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County of Los Angeles

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES – CENTRAL**

12 LENOORE MILEY, individually and on behalf
13 of all others similarly situated;

14 Plaintiff,

15 v.

16 BELKIN INTERNATIONAL, INC.,

17 Defendant.

18 Case No.: **20STCV00033**

19 **CLASS ACTION**

20 **CLASS ACTION COMPLAINT FOR:**

- 1 Breach of Express Warranty
- 2 Unjust Enrichment
- 3 Violations of California's False Advertising Law
- 4 Violations of California's Unfair Competition Law
- 5 Violations of California's Unfair and Deceptive Acts and Practices in Violation of the Consumers Legal Remedies Act

21 **DEMAND FOR JURY TRIAL**

22 **COMPLAINT**

BY FAX

1 Individual and representative Plaintiff IGNACIO LEE (hereinafter “Plaintiff” or “Mr. Lee”)
2 on behalf of himself and others similarly situated, alleges as follows:

3 **NATURE OF THE ACTION**

4 1. Consumers, as a result of the modern lifestyle, are increasingly dependent on smart
5 phones, tablets and laptop computers—portable electronic devices (“PEDs”). PEDs give
6 consumers immediate access to information and instant communication with colleagues, friends,
7 and loved ones.

8 2. Like any electronic device, PEDs require power. Consumers must periodically recharge
9 their PEDs which may be difficult if no outlet is available.

10 3. To solve that problem, technology companies like the Defendant Belkin International,
11 Inc. (“BELKIN”) market and sell portable chargers, also known as power banks.

12 4. Power banks are small, portable power sources that connect to and charge consumers’
13 PEDs. Power banks can be charged at home and then taken on the go. For example, a picture of a
14 power bank charging a PED below.¹



28 ¹ Indigo, <https://www.chapters.indigo.ca/en-ca/electronics/belkin-pocket-power-5-000mah/745883738328-item.html> (last visited July 16, 2019).

COMPLAINT

1 5. A power bank's ability to charge PEDs can be measured in milliampere-hours ("mAh").
2 A power bank with a higher mAh has an enhanced ability to recharge PEDs compared to a power
3 bank with a lower mAh—in short, it promises to deliver more "juice."

4 6. Power banks are not fashion items or status symbols. Consumers do not generally buy
5 power banks for intangible factors such as the products' looks, styling, or other soft features.
6 Power banks are not usually serviced or repaired once sold; there is no significant relationship
7 between the consumer and the company after purchase. The main point of buying a power bank
8 is to have the ability to get more power.

9 7. Accordingly, consumers prefer and are willing to pay more for power banks with a higher
10 mAh.

11 8. Technology companies are aware of this. One such company is BELKIN. BELKIN
12 markets and sells a variety of models of power banks (which do not materially differ except to
13 the extent they have different mAh ratings) hereafter referred to as the Products ("Products").
14 The various Product models Belkin sells include (but are not limited to) the Boost Charge,
15 Pocket Power, Power Pack, and Power RockStar, all of which come with versions that have
16 different mAh capacities (but do not materially differ otherwise). All of the Products are sold
17 using a prominent and false representation that they have a certain mAh.

18 9. BELKIN is a key player in the power bank market. The market generates more than \$15
19 billion in sales each year for the industry as a whole.

20 10. For profit and a higher market share, BELKIN exploits consumers' preferences for power
21 banks with higher mAh. BELKIN intentionally deceives consumers by misrepresenting the
22 amount of power its Products can transfer to PEDs. BELKIN advertises its Products as
23 delivering more mAh than its Products are able to provide.

24 11. Plaintiff Lenore Miley relied on BELKIN's misrepresentations when she bought one of
25 BELKIN's Products: the Pocket Power 10000. BELKIN advertises the Pocket Power 10000 as
26 having 10000 mAh; however the Pocket Power 10000 never could and cannot deliver 10000
27 mAh at any given time. As a result, Ms. Miley paid a premium for one of BELKIN's Products
28 that did not work as represented and warranted.

12. Ms. Miley brings this proposed class action, individually and on behalf of a class of similarly situated consumers, against BELKIN. Ms. Miley seeks redress for BELKIN's unlawful, unjust, unfair, and deceptive practices in misrepresenting the mAh of the Products and violating state law during the applicable statute of limitations period.

