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8 Attorneys for Plaintiff

9 **UNITED STATES DISTRICT COURT**

10 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

11  
12 SUSAN NAZARI, individually and on behalf  
of all others similarly situated,

13  
14 Plaintiff,

15 v.

16 TARGET CORPORATION d.b.a. TARGET, a  
Minnesota Corporation,

17  
18 Defendant.

Case No:

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

19  
20 **CLASS ACTION COMPLAINT**

21 Plaintiff Susan Nazari (“Plaintiff”), individually and on behalf of all others similarly  
22 situated, through the undersigned attorneys, upon personal knowledge as to her own acts and status,  
23 and upon information and belief based upon the investigation of counsel as to the remaining  
24 allegations, alleges as follows:

25 **I. INTRODUCTION**

26 1. This is a nationwide consumer class action brought by Plaintiff on behalf of herself  
27 and all individuals (“Class Members”) who purchased Defendant Target Corporation’s (“Target” or  
28 “Defendant”) Up & Up Aloe Vera Gel (the “Product”) for personal use and not for resale. *See*

1 Product photos *infra*. The Product contains no aloe whatsoever.

2 2. Defendant advertises, markets, sells, and distributes the Product. According to the  
3 Product label, it contains “pure aloe vera.” Defendant repeats this representation on its website. (*See*  
4 <http://www.target.com/p/green-aloe-gel-16-oz-up-up/-/A-11982637>, last accessed July 18, 2016.)

5 In reality, according to independent lab tests, ***Defendant’s Product contains no actual aloe.***

6 3. The Product label and Defendant’s Product advertisements, including the  
7 representations made on Defendant’s website, are false, deceptive, and misleading, in violation of  
8 state warranty and consumer protection laws.

9 **II. PARTIES**

10 4. During the class period, Class Members throughout the United States purchased the  
11 Product through Defendant’s brick-and-mortar stores and through its website, [www.target.com](http://www.target.com).  
12 Plaintiff and Class Members suffered an injury in fact caused by the false, fraudulent, unfair,  
13 deceptive, and misleading practices set forth in this Complaint.

14 5. Plaintiff Susan Nazari is a resident of Sacramento, California. She purchased the  
15 Product for her own use on or about July 2, 2016, from a Target located in Sacramento, California.  
16 Plaintiff Nazari saw and relied on the Product labeling on the front of the Product when she made her  
17 purchase. Plaintiff Nazari would not have purchased the Product if it were known to her that it  
18 contained no Aloe Vera.

19 6. Target is a corporation incorporated under the laws of the state of Minnesota. Target  
20 markets, distributes and sells the Product throughout the United States, including in California.

21 **III. JURISDICTION AND VENUE**

22 7. The Court has subject matter jurisdiction over Plaintiff’s class claims pursuant to 28  
23 U.S.C. § 1332(d) because there are more than 100 Class Members, the aggregate amount in  
24 controversy exceeds \$5,000,000, exclusive of interest, fees, and costs, and because Defendant is a  
25 citizen of a different state than Plaintiff and most Class Members.

26 8. This Court has personal jurisdiction over Defendant because it regularly conducts  
27 business in this District.

28 9. Venue is proper in this District pursuant to: (1) 28 U.S.C. § 1391(b)(2) in that a

1 substantial part of the events or omissions giving rise to Plaintiff’s claims occurred in this District;  
2 and (2) 28 U.S.C. § 1391(b)(3) in that Defendant is subject to personal jurisdiction in this District.

3 **IV. FACTUAL ALLEGATIONS**

4 10. Aloe vera gel is made from the extract of the aloe vera plant leaf.

5 11. Aloe vera is typically used to moisturize dry and irritated skin. Aloe vera is also a  
6 popular folk remedy, believed to treat everything from hypertension to the common cold.

7 12. Aloe vera’s popularity is undeniable. “The global market for aloe vera products is  
8 estimated to have reached \$13 billion, according to information presented at a recent workshop held  
9 by the International Aloe Science Council.”<sup>1</sup>

10 13. The front label of the Product clearly states the misleading claims “Aloe Vera Gel,”  
11 and, “pure aloe vera”:



26  
27 <sup>1</sup> [http://www.nutraingredients-usa.com/Markets/Global-aloe-market-estimated-at-13-billion,](http://www.nutraingredients-usa.com/Markets/Global-aloe-market-estimated-at-13-billion)  
28 *last accessed Apr. 26, 2016).*

1           14.     The back label of the Product lists “Aloe Barbadensis Leaf Juice” as the Product’s  
2 second ingredient:



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27           15.     Contrary to these representations, the Product contains no actual aloe vera.

