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

HELEN WITTMAN, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

CVS PHARMACY, INC.,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Helen Wittman (“Plaintiff”), on behalf of herself and all others
2 similarly situated, by and through her undersigned counsel, hereby sues Defendant
3 CVS Pharmacy, Inc. (“Defendant”) and, upon information and belief and
4 investigation of counsel, alleges as follows:

5 **I. INTRODUCTION**

6 1. Defendant makes, distributes, sells, and markets CVS Calcium 1200
7 mg + D3 and CVS Glucosamine HCl 1500 mg Chondroitin Sulfate 1200 mg
8 (collectively, the “Products”).

9 2. Defendant deceptively labels the Products by misrepresenting the
10 dosage amount of each softgel or capsule. Specifically, the Products’ front label
11 prominently advertises a certain dosage amount, for example, “Calcium 1200 mg.”
12 The front label also advertises the number of softgels or capsules in the Products, for
13 example “120 softgels.” Reasonable consumers are therefore led to believe that each
14 softgel contains the advertised dosage amount: 1,200 mg of calcium in each softgel.

15 3. The truth, however, is that each softgel does not contain the advertised
16 dosage amount. Instead, consumers must ingest two softgels to achieve the
17 advertised dosage. As a result, consumers grossly overpay for the Products,
18 receiving only half or a third of the advertised value while paying the full purchase
19 price.

20 4. Plaintiff read and relied upon Defendant’s advertising when purchasing
21 the Products and was damaged as a result.

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

1 6. Plaintiff seeks an order compelling Defendant to (a) cease marketing
2 the Products using the misleading and unlawful tactics complained of herein, (b)
3 destroy all misleading deceptive, and unlawful materials, (c) conduct a corrective
4 advertising campaign, (d) restore the amounts by which it has been unjustly
5 enriched, and (e) pay restitution damages and punitive damages, as allowed by law.

6 **II. JURISDICTION AND VENUE**

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

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

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

21 **III. PARTIES**

22 10. Defendant CVS Pharmacy, Inc. is a Rhode Island corporation with a
23 principal place of business located at 1 CVS Drive Woonsocket, Rhode Island
24 02895. Defendant makes, labels, distributes, sells, and markets the Products
25 throughout the United States and in California. Defendant is responsible for the
26 making, labelling, distribution, selling, and marketing of the Products throughout the
27 applicable statute of limitations period.

28 11. Plaintiff Helen Wittman (“Plaintiff”) is a resident of California and

1 purchased the CVS Calcium 1200 mg + D3 product from a CVS store on or around
 2 March 2026. Plaintiff saw the misrepresentations made on the Product label prior to
 3 and at the time of purchase and understood them as representations and warranties
 4 that each unit of the Product contained the advertised dosage amount. Plaintiff relied
 5 on the representations made on the Product's label in deciding to purchase the
 6 Product. These representations and warranties were part of her basis of the bargain,
 7 in that she would not have purchased the Product, or would only have been willing
 8 to purchase the Product at a lower price, had she known the representations were
 9 false. Plaintiff would consider purchasing the Products again if the advertising
 10 statements made on the Product label were, in fact, truthful and represented in a
 11 manner as not to deceive consumers.

12 IV. NATURE OF THE ACTION

13 12. Defendant sells the following CVS branded products with misleading
 14 dosage representations on the Product packaging and labels:

- 15 • **CVS Calcium 1200 mg + D3** – Two (2) softgels are required to
 16 achieve the advertised dosage of 1,200 mg calcium.
- 17 • **CVS Glucosamine HCl 1500 mg Chondroitin Sulfate 1200 mg** –
 18 Three (3) capsules are required to achieve the advertised dosage of
 19 1500 mg glucosamine HCl and 1200 mg chondroitin sulfate.

20 13. True and correct copies of the Products and supplement facts are shown
 21 below:

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CVS Calcium 1200 mg + D3**CVS Glucosamine HCl 1500 mg Chondroitin Sulfate 1200 mg**

1 14. Defendant's dosing representations are prominently and conspicuously
2 displayed to grab the consumer's attention.

3 15. Contrary to the prominently advertised dosage amount on the Products'
4 labels, each softgel or capsule contains only a fraction of the advertised dosage
5 amount. For example, consumers must ingest two (2) softgels of the CVS Calcium
6 1200 mg + D3 product to achieve the advertised dosage of 1,200 mg calcium.
7 Consumers must ingest three (3) capsules of the CVS Glucosamine HCl 1500 mg
8 Chondroitin Sulfate 1200 mg product to achieve the advertised dosage of 1500 mg
9 glucosamine HCl and 1200 mg chondroitin sulfate. This leads consumers to overpay
10 for the Products by a significant margin.