JURISDICTION AND VENUE

13. This Court has general personal jurisdiction over BELKIN because BELKIN is registered to do business and has its principal place of business in California. BELKIN has had continuous and systematic general business contacts in California; and can be said to have reasonably anticipated being haled into court in California.

14. This Court has specific personal jurisdiction over BELKIN because this action arises out of and relates to BELKIN's contacts with California. Ms. Miley lives in California and purchased the Pocket Power 10000 mAh in California. BELKIN has advertised and marketed within California, sold products in both brick and mortar stores in California and through the wires and mails and via the Internet. BELKIN knowingly directs activity into this state with the intent to engage in business interactions and has in fact engaged in such interactions.

15. Venue is proper in this Court pursuant to section 395(a) of the California Code of Civil Procedure because BELKIN operates in Los Angeles County, sells its product in this county, and the injuries alleged herein occurred in this county.

THE PARTIES

16. Plaintiff Lenore Miley is an individual consumer who, at all times material, was a citizen and resident of Van Nuys, California.

17. Defendant BELKIN International, Inc. is a Delaware corporation with its principal place of business at 12045 East Waterfront Dr., Playa Vista, California 90094. BELKIN markets and distributes the Products from California throughout the United States.

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DETAILED ALLEGATIONS

I. BELKIN is a Global Technology Company that Markets its Products by Emphasizing their mAh.

18. Established in 1983, BELKIN is a global technology company with three brands that focus on enhancing technology. BELKIN has offices in places like Australia, Europe, Mexico and the United States.²

19. BELKIN manufactures, markets, and distributes for sale nationwide to consumers a number of models of Power Banks. It does so by prominently representing that the Products have a certain mAh. Unfortunately for consumers, testing has shown the amount of mAh the Products actually have is substantially lower than what BELKIN represents.

20. By deceiving consumers about the Products' mAh, BELKIN is able to sell more of, and charge more for, the Products than it could if they were labeled accurately. Further, BELKIN is incentivized to mislead consumers to take away market share from competing products, thereby increasing its own sales and profits.

21. All of the Products are marketed, sold, and advertised in a substantially similar manner, and there is no non-trivial difference amongst the models other than the differences in purported mAh.

22. BELKIN makes prominent representations about the Products' mAh on the packages such as "10000 mAh." For example, the following photo shows the package Ms. Miley purchased.

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² BELKIN, *About Belkin International*, <https://www.belkin.com/us/aboutus> (last visited July 16, 2019); BELKIN *Contact Us*, <https://www.belkin.com/us/contactus/locations> (last visited July 16, 2019).



23. BELKIN draws attention to its Products' mAh by placing the mAh rating right in the name of the Products, and by prominently displaying the mAh rating on advertising materials and the product package.

24. **BELKIN's Products Cannot Deliver the Full mAh Amount to PEDs as Advertised.**

25. Upon information and belief, BELKIN knew at the time it sold the Products that the Products were capable of delivering far fewer mAh than what BELKIN represented on the package.

1 25. In very basic terms, the Products consist of an internal battery cell (or series of batteries
2 cells) and a circuit board that controls the technology. The Products' circuit boards convert the
3 internal batteries' charge to a voltage that PEDs, like cell phones, can accept.

4 26. The Products then send the voltage to the PEDs to increase the PEDs' battery power.

5 27. To convert and distribute the power from the Products to the PEDs, the Products take
6 power from their own internal batteries. In other words, running the internal circuit board and
7 converting power for charging PEDs is a process that uses as much as 30-40% of the internal
8 cells power. On information and belief, BELKIN bases its mAh representations on the capacity
9 of the internal cells. BELKIN's Products are incapable of providing the full advertised and rated
10 capacities.

11 28. This conversion and distribution process necessarily reduces the amount of mAh
12 delivered into a PED.

13 29. Reasonable consumers such as Ms. Miley would read the advertised mAh and would
14 expect and understand that the Products actually have that mAh amount, not that they are
15 incapable of actually delivering the promised mAh.

16 30. Because of the process described above, BELKIN knows the Products are technologically
17 incapable of delivering the amount of mAh BELKIN claims in the product name, in advertising
18 for the Product, and on the Products and their packaging.

