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

GREGARY JOHNSON, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

BABY TREND, INC.,

Defendant.

Case No.:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 **CLASS ACTION COMPLAINT**

2 Plaintiff Gregory Johnson (“**Plaintiff**”), on behalf of himself and all others
3 similarly situated, brings this class action against Defendant Baby Trend, Inc.
4 (“**Baby Trend**” or “**Defendant**”) and alleges on personal knowledge, investigation
5 of his counsel, and information and belief as follows:

6 **INTRODUCTION**

7 1. This is a nationwide class action brought by Plaintiff on behalf of
8 himself and other similarly situated consumers who purchased Baby Trend’s Sit
9 N’ Stand Double and Ultra Strollers, whose model numbers begin with “SS76” or
10 “SS66” (collectively, the “**Noticed Products**”¹) for personal or household use and
11 not for resale (“**Class**”² or “**Class Members**”).

12 2. Baby Trend manufactures, distributes, markets, and sells children’s
13 products nationwide.

14 3. Baby Trend purportedly promotes its products’ quality, comfort, and
15 style on its website: “Baby Trend offers products at top tier quality that are durable
16 and safe for baby.”³

17 4. Baby Trend sells its products online at its website, babytrend.com,
18 and at other online and brick-and-mortar retailers, including but not limited to:
19 VM Innovations, Target, Walmart, Amazon.com, bedbathandbeyond.com,
20 Kohl’s, and buybuy Baby.

21 5. On February 9, 2023, the U.S. Consumer Product Safety Commission
22 (“CPSC”) and Baby Trend announced a “warning” of the Noticed Products sold
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24 ¹ Plaintiff reserves the right to amend or modify the definition of the Notice Products based on
25 information learned in discovery and further investigation.

26 ² The precise definition of the Class is found below. Plaintiff reserves the right to amend or
27 modify the definition of the Class based on information learned in discovery and further
28 investigation.

³ See <https://babytrend.com/pages/about-us> (last accessed June 26, 2023).

1 in the United States due to a risk of head or neck entrapment between the pivoting
2 front canopy and the arm rest or seat back of the Noticed Products.⁴

3 6. The warning notes: “[t]he space in front of and behind the strollers’
4 pivoting front canopy can entrap a child’s head or neck if a non-occupant child
5 climbs on the exterior of the stroller or when a child in the front seat of the stroller
6 is not securely restrained in the seat using all five points of the harness.”⁵

7 7. Before issuing the warning, Baby Trend had at least two reports of
8 entrapment incidents, one involving a 14-month-old infant whose neck became
9 entrapped in the space between the front of the canopy tube and the armrest of one
10 of the Noticed Products, who asphyxiated and died; and another involving a 17-
11 month-old child who was entrapped in the space between the back of the canopy
12 tube and seat back of the front seat, resulting in neck bruising.⁶

13 8. In its warning, Baby Trend states, “[c]onsumers can mitigate the
14 hazard by removing and separately storing the canopy when not in use, not
15 allowing children to play on the strollers, and always fully securing children in the
16 strollers with the built-in five-point harness.”⁷

17 9. Notably, Baby Trend has not recalled the Noticed Products or offered
18 any recall, replacement, or program to reimburse or assuage parents who are now
19 concerned for their child’s safety.

20 10. The Noticed Products have been sold since 2009 and continue to be
21 sold.

22 11. As a result of Defendant’s misconduct and omissions, Plaintiff and
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24 ⁴ See [https://www.cpsc.gov/Newsroom/News-Releases/2023/CPSC-and-Baby-Trend-Warn-Consumers-About-Entrapment-Hazard-with-the-Detachable-Canopy-on-Baby-Trend-Sit-N-
25 Stand-Strollers-One-Death-Reported](https://www.cpsc.gov/Newsroom/News-Releases/2023/CPSC-and-Baby-Trend-Warn-Consumers-About-Entrapment-Hazard-with-the-Detachable-Canopy-on-Baby-Trend-Sit-N-Stand-Strollers-One-Death-Reported) (last accessed June 26, 2023).

26 ⁵ Id.

27 ⁶ Id.

28 ⁷ Id.

1 putative Class Members have suffered injury in fact, including economic damages.

2 12. Plaintiff and the Class bring this suit to halt Defendant’s unlawful
3 sales and marketing of the Noticed Products and for economic damages they
4 sustained as a result. Given the massive quantities of the Noticed Products sold
5 nationwide, this class action is the proper vehicle for addressing Defendant’s
6 misconduct and attaining needed relief for those affected.

7 **PARTIES**

8 13. Plaintiff Gregory Johnson is and was at all times relevant to this matter
9 a resident of the State of California residing in Santa Maria, in the county of Santa
10 Barbara. Plaintiff is a citizen of California.

11 14. Defendant is a corporation organized under the laws of the State of
12 California, having a principal place of business at 10348 Valley Boulevard,
13 Fontana, California 92335 in San Bernardino county . At all relevant times hereto,
14 Defendant has designed, built, manufactured, marketed, distributed, promoted,
15 and/or marketed and sold the Noticed Products nationwide, including in
16 California.

17 **JURISDICTION AND VENUE**

18 15. This Court has subject matter jurisdiction over this action pursuant to
19 28 U.S.C. § 1332(d), the Class Action Fairness Act of 2005 (“CAFA”), because
20 (i) there are 100 or more class members, (ii) there is an aggregate amount in
21 controversy exceeding \$5,000,000, exclusive of interest and costs, and (iii) there
22 is minimal diversity because at least one member of the class and defendant are
23 citizens of different States. This court has supplemental jurisdiction over the state
24 law claims pursuant to 28 U.S.C. § 1367.

25 16. This Court has personal jurisdiction over Defendant pursuant to 18
26 U.S.C. §§ 1965(b) & (d) because Defendant maintains its principal place of
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1 business in, and is thus a resident of, this State, maintains minimum contacts with
2 the United States and this State, and intentionally avails itself of the laws of the
3 United States and this State by conducting a substantial amount of business in
4 California. On information and belief, Defendant manufactures distributes, and
5 markets the Noticed Products in California. At least in part because of Defendant's
6 misconduct as alleged in this lawsuit, the Noticed Products were sold to and
7 purchased by consumers in this State. For these same reasons, venue properly lies
8 in this District and vicinage pursuant to 28 U.S.C. §§ 1391(a), (b), and (c).

