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

14
15 NATASHA PARACHA, and
MORGAN STECKLER, On Behalf of
16 Themselves and All Others Similarly
Situating,
17

18 Plaintiffs,

19 v.

20 GENERAL MILLS, INC., a Delaware
21 Corporation

22 Defendant.
23

Case No.: 2:18-cv-07659

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. VIOLATION OF THE UNFAIR
COMPETITION LAW, Business and
Professions Code §17200 *et seq.*; and
2. VIOLATION OF THE
CONSUMERS LEGAL REMEDIES
ACT, Civil Code §1750 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiffs Natasha Paracha and Morgan Steckler bring this action on behalf of
2 themselves and all others similarly situated against Defendant General Mills, Inc. and
3 state:

4 **FACTUAL ALLEGATIONS**

5 1. Defendant manufactures, markets, sells, and distributes various food
6 products. This lawsuit concerns four of those products: Cheerios Toasted Whole
7 Grain Oat Cereal, Nature Valley Granola Protein Oats n’ Honey, Nature Valley
8 Crunchy Granola Bars – Oat’s n’ Honey, and Lucky Charms (the “Products”).¹

9 2. In marketing its Products, Defendant seeks to appeal to the consuming
10 public’s ever-growing health consciousness and increasing appetite for nutritious,
11 wholesome foods that will benefit their health and avoidance of highly-processed
12 foods with non-healthy attributes such as GMOs, artificial additives, gluten, added
13 sugars, and hydrogenated oils.

14 3. Defendant makes several detailed representations about the health
15 attributes of its Products on the front of the Product packages. For example,
16 Defendant represents on the front of each and every Cheerios Toasted Whole Grain
17 Oat Cereal Product that the Product is “made with 100% whole grain oats”, “can help
18 lower cholesterol” and “may reduce the risk of heart disease”, is “simply made” and
19 “Gluten Free”, contains “NO artificial flavors [or] colors”, and the “1st Ingredient [is]
20 whole grain oats”. Further, on the top of the box, which consumers see when they
21 pick the Product up off of the shelf and continue to see every time they eat Cheerios,
22 Defendant represents in all capital letters against a white background on an otherwise
23 yellow box that the “FIRST INGREDIENT [is] WHOLE GRAIN” and that “A
24 WHOLE GRAIN FOOD IS MADE BY USING ALL THREE PARTS OF THE
25 GRAIN. ALL GENERAL MILLS BIG G CEREALS CONTAIN MORE WHOLE
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27 _____
28 ¹ Plaintiff reserves the right to add additional products upon completion of discovery.

1 GRAIN THAN ANY OTHER SINGLE INGREDIENT.” Similarly, Defendant
2 represents on the front of each and every Nature Valley Crunchy Granola Bars – Oats
3 n’ Honey Product that the Product is “made with 100% NATURAL whole grain
4 OATS” and contains “16g of whole grain”. Defendant makes one or more similar
5 attribute representations on the front of its other Product packages. These
6 representations are collectively referred to as the “Product Health Representations”.

7 4. The Product Health Representations lead reasonable consumers to
8 believe the Products will foster their “good health” and not pose a safety risk to or
9 potentially harm their health.

10 5. However, recent testing by the Environmental Working Group (EWG),
11 a nonprofit organization dedicated to protecting human health and the environment,
12 revealed that Defendant’s Products contain glyphosate, one of the most widely used
13 weed killing poisons in the United States. EWG’s Children’s Health Initiative,
14 “Breakfast With a Dose of Roundup?” August 15, 2018, *available at*
15 <https://www.ewg.org/childrenshealth/glyphosateincereal/#.W3TTbPZFw2w>
16 (“EWG”) (last visited August 23, 2018). Each year, more than 250 million pounds of
17 glyphosate is sprayed on American crops, including wheat, barley, and oats just
18 before they are harvested. *Id.* Glyphosate adheres to the crops and Defendant’s
19 cleansing process fails to remove the glyphosate residue.