19 31. In a letter dated August 5, 2019, counsel for BELKIN admitted “[t]he battery cell
20 capacity is not an indication of the actual mAh the average consumer will achieve under normal
21 use conditions.”

22 32. Ms. Miley hired an experienced and reputable outside laboratory to perform tests on the
23 same model of BELKIN battery she purchased (Pocket Power 10000), as well as on the 5000 and
24 6600 mAh models of other BELKIN Products. These tests were done in accordance with
25 recognized engineering standards.

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33. 100% of the BELKIN Products tested do not measure up to BELKIN's claims. The outside lab found that BELKIN's Products consistently failed to provide the mAh BELKIN advertised. Test results for the BELKIN Products the lab tested are below.

mAh Represented	Actual mAh
5000	3,504
5000	3,254
6600	4,206
6600	4,453
10000	6,855
10000	6,464

III. BELKIN Deceived and Made False Representations to Ms. Miley and all other Consumers about the Pocket Power 10000's mAh.

34. In or about 2017, while shopping in a Target close to her home, Ms. Miley saw and relied on BELKIN's mAh representations about the Pocket Power 10000.

35. On BELKIN's package, BELKIN said that the Pocket Power 10000 had "10000 mAh."

36. Ms. Miley purchased the Pocket Power 10000.

37. After purchasing the Pocket Power 10000, Ms. Miley was disappointed to find she was forced to recharge the Pocket Power 10000 more often than she expected.

38. Through her experiences and because of the lab testing, Ms. Miley is now aware that the Pocket Power 10000 was not capable of delivering 10000 mAh.

39. Ms. Miley, like any reasonable consumer and member of the putative class, would not have purchased the Product, or would have paid less, had she known the truth about its mAh.

40. On June 7, 2019, Ms. Miley's counsel sent BELKIN a letter informing them of the harm caused by BELKIN's deceptive acts.

41. BELKIN has not remedied the situation for Ms. Miley or the class that Ms. Miley represents.

CLASS ACTION ALLEGATIONS

42. This action is brought and may properly be maintained as a class action pursuant to California Civil Procedure §382, Business & Professions Code §17200 et seq., Business & Professions Code §17500 et seq., and California Civil Code §1750 et seq. Ms. Miley brings this action on behalf of herself and others similarly situated, as a representative member of the following proposed class (hereinafter the “Class”):

All consumers who purchased the Products in California.

Excluded from the Class are any of BELKIN's officers, directors, or employees; officers, directors, or employees of any entity in which BELKIN currently has or has had a controlling interest; and BELKIN's legal representatives, heirs, successors, and assigns.

43. Ms. Miley reserves the right to later alter the Class's definition in any manner according to California Rules of Court, Rule 3.765 or otherwise allowed by law.

44. The Class is ascertainable because the Class members can be identified as a class by objective criteria – the purchase of BELKIN Power Banks during the Class Period. Otherwise the Court may order means of notice reasonably calculated to apprise the Class members of the pendency of the action by publication pursuant to California Rules of Court, Rule 3.766(f).

45. At this time, Ms. Miley does not know the exact number of members of the Class; however, based on BELKIN's sales, market research, and publicly available information, Ms. Miley believes that the number of members of the Class is so numerous that joinder of all members is impractical. BELKIN is a major player in the power bank market.

46. Questions of law and fact common to the members of the Class that predominate over questions that may affect individual Class members include:

- a. Whether the Products are capable of delivering the mAh BELKIN claims;
- b. Whether BELKIN misrepresented the Products' mAh ratings;
- c. Whether BELKIN's conduct was unfair and/or deceptive;

- d. Whether BELKIN has been unjustly enriched as a result of the unlawful, fraudulent, and unfair conduct alleged in this Complaint such that it would be inequitable for BELKIN to retain the benefits conferred upon BELKIN by Ms. Miley and the Class;
- e. Whether BELKIN's conduct constitutes a breach of express warranty;
- f. Whether BELKIN violated California consumer protection laws;
- g. Whether Ms. Miley and the Class have sustained damages and, if so, the proper measure thereof;
- h. Whether Ms. Miley and the Class are entitled to restitution, and if so, the proper measure thereof; and
- i. Whether BELKIN should be enjoined from continuing to sell the Products as currently labeled.