11 16. Defendant's advertising misleads reasonable consumers into believing
12 that each softgel or capsule contains the advertised dosage. However, contrary to the
13 labeling, each unit only contains a fraction of the advertised dosage. Consequently,
14 reasonable consumers believe that they are receiving twice or three times the amount
15 of dietary supplement than what they are actually receiving. As a result, Defendant
16 has charged consumers a premium for the Products, while cutting costs and reaping
17 the financial benefits of selling a supplement with less than the advertised dosage in
18 each Products.

19 17. The label misrepresentations are material to reasonable consumers,
20 including Plaintiff. The dosage representations (number of milligrams) convey the
21 type and amount of dietary supplement provided by the Products, and the primary
22 purpose of the Products are to provide the amount of dietary supplement advertised
23 by the Products label. Accordingly, reasonable consumers are likely to be deceived
24 by the Products' labels.

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

26 18. Over the past 20 years, there has been a significant increase in the
27 prevalence of supplement use. The supplement market has been growing in terms of
28 sales and Products available on the market. Consumers are being presented a large

1 number of Products, brands, and formulations, distributed through a wide variety of
2 marketing channels. The value of the global supplement market was estimated to be
3 worth nearly USD 152 billion in 2021, and is expected to be worth USD 300 billion
4 by 2028.¹

5 19. In response to consumers' desire for supplements, many companies
6 have scrambled to manufacture, market, and sell purportedly high dosages, at the
7 same or lower costs, in an effort to gain market share and outsell competitors.
8 Unfortunately, rather than creating the actual high dosage supplements that
9 consumers desire, Defendant makes the Products with lower dosages than is
10 advertised on the Products' packaging and front labels, and then markets it to
11 consumers through deceptive labeling and packaging claims. In doing so, Defendant
12 misleads consumers into believing that the Products contains a higher dosage in each
13 softgel or capsule than what is actually contained therein.

14 20. Defendant's competitors correctly label and sell their Products to show
15 the correct dosage information on the Products' front labels. They do so by
16 specifying on the front label the amount of supplement per softgel. For example,
17 NatureMade's Calcium 600 mg with D3 Products contains exactly what it says:
18 calcium tablets each containing 600 mg of calcium.

19 **NatureMade Calcium 600 mg with D3²**

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

27 ² <https://www.target.com/p/nature-made-calcium-600-mg-with-vitamin-d3-tablets-60ct/-/A-93749247#lnk=sametab>
28



21. Alternatively, Defendant's competitors disclose on their Products' front labels that the advertised dosage amount does not apply per softgel, and instead applies "per 4 caplets," or a similar statement. For example, GNC's Calcium Citrate 1000 mg Product specifies that the Product contains 1,000 mg of calcium citrate "per 4 caplets."

GNC Calcium Citrate 1000 mg³

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https://www.gnc.com/calcium/097313.html?ogmap=SHP|BR|GOOG|STND|c|SITE WIDE||{G_Shopping_BR}|{adgroup}||9279358699|193093729634&gclsrc=aw.ds &gad_source=1&gad_campaignid=9279358699&gbraid=0AAAAADsDbxj_AFH-PNeiBZpq2fUUZn2Mf&gclid=CjwKCAjwidXQBhAZEiwA4egw6MBheyHTUyEOcrK7O5GfNSbEomsqioIvHBf68O6NtelzKf6JXek1DxoCpFUQAvD_BwE



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

23. Defendant's other calcium and CVS-branded supplement Products do not contain the same misleading dosage representations.

24. For example, Defendant's CVS Calcium 600 mg & Vitamin D3 Products contains exactly what it says: calcium tablets each containing 600 mg of calcium:

CVS Calcium 600 mg & Vitamin D3⁴

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⁴ <https://www.cvs.com/shop/cvs-calcium-vitamin-d3-tablets-120-ct-prodid-409542>



25. Defendant's CVS Calcium 500 mg per serving with Vitamin D3 Products specifies on the front label that the Products contains 500 mg of calcium "per serving."

CVS Calcium 500 mg per serving with Vitamin D3⁵

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⁵ <https://www.cvs.com/shop/cvs-calcium-d3-gummies-60-ct-prodid-1180371>



26. Reasonable consumers purchasing CVS-branded dietary supplement Products therefore expect correct dosage information on the Products' front labels.