28           16.     After the consumer watchdog group ConsumerLab.com reported that several

1 commercially available aloe products contain no aloe vera, Plaintiff’s counsel tested the Product and  
2 found it contained no aloe vera. If the Product contained aloe vera, laboratory testing would have  
3 revealed the presence of Acemannan, the key compound in aloe vera. The laboratory testing  
4 confirmed the Product contains no Acemannan.

5 17. Authoritative sources generally consider Acemannan to be the main active ingredient  
6 in properly processed Aloe Vera inner leaf gel.<sup>2</sup> According to the International Aloe Science  
7 Council (“IASC”), “[p]roducts that do not contain Acemannan are not considered to be true  
8 aloe vera.”<sup>3</sup> The IASC is an international, non-profit aloe testing and certification organization that  
9 was formed in the 1980’s to help protect consumers from aloe-labeled snake oil.<sup>4</sup>

10 18. The difference between the Product promised and the Product sold is significant.  
11 The lack of aloe vera and Acemannan in the Product reduces the value of the Product to nil. No  
12 consumer would have purchased the Product had they known it contained no aloe vera.

13 19. At all relevant times, Defendant directed its misrepresentations, including its “with  
14 pure aloe vera” claims, to consumers in general and Class Members in particular.

15 20. Defendant developed and knowingly employed a uniform marketing strategy and  
16 campaign designed to deceive consumers. The only conceivable purpose of this scheme is to  
17 stimulate sales and enhance Defendant’s profits.

18 21. Plaintiff and Class Members were, in fact, deceived by Defendant’s representations  
19 and Product marketing. No reasonable person would have purchased, used, or consumed the  
20 Product, which is labeled as Aloe Vera Gel, if they knew the Product did not contain any aloe vera.

21 22. The Product is defined as a “cosmetic” under 21 U.S.C. § 321(i) and a “drug” under  
22 § 321(g)(1) and 21 C.F.R. § 700.35.

23 23. The U.S. Food and Drug Administration promulgated regulations for compliance

24 \_\_\_\_\_  
25 <sup>2</sup> See Johnson AR, White AC, McAnalley BH. Comparison of common topical agents for  
26 wound treatment: Cytotoxicity for human fibroblast in culture. *Wounds: a compendium of clinical*  
27 *research and practice.* 1989; (3): 186-192.

28 <sup>3</sup> <http://www.iasc.org/Consumers/AloeVeraFAQ.aspx>, last accessed June 9, 2016 (emphasis  
in original).

<sup>4</sup> See <http://www.iasc.org/Certification/ProgramDetails.aspx>, last accessed Apr. 26, 2016.

1 with the Food Drug & Cosmetic Act (“FDCA”) at 21 C.F.R. § 201 *et seq.* (for drugs), and § 701 *et*  
2 *seq.* (for cosmetics). The Product is misbranded under 21 C.F.R. § 701.1, because it purports to  
3 contain aloe vera, including, specifically, “aloe barbadensis leaf juice,” when, in fact, it contains no  
4 aloe vera.

5 24. Defendant’s deceptive statements violate 21 U.S.C. § 362(a), which also deems a  
6 cosmetic product misbranded when the label contains a statement that is “false or misleading in any  
7 particular.”

8 25. Further, Defendant’s Product is misbranded under 21 C.F.R. § 701.1(b), which deems  
9 cosmetics misbranded when “[t]he labeling of a cosmetic which contains two or more ingredients  
10 may be misleading by reason (among other reasons) of the designation of such cosmetic in such  
11 labeling by a name which includes or suggests the name of one or more but not all such ingredients,  
12 even though the names of all such ingredients are stated elsewhere in the labeling.”

13 26. 21 C.F.R. § 701.3(c)(2)(i)(b) also requires all Carbomer compounds in cosmetics to  
14 be identified by their specific type, e.g., Carbomer 934, 934P, 940, 941, 960, or 961. Defendant’s  
15 Product label violates this standard and merely lists the ingredient “Carbomer.”

16 27. “Where a cosmetic product is also an over-the-counter drug product, the [label] shall  
17 declare the active drug ingredients as set forth in § 201.66(c)(2) and (d) of this chapter, and the  
18 [label] shall declare the cosmetic ingredients as set forth in § 201.66(c)(8) and (d) of this chapter.”  
19 21 C.F.R. § 701.3(d). Defendant’s Product label lists no “active ingredient” in violation of 21  
20 C.F.R. § 701.3(d) and 21 C.F.R. § 201.66(b)(2).