9 **COMMON FACTUAL ALLEGATIONS**

10 17. Defendant is a "baby gear" company offering "affordable prices
11 without sacrificing on quality, comfort, or style."⁸ Defendant developed,
12 marketed, and sold a variety of Sit N' Stand Double and Ultra Strollers. These
13 devices typically cost over \$100.00. Defendant has sold these Noticed Products
14 since 2009.

15 18. Defendant represents it has a "goal of providing the safest, most
16 reliable products available at an affordable price."⁹

17 19. According to its website, Defendant "offers Products at top tier
18 quality that are durable and safe for baby."¹⁰ To this end, under the "Recall and
19 Safety Notices" heading of its website¹¹, Defendant emphasizes its interest in
20 safety testing:

21 Our Safety Pledge and Product Recalls

22 Nothing is more important to us at Baby Trend than the *safety of your child*.
23 Many of us here are parents ourselves, who understand that you are placing
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25 ⁸ <https://babytrend.com/pages/about-us> (last accessed June 26, 2023).

26 ⁹ Id.

27 ¹⁰ Id.

28 ¹¹ <https://babytrend.com/pages/safety-notice> (last accessed June 22, 2023).

1 your trust in our hands when you purchase our products to carry your little
2 one. For 35 years, we have *designed each of our products first and foremost*
3 *with safety in mind*, and we have applied *strenuous testing procedures* and
4 thorough quality inspection processes to make sure *only the safest products*
5 reach the store shelves.

6 While we strive for perfection, there have been occasions when we have had
7 to recall a product to make improvements, or to modify it to ensure it meets
8 the latest safety standards. We work closely with the Consumer Product
9 Safety Commission (CPSC), the National Highway Transportation Safety
10 Administration (NHTSA) and other regulatory agencies on all reported
11 incidents involving a Baby Trend product. When you register your product
12 on our APP, website or through the prepaid registration card, it enables us
13 to quickly contact you should there be any concerns with a product you have
14 purchased.

15 ...

16 Here at Baby Trend, we are committed to the quality of our products and
17 their compliance with the highest level of safety standards!

18 (emphasis added).

19 20. Defendant makes similar representations on the websites of third-
20 party retailers. For example, on the Walmart.com listing for one of the Noticed
21 Products (SS76D18A), Defendant touts its safety attributes, stating: “Double the
22 *safety*, double the style, and double the babies is exactly what you can do with the
23 Sit N' Stand Double Infant Stroller from Baby Trend. This convertible double
24 stroller features 2 seats or can be used as a removable rear seat for a standing
25 platform that provides a place for older children. Sometimes kids aren't able to sit
26 still, so this stroller gives them the option of sitting, standing, or sleeping to
27 accommodate all of their needs. . . . Whether you're strolling through the park or
28 have a full day of running errands, *keep your children safe and secure* with the

1 Baby Trend Sit N' Stand Double Infant Stroller.”¹²

2 **A. The Sit N' Stand Double and Ultra Devices Endanger Children**

3 21. The Noticed Products contain a safety defect in the form of an
4 unreasonable risk of physical harm, namely, head or neck entrapment between the
5 pivoting front canopy and the armrest or seat back of the Noticed Products.

6 22. After receiving two reports of entrapment incidents involving infants
7 who become entrapped in the Noticed Products, including a non-occupant 14-
8 month-old child who became trapped in the space between the front of the canopy
9 tube and armrest of a Sit N' Stand Double stroller and asphyxiated and died, and
10 a partially secured 17-month old child who became entrapped in the space between
11 the back of the canopy tube and the seat back of the front seat, resulting in neck
12 bruises, Baby Trend announced a warning relating to its Sit N' Stand Double and
13 Ultra strollers. Specifically, Baby Trend warned that “[t]he space in front of and
14 behind the strollers’ pivoting front canopy can entrap a child’s head or neck if a
15 non-occupant child climbs on the exterior of the stroller or when a child is in the
16 front seat of the stroller is not securely restrained in the seat using all five points
17 of the harness.”¹³

18 23. Notably, Defendant did not *recall* the products but merely
19 “encouraged” consumers to report incidents or injuries associated with the Noticed
20 Products.¹⁴

21 24. The Noticed Products include:

- 22 a. the Baby Trend Sit N' Stand Double stroller models beginning
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24 ¹² <https://www.walmart.com/ip/Baby-Trend-Sit-N-Stand-Easy-Fold-Toddler-Baby-Double-Stroller-Khaki/729767959> (last accessed June 22, 2023).

25 ¹³ See <https://www.cpsc.gov/Newsroom/News-Releases/2023/CPSC-and-Baby-Trend-Warn-Consumers-About-Entrapment-Hazard-with-the-Detachable-Canopy-on-Baby-Trend-Sit-N-Stand-Strollers-One-Death-Reported> (last accessed June 26, 2023).

26 ¹⁴ Id.
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with SS76, pictured below:



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b. and the Baby Trend Sit N' Stand Ultra stroller models beginning with SS66, also pictured below:

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25. Industry standards applicable to infant and child strollers require that strollers be designed to protect against head and neck entrapment, including by avoiding “V” and “U” shapes. This can be accomplished in various ways, including adjusting the space between components to eliminate the possibility of entrapment. The Noticed Products lack such a design. This alternative, feasible design has been available for decades, and there is no resulting loss of function or

1 utility.

2 26. Indeed, several competitor stroller designs existed on the market when
3 the Notice Products were manufactured and sold. Examples of double strollers by
4 other suppliers with similar designs that eliminate this head entrapment hazard
5 include the Graco DuoGlider Click Connect and the Chico Cortina Together
6 double stroller.



16 **Figure 11. Graco double stroller from 2018**



26 **Figure 12. Chico Cortina Together double stroller (2022)**

1 27. The concept of head entrapment is a known hazard identified not only
2 in stroller manufacturing standards but also in the general safety field for decades.
3 For example, this hazard has been addressed in publications by the CPSC. The
4 CPSC published *A Handbook for Public Playground Safety* in 1981 and
5 specifically addressed the entrapment hazard, noting: “Entrapment. No component
6 or group of components should form angles or openings that could trap any part
7 of a child's body or a child's head. If part of an accessible opening is too small to
8 allow children to withdraw their heads easily and the children are unable to support
9 their weight by means other than their heads or necks, *strangulation may result.*”

10 28. Additionally, consumers—the parents and caretakers of young
11 children and toddlers—reasonably expect that strollers are safe for their intended
12 purpose. Consumers would not anticipate that a product specifically made for use
13 by children and marketed as such is designed in a manner that could seriously
14 injure their children with normal, everyday use.