PLAINTIFF'S PURCHASES, RELIANCE, AND INJURY

27. Plaintiff Helen Wittman purchased the CVS Calcium 1200 mg + D3 Product from a CVS store located at 26973 Newport Rd, Menifee CA 92584 in or around March 2026 in reliance on the Products' front label advertising.

28. In deciding to purchase the Product, Plaintiff read and relied on the dosage information displayed on the front label, which led Plaintiff to believe that each softgel in the Product contained the advertised dosage – 1,200 mg of calcium per softgel. At the time of purchase, Plaintiff did not know that the advertised dosage was false and misleading, and that more than one softgel would need to be consumed to receive the advertised dosage.

29. Plaintiff would not have purchased the Product, or would not have paid as much as she did for it, had she known that each softgel contained only a fraction

1 of the advertised dosage. Plaintiff paid a premium for the Product due to the
2 misleading labeling on the Product's packaging.

3 30. The representations on the Products' labels were and are false and
4 misleading, and had the capacity, tendency, and likelihood to confuse or confound
5 Plaintiff and other consumers acting reasonably (including the putative Class)
6 because, as described in detail herein, the Product labels misrepresent the dosage of
7 each softgel or capsule.

8 31. Plaintiff and Class Members acted reasonably in relying on the
9 challenged claims that Defendant intentionally, prominently, and uniformly placed
10 on the Products' label and packaging with the intent to induce average consumers
11 into purchasing them.

12 32. Plaintiff, in the exercise of reasonable diligence, could not have
13 discovered earlier Defendant's unlawful acts described herein because the violations
14 were known to Defendant, and not to her throughout the Class Period herein.

15 33. Plaintiff paid more for the Product, and would only have been willing
16 to pay less or unwilling to purchase it at all, absent the false and misleading labeling
17 statements complained of herein.

18 34. For these reasons, the Product was worth less than what Plaintiff paid
19 for it.

20 35. Plaintiff would like to, and would consider, purchasing the Products
21 again when she can do so with the assurance that the Products' labels are truthful
22 and consistent with the Products' actual ingredients.

23 36. Plaintiff will be unable to rely on the Products' advertising or labeling
24 in the future, and so will not purchase the Products again although she would like to.

25 37. Plaintiff lost money as a result of Defendant's deceptive claims and
26 practices in that she did not receive what she paid for when purchasing the Products.

27 38. Plaintiff detrimentally altered her position and suffered damages in an
28 amount equal to the premium she paid for the Products.

1 39. The senior officers and directors of Defendant allowed the Products to
2 be sold with full knowledge or reckless disregard that the challenged claims are
3 fraudulent, unlawful, and misleading.

4 **SUBSTANTIAL SIMILARITY**

5 40. Defendant's Products described herein are substantially similar, as they
6 each contain (1) a dosage representation conspicuously and prominently placed on
7 the primary display panel of the Products' front labels, and (2) require consumption
8 of two or more units to obtain the advertised dosage of dietary supplement.

9 41. The misleading advertising on the Products' front labels are all the
10 same: consumers are led to believe that each softgel or capsule contains the
11 advertised dosage amount; however, the Products only contain half or a third of the
12 amount of dietary supplement advertised. Consumers therefore only receive half or
13 a third of the amount of dietary supplement promised and pay more than what the
14 Products would be worth had Defendant's advertising been true.

15 **NO ADEQUATE REMEDY AT LAW**

16 42. Plaintiff seeks damages and, in the alternative, equitable restitution.
17 Plaintiff and members of the class are entitled to equitable relief as no adequate
18 remedy at law exists.

19 43. The statutes of limitations for the causes of action pled herein vary.
20 Class members who purchased the Products more than three years prior to the filing
21 of the complaint will be barred from recovery if equitable relief were not permitted
22 under the UCL.

23 44. The scope of actionable misconduct under the unfair prong of the UCL
24 is also broader than the other causes of action asserted herein. It includes
25 Defendant's overall unfair marketing scheme to promote and brand the Products
26 over a long period of time in order to gain an unfair advantage over competitor
27 products. The UCL also creates a cause of action for violations of law (such as
28 statutory or regulatory requirements and court orders related to similar

1 representations and omissions made on the type of products at issue). This is
2 especially important here because Plaintiff alleges Defendant has committed
3 “unlawful” acts and brings a claim for violation of the UCL’s “unlawful prong.”
4 Plaintiff’s UCL unlawful prong claim does not rest on the same conduct as her other
5 causes of action, and there is no adequate remedy at law for this specific unlawful
6 claim. Plaintiff and class members may also be entitled to restitution under the UCL,
7 while not entitled to damages under other causes of action asserted herein (e.g., the
8 FAL requires actual or constructive knowledge of the falsity; the CLRA is limited
9 to certain types of plaintiffs (an individual who seeks or acquires, by purchase or
10 lease, any goods or services for personal, family, or household purposes) and other
11 statutorily enumerated conduct).