47. Ms. Miley's claims are typical of those of the Class. Like all members of the Class, Ms. Miley purchased BELKIN Products bearing the claim that the Product's ability to deliver mAh was greater than it really is. And like all Class Members, Ms. Miley sustained damages from BELKIN's wrongful conduct. There is nothing unusual or distinct about Ms. Miley's claims compared with others who meet the class definitions.

48. Plaintiff, Ms. Miley, will fairly and adequately protect the interests of the Class, and has retained counsel experienced in complex consumer products class actions. Ms. Miley has no interests which conflict with those of the Class.

49. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

50. No members of the Class have a substantial interest in individually prosecuting a separate action. The damages for each individual member of the Class likely will be relatively small compared with the costs of this complex litigation. Thus, absent a class mechanism, it would be virtually impossible for class members to obtain an effective remedy.

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51. The prerequisites to maintaining a class action for injunctive or equitable relief are met, as BELKIN has acted or refused to act on grounds generally applicable to the members of the Class, thereby making appropriate final injunctive or equitable relief with respect to the Class as a whole.

52. The prosecution of separate actions by members of the Class would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for BELKIN. For example, one court might enjoin BELKIN from selling any Products, whereas another might require label changes. Additionally, individual actions could be dispositive of the interests of the members of the Class even where certain members of the Class are not parties to such actions.

53. BELKIN's conduct is generally applicable to the Class as a whole and Ms. Miley seeks, *inter alia*, equitable remedies with respect to the Class. As such, BELKIN's systematic policies and practices make declaratory relief with respect to the Class as a whole appropriate.

FIRST CAUSE OF ACTION

(Breach of Express Warranty)

54. Ms. Miley incorporates by reference and re-alleges herein all paragraphs alleged above.

55. BELKIN's representations regarding the Products' mAh constitute affirmations of fact.

56. BELKIN's representations that the Products' mAh are greater than they really are relates to the goods and became part of the basis of the bargain between BELKIN and purchasers of the Products.

57. BELKIN's representations—made in writing on the face of the packaging as to a material term of the transaction—constituted an express warranty.

58. Ms. Miley and members of the Class purchased the Products, believing that they conformed to the express warranties pertaining to the Products' mAh.

59. BELKIN breached its express warranties about the Products because the Products' actual mAh was lower than BELKIN represented.

60. As a result of BELKIN's breaches of express warranty, Ms. Miley and the other members of the Class were damaged in the amount of the purchase price they paid for the Products, or the

1 difference between the value of the Products accepted by Ms. Miley and the putative class
2 members and the value of the Products if they had the actual warranted mAh.

3 61. Among other things, Ms. Miley and members of the Class did not receive the benefit of
4 the bargain and have suffered other injuries as detailed above.

5 62. Moreover, had Ms. Miley and the members of the Class known the true facts, they either
6 would not have purchased the Products, or would not have been willing to pay the price
7 BELKIN charged for the Products.

8 **SECOND CAUSE OF ACTION**

9 **(Unjust Enrichment)**

10 63. Ms. Miley incorporates by reference and re-alleges herein all paragraphs alleged above.

11 64. Ms. Miley and the members of the Class conferred benefits on BELKIN by purchasing
12 the Products and paying a greater price for them than they would have if BELKIN had truthfully
13 represented the Products' mAh.

14 65. BELKIN has knowledge of such benefits.

15 66. BELKIN's representations that the Products' mAh is greater than it actually is constitutes
16 an affirmation of fact that is part of the basis of the bargain between BELKIN and purchasers of
17 the Products.

18 67. BELKIN made its representations to induce Ms. Miley and the members of the Class to
19 purchase, purchase more of, or to pay more for the Products than they otherwise would have, and
20 Ms. Miley and the members of the Class relied on the representations in purchasing the Products.

21 68. BELKIN was enriched at the expense of Ms. Miley and the other members of the Class,
22 thereby creating a quasi-contractual obligation on BELKIN to restore those ill-gotten gains to
23 Ms. Miley and the members of the Class.

24 69. Under the circumstances, it would be against equity and good conscience to permit
25 BELKIN to retain the ill-gotten benefits it has received from Ms. Miley and the other members
26 of the Class, in light of the fact that the Products were not what BELKIN purported them to be.

27 70. BELKIN must make restitution.

28 71. Ms. Miley and the Class are entitled to recover damages and other appropriate relief.