15 29. The safety defect renders the Noticed Products unfit for the ordinary
16 purpose they are used, which is to safely and consistently transport infants and
17 toddlers in both seated and standing positions.

18 30. The safety defect is present in all Noticed Products at the time of sale
19 because it is inherent in the design of the Products and is present when the Products
20 come off the assembly line.

21 **B. The Safety Risks to Infants Associated with the Use of the Noticed**
22 **Products Renders Them Worthless or Diminished in Value**

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24 31. As a result of the safety risks to infants associated with the use of the
25 Noticed Products, together with Defendant’s concealment of these risks from the
26 date they were first reported to Defendant or discovered by Defendant and
27 continuing through the present, as the Noticed Products were not recalled, the
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1 Noticed Products have been rendered entirely worthless or, at the very least, have
2 been substantially diminished in value.

3 32. The known safety risks to infants of the Noticed Products, described
4 above have rendered the Noticed Products worthless to consumers. If parents of
5 infants choose to discontinue the Noticed Products, they must pay for another
6 expensive replacement product for their infants.

7 33. Rather than recall the Noticed Products or even instruct parents to
8 place them away, Defendant’s advice is for parents to “mitigate the hazard by
9 removing and separately storing the canopy when not in use, not allowing children
10 to play on the strollers, and always fully securing children in the strollers with the
11 built-in five-point harness.”¹⁵

12 34. Furthermore, in a statement to NBC News following the joint
13 “warning” by Defendant and CPSC, Defendant falsely stated that “Baby Trend
14 and the CPSC agree that Sit N’ Stand Double and Ultra strollers with detachable
15 canopy are completely safe when used as intended and in accordance with the
16 company’s operating instructions. . . . This tragic and exceedingly rare accident
17 could have been altogether avoided if the young toddler had not been permitted to
18 climb and play on the stroller, which was not being used as intended at the time.”¹⁶

19 35. In truth, after Defendant issued its statement, “the CPSC said it was
20 inaccurate for the company to say the CPSC considers the product to be
21 ‘completely safe.’”¹⁷

22 ¹⁵ See <https://www.cpsc.gov/Newsroom/News-Releases/2023/CPSC-and-Baby-Trend-Warn-Consumers-About-Entrapment-Hazard-with-the-Detachable-Canopy-on-Baby-Trend-Sit-N-Stand-Strollers-One-Death-Reported> (last accessed April 19, 2023).

23 ¹⁶ <https://www.nbcnews.com/business/consumer/baby-killed-another-injured-strollers-sold-major-retailers-consumer-sa-rcna69998> (last accessed June 22, 2023).

24 ¹⁷ *Id.* (“We are disappointed that Baby Trend issued a clearly inaccurate statement asserting that
25 CPSC ‘agree[s] that Sit N’ Stand Double and Ultra strollers with detachable canopy are
26 completely safe when used as intended and in accordance with the company’s operating
27 instructions.”).

1 Defendant noted: “Based on the information provided by the consumer regarding
2 the product’s condition, we do not believe that the product is defective... we do
3 not believe that this case suggests a potential product hazard.”¹⁹

4 41. Despite this notice from *over ten years ago*, Defendant continues to
5 manufacture and sell the Noticed Products with such awareness.

6 42. A CPSC complaint resulting in bodily injury or death caused by a
7 product ordinarily triggers prompt review and testing by the manufacturer. On
8 information and belief, Defendant’s testing shortly after receipt of the June 11,
9 2013 complaint confirmed the safety defect.

10 43. Additionally, Defendant is experienced in designing and
11 manufacturing strollers such as the Noticed Products. As an experienced
12 manufacturer, Defendant conducts pre-sale safety testing to verify the safety risks
13 posed to users of the products. On information and belief, Defendant discovered
14 this safety risk during testing before publicly releasing the strollers for sale but
15 made a business decision not to take action, including redesigning and recalling
16 the Products.

17 44. Of note, the asphyxiation death that triggered the CPSC warning
18 resulted in a wrongful death action against Defendant by the family of the deceased
19 infant. In connection with that litigation, Defendant produced a report
20 summarizing complaints received from users of the Noticed Products, confirming
21 that Defendant had been advised repeatedly regarding child asphyxiation risk.²⁰

22 The report evidences notice of the following:

- 23 a. July 3, 2014: a 19-month-old “slipped through in between the seat
24 and child tray. Child was stuck under the child tray and he was
25 choking.”

26 ¹⁹ Id.

27 ²⁰ *Tessmer v. Baby Trend, Inc.*, No. 21-3268, Dkt. 73-3 (W.D. Mo. Dec. 22, 2022).

1 nature of the strollers at the point of sale. Although images of the strollers are
2 contained on product packaging, consumers do not realize that there is a material
3 risk of death through regular and ordinary use.

4 48. As a “standing” stroller, it is designed to transport children in a
5 standing position or as “non-occupants.” Therefore, it is reasonably foreseeable
6 that, through normal use, a non-occupant child would climb on the exterior
7 stroller—which can unexpectedly lead to strangulation and death.

8 49. Additionally, as a “seated” stroller, it is designed to transport children
9 in a seated position. It is reasonably foreseeable that a child placed in the stroller
10 may not have been “securely restrained in the seat using all five points of the
11 harness” (as Defendant demands) because the parent or caretaker would have no
12 reason to believe the failure to use “all five points of the harness” risks
13 strangulation and death.

14 50. Instead, consumers reasonably expect that Defendant—who has far
15 greater expertise in product safety and specifically product safety for children—
16 would not market an unsafe product. For lay consumers who inexperienced in
17 product design, the strollers are not obviously unsafe in appearance.

18 **E. Plaintiff Gregory Johnson**

19 51. Plaintiff Gregory Johnson purchased the Sit N’ Stand Double stroller,
20 the model number beginning with “SS76,” from a Walmart in Arroyo Grande,
21 California, in March or April 2022, for \$239.99.

22 52. Plaintiff has a young child and an infant and wanted to purchase a
23 safe double stroller for his infant children.
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53. Before purchasing the Noticed Product, Plaintiff Johnson reviewed information about the Noticed Product on the Noticed Product’s packaging and labeling. The Product was described as a stroller suitable for infant and toddler use in both sitting and standing positions. Exemplar images of the Product’s packaging are shown below.



54. As a reasonable consumer, he believed that information regarding

1 critical safety risks, like the risk of strangulation and death described above, would
2 have been disclosed by the manufacturer on the packaging. Because no such risk
3 was disclosed, he understood label statements and accompanying images as
4 representations made by Defendant that the Noticed Products were safe for his
5 children to use.