20 6. The EWG’s glyphosate findings confirm the results of a study published
21 in 2016 by the nonprofit Food Democracy Now that found glyphosate in Defendant’s
22 Cheerios Toasted Whole Grain Oat Cereal Product. *See* Glyphosate: Unsafe on Any
23 Plate, Food Testing Results and Scientific Reasons for Concern, at p. 5, *available at*
24 [https://s3.amazonaws.com/media.fooddemocracynow.org/images/FDN_Glyphosate](https://s3.amazonaws.com/media.fooddemocracynow.org/images/FDN_Glyphosate_FoodTesting_Report_p2016.pdf)
25 [_FoodTesting_Report_p2016.pdf](https://s3.amazonaws.com/media.fooddemocracynow.org/images/FDN_Glyphosate_FoodTesting_Report_p2016.pdf) (last visited August 27, 2018).

26 7. The International Agency for Research on Cancer, part of the World
27 Health Organization, has determined that glyphosate is “probably carcinogenic to
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1 humans”. IARC Monographs Volume 112: evaluation of five organophosphate
2 insecticides and herbicides, March 20, 2015, *available at*
3 <http://www.iarc.fr/en/media-centre/iarcnews/pdf/MonographVolume112.pdf> (last
4 visited August 23, 2018). Glyphosate is even more dangerous for children, who are
5 more susceptible to carcinogens. *See* EWG.

6 8. Recently, Defendant announced that it will drop the “100% Natural ”
7 representation it makes on its Nature Valley Crunch Granola Bars – Oats n’ Honey
8 Product as the Product contains glyphosate. *See*
9 [https://www.bloomberg.com/news/articles/2018-08-23/nature-valley-drops-100-](https://www.bloomberg.com/news/articles/2018-08-23/nature-valley-drops-100-natural-claim-after-pesticide-suit)
10 [natural-claim-after-pesticide-suit](https://www.bloomberg.com/news/articles/2018-08-23/nature-valley-drops-100-natural-claim-after-pesticide-suit) (last visited August 27, 2018). Defendant has not,
11 however, indicated it will disclose the presence of glyphosate on any of the Product
12 packages.

13 9. Because it is a probable carcinogen with no nutritional value, the
14 presence of *any* amount of glyphosate in the Products, no matter whether above or
15 below regulatory limits, is material to reasonable consumers. No reasonable
16 consumer would purchase the Products knowing that they contained glyphosate.

17 10. Even though Defendant has acknowledged that Nature Valley Crunchy
18 Granola Bars – Oats n’ Honey Product contains the probable carcinogen glyphosate
19 and knew that the other Products contain glyphosate or, at a minimum, that it could
20 not guarantee the Products did not contain glyphosate given its wide use as a
21 pesticide, Defendant does not disclose this information on the front of the Product
22 labels, choosing instead to specifically identify only the healthy attributes of its
23 Products. Nor does Defendant include this information on the back or sides of the
24 packages, where more detailed Product information is generally found, instead
25 choosing to repeat and reinforce the Healthy Representations on the front of the
26 packages. In fact, nowhere on its Product packages – inside or out – does Defendant
27 disclose that the Products contain or likely contain the probable carcinogen

1 glyphosate, such that Defendant's Product Health Representations are false,
2 deceptive, or, at a minimum, misleading half-truths.

3 11. As the manufacturer and distributor of the Products, Defendant knew
4 that the Products contained or likely contained glyphosate. By contrast, Plaintiffs
5 and consumers did not and do not have access to such information. Nor is that fact
6 easily discovered by Plaintiffs and consumers before purchase of the Products.
7 Because Defendant had knowledge that the Products contain or likely contain
8 glyphosate, and Plaintiffs and consumers did not, Defendant had a duty to disclose
9 that fact—and that glyphosate is a probable carcinogen—to consumers. Defendant
10 did not disclose these material facts.