THIRD CAUSE OF ACTION

(Violation of California's False Advertising Law)

72. Ms. Miley incorporates by reference and realleges herein all paragraphs alleged above.

73. As alleged more fully above, BELKIN has falsely advertised the Products by falsely claiming that the Products' mAh is greater than it really is.

74. At all material times, BELKIN engaged in a scheme of offering and advertising the Products for sale within the State of California to the public by, inter alia, commercial marketing and advertising, the Internet, the Products' packaging and labeling, and other promotional materials and also offered for sale and advertised the Products in California.

75. The misrepresentations and non-disclosures by BELKIN of the material facts detailed above constitute false and misleading advertising, and therefore constitute a violation of the False Advertising Law (“FAL”) Cal. Bus. & Prof. Code § 17500, et seq.

76. Said advertisements and inducements were made within and from the State of California and come within the definition of advertising contained in the FAL. The promotional materials were intended as inducements to purchase the Products and are statements disseminated by BELKIN to Ms. Miley and the other Class members that were intended to reach Ms. Miley and the other Class members. BELKIN knew, or in the exercise of reasonable care should have known, that these representations were misleading and deceptive.

77. The above acts of BELKIN did and were likely to deceive reasonable consumers, including Ms. Miley and the other members of the Class, by misrepresenting the amount of mAh the Products can deliver, in violation of the “false” and “misleading” prongs of the FAL.

78. Ms. Miley and the other members of the Class have suffered injury in fact and have lost money or property as a result of BELKIN's violation of Cal. Bus. & Prof. Code § 17500 et seq.

79. Pursuant to California Business and Professions Code §§ 17203 and 17535, Ms. Miley and the other members of the Class seek an order of this Court that includes, but is not limited to, an order requiring BELKIN to remove and/or refrain from making representations on the Products' packaging and in its advertising that the Products deliver more mAh than they really can.

FOURTH CAUSE OF ACTION

**(Violations of California's Unfair and Deceptive Acts and Practices in Violation of the
Consumers Legal Remedies Act)**

80. Ms. Miley incorporates by reference and re-alleges herein all paragraphs alleged above.

81. This cause of action is brought pursuant to California's Consumers Legal Remedies Act, Civ. Code §§1750-1785 (the "CLRA").

82. Ms. Miley and the other members of the Class are “consumers,” as the term is defined by California Civil Code § 1761(d), because they bought the Products for personal, family, or household purposes.

83. Ms. Miley, the other members of the Class, and BELKIN have engaged in “transactions,” as that term is defined by California Civil Code § 1761(e).

84. The conduct alleged in this Complaint constitutes unfair methods of competition and unfair and deceptive acts and practices for the purpose of the CLRA, as described above, and the conduct was undertaken by BELKIN in transactions intended to result in, and which did result in, the sale of goods to consumers.

85. As alleged more fully above, BELKIN has violated the CLRA by falsely representing to Ms. Miley and the other members of the Class that the Products are technologically capable of delivering the amount of mAh BELKIN claims.

86. As a result of engaging in such conduct, BELKIN has violated:

- a. California Civil Code § 1770(a)(5) by representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have;
- b. California Civil Code § 1770(a)(7) by representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; and
- c. California Civil Code § 1770(a)(9) by advertising goods or services with intent not to sell them as advertised.

87. Pursuant to California Civil Code § 1780(a)(2) and (a)(5), Ms. Miley seeks an order of this Court that includes, but is not limited to, an order requiring BELKIN to remove and/or refrain from making the representations referenced above.

88. Ms. Miley and the Class may be irreparably harmed and/or denied an effective and complete remedy if such an order is not granted.

89. The unfair and deceptive acts and practices of BELKIN, as described above, present a serious threat to Ms. Miley and the Class.

90. CLRA § 1782 NOTICE. On June 7, 2019, Counsel for Ms. Miley sent a demand letter to BELKIN. In the Demand Letter, Ms. Miley provided notice of BELKIN's violation of the CLRA and demanded that within thirty (30) days, BELKIN correct, repair, replace, or otherwise rectify the unlawful, unfair, false and/or deceptive practices complained of herein. The letter also stated that if BELKIN refused to do so, a complaint seeking damages would be filed. BELKIN has failed to voluntarily remedy their violations. Ms. Miley, on behalf of herself and all other members of the Class, seeks an award of equitable relief and attorneys' fees.