6 55. Plaintiff Johnson relied on Defendant's omissions in purchasing
7 Defendant's Noticed Product.

8 56. Shortly after using the Noticed Product as intended, Plaintiff's infant
9 child fell through spacing in the stroller into the "diaper bag" carriage underneath.

10 57. Later, Plaintiff discovered the Notice concerning his Product and its
11 inherent safety issues and dangerousness.

12 58. Plaintiff has stopped using the Notice Product because it is worthless,
13 and Plaintiff is concerned that the Noticed Product is unsafe to use.

14 59. Plaintiff Johnson did not receive the benefit of his bargain because
15 Defendant's Noticed Products are not safe to use by children and infants. Instead,
16 infants and children can become entrapped by the spacing in front and back of the
17 strollers' pivoting front canopy, a strangulation hazard.

18 60. Indeed, Plaintiff is concerned about safety and has left the double
19 stroller unused in his home.

20 61. Had Plaintiff known or otherwise been made aware of the defect in
21 the Product, he would not have purchased it or would have paid significantly less
22 for it. At a minimum, Plaintiff paid a price premium for the Noticed Product, based
23 on Defendant's omission and concealment of the safety defect, that he would not
24 have paid had he known the truth.

25 62. As a result of Defendant's conduct, Plaintiff Johnson has suffered
26 economic damages because the Noticed Product that he purchased is now
27

1 worthless or, at least, substantially diminished in value.

2 63. Plaintiff would purchase another stroller from Defendant if the
3 product was re-designed to make it safe. Plaintiff, however, faces an imminent
4 threat of harm because he will not be able to rely on any representations of safety
5 and the comprehensiveness of warnings in the future and, thus, will not be able to
6 purchase the product.

7 **ESTOPPEL FROM PLEADING AND**
8 **TOLLING OF APPLICABLE STATUTES OF LIMITATIONS**

9 64. Plaintiff and the members of the Class had no way of knowing about
10 Defendant's conduct concerning the strangulation risks associated with the use
11 and non-use of the Noticed Products.

12 65. Neither Plaintiff nor any other members of the Class, through the
13 exercise of reasonable care, could have discovered the conduct by Defendant
14 alleged herein. Further, Plaintiff and members of the Class did not discover and
15 did not know facts that would have caused a reasonable person to suspect that
16 Defendant was engaged in the conduct alleged herein.

17 66. For these reasons, all applicable statutes of limitation have been tolled
18 by the discovery rule concerning claims asserted by Plaintiff and the Class.

19 67. Further, by failing to provide immediate notice of the risks of
20 strangulation associated with continued use and non-use of the Noticed Products,
21 Defendant concealed its conduct and the existence of the claims asserted herein
22 from Plaintiff and the Class members.

23 68. Upon information and belief, Defendant intended its acts to conceal
24 the facts and claims from Plaintiff and Class members. Plaintiff and Class
25 members were unaware of the facts alleged herein without any fault or lack of
26 diligence on their part and could not have reasonably discovered Defendant's
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1 conduct. For this reason, any statute of limitations that otherwise may apply to the
2 claims of Plaintiff or Class members should be tolled.

3 69. As a factual matter, Plaintiff did not learn about the safety defect and
4 risk of strangulation and death until shortly before filing this action. Once Plaintiff
5 learned about the Notice and the safety defect described therein, he promptly acted
6 to preserve his rights, filing this action. Defendant is estopped from asserting any
7 statute of limitation defense that might otherwise apply to the claims asserted
8 herein.

9 CLASS ACTION ALLEGATIONS

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11 70. Plaintiff brings this action on behalf of himself and the following
12 Classes pursuant to Rule 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal Rules of
13 Civil Procedure. Specifically, the Classes are defined as:

14
15 **National Class:** All persons in the United States who
16 purchased the Noticed Products for personal use and not
17 for resale during the Class Period.

18 In the alternative, Plaintiff brings this action on behalf of the
19 following State Sub-Class:

20 **Multi-State Sub-Class (Implied Warranty Non-**
21 **Privity):** All persons who purchased the Noticed
22 Products for personal use and not for resale during the
23 Class Period in the following States: Alaska; Arkansas;
24 California; Colorado; Connecticut; Delaware; District of
25 Columbia; Florida; Hawaii; Indiana; Kansas; Louisiana;
26 Maine; Maryland; Massachusetts; Michigan; Minnesota;
27 Mississippi; Missouri; Montana; Nebraska; Nevada;
28 New Hampshire; New Jersey; New Mexico; North
Dakota; Ohio; Oklahoma; Pennsylvania; Rhode Island;

1 South Carolina; South Dakota; Texas; Utah; Vermont;
2 Virginia; West Virginia; Wyoming.

3 **California Sub-Class:** All persons in California who
4 purchased the Noticed Products for personal use and not
5 for resale during the Class Period.

6 71. Excluded from the Classes are (a) any officers, directors or
7 employees, or immediate family members of the officers, directors, or employees
8 of any Defendant or any entity in which a Defendant has a controlling interest, (b)
9 any legal counsel or employee of legal counsel for any Defendant, and (c) the
10 presiding Judge in this lawsuit, as well as the Judge's staff and their immediate
11 family members.

12 72. The "Class Period" begins on the date established by the Court's
13 determination of any applicable statute of limitations, after consideration of any
14 tolling, discovery, concealment, and accrual issues, and ending on the date of entry
15 of judgment.

16 73. Plaintiff reserves the right to amend the definition of the Classes if
17 discovery or further investigation reveals that the Classes should be expanded or
18 otherwise modified.

19 74. **Numerosity.** Class Members are so numerous and geographically
20 dispersed that joinder of all Class Members is impracticable. While the exact
21 number of Class Members remains unknown at this time, upon information and
22 belief, there are thousands, if not hundreds of thousands, of putative Class
23 Members.²¹ Moreover, the number of members of the Classes may be ascertained
24 from Defendant's books and records. Class Members may be notified of the
25 pendency of this action by mail and/or electronic mail, which can be supplemented

26
27 ²¹ According to Defendant's Recall Notice, the company has sold a million strollers since 2009.
28 See <https://babytrend.com/pages/safety-notice> (last accessed June 26, 2023).

1 if deemed necessary or appropriate by the Court with published notice.