11 12. Consumers have a reasonable expectation that material product
12 information, such as the presence of a probable carcinogen like glyphosate, will be
13 provided by a product manufacturer, especially when the manufacturer prominently
14 features and affirmatively identifies the health-related attributes of its Products such
15 as "Gluten Free", "100% Whole Grain", and "NO Artificial Flavors [or] Colors". By
16 only identifying the healthy attributes of its Products, emphasizing its Products are
17 made using all three parts of the grain, and failing to disclose that the Products contain
18 or likely contain glyphosate and glyphosate is a probable carcinogen, Defendant
19 actively concealed this information from Plaintiffs, Class members, and the general
20 public. *See* representative Product labels, attached hereto as Exhibit A.

21 13. Defendant had a duty to disclose that the Products contain or likely
22 contain glyphosate and that glyphosate is a probable carcinogen, which was known
23 to Defendant and unknown and/or not reasonably accessible to Plaintiffs and
24 consumers, on its Product labels where the disclosure could be viewed by Plaintiffs
25 and consumers at the point-of-sale.

26 14. By failing to disclose that the Products contain or likely contain
27 glyphosate and glyphosate is a probable carcinogen and continuing to sell the
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1 Products in packages omitting this information, Defendant has and continues to
2 deceive and mislead consumers, including Plaintiffs.

3 15. As a result of Defendant's false and deceptive Product Health
4 Representations, misleading half-truths and material nondisclosures, consumers will
5 continue to purchase Defendant's Products that, unbeknownst to them, contain or
6 likely contain glyphosate.

7 16. Plaintiffs bring this action on behalf of themselves and other similarly
8 situated consumers who purchased the Products to halt the dissemination of this
9 misleading and deceptive advertising message, correct the misleading perception it
10 has created in the minds of consumers, and obtain redress for those who have
11 purchased the Products. Based on violations of California unfair competition laws
12 (detailed below), Plaintiffs seek declaratory, injunctive, and restitutionary relief for
13 consumers who purchased the Products.

14 **JURISDICTION AND VENUE**

15 17. This Court has original jurisdiction pursuant to 28 U.S.C. §1332(d)(2).
16 The matter in controversy, exclusive of interest and costs, exceeds the sum or value
17 of \$5,000,000 and is a class action in which there are in excess of 100 Class members
18 and some members of the Class are citizens of a state different from Defendant.

19 18. This Court has personal jurisdiction over Defendant because Defendant
20 is authorized to conduct and do business in California, including this District.
21 Defendant marketed, promoted, distributed, and sold the Products in California, and
22 Defendant has sufficient minimum contacts with this State and/or sufficiently availed
23 itself of the markets in this State through its promotion, sales, distribution, and
24 marketing within this State, including this District, to render the exercise of
25 jurisdiction by this Court permissible.

26 19. Venue is proper in this Court pursuant to 28 U.S.C. §§1391(a) and (b)
27 because a substantial part of the events giving rise to Plaintiffs Paracha and Steckler's
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1 claims occurred while they resided in this judicial district. Venue is also proper under
2 18 U.S.C. §1965(a) because Defendant transacts substantial business in this District.