21 28. California’s Sherman Food, Drug and Cosmetic Law, California Health & Safety  
22 Code § 109875, *et seq.* (“Sherman Law”) has fully adopted and incorporated by reference the  
23 FDCA. Defendant’s conduct therefore also violates the Sherman Law.

24 29. Plaintiff and Class Members would not have purchased or used the Product had they  
25 known the truth about the Product or Defendant’s scheme to sell the Product as a misbranded  
26 cosmetic and drug.

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V. CLASS ACTION ALLEGATIONS

30. Plaintiff brings this action as a class action pursuant to Federal Rule of Civil Procedure 23 for the following Class of persons:

**Nationwide Class:** All persons in the United States who, within four (4) years of the filing of this Complaint, purchased the Product.

**California Sub-Class:** All persons residing in California who, within four (4) years of the filing of this Complaint, purchased the Product for personal or household use.

Excluded from the Class are all legal entities, Defendant and any person, firm, trust, corporation, or other entity related to or affiliated with Defendant, as well as any judge, justice or judicial officer presiding over this matter and members of their immediate families and judicial staff.

31. While the exact number of Class Members is unknown to Plaintiff at this time, and will be ascertained through appropriate discovery, Plaintiff is informed and believes that there are tens to hundreds of thousands of Members in the proposed Class. The number of individuals who comprise the Class is so numerous that joinder of all such persons is impracticable and the disposition of their claims in a class action, rather than in individual actions, will benefit both the parties and the courts.

32. Plaintiff's claims are typical of the claims of the other Members of the Class. All Members of the Class have been and/or continue to be similarly affected by Defendant's wrongful conduct as complained of herein, in violation of federal and state law. Plaintiff is unaware of any interests that conflict with or are antagonistic to the interests of the Class.

33. Plaintiff will fairly and adequately protect the Class Members' interests and has retained counsel competent and experienced in consumer class action lawsuits and complex litigation. Plaintiff and her counsel have the necessary financial resources to adequately and vigorously litigate this class action, and Plaintiff is aware of her duties and responsibilities to the Class.

1           34. Defendant has acted with respect to the Class in a manner generally applicable to  
2 each Class Member. Common questions of law and fact exist as to all Class Members and  
3 predominate over any questions wholly affecting individual Class Members. There is a well-defined  
4 community of interest in the questions of law and fact involved in the action, which affect all Class  
5 Members. Among the questions of law and fact common to the Class are:

- 6           a) The true nature and extent of aloe vera and Acemannan in the Product, if any;  
7           b) Whether in the absence of aloe vera and Acemannan, the Product is useful or  
8           valuable to anyone;  
9           c) Whether Defendant violated express and/or implied warranties;  
10          d) Whether the marketing, advertising, packaging, labeling, and other promotional  
11          materials for the Product are false, deceptive, or misleading;  
12          e) Whether Defendant's actions violated the state consumer fraud statutes invoked  
13          below;  
14          f) Whether Defendant is liable for damages, and the amount of such damages;  
15          g) Whether Defendant should be enjoined from engaging in such conduct in the future;  
16          and  
17          h) Whether Plaintiff and Class Members are entitled to any other remedy.

18          35. A class action is superior to all other available methods for the fair and efficient  
19 adjudication of this controversy since joinder of all Members is impracticable. Furthermore, as the  
20 damages suffered by individual Class Members may be relatively small, the expense and burden of  
21 individual litigation make it virtually impossible for Class Members to individually redress the  
22 wrongs done to them. There will be no difficulty in managing this action as a class action.

23          36. Defendant has acted on grounds generally applicable to the entire Class with respect  
24 to the matters complained of herein, thereby making appropriate the relief sought herein with  
25 respect to the Class as a whole.  
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1 VI. CAUSES OF ACTION

2 FIRST COUNT

3 **Violation of California's False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, et seq. -**  
4 **Untrue, Misleading and Deceptive Advertising**  
5 **(On Behalf of the California Sub-Class)**

6 37. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1  
7 through 37 of this Complaint.

8 38. Defendant advertised the Product to Plaintiff and other Members of the California  
9 Sub-Class by way of commercial marketing, and advertising, Internet content, Product packaging  
10 and labelling, and/or other promotional materials.

11 39. These materials, advertisements and other inducements misrepresented and/or  
12 omitted the true contents and benefits of Defendant's Product as here alleged.