2 75. **Predominance of Common Questions of Law and Fact.** Common
3 questions of law and fact exist for all Class Members and predominate over any
4 questions affecting only individual Class Members. These common legal and
5 factual questions include, but are not limited to, the following:

- 6 a. Whether the Noticed Products contain the defect alleged herein;
7
8 b. Whether Defendant failed to appropriately warn Class Members
9 of the damage that could result from the use of the Noticed
10 Products;
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12 c. Whether Defendant had actual or imputed knowledge of the
13 defect but did not disclose it to Plaintiff and the Classes;
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15 d. Whether Defendant promoted the Noticed Products with false and
16 misleading statements of fact and material omissions;
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18 e. Whether Defendant's marketing, advertising, packaging,
19 labeling, and/or other promotional materials for the Noticed
20 Products are deceptive, unfair, or misleading;
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22 f. Whether Defendant's actions and omissions violate California
23 law;
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25 g. Whether Defendant's conduct violates public policy;
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27 h. Whether Plaintiff and putative members of the Classes have
28 suffered an ascertainable loss of monies or property or other value
as a result of Defendant's acts and omissions of material facts;
i. Whether Defendant was unjustly enriched at the expense of
Plaintiff and members of the putative Classes in connection with
selling the Noticed Products;
j. Whether Plaintiff and members of the putative Classes are entitled
to monetary damages and, if so, the nature of such relief; and

1 k. Whether Plaintiff and members of the putative Classes are entitled
2 to equitable, declaratory, or injunctive relief and, if so, the nature
3 of such relief.

4 76. Defendant has acted or refused to act on grounds generally applicable
5 to the putative Classes, thereby making final injunctive or corresponding
6 declaratory relief appropriate concerning the putative Classes as a whole. In
7 particular, Defendant has manufactured, marketed, advertised, distributed, and
8 sold the Noticed Products that are deceptively misrepresented by omission as
9 being safe and appropriate for human and infant use when they are not.

10 77. **Typicality.** Plaintiff's claims are typical of those of the absent Class
11 Members in that Plaintiff, and the Class Members each purchased and used the
12 Noticed Products, and each sustained damages arising from Defendant's wrongful
13 conduct, as alleged more fully herein. Plaintiff shares the aforementioned facts and
14 legal claims or questions with putative members of the Classes. Plaintiff and all
15 members of the putative Classes have been similarly affected by Defendant's
16 common course of conduct alleged herein. Plaintiff and all members of the
17 putative Classes sustained monetary and economic injuries including, but not
18 limited to, ascertainable loss arising out of Defendant's deceptive omissions
19 regarding the Noticed Products being safe and appropriate for human and infant
20 use.

21 78. **Adequacy.** Plaintiff will fairly and adequately represent and protect
22 the interests of the members of the putative Classes. Plaintiff has retained counsel
23 with substantial experience in handling complex class action litigation, including
24 complex questions that arise in this type of consumer protection litigation. Further,
25 Plaintiff and his counsel are committed to the vigorous prosecution of this action.
26 Plaintiff has no conflicts of interest or interests adverse to those of putative
27

1 Classes.

2 79. **Insufficiency of Separate Actions.** Absent a class action, Plaintiff
3 and members of the Classes will continue to suffer the harm described herein, for
4 which they would have no remedy. Even if individual consumers could bring
5 separate actions, the resulting multiplicity of lawsuits would cause undue burden
6 and expense for both the Court and the litigants, as well as create a risk of
7 inconsistent rulings and adjudications that might be dispositive of the interests of
8 similarly situated consumers, substantially impeding their ability to protect their
9 interests, while establishing incompatible standards of conduct for Defendant.

10 80. **Injunctive Relief.** Defendant has acted or refused to act on grounds
11 generally applicable to Plaintiff and all Members of the Classes, thereby making
12 appropriate final injunctive relief, as described below, concerning the members of
13 the Classes as a whole.

14 81. **Superiority.** A class action is superior to any other available methods
15 for the fair and efficient adjudication of the present controversy for at least the
16 following reasons:

- 17
- 18 a. The damages suffered by each individual member of the putative
19 Classes do not justify the burden and expense of individual
20 prosecution of the complex and extensive litigation necessitated
21 by Defendant's conduct;
 - 22 b. Even if individual members of the Classes had the resources to
23 pursue individual litigation, it would be unduly burdensome to the
24 courts in which the individual litigation would proceed;
 - 25 c. The claims presented in this case predominate over any questions
26 of law or fact affecting individual members of the Classes;
 - 27 d. Individual joinder of all members of the Classes is impracticable;
 - 28 e. Absent a Class, Plaintiff and members of the putative Classes will

1 continue to suffer harm as a result of Defendant’s unlawful
2 conduct; and

3 f. This action presents no difficulty that would impede its
4 management by the Court as a class action, which is the best
5 available means by which Plaintiff and members of the putative
6 Classes can seek redress for the harm caused by Defendant.

7 82. In the alternative, the Classes may be certified for the following
8 reasons:

9 a. The prosecution of separate actions by individual members of the
10 Classes would create a risk of inconsistent or varying adjudication
11 concerning individual members of the Classes, which would
12 establish incompatible standards of conduct for Defendant;

13 b. Adjudications of claims of the individual members of the Classes
14 against Defendant would, as a practical matter, be dispositive of
15 the interests of other members of the putative Classes who are not
16 parties to the adjudication and may substantially impair or impede
17 the ability of other putative Class Members to protect their
18 interests; and

19 c. Defendant has acted or refused to act on grounds generally
20 applicable to the members of the putative Classes, thereby making
21 appropriate final and injunctive relief concerning the putative
22 Classes as a whole.

23 **INADEQUACY OF LEGAL REMEDIES**

24 83. In the alternative to those claims seeking remedies at law, Plaintiff and
25 class members allege that no plain, adequate, and complete remedy exists at law to
26 address Defendant’s unlawful and unfair business practices. The legal remedies
27 available to Plaintiff are inadequate because they are not “equally prompt and certain
28 and in other ways efficient” as equitable relief. *American Life Ins. Co. v. Stewart*,
300 U.S. 203, 214 (1937); *see also United States v. Bluit*, 815 F. Supp. 1314, 1317

1 (N.D. Cal. Oct. 6, 1992) (“The mere existence’ of a possible legal remedy is not
2 sufficient to warrant denial of equitable relief.”); *Quist v. Empire Water Co.*, 2014
3 Cal. 646, 643 (1928) (“The mere fact that there may be a remedy at law does not
4 oust the jurisdiction of a court of equity. To have this effect, the remedy must also
5 be speedy, adequate, and efficacious to the end in view ... It must reach the whole
6 mischief and secure the whole right of the party in a perfect manner at the present
7 time and not in the future.”).