3 **PARTIES**

4 20. Plaintiff Natasha Paracha resides in Los Angeles County, California.
5 Throughout the relevant period, Plaintiff Paracha routinely was exposed to, saw, and
6 relied upon Defendant's Product Health Representations by reading the Cheerios
7 Toasted Whole Grain Oat Cereal Product label at various stores in Walnut,
8 California, including Vons and Stater Bros. Plaintiff Paracha purchased the Product
9 for herself, her two young children, and her father for approximately \$4/box. At all
10 relevant times, Plaintiff was unaware that the Product contained glyphosate, that
11 glyphosate was a probable carcinogen, or that Defendant could not guarantee it did
12 not contain glyphosate. Had Defendant disclosed on the package that the Product
13 contained or may contain glyphosate, and that glyphosate was a probable carcinogen,
14 Plaintiff Paracha would have seen and read that disclosure and would not have
15 purchased the Product. As a result, Plaintiff Paracha suffered injury in fact and lost
16 money at the time of purchase. Plaintiff Paracha continues to desire to purchase
17 General Mills products with healthy attributes that do not contain glyphosate, and she
18 would purchase such a product manufactured by Defendant if it were possible to
19 determine prior to purchase whether the Product contained or could contain
20 glyphosate. Indeed, Plaintiff Paracha regularly visits stores such as Vons and Stater
21 Bros, where Defendant's products are sold, but will be unable to rely upon the
22 Product Health Representations and will not be able to determine if the Product still
23 contains glyphosate when deciding whether to purchase the Product in the future.

24 21. Plaintiff Morgan Steckler resides in Los Angeles County, California.
25 Throughout the relevant period, Plaintiff Steckler routinely was exposed to, saw, and
26 relied upon Defendant's Product Health Representations by reading the Nature's
27 Valley Crunchy Granola Bars – Oats n' Honey Product label at various stores in the

1 Los Angeles, California area, including Costco and Smart & Final. Plaintiff Steckler
2 purchased the Product for himself and his wife. At all relevant times, Plaintiff
3 Steckler was unaware that the Product contained glyphosate, that glyphosate was a
4 probable carcinogen, or that Defendant could not guarantee it did not contain
5 glyphosate. Had Defendant disclosed on the package that the Product contained or
6 may contain glyphosate and that glyphosate was a probable carcinogen, Plaintiff
7 Steckler would have seen and read that disclosure and would not have purchased the
8 Product. As a result, Plaintiff Steckler suffered injury in fact and lost money at the
9 time of purchase. Plaintiff Steckler continues to desire to purchase General Mills
10 products with healthy attributes that do not contain glyphosate, and he would
11 purchase such a product manufactured by Defendant if it were possible to determine
12 prior to purchase whether the Product contained or could contain glyphosate. Indeed,
13 Plaintiff Steckler regularly visits stores such as Costco and Smart and Final, where
14 Defendant's products are sold, but will be unable to rely upon the Product Health
15 Representations and will not be able to determine if the Product still contains
16 glyphosate when deciding whether to purchase the Product in the future.

17 22. Defendant General Mills, Inc. is a Delaware corporation whose
18 headquarters is located at Number One General Mills Blvd, Minneapolis, MN 55426.
19 General Mills, Inc. manufactures, advertises, markets, distributes, and/or sells the
20 Cheerios Toasted Whole Grain Oat Cereal, Nature Valley Granola Protein Oats n'
21 Honey, Nature Valley Crunchy Granola Bars – Oats n' Honey, and Lucky Charms
22 Products to tens of thousands of consumers in California and throughout the United
23 States.

24 **CLASS DEFINITION AND ALLEGATIONS**

25 23. Plaintiffs bring this action on behalf of themselves and all other
26 similarly situated consumers pursuant to Rule 23(a), (b)(2), and (b)(3) of the Federal
27 Rules of Civil Procedure and seek certification of the following Class:

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Multi-State Class Action

All consumers who, within the applicable statute of limitations period until the date notice is disseminated, purchased the Products in California, Florida, Illinois, Massachusetts, Michigan, Minnesota, Missouri, New Jersey, New York, and Washington.²

Excluded from this Class are Defendant and its officers, directors, employees and those who purchased the Products for the purpose of resale.

24. In the alternative to a Multi-State Class, Plaintiffs seek certification of the following California-Only Class:

California-Only Class Action

All California consumers who within the applicable statute of limitations period until the date notice is disseminated, purchased the Products.

Excluded from this Class are Defendant and its officers, directors and employees, and those who purchased the Products for the purpose of resale.