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

1 relief necessary. Further, because a public injunction is available under the UCL,
2 damages will not adequately benefit the general public in a manner equivalent to an
3 injunction.

4 46. Moreover, a legal remedy is not adequate if it is not as certain as an
5 equitable remedy. Here, Plaintiff may lack an adequate remedy at law if, for instance,
6 damages resulting from her purchases of the Products are determined to be an
7 amount less than the premium price of the Products. Without compensation for the
8 full premium price of the Products, Plaintiff and class members would be left without
9 the parity in purchasing power to which they are entitled.

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

20 48. It is premature to determine whether an adequate remedy at law exists.
21 This is an initial pleading and discovery has not yet commenced and/or is at its initial
22 stages. No class has been certified yet. No expert discovery has commenced and/or
23 completed. The completion of fact/non-expert and expert discovery, as well as the
24 certification of this case as a class action, are necessary to finalize and determine the
25 adequacy and availability of all remedies, including legal and equitable, for
26 Plaintiff's individual claims and any certified class or subclass. Plaintiff therefore
27 reserves her right to amend this complaint and/or assert additional facts that
28 demonstrate this Court's jurisdiction to order equitable remedies where no adequate

1 legal remedies are available for either Plaintiff and/or any certified class or subclass.
2 Such proof, to the extent necessary, will be presented prior to the trial of any
3 equitable claims for relief and/or the entry of an order granting equitable relief.

4 **V. CLASS ACTION ALLEGATIONS**

5 49. Pursuant to Federal Rule of Civil Procedure 23, Plaintiff seeks
6 certification of the following Classes (or alternative Classes or Subclasses):

7 **The Nationwide Class**

8 All U.S. citizens who purchased the Products in their respective state of
9 citizenship for personal and household use and not for resale within the
10 applicable statute of limitations and until the date class notice is disseminated.

11 **The California Subclass**

12 All California citizens who purchased the Products in California for personal
13 and household use and not for resale within the applicable statute of
14 limitations and until the date class notice is disseminated.

15 50. The Classes and Subclasses described in this complaint will jointly be
16 referred to the “Class” or the “Classes” unless otherwise stated, and the proposed
17 members of the Classes and Subclasses will jointly be referred to as “Class
18 Members.”

19 51. Plaintiff and the Class reserve their right to amend or modify the Class
20 definitions with greater specificity or further division into subclasses or limitation to
21 particular issues as discovery and the orders of this Court warrant.

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

28 53. The members in the proposed Class are so numerous that individual

1 joinder of all members is impracticable. Due to the nature of the trade and commerce
2 involved, however, Plaintiff believes the total number of Class members is at least
3 in the hundreds and members of the Classes are numerous. While the exact number
4 and identities of the Class members are unknown at this time, such information can
5 be ascertained through appropriate investigation and discovery. The disposition of
6 the claims of the Class members in a single class action will provide substantial
7 benefits to all parties and to the Court.

8 54. Pursuant to Rule 23(b)(2), Defendant has acted or refused to act on
9 grounds generally applicable to the Classes, thereby making final injunctive relief
10 or corresponding declaratory relief and damages as to the Products appropriate with
11 respect to the Classes as a whole. In particular, Defendant has failed to disclose the
12 true nature of the Products being marketed as described herein.

13 55. There is a well-defined community of interest in the questions of law
14 and fact involved, affecting the Plaintiff and the Classes and these common
15 questions of fact and law include, but are not limited to, the following:

- 16 • Whether Defendant breached any express warranties made to Plaintiff
17 and the Class;
- 18 • Whether Defendant breached any implied warranties made to Plaintiff
19 and the Class;
- 20 • Whether Defendant violated consumer protection statutes, false
21 advertising statutes, or state deceptive business practices statutes;
- 22 • Whether Defendant engaged, and continues to engage, in unfair or
23 deceptive acts and practices in connection with the marketing,
24 advertising, and sales of the Products;
- 25 • Whether reasonable consumers are likely to be misled by Defendant's
26 advertising and labeling of the Products;
- 27 • Whether the Products' challenged representations are material
28 representations made to reasonable consumers;

- Whether the proposed class is suitable for class certification;
- The proper amount of restitution, damages, and punitive damages;
- The proper injunctive relief, including a corrective advertising campaign;
- The proper amount of attorneys' fees.