8 84. Additionally, unlike damages, the Court’s discretion in fashioning
9 equitable relief is very broad and can be awarded when the entitlement to damages
10 may prove difficult. *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal.4th 163,
11 177-180 (2000) (restitution under the UCL can be awarded “even absent
12 individualized proof that the claimant lacked knowledge of the overcharge when the
13 transaction occurred.”).

14 85. Thus, restitution would allow recovery even when normal
15 consideration associated with damages would not. *See, e.g., Fladeboe v. Am. Isuzu*
16 *Motors Inc.*, 150 Cal. App. 4th 42, 68 (2007) (noting that restitution is available even
17 when damages are unavailable). Furthermore, the standard and necessary elements
18 for a violation of the UCL “unfair” prong and for quasi-contract/unjust enrichment
19 are different from the standard that governs a legal claim.

20
21 **CLAIMS FOR RELIEF**

22 **COUNT I**

23 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
24 **(On Behalf of the Multi-State Class and, alternatively, the California Class)**

25 86. Plaintiff re-alleges and incorporates by reference the preceding
26 allegations as though set forth fully herein.
27

1 87. Plaintiff's individual claim is brought under the laws of the State in
2 which he purchased his Class Device (California). See Cal. Commercial Code §
3 2314. The claims of absent members of the Multi-State Class and California Class
4 are brought under the state's laws in which they purchased their Products and
5 identified below.

- 6 a. Alaska Stat. §§ 45.02.314, et seq.;
- 7 b. Ark. Code Ann. §§ 4-2-314, et seq.;
- 8 c. Colo. Rev. Stat. Ann. §§ 4-2-314, et seq.;
- 9 d. Conn. Gen. Stat. §§ 42a-2-314, et seq.;
- 10 e. Del. Code Ann. Tit. 6, §§ 2-314, et seq.;
- 11 f. D.C. Code §§ 28:2-314, et seq.;
- 12 g. Haw. Rev. Stat. §§ 490:2-314, et seq.;
- 13 h. Ind. Code §§ 26-1-2-314, et seq.;
- 14 i. Kan. Stat. Ann. §§ 84-2-314, et seq.;
- 15 j. La. Civ. Code Ann. Art. 2520, et seq.;
- 16 k. Md. Code Ann., Com. Law §§ 2-314, et seq.;
- 17 l. Me. Rev. Stat. Ann. Tit. 11, §§ 2-314, et seq.;
- 18 m. Mass. Gen. Laws ch. 106, §§ 2-314, et seq.;
- 19 n. Mich. Comp. Laws Ann. §§ 440.2314, et seq.;
- 20 o. Minn. Stat. §§ 336.2-314, et seq.;
- 21 p. Miss. Code Ann. §§ 75-2-314, et seq.;
- 22 q. Mo. Rev. Stat. §§ 400.2-314, et seq.;
- 23 r. Mont. Code Ann. §§ 30-2-314, et seq.;
- 24 s. Neb. Rev. Stat. Ann. §§ 2-314, et seq.;
- 25 t. Nev. Rev. Stat. §§ 104.2314, et seq.;
- 26 u. N.H. Rev. Stat. Ann. §§ 382-A:2-314, et seq.;

- 1 v. N.J. Stat. Ann. §§ 12A:2-314, et seq.;
- 2 w. N.M. Stat. Ann. §§ 55-2-314, et seq.
- 3 x. N.D. Cent. Code §§ 41-02-31, et seq.;
- 4 y. Ohio Rev. Code Ann. §§ 1302.27, et seq.;
- 5 z. Okla. Stat. Tit. 12A, §§ 2-314, et seq.;
- 6 aa. 13 Pa. Stat. Ann. §§ 2314, et seq.;
- 7 bb.R.I. Gen. Laws §§ 6A-2-314, et seq.;
- 8 cc. S.C. Code Ann. §§ 36-2-314, et seq.;
- 9 dd.S.D. Codified Laws §§ 57A-2-314, et seq.;
- 10 ee. Tex. Bus. & Com. Code Ann. §§ 2.314, et seq.;
- 11 ff. Utah Code Ann. §§ 70A-2-314, et seq.;
- 12 gg.Va. Code Ann. §§ 8.2-314, et seq.;
- 13 hh.Vt. Stat. Ann. Tit. 9A, §§ 2-314, et seq.;
- 14 ii. W. Va. Code §§ 46-2-314, et seq.; and
- 15 jj. Wyo. Stat. Ann. §§ 34.1-2-314, et seq.

16 88. Defendant manufactured and distributed Noticed Products for sale to
17 Plaintiff and the Class members.

18 89. Defendant impliedly warranted to Plaintiff and Class members that
19 their Products were free of defects and were merchantable and fit for their ordinary
20 purpose for which such goods are used.

21 90. As alleged herein, Defendant breached the implied warranty of
22 merchantability because the Products suffer from a safety defect. The Products are,
23 therefore, defective, unmerchantable, and unfit for their ordinary, intended purpose.

24 91. Due to the safety defect, Plaintiff and the Class members cannot operate
25 their Products as intended, substantially free from defects. The Products do not
26 provide safe and reliable transportation and pose a serious risk of sudden injury and
27

1 death. As a result, Plaintiff and members of the Class cannot use their Products for
2 the purposes for which they purchased them.

3 92. Privity of contract is not required here because Plaintiff and Class
4 Members were each intended third-party beneficiaries of the Products sold through
5 independent retailers. The retailers were not intended to be the ultimate consumers
6 of the Products and have no rights under the implied warranty provided with the
7 Products.

8 93. Plaintiff did not receive or otherwise have the opportunity to review, at
9 or before the time of sale, any purported warranty exclusions and limitations of
10 remedies. Accordingly, any such exclusions and limitations of remedies are
11 unconscionable and unenforceable. As a direct and proximate result of the breach of
12 implied warranty of merchantability, Plaintiff and Class members have been injured
13 in an amount to be proven at trial.

14
15 **COUNT II**
16 **VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT -**
17 **BREACH OF IMPLIED WARRANTY**
18 **Cal. Civ. Code §§ 1791.1 & 1792**
19 **(On Behalf of the California Class)**

20 94. Plaintiff re-alleges and incorporates by reference the preceding
21 allegations as though set forth fully herein.

22 95. Plaintiff brings this claim on behalf of himself and behalf of the
23 California Class against Defendant.

24 96. Plaintiff and the other Class members who purchased the Products in
25 California are “buyers” within the meaning of Cal. Civ. Code § 1791(b).

26 97. The Products are “consumer goods” within the meaning of Cal. Civ.
27 Code § 1791(a).