25. **Numerosity.** The members of the Classes are so numerous that joinder of all members of the Classes is impracticable. Plaintiffs are informed and believe that the proposed Classes contain thousands of purchasers of the Products who have been damaged by Defendant’s conduct as alleged herein. The precise number of Class members is unknown to Plaintiffs.

26. **Existence and Predominance of Common Questions of Law and Fact.** This action involves common questions of law and fact, which predominate

² The States in the Multistate Class are limited to those States with similar consumer fraud laws as applied to the facts of this case: California (Cal. Bus. & Prof. Code §17200, *et seq.*); Florida (Fla. Stat. §501.201, *et seq.*); Illinois (815 Ill. Comp. Stat. 502/1, *et seq.*); Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq.*); Michigan (Mich. Comp. Laws §445.901, *et seq.*); Minnesota (Minn. Stat. §325F.67, *et seq.*); Missouri (Mo. Rev. Stat. 010, *et seq.*); New Jersey (N.J. Stat. §56:8-1, *et seq.*); New York (N.Y. Gen. Bus. Law §349, *et seq.*); and Washington (Wash. Rev. Code §19.86.010, *et seq.*). These statutes are referred to as “Similar Consumer Fraud Statutes.”

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

- 3 (a) whether Defendant's alleged conduct is unlawful;
- 4 (b) whether the alleged conduct constitutes violations of the laws asserted;
- 5 (c) whether Defendant engaged in false, misleading and/or deceptive
6 advertising; and
- 7 (d) whether Plaintiffs and Class members are entitled to appropriate
8 remedies, including restitution and injunctive relief.

9 **27. Typicality.** Plaintiffs' claims are typical of the claims of the members
10 of the Classes because, *inter alia*, all Class members were injured through the
11 uniform misconduct described above. Plaintiffs are also advancing the same claims
12 and legal theories on behalf of themselves and all Class members.

13 **28. Adequacy of Representation.** Plaintiffs will fairly and adequately
14 protect the interests of Class members. Plaintiffs have retained counsel experienced
15 in complex consumer class action litigation, and Plaintiffs intend to prosecute this
16 action vigorously. Plaintiffs have no adverse or antagonistic interests to those of the
17 Classes.

18 **29. Superiority.** A class action is superior to all other available means for
19 the fair and efficient adjudication of this controversy. The damages or other financial
20 detriment suffered by individual Class members is relatively small compared to the
21 burden and expense that would be entailed by individual litigation of their claims
22 against Defendant. It would thus be virtually impossible for members of the Classes,
23 on an individual basis, to obtain effective redress for the wrongs done to them.
24 Furthermore, even if Class members could afford such individualized litigation, the
25 court system could not. Individualized litigation would create the danger of
26 inconsistent or contradictory judgments arising from the same set of facts.
27 Individualized litigation would also increase the delay and expense to all parties and
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1 the court system from the issues raised by this action. By contrast, the class action
2 device provides the benefits of adjudication of these issues in a single proceeding,
3 economies of scale, and comprehensive supervision by a single court, and presents
4 no unusual management difficulties under the circumstances here.

5 30. Plaintiffs seek preliminary and permanent injunctive and equitable relief
6 on behalf of the entire Classes, on grounds generally applicable to the entire Classes,
7 to enjoin and prevent Defendant from engaging in the acts described, and requiring
8 Defendant to provide full restitution to Plaintiffs and Class members.

9 31. Unless a Class is certified, Defendant will retain monies received as a
10 result of its conduct that were taken from Plaintiffs and Class members.

11 32. Unless an injunction is issued, Defendant will continue to commit the
12 violations alleged, and the members of the Classes and the general public will
13 continue to be deceived and not know whether the Product Health Representations
14 are true or if the Products continue to contain glyphosate.