13 40. Defendant's advertisements and other inducements are advertising as defined in  
14 California's False Advertising Law in that such promotional materials were intended as  
15 inducements to purchase Defendant's Product to Plaintiff and other Members of the California Sub-  
16 Class.

17 41. Defendant knew, or in the exercise of reasonable care should have known, that the  
18 statements regarding its Product's aloe content were false, misleading and/or deceptive.

19 42. Consumers, including Plaintiff and Members of the California Sub-Class, necessarily  
20 and reasonably relied on Defendant's statements regarding the contents of its Product. Consumers,  
21 including Plaintiff and members of the California Sub-Class, were among the intended targets of  
22 such representations. But for these representations, Plaintiff and the Class would not have purchased  
23 the Product.

24 43. The above acts of Defendant, in disseminating misleading and deceptive statements  
25 throughout the State of California and nationwide to consumers, including Plaintiff and Members of  
26 the California Sub-Class, were and are likely to deceive reasonable consumers by obfuscating the  
27 true nature and amount of the ingredients in Defendant's Product, and thus were violations of the  
28 False Advertising Law, Cal Bus. & Prof. Code §§ 17500, et seq.



1 not falsely represented its Product, Plaintiff Nazari and the California Sub-Class would not have  
2 purchased Defendant's Product, or, alternatively, would have paid significantly less for it. Likewise,  
3 any reasonable consumer would not have purchased the product, or alternatively, would have paid  
4 significantly less for it.

5 54. Additionally, misbranded cosmetic products cannot legally be manufactured, held,  
6 advertised, distributed or sold. Thus, misbranded cosmetics have no economic value and are  
7 worthless as a matter of law. Purchasers of misbranded cosmetics are therefore entitled to a refund  
8 of the purchase price of the misbrand cosmetics.

9 55. Plaintiff Nazari, on behalf of herself and all other similarly situated California  
10 consumers, and as appropriate, on behalf of the general public of the state of California, seeks  
11 injunctive relief prohibiting Defendant from continuing these unlawful practices pursuant to  
12 California Civil Code § 1782(a)(2).

13 56. Plaintiff Nazari provided Defendant with notice of its alleged violations of the CLRA  
14 pursuant to California Civil Code § 1782(a) *via* certified mail, demanding that Defendant correct  
15 such violations.

16 57. If Defendant fails to respond to Plaintiff Nazari's CLRA notice within 30 days,  
17 Plaintiff may amend this Complaint to seek all available damages under the CLRA for all violations  
18 complained of herein, including, but not limited to, statutory damages, punitive damages, attorneys'  
19 fees and cost and any other relief that the Court deems proper.

20 **THIRD COUNT**

21 **Violation of California's Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**  
22 **Unlawful Business Acts and Practices**  
**(On Behalf of the California Sub-Class)**

23 58. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1  
24 through 37 of this Complaint.

25 59. California's Sherman Law, Health & Saf. Code §§ 109875 *et seq.*, broadly prohibits  
26 the misbranding of any cosmetic products. The Sherman Law provides that a cosmetic is  
27 misbranded "if its labeling is false or misleading in any particular." Health & Saf. Code § 110660.

28 60. Defendant is a person within the meaning of Health & Saf. Code E § 109995.





1 71. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1  
2 through 37 of this Complaint.

3 72. Such acts of Defendant as described above constitute a fraudulent business practice  
4 under Cal. Bus. & Prof. Code §§ 17200, *et seq.*

5 73. As more fully described above, Defendant mislabels the aloe content in the Product.  
6 Defendant's misleading marketing, advertising, packaging, and labeling are likely to, and do,  
7 deceive reasonable consumers. Indeed, Plaintiff and the California Sub-Class Members were  
8 deceived about the benefits of Defendant's Product, as Defendant's marketing, advertising,  
9 packaging, and labeling of its Product misrepresents and/or omits the true nature of the Product's  
10 contents and benefits. Said acts are fraudulent business practice and acts.

11 74. Defendant's misleading and deceptive practices caused Plaintiff and the California  
12 Sub-Class Members to purchase Defendant's Product and/or pay more than they would have  
13 otherwise had they known the true nature of the contents of the Product.