1 98. Defendant is a “manufacturer” of the Products within the meaning of
2 Cal. Civ. Code § 1791(j).

3 99. Defendant impliedly warranted to Plaintiff and the other Class
4 Members that the Products were “merchantable” within the meaning of Cal. Civ.
5 Code §§ 1791.1 & 1792.

6 100. However, the Products do not have the quality that a reasonable
7 purchaser would expect.

8 101. Cal. Civ. Code § 1791.1(a) states: “Implied warranty of
9 merchantability” or “implied warranty that goods are merchantable” means that the
10 consumer goods meet each of the following: “(1) pass without objection in the trade
11 under the contract description; (2) are fit for the ordinary purposes for which such
12 goods are used; ... and (4) conform to the promises or affirmations of fact made on
13 the container or label.”

14 102. The Products would not pass without objection in the trade because of
15 the safety defect alleged herein, including the failure to design a product that
16 comports with industry standards and avoids “U” and “V” shapes.

17 103. The Products are not fit for the ordinary purpose they are used because
18 of the safety defect as alleged herein.

19 104. The safety defect in the Products is latent. Though the Products appear
20 operable when new, the safety defect existed at the time of sale and throughout the
21 one year under the Song-Beverly Act. Accordingly, any subsequent discovery of
22 the safety defect by Class Members beyond that time does not bar an implied
23 warranty claim under the Song-Beverly Act.

24 105. Further, despite due diligence, Plaintiff and Class Members could not
25 have discovered the safety defect before the manifestation of its symptoms in the
26 form of physical injury or death. Those Class Members whose claims would have
27

1 otherwise expired allege that the discovery rule and doctrine of fraudulent
2 concealment tolls them.

3 106. Defendant breached the implied warranty of merchantability by
4 manufacturing and selling Products containing the safety defect. The existence of
5 the defect has caused Plaintiff and the other Class members not to receive the benefit
6 of their bargain and have caused Products to depreciate in value.

7 107. As a direct and proximate result of Defendant's breach of the implied
8 warranty of merchantability, Plaintiff and the other Class members received goods
9 whose defective condition substantially impairs their value to Plaintiff and the other
10 California members. Plaintiff and the other California Class members have been
11 damaged as a result of the diminished value of the Products.

12 108. Plaintiff and the other California Class members are entitled to damages
13 and other legal and equitable relief, including, at their election, the purchase price of
14 their Products or the overpayment or diminution in value of their Products.

15 109. Pursuant to Cal. Civ. Code § 1794, Plaintiff and the other Class
16 members are entitled to costs and attorneys' fees.

17
18 **COUNT III**
19 **Violation of California's Unfair Competition Law**
20 **Cal. Bus. & Prof. Code § 17200 et seq. ("UCL")**
21 **(On Behalf of the California Sub-Class)**

22 110. Plaintiff re-alleges and incorporates by reference the preceding
23 allegations as though set forth fully herein.

24 111. The UCL prohibits any "unlawful, unfair or fraudulent business act
25 or practice." Cal. Bus. & Prof. Code § 17200.

26 112. Defendant's acts and omissions as alleged herein constitute business
27 acts and practices.

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

- 3 a. The False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 et
4 seq.; and
5 b. The Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 et
6 seq.;

7 114. Unfair: Defendant’s conduct concerning the labeling, advertising,
8 and sale of the Noticed Products was “unfair” because Defendant’s conduct was
9 immoral, unethical, unscrupulous, or substantially injurious to consumers and the
10 utility of their conduct, if any, does not outweigh the gravity of the harm to their
11 victims. Distributing unsafe children’s products has no public utility at all. Any
12 countervailing benefits to consumers or competition did not outweigh this injury.
13 Selling products unsafe and unfit for their intended purposes only injures healthy
14 competition and harms consumers. Defendant also minimizes the scope of the
15 defect despite knowing the Products are unreasonably dangerous.

16 115. Defendant’s conduct concerning the labeling, advertising, and sale of
17 the Noticed Products was and is also unfair because it violates public policy as
18 declared by specific constitutional, statutory, or regulatory provisions, including
19 but not limited to the applicable sections of the Consumers Legal Remedies Act
20 and the Song-Beverly Consumer Warranty Act.

21 116. Defendant’s conduct concerning the labeling, advertising, and sale of
22 the Noticed Products was and is unfair because the consumer injury was
23 substantial, not outweighed by benefits to consumers or competition, and not one
24 consumer themselves could reasonably have avoided it.

25 117. Fraudulent: A statement or practice is “fraudulent” under the UCL if
26 it is likely to mislead or deceive the public, applying an objective reasonable
27

1 consumer test.

2 118. As set forth herein, Defendant engaged in deceptive acts by
3 knowingly omitting from Plaintiff and Class members that the Noticed Products
4 suffer from the safety defect (and the costs, risks, and diminished value of the
5 Products as a result). Defendant knew that the Noticed Products were defectively
6 designed, posed an unreasonable safety risk, and unsuitable for their intended use.

7 119. Defendant was under a duty to Plaintiff and the Class members to
8 disclose the defective nature of the Noticed Products because:

- 9 a. Defendant was in a superior position to know the true state of facts
10 about the defect and associated repair costs;
- 11 b. Plaintiff and the Class members could not reasonably have been
12 expected to learn or discover that the Noticed Products had a
13 safety defect before purchase;
- 14 c. Defendant knew that Plaintiff and the Class members could not
15 reasonably have been expected to learn or discover the defect and
16 the associated repair costs;
- 17 d. Defendant made partial representations regarding the attributes
18 and benefits of the Noticed Products on packaging and labeling
19 while deceptively omitting the existence of the defect; and
- 20 e. Defendant actively concealed the defect and the associated repair
21 costs by asserting to Plaintiff and the Class members that their
22 products were not defective.

23 120. Defendant could have and should have prominently disclosed the
24 defect on the product listings on its website, on product packaging, and to third-
25 party retailers. Had Defendant disclosed the defect in this manner, Plaintiff and
26 reasonable consumers would have been aware of it.

1 expected to learn or discover that the Noticed Products had a
2 safety defect before purchase;

3 c. Defendant knew that Plaintiff and the Class members could not
4 reasonably have been expected to learn or discover the defect and
5 the associated repair costs;

6 d. Defendant made partial representations regarding the attributes
7 and benefits of the Noticed Products on packaging and labeling
8 while deceptively omitting the existence of the defect; and

9 e. Defendant actively concealed the defect and the associated repair
10 costs by asserting to Plaintiff and the Class members that their
11 products were not defective.