FIFTH CAUSE OF ACTION

(Violation of California's Unfair Competition Law)

91. Ms. Miley incorporates by reference and realleges herein all paragraphs alleged above.

92. By committing the acts and practices alleged herein, BELKIN has violated California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200-17210, as to the Class as a whole, by engaging in unlawful, fraudulent, and unfair conduct.

93. BELKIN has violated the UCL's proscription against engaging in unlawful conduct as a result of:

- a. Its violations of the CLRA, Cal. Civ. Code § 1770(a)(5), (a)(7), and (a)(9), as alleged above; and
- b. Its violations of the FAL, Cal. Bus. & Prof. Code § 17500 et seq., as alleged above.

94. BELKIN's acts and practices described above also violate the UCL's proscription against engaging in fraudulent conduct.

1 95. As more fully described above, BELKIN's false and misleading marketing, advertising,
2 packaging, and labeling of the Products is likely to deceive reasonable consumers. Indeed, Ms.
3 Miley and the members of the Class were unquestionably deceived regarding the amount of mAh
4 the Products delivered, as BELKIN's marketing, advertising, packaging, and labeling of the
5 Products misrepresent and/or omit the true facts concerning the benefits of the Products. Said
6 acts are fraudulent business practices.

7 96. BELKIN's acts and practices described above also violate the UCL's proscription against
8 engaging in unfair conduct.

9 97. Ms. Miley and the Class suffered a substantial injury by virtue of buying the Products
10 that they would not have purchased absent BELKIN's unlawful, fraudulent, and unfair
11 marketing, advertising, and packaging, and labeling or by virtue of paying an excessive premium
12 price for the unlawfully, fraudulently, and unfairly marketed, advertised, packaged, and labeled
13 Products.

14 98. There is no benefit to consumers or competition from the deceptive marketing and
15 labeling of the Products, which BELKIN misrepresents as having mAh greater than it really is.

16 99. Ms. Miley and the Class had no way of reasonably knowing that the Products they
17 purchased were not as marketed, advertised, packaged, or labeled. Thus, they could not have
18 reasonably avoided the injury each of them suffered.

19 100. The gravity of the consequences of BELKIN's conduct as described above
20 outweighs any justification, motive, or reason therefore, particularly considering the available
21 legal alternatives that exist in the marketplace, and such conduct is immoral, unethical,
22 unscrupulous, offends established public policy, or is substantially injurious to Ms. Miley and the
23 other members of the Class.

24 101. BELKIN's violations of the UCL continue to this day.

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PRAYER FOR RELIEF

Ms. Miley demands judgment on behalf of herself and the Class as follows:

- a. An order certifying the proposed Class; appointing Ms. Miley as the representative of the Class; and appointing Ms. Miley's undersigned counsel as Class counsel for the Class;
- b. A declaration that BELKIN is financially responsible for notifying members of the Class of the pendency of this suit;
- c. An order requiring proper, complete, and accurate labeling of the Products;
- d. Monetary damages, injunctive relief, and statutory damages in the maximum amount provided by law;
- e. Punitive damages in accordance with proof and in an amount consistent with applicable precedent;
- f. An order awarding Ms. Miley and the other members of the Class the reasonable costs and expenses of suit, including their attorneys' fees;
- g. Disgorgement of all profits and/or restitution to Ms. Miley and the Class of all funds acquired by means of any act or practice declared by this Court to be unlawful or fraudulent or constituting unfair competition under Bus. & Prof. Code §§17200, *et seq.*, or untrue or misleading advertising under Bus. & Prof. Code §17500, or in violation of Cal. Civ. Code §1770; and
- h. Any further relief that the Court may deem appropriate.

Dated: January 02, 2020

BROWN NERI SMITH & KHAN LLP

By:

Nathan M. Smith

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**LEVIN, PAPANTONIO, THOMAS,
MITCHELL, RAFFERTY & PROCTOR,
P.A.**

/s/ William F. Cash III

William F. Cash III (*pro hac vice motion
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COMPLAINT

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

Dated: January 02, 2020

BROWN NERI SMITH & KHAN LLP

By: 

Nathan M. Smith

Attorneys for Plaintiff Lenore Miley