15 **COUNT I**

16 **Violation of Business & Professions Code §17200, et seq.**
17 **and Similar Consumer Fraud Statutes, supra note 2**
18 **(On Behalf of the Multi-State or California-Only Class)**

19 33. Plaintiffs repeat and re-allege the allegations contained in the
20 paragraphs above, as if fully set forth herein.

21 34. Plaintiffs bring this claim individually and on behalf of the Classes.

22 35. As alleged herein, Plaintiffs have suffered injury in fact and lost money
23 or property at the time of purchase as a result of Defendant's conduct because they
24 purchased Defendant's Products in reliance on Defendant's Product Health
25 Representations. Had Defendant disclosed on the packages that the Products
26 contained or may contain the probable carcinogen glyphosate, Plaintiffs would have
27 seen and read that disclosure and would not have purchased the Products.

1 36. The Unfair Competition Law, Business & Professions Code §17200, *et*
2 *seq.* (“UCL”) prohibits any “unlawful,” “fraudulent,” or “unfair” business act or
3 practice and any false or misleading advertising. The Similar Consumer Fraud
4 Statutes likewise prohibit the use of unfair or deceptive practices in the course of
5 trade or commerce, and are to be liberally construed.

6 37. In the course of conducting business, Defendant committed “unlawful”
7 business practices by, *inter alia*, making the Product Health Representations, which
8 are false and deceptive representations and misleading half-truths, and the material
9 omissions (which also constitute advertising within the meaning of §17200)
10 regarding the Products’ labeling, as set forth more fully herein, and violating Civil
11 Code §§ 1552, 1573, 1709, and 1711, the California Legal Remedies Act, Civil Code
12 § 1750, *et seq.*, Business & Professions Code §§ 17200, *et seq.* and 17500, *et seq.*,
13 the Similar Consumer Fraud Statutes, and the common law.

14 38. Plaintiffs reserve the right to allege other violations of law, which
15 constitute other unlawful business acts or practices. Such conduct is ongoing and
16 continues to this date.

17 39. In the course of conducting business, Defendant committed “unfair”
18 business acts or practices by, *inter alia*, making the Product Health Representations,
19 which are false and deceptive representations and misleading half-truths, and
20 material omissions (which also constitute advertising within the meaning of § 17200)
21 regarding the Products’ labeling, as set forth more fully herein. There is no societal
22 benefit from false advertising, only harm. While Plaintiffs and the public at large
23 were and continue to be harmed, Defendant has been unjustly enriched by its
24 misleading half-truths and material omissions. Because the utility of Defendant’s
25 conduct (zero) is outweighed by the gravity of harm to Plaintiffs, consumers, and the
26 competitive market, Defendant’s conduct is “unfair” having offended an established
27 public policy. Further, Defendant engaged in immoral, unethical, oppressive, and
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1 unscrupulous activities that are substantially injurious to the public at large.

2 40. There were reasonable available alternatives to further Defendant's
3 legitimate business interests, other than the conduct described herein.

4 41. In the course of conducting business, Defendant committed "fraudulent
5 business act[s] or practices" and deceptive or misleading advertising by, *inter alia*,
6 making the Product Health Representations, which are false and deceptive
7 representations and misleading half-truths, and the material omissions (which also
8 constitutes advertising within the meaning of §17200) regarding the Products as set
9 forth more fully herein.

10 42. Defendant's actions, claims, and misleading statements, as more fully
11 set forth above, are misleading and/or likely to deceive the consuming public within
12 the meaning of Business & Professions Code §17200, *et seq.* and the Similar
13 Consumer Fraud Statutes.

14 43. Plaintiffs relied on Defendant's Product Health Representations and
15 were in fact injured as a result of those false and misleading representations and
16 misleading half-truths and material omissions. Plaintiffs have suffered injury in fact
17 and lost money as a result of their purchases of Defendant's Products.

18 44. Unless restrained and enjoined, Defendant will continue to engage in
19 the above described conduct. Accordingly, injunctive relief is appropriate.