12 143. Defendant could have and should have prominently disclosed the
13 defect on the product listings on its website, on product packaging, and to third-
14 party retailers. Had Defendant disclosed the defect in this manner, Plaintiff and
15 reasonable consumers would have been aware of it.

16 144. The facts concealed or not disclosed by Defendant to Plaintiff and the
17 Class members are material in that a reasonable consumer would have considered
18 them important in deciding whether to purchase Defendant's strollers or pay a
19 lesser price. Had Plaintiff and the Class known about the defective nature of the
20 Noticed Products, they would not have purchased them or paid less for them.

21 145. On May 23, 2023, a CLRA demand letter was sent to Defendant
22 pursuant to Cal. Civ. Code § 1782. This letter provided notice of Defendant's
23 violation of the CLRA and demanded that Defendant correct the unlawful and
24 deceptive practices alleged herein. Defendant did not offer any remedy to Plaintiff
25 and each subclass member. Accordingly, Plaintiff seeks all monetary relief
26 available under the CLRA.

1 146. Pursuant to California Civil Code § 1780, Plaintiff also seeks
2 injunctive relief, his reasonable attorney fees and costs, punitive damages, and any
3 other relief the Court deems proper.

4
5 **COUNT VI**
6 **Unjust Enrichment/Quasi-Contract**
7 **(On Behalf of the Nationwide Class and,**
8 **alternatively, the California Sub-Class)**

9 147. Plaintiff repeats and realleges the allegations in the preceding
10 paragraphs as if fully set forth herein.

11 148. Plaintiff's individual claim is brought under the laws of the State in
12 which he purchased his Product (California). The claims of absent members of
13 the Nationwide Class and California Class are brought under the laws of the State
14 in which they purchased their Products.

15 149. Plaintiff and putative Class Members conferred a benefit on
16 Defendant when they purchased the Noticed Products, which Defendant knew.

17 150. Defendant either knew or should have known that the payments
18 rendered by Plaintiff and the Class were given with the expectation that the
19 Noticed Products would have the qualities, characteristics, and suitability for use
20 represented and warranted by Baby Trend. As such, it would be inequitable for
21 Defendant to retain the benefit of the payments under these circumstances.

22 151. By its wrongful acts and omissions described herein, including
23 selling the Noticed Products, which contain a defect described in detail above and
24 did not otherwise perform as represented and for the particular purpose for which
25 they were intended, Defendant was unjustly enriched at the expense of Plaintiff
26 and putative Class Members.

27 152. Plaintiff's detriment and Defendant's enrichment were related to and
28

1 flowed from the wrongful conduct challenged in this Complaint.

2 153. Defendant has profited from its unlawful, unfair, misleading, and
3 deceptive practices at the expense of Plaintiff and putative Class Members when
4 it would be unjust for Defendant to be permitted to retain the benefit. It would be
5 inequitable for Defendant to retain the profits, benefits, and other compensation
6 obtained from its wrongful conduct described herein in connection with selling the
7 Noticed Products.

8 154. Defendant has been unjustly enriched in retaining the revenues
9 derived from Class Members' purchases of the Noticed Products, which retention
10 of such revenues under these circumstances is unjust and inequitable because
11 Defendant manufactured the defective Noticed Products, and Defendant
12 misrepresented by omission the nature of the Noticed Products and knowingly
13 marketed and promoted dangerous and defective Noticed Products, which caused
14 injuries to Plaintiff and the Class because they would not have purchased the
15 Noticed Products based on the exact representations if the true facts concerning
16 the Noticed Products had been known.

17 155. Plaintiff and putative Class Members have been damaged as a direct
18 and proximate result of Defendant's unjust enrichment because they would not
19 have purchased the Noticed Products on the same terms or for the same price had
20 they known the true nature of the Noticed Products and the misstatements
21 regarding what the Noticed Products were and their characteristics.

22 156. Defendant either knew or should have known that payments rendered
23 by Plaintiff and putative Class Members were given and received with the
24 expectation that the Noticed Products would work as represented by Defendant in
25 advertising, on Defendant's websites, and the Noticed Products' labels and
26 packaging. It is inequitable for Defendant to retain the benefit of payments under
27

1 these circumstances.

2 157. Plaintiff and putative Class Members are entitled to recover from
3 Defendant all amounts wrongfully collected and improperly retained by
4 Defendant.

5 158. As a direct and proximate result of Defendant's wrongful conduct and
6 unjust enrichment, Plaintiff and putative Class Members are entitled to restitution
7 of, disgorgement of, and/or imposition of a constructive trust upon all profits,
8 benefits, and other compensation obtained by Defendant for their inequitable and
9 unlawful conduct.

10
11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff, individually and on behalf of all others similarly
13 situated members of the Classes, prays for relief and judgment, including entry of
14 an order:

15 A. Declaring that this action is properly maintained as a class action, certifying
16 the proposed Class(es), appointing Plaintiff as Class Representative, and
17 appointing Plaintiff's counsel as Class Counsel;

18 B. Directing that Defendant bear the costs of any notice sent to the Class(es);

19 C. Declaring that Defendant must disgorge, for the benefit of the Class(es), all
20 or part of the ill-gotten profits they received from the sale of the Noticed
21 Products or order Defendant to make full restitution to Plaintiff and the
22 members of the Class(es) except that no monetary relief is presently sought
23 for violations of the Consumers Legal Remedies Act;

24 D. Awarding restitution and other appropriate equitable relief;

25 E. Granting an injunction against Defendant to enjoin it from conducting its
26 business through the unlawful, unfair, and fraudulent acts or practices set
27 forth herein;

28 F. Granting an Order requiring Defendant to fully and adequately disclose the

1 safety risks associated with the Noticed Products to anyone who may still be
2 at risk of buying and using the Noticed Products;

3 G. Ordering a jury trial and damages according to proof;

4 H. Enjoining Defendant from continuing to engage in the unlawful and unfair
5 business acts and practices as alleged herein;

6 I. Awarding attorneys' fees and litigation costs to Plaintiff and members of the
7 Class(es);

8 J. Awarding prejudgment interest, and punitive damages as permitted by law;
9 and

10 K. Ordering such other and further relief as the Court deems just and proper.

11 **JURY DEMAND**

12 Plaintiff demands a trial by jury of all claims in this Complaint so triable.

13 Dated: July 3, 2023

14 Respectfully submitted,

15 */s/ Alexander E. Wolf*
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6 **Pro Hac Vice Application Forthcoming*

7 *Attorneys for Plaintiff and Putative Class*
8 *Members*

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