acquired from Plaintiff and Class and Sub-Class Members from the sale of misbranded Class Products during the relevant class period;
- (d) Punitive damages, as allowable, in an amount determined by the Court or jury;
 - (e) Any and all statutory enhanced damages;
 - (f) All reasonable and necessary attorneys' fees and costs provided by statute, common law or the Court's inherent power;
 - (g) Pre- and post-judgment interest; and
 - (h) All other relief, general or special, legal and equitable, to which Plaintiff and Class and Sub-Class Members may be justly entitled as deemed by the Court.

Dated: February 27, 2024

Respectfully submitted,

LAW OFFICES OF TODD M. FRIEDMAN, PC

By: 

TODD M. FRIEDMAN, ESQ.
Attorney for Plaintiff Michael Dotson