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

57. Plaintiff's claims are typical of Class Members' claims because they are based on the same underlying facts, events, and circumstances relating to Defendant's conduct. Specifically, all Class Members, including Plaintiff, were subjected to the same misleading and deceptive conduct when they purchased the Products, and suffered economic injury because the Products was and still is misrepresented. Absent Defendant's business practice of deceptively and unlawfully labeling the Products, Plaintiff and Class Members would not have purchased the Products, or would have paid less for it.

58. Plaintiff will fairly and adequately represent and protect the interests of the Classes, has no interests incompatible with the interests of the Classes, and has retained counsel with substantial experience in handling complex consumer class action litigation. Plaintiff and her counsel are committed to vigorously prosecuting this action on behalf of the Classes and have the financial resources to do so.

59. Plaintiff and the members of the Classes suffered, and will continue to suffer harm as a result of Defendant's unlawful and wrongful conduct. A class action is superior to other available methods for the fair and efficient adjudication of the present controversy. Individual joinder of all members of the Classes is impracticable. Even if individual Class members had the resources to pursue individual litigation, it would be unduly burdensome to the courts in which the individual litigation would proceed. Individual litigation magnifies the delay and expense to all parties in the court system of resolving the controversies engendered

1 by Defendant's common course of conduct. The class action device allows a single
 2 court to provide the benefits of unitary adjudication, judicial economy, and the fair
 3 and efficient handling of all Class members' claims in a single forum. The conduct
 4 of this action as a class action conserves the resources of the parties and of the
 5 judicial system and protects the rights of the class members. Furthermore, for many,
 6 if not most, a class action is the only feasible mechanism that allows an opportunity
 7 for legal redress and justice.

8 60. Adjudication of individual Class members' claims with respect to
 9 Defendant would, as a practical matter, be dispositive of the interests of other
 10 members not parties to the adjudication, and could substantially impair or impede
 11 the ability of other class members to protect their interests.

12 61. Defendant has acted on grounds applicable to the Class, thereby making
 13 appropriate final public injunctive and declaratory relief concerning the Class as a
 14 whole.

15 62. As a result of the foregoing, class treatment is appropriate.

16 **VI. CAUSES OF ACTION**

17 **FIRST CAUSE OF ACTION**

18 **Violations of the Unfair Competition Law,**

19 **Cal. Bus. & Prof. Code §§ 17200 *et seq.***

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

21 63. Plaintiff realleges and incorporates the allegations elsewhere in the
 22 Complaint as if set forth in full herein.

23 64. California's Unfair Competition Law, Business and Professions Code
 24 §17200 (the UCL") prohibits any "unfair, deceptive, untrue or misleading
 25 advertising." For the reasons discussed above, Defendant has engaged in unfair,
 26 deceptive, untrue and misleading advertising, and continues to engage in such
 27 business conduct, in violation of the UCL.

28 65. California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code

§§ 17200, *et seq.*, proscribes acts of unfair competition, including “any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising.”

Fraudulent

66. A statement or practice is “fraudulent” under the UCL if it is likely to mislead or deceive the public, applying an objective reasonable consumer test.

67. As set forth herein, Defendant’s claims relating to the Products are likely to mislead reasonable consumers to believe that each softgel or capsule in the Products contained the dosage amount advertised on the Products’ front label.

68. Defendant’s conduct caused and continues to cause substantial injury to Plaintiff and the other Class members. Plaintiff has suffered injury in fact as a result of Defendant’s unfair conduct. Defendant has thus engaged in unlawful, unfair and fraudulent business acts and practices and false advertising, entitling Plaintiff and the Class to public injunctive relief against Defendant, as set forth in the Prayer for Relief.

69. Pursuant to Business and Professions Code § 17203, Plaintiff and the Class seek an order requiring Defendant to immediately cease such acts of unlawful, unfair and fraudulent business practices and requiring Defendant to engage in a corrective advertising campaign.

70. Plaintiff also seeks an order for the disgorgement and restitution of the premium received from the sale of the Products the Class Members purchased, which was unjustly acquired through acts of unlawful, unfair, and/or fraudulent competition, and attorneys’ fees and costs.

Unlawful

71. The acts alleged herein are “unlawful” under the UCL in that they violate at least the following laws:

- By knowingly and intentionally concealing from Plaintiff and the other Class members that each unit of the Products did not contain the

1 from unfair competition in the marketplace. Such conduct is ongoing and continues
2 to date.