20 45. Plaintiffs, on behalf of themselves all others similarly situated, and the
21 general public, seek declaratory relief and an injunction prohibiting Defendant from
22 continuing such practices, restitution of all money obtained from Plaintiffs and the
23 members of the Classes collected as a result of unfair competition, and all other relief
24 this Court deems appropriate, consistent with Business & Professions Code § 17203
25 and the Similar Consumer Fraud Statutes.

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27 **COUNT II**
Violations of the Consumers Legal Remedies Act – Civil Code § 1750 *et seq.*

(On Behalf of the California-Only Class)

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2 46. Plaintiffs repeat and re-allege the allegations contained in the
3 paragraphs above, as if fully set forth herein.

4 47. Plaintiffs bring this claim individually and on behalf of the California-
5 Only Class.

6 48. This cause of action is brought pursuant to the Consumers Legal
7 Remedies Act, California Civil Code § 1750, *et seq.* (the “Act”).

8 49. Plaintiffs are consumers as defined by California Civil Code § 1761(d).
9 The Products are “goods” within the meaning of the Act.

10 50. Defendant violated and continues to violate the Act by engaging in the
11 following practices proscribed by California Civil Code § 1770(a) in transactions
12 with Plaintiffs and the California-Only Class which were intended to result in, and
13 did result in, the sale of the Products:

14 (5) Representing that [the Products have] . . . characteristics, . . . uses [and]
15 benefits . . . which [they do] not have

16 * * *

17 (7) Representing that [the Products] are of a particular standard, quality, or
18 grade . . . if they are of another.

19 51. Defendant violated the Act by making the Product Health
20 Representations, which are false and deceptive representations and misleading half-
21 truths, and the material omissions, as described above, when it knew or should have
22 known that the false and misleading representations and misleading half-truths and
23 material omissions were misleading and deceptive.

24 52. Pursuant to California Civil Code § 1782(d), Plaintiffs and the
25 California-Only Class seek a Court Order declaring Defendant to be in violation of
26 the CLRA, enjoining the above-described wrongful acts and practices of Defendant,
27 and ordering restitution and disgorgement.

1 53. Pursuant to § 1782 of the Act, Plaintiff Paracha notified Defendant in
2 writing by certified mail of the particular violations of § 1770 of the Act and
3 demanded that Defendant rectify the problems associated with the actions detailed
4 above and give notice to all affected consumers of Defendant's intent to so act.

5 54. Defendant failed to rectify or agree to rectify the problems associated
6 with the actions detailed above and give notice to all affected consumers within 30
7 days of the date of written notice pursuant to § 1782 of the Act. Thus, Plaintiffs
8 further seek actual, punitive, and statutory damages as appropriate.

9 **PRAYER FOR RELIEF**

10 Wherefore, Plaintiffs pray for a judgment:

- 11 A. Certifying the Classes as requested herein;
12 B. Issuing an order declaring that Defendant is in violation of the UCL and
13 CLRA;
14 C. Enjoining Defendant's conduct;
15 D. Awarding actual, statutory, and punitive damages to Plaintiffs and
16 California and Florida Class members, as appropriate;
17 E. Awarding restitution and disgorgement of Defendant's revenues to
18 Plaintiffs and the proposed Class members;
19 F. Awarding attorneys' fees and costs; and
20 G. Providing such further relief as may be just and proper.

21 **DEMAND FOR JURY TRIAL**

22 Plaintiffs hereby demand a trial of their claims by jury to the extent authorized
23 by law.

24 Dated: October 19, 2018

BONNETT, FAIRBOURN, FRIEDMAN
& BALINT, P.C.

25
26 /s/Patricia N. Syverson
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CERTIFICATE OF SERVICE

I hereby certify that on October 19, 2018, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the Electronic Mail notice list, and I hereby certify that I have mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the Manual Notice list.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed the 19th day of October 2018.

/s/Patricia N. Syverson
Patricia N. Syverson