3 75. Defendant's conduct with respect to the labeling, advertising, and sale
4 of the Products was and is also unfair because it violates public policy as declared
5 by specific constitutional, statutory or regulatory provisions, including but not
6 limited to the Consumers Legal Remedies Act, the False Advertising Law, and
7 portions of the California Sherman Food, Drug, and Cosmetic Law.

8 76. Defendant's conduct with respect to the labeling, advertising, and sale
9 of the Products was and is also unfair because the consumer injury was substantial,
10 not outweighed by benefits to consumers or competition, and not one consumers
11 themselves could reasonably have avoided.

12 77. Defendant profited from its sale of the falsely, deceptively, and
13 unlawfully advertised and packaged Products to unwary consumers.

14 78. Plaintiff and Class Members are likely to continue to be damaged by
15 Defendant's deceptive trade practices, because Defendant continues to disseminate
16 misleading information on the Products' packaging. Thus, public injunctive relief
17 enjoining Defendant's deceptive practices is proper.

18 79. There were reasonably available alternatives to further Defendant's
19 legitimate business interests, other than the conduct described herein.

20 80. Class-wide reliance can be inferred because Defendant's
21 misrepresentations were material, i.e., a reasonable consumer would consider them
22 important in deciding whether to buy the Products.

23 81. Defendant's misrepresentations were a substantial factor and proximate
24 cause in causing damages and losses to Plaintiff and Class members.

25 82. Plaintiff and the Classes were injured as a direct and proximate result
26 of Defendant's conduct because (a) they would not have purchased the Products if
27 they had known the truth and (b) they overpaid for the Products because the Products
28 are sold at a price premium due to the misrepresentations.

SECOND CAUSE OF ACTION

Violations of the False Advertising Law,

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

(on behalf of the California Class)

83. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth herein.

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

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

86. As alleged herein, Defendant falsely advertised the Products by falsely representing that each unit of the Products contained the advertised dosage, when in fact, a consumer would need to take two softgels or three capsules to achieve the advertised dosage.

87. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as a result of Defendant’s actions as set forth herein. Specifically, prior to the filing of this action, Plaintiff purchased the Products in reliance on Defendant’s false and misleading labeling claims that each unit of the Products contained the advertised dosage.

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

1 advertising.

2 89. Defendant profited from its sale of the falsely and deceptively
3 advertised Products to unwary consumers.

4 90. As a result, Plaintiff, the Class, and the general public are entitled to
5 public injunctive and equitable relief, restitution, and an order for the disgorgement
6 of the funds by which Defendant was unjustly enriched.

7 91. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff, on behalf of
8 herself and the Classes, seeks an order enjoining Defendant from continuing to
9 engage in deceptive business practices, false advertising, and any other act
10 prohibited by law, including those set forth herein.

11 **THIRD CAUSE OF ACTION**

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

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

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

15 92. Plaintiff realleges and incorporates the allegations elsewhere in the
16 Complaint as if set forth in full herein.

17 93. The CLRA prohibits deceptive practices in connection with the conduct
18 of a business that provides goods, property, or services primarily for personal,
19 family, or household purposes.

20 94. Defendant's false and misleading labeling and other policies, acts, and
21 practices were designed to, and did, induce the purchase and use of the Products for
22 personal, family, or household purposes by Plaintiff and Class Members, and
23 violated and continue to violate the following sections of the CLRA:

- 24 • § 1770(a)(5): Representing that goods have characteristics, uses, or
- 25 benefits which they do not have;
- 26 • § 1770(a)(7): Representing that goods are of a particular standard,
- 27 quality, or grade if they are of another; and
- 28 • § 1770(a)(9): Advertising goods or services with intent not to sell them

1 as advertised.

2 95. Defendant profited from the sale of the falsely, deceptively, and
3 unlawfully advertised Products to unwary consumers.

4 96. Defendant's wrongful business practices constituted, and constitute, a
5 continuing course of conduct in violation of the CLRA.

6 97. Pursuant to California Civil Code section 1782(d), Plaintiff and the
7 members of the Class seek an order enjoining Defendant from engaging in the
8 methods, acts, and practices alleged herein.

9 98. Pursuant to California Civil Code section 1782, Plaintiff notified
10 Defendant in writing by certified mail of the alleged violations of the CLRA and
11 demanded that Defendant rectify the problems associated with the actions detailed
12 above and give notice to all affected consumers of its intent to so act.

13 99. More than thirty days have passed, and Defendant has failed to take the
14 corrective action described in Plaintiff's letter. Wherefore, Plaintiff seeks actual,
15 punitive, and statutory damages as appropriate, as well as attorneys' fees and costs
16 for Defendant's violations of the CLRA.

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

19 **FOURTH CAUSE OF ACTION**

20 **Breach of Express Warranties,**

21 **Cal. Com. Code § 2313(1)**

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

23 101. Plaintiff realleges and incorporates the allegations elsewhere in the
24 Complaint as if set forth in full herein.

25 102. Through the Products' labels and advertising, Defendant made
26 affirmations of fact or promises, or description of goods, described above, which
27 were "part of the basis of the bargain," in that Plaintiff and the Class purchased the
28 Products in reasonable reliance on those statements. Cal. Com. Code § 2313(1).

1 103. The foregoing representations were material and were a substantial
2 factor in causing the harm suffered by Plaintiff and the Class because they concerned
3 the allegation that Defendant misrepresented the dosage of each unit of the Products.

4 104. These representations had an influence on consumers' decisions in
5 purchasing the Products.

6 105. Defendant made the above representations to induce Plaintiff and the
7 members of Class to purchase the Products. Plaintiff and the Class members relied
8 on the representations when purchasing Defendant's Products.

9 106. Defendant breached the express warranties by selling the Products with
10 false and misleading advertised dosage amounts.

11 107. That breach actually and proximately caused injury in the form of the
12 price premium that Plaintiff and Class members paid for the Products.

13 **FIFTH CAUSE OF ACTION**

14 **Breach of Implied Warranties**

15 **Cal. Com. Code § 2314**

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

17 108. Plaintiff realleges and incorporates the allegations elsewhere in the
18 Complaint as if set forth in full herein.

19 109. Defendant, through its acts and omissions set forth herein, in the sale,
20 marketing, and promotion of the Products, misrepresented the dosage amount of the
21 Products to Plaintiff and the Class.

22 110. Plaintiff and the Class purchased the Products manufactured,
23 advertised, and sold by Defendant, as described herein.

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

27 112. However, Defendant breached that implied warranty in that the
28 Products did not contain the represented dosage in each unit of the Products, and

1 instead, consumers must ingest multiple softgels or capsules to achieve the
2 advertised dosage.

3 113. As an actual and proximate result of Defendant's conduct, Plaintiff and
4 the Class did not receive goods as impliedly warranted by Defendant to be
5 merchantable in that the Products did not conform to promises and affirmations
6 made on the label of the Products.

7 114. Plaintiff and the Class have sustained damages as a proximate result of
8 the foregoing breach of implied warranty in the amount of the Products' price
9 premium.

10 **SIXTH CAUSE OF ACTION**

11 **Negligent Misrepresentation**

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

13 115. Plaintiff realleges and incorporates the allegations elsewhere in the
14 Complaint as if set forth in full herein.

15 116. Defendant had a duty to disclose to Plaintiff and Class Members correct
16 information as to the quality and characteristics of the Products because Defendant
17 was in a superior position than Plaintiff and Class Members such that reliance by
18 Plaintiff and Class Members was justified. Defendant possessed the skills and
19 expertise to know the type of information that would influence a consumer's
20 purchasing decision.

21 117. During the applicable Class period, Defendant negligently or carelessly
22 misrepresented, omitted, and concealed from consumers material facts regarding the
23 quality and characteristics of the Products, including the amount of dietary
24 supplement contained in each softgel or capsule.

25 118. Defendant made such false and misleading statements and omissions
26 with the intent to induce Plaintiff and Class Members to purchase the Products at a
27 premium price.

28 119. Defendant was careless in ascertaining the truth of its representations

1 in that it knew or should have known that Plaintiff and Class Members would be
2 overpaying for Products that contained substantially less milligrams per unit than
3 advertised.

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

7 121. Plaintiff and Class Members would not have purchased the Products or
8 paid as much for the Products if the true facts had been known.

9 **SEVENTH CAUSE OF ACTION**

10 **Intentional Misrepresentation/Fraud**

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

12 122. Plaintiff realleges and incorporates the allegations elsewhere in the
13 Complaint as if set forth in full herein.

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

20 124. During the applicable Class period, Defendant intentionally
21 misrepresented, omitted, and concealed from consumers material facts regarding the
22 quality and characteristics of the Products, including the dosage amount of each
23 softgel or capsule. These representations were material and were uniformly made.

24 125. As noted in detail above, these representations were false and
25 misleading, as each unit of the Products contained only a fraction of the advertised
26 dosage. Defendant made these misrepresentations with actual knowledge of their
27 falsity and/or made them with fraudulent intent.

28 126. Defendant made such false and misleading statements and omissions

1 with the intent to induce Plaintiff and Class Members to purchase the Products at a
2 premium price, deprive Plaintiff and Class Members of property or otherwise
3 causing injury, and thus, Defendant has committed fraud.

4 127. Defendant's deceptive or fraudulent intent is evidenced by motive and
5 opportunity. Defendant knew that consumers would pay more for a Products if they
6 believed they were receiving a higher dosage than that of competitors' lawfully
7 labeled Products. For that reason, Defendant misrepresented the dosage of its
8 Products so that Defendant could realize greater profits. Defendant knew that
9 consumers would place trust and confidence in its Products' claims and rely thereon
10 in their purchases of the Products.

11 128. Plaintiff and the Class Members were unaware of the falsity in
12 Defendant's misrepresentations and omissions and, as a result, justifiably relied on
13 them when making the decision to purchase the Products.

14 129. As a proximate result of Defendant's intentional misrepresentations,
15 Plaintiff and the Class were induced to purchase the Products at a premium.

16 130. Plaintiff and the Class Members would not have purchased the Products
17 or paid as much for the Products if the true facts had been known.

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

21 132. Defendant's conduct was knowing, intentional, with malice,
22 demonstrated a complete lack of care, and was in reckless disregard for the rights of
23 Plaintiff and Class Members. Plaintiff and Class Members are therefore entitled to
24 an award of punitive damages.

25 **EIGHTH CAUSE OF ACTION**

26 **Quasi-Contract/ Unjust Enrichment**

27 *(on behalf of all Classes)*

28 133. Plaintiff realleges and incorporates the allegations elsewhere in the

1 Complaint as if set forth in full herein.

2 134. As alleged in detail above, Defendant's false and misleading labelling
3 caused Plaintiff and the Class to purchase the Products at a premium.

4 135. In this way, Defendant received a direct and unjust benefit, at Plaintiff
5 and the Class's expense.

6 136. It would be unjust and inequitable for Defendant to retain the above-
7 mentioned benefits. For example, Defendant was only able to charge a premium for
8 the Products by intentionally withholding information from Plaintiff, or otherwise
9 misrepresenting the Products' qualities.

10 137. Plaintiff and the Class seek restitution.

11 **VII. PRAYER FOR RELIEF**

12 138. Wherefore, Plaintiff, on behalf of herself and all others similarly
13 situated, prays for judgment against Defendant as follows:

- 14 • For an order certifying this action as a class action, appointing Plaintiff
15 as the Class Representative, and appointing Plaintiff's Counsel as Class
16 Counsel;
- 17 • For an order declaring that Defendant's conduct violates the statutes
18 and laws referenced herein, consistent with applicable law and pursuant
19 to only those causes of action so permitted;
- 20 • For an order awarding monetary compensation in the form of damages,
21 restitution, and/or disgorgement to Plaintiff and the Class, consistent
22 with permissible law and pursuant to only those causes of action so
23 permitted;
- 24 • For an order awarding punitive damages, statutory penalties, and/or
25 monetary fines, consistent with permissible law and pursuant to only
26 those causes of action so permitted;
- 27 • For an order awarding attorneys' fees and costs, consistent with
28 permissible law and pursuant to only those causes of action so

permitted;

- For an order awarding pre-judgment and post-judgment interest, consistent with permissible law and pursuant to only those causes of action so permitted; and
- For such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: May 26, 2026

CROSNER LEGAL, P.C.

By: /s/ Lilach H. Klein

Lilach H. Klein

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Attorneys for Plaintiff and the Proposed Class

Civil Code Section 1780(d) Venue Affidavit

I, Lilach H. Klein, declare as follows:

1. I am an attorney duly licensed to practice before all of the courts of the State of California. I am one of the counsel of record for Plaintiff.

2. This declaration is made pursuant to § 1780(d) of the California Consumers Legal Remedies Act.

3. Defendant CVS Pharmacy, Inc. has done, and is doing business in California, including in this District. Such business includes the marketing, promotion, distribution, and sale of the Products.

4. Plaintiff purchased one of the Products at issue in this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed on May 26, 2026 in Sacramento, California.

Crosner Legal, P.C.

By: /s/ Lilach H. Klein

LILACH H. KLEIN

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Attorneys for Plaintiff and the Proposed Class

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Lawsuit Alleges CVS Pharmacy Misleadingly Advertises Dosages for Calcium, Glucosamine Supplements](#)