14 75. As a result of Defendant's above unlawful, unfair and fraudulent acts and practices,  
15 Plaintiff, on behalf of herself and all others similarly situated, and as appropriate, on behalf of the  
16 general public, seeks injunctive relief prohibiting Defendant from continuing these wrongful  
17 practices, and such other equitable relief, including full restitution of all improper revenues and ill-  
18 gotten profits derived from Defendant's wrongful conduct to the fullest extent permitted by law.  
19 Misbranded cosmetic products cannot legally be manufactured, held, advertised, distributed or sold.  
20 Thus, misbranded cosmetics have no economic value and are worthless as a matter of law, and  
21 purchasers of misbranded cosmetics are entitled to a restitution refund of the purchase price of the  
22 misbrand cosmetic.

23 **SIXTH COUNT**

24 **Breach of Express Warranty**  
25 **(On Behalf of the Nationwide Class)**

26 76. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1  
27 through 37 of this Complaint.

1           77. Plaintiff and each Member of the Class formed a contract with Defendant at the time  
2 Plaintiff and the other Members of the Class purchased the Product. The terms of that contract  
3 include the promises and affirmations of fact made by Defendant on the packaging of the Product  
4 concerning its alleged aloe vera content.

5           78. The Product's packaging constitutes express warranties, became part of the basis of  
6 the bargain, and are part of a standardized contract between Plaintiff and the Members of the  
7 Nationwide Class on the one hand, and Defendant on the other.

8           79. All conditions precedent to Defendant's liability under this contract have been  
9 performed by Plaintiff and the Class.

10           80. Defendant breached the terms of this contract, including the express warranties, with  
11 Plaintiff and the Class by not providing the Product in a form capable of providing the benefits  
12 promised, *i.e.* that the Product contains aloe vera.

13           81. As a result of Defendant's breach of its contract, Plaintiff and the Class have been  
14 damaged in the amount of the entire purchase price of the Product.

15   **SEVENTH COUNT**  
16   **Breach of Implied Warranty of Merchantability**  
   **(On Behalf of the Nationwide Class)**

17           82. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1  
18 through 37 of this Complaint.

19           83. Defendant, through its acts and omissions set forth herein, in its sale, marketing and  
20 promotion of the Product, made representations to Plaintiff and the Class that the Product contained  
21 ingredients it does not contain.

22           84. Plaintiff and the Class bought the Product manufactured, advertised, and sold by  
23 Defendant.

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

27           86. Defendant breached the warranty implied in the sale of goods in that the Product  
28 does not contain the key ingredient named on the label and in the ingredients list. Absent this

1 ingredient, the Product is not fit for the intended purpose, nor any purpose.

2 87. As a result of Defendant's conduct, Plaintiff and the Class did not receive goods as  
3 impliedly warranted by Defendant to be merchantable in that they did not conform to the promises  
4 and affirmations made on the container or label of the goods.

5 88. As a result of Defendant's breach of its contract, Plaintiff and the Class have been  
6 damaged in the amount of the entire purchase price of the Product.

7 **EIGHTH COUNT**  
8 **Negligent Misrepresentation**  
9 **(On Behalf of the Nationwide Class)**

10 89. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1  
11 through 37 of this Complaint.

12 90. Defendant has made material misrepresentations of fact concerning the nature of, and  
13 ingredients in, the Product.

14 91. Defendant has and had no reasonable basis for believing that its misrepresentations  
15 were true.

16 92. Defendant knew, or should have known, that Plaintiff and the Members of the Class  
17 would rely on the false representations about the nature of, and ingredients in, the Product.

18 93. Defendant's false representations that the Product is made "with pure aloe" and  
19 contains "aloe barbadensis leaf juice" are objectively material to reasonable consumers, and  
20 therefore reliance upon such representations may be presumed as a matter of law.

21 94. Plaintiff and Members of the Nationwide Class reasonably relied to their detriment  
22 on Defendant's false representations, which caused them to purchase the Product.

23 95. As a proximate result of Defendant's negligent misrepresentations, Plaintiff and  
24 Members of the Nationwide Class have been damaged.

25 **NINTH COUNT**  
26 **Intentional Misrepresentation**  
27 **(On Behalf of the Nationwide Class)**

28 96. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1  
through 37 of this Complaint.



1 97. Defendant has intentionally made material misrepresentations of fact concerning the  
2 nature of, and ingredients in, the Product.

3 98. Defendant knew that the intentional misrepresentations herein were false at the time  
4 they were made.

5 99. Defendant intended that Plaintiff and Members of the Class would rely on the false  
6 representations and purchase Defendant's Product.

7 100. Defendant's false representations are objectively material to reasonable consumers  
8 and therefore reliance upon such representations may be presumed as a matter of law.

9 101. Plaintiff and Members of the Class reasonably relied to their detriment on  
10 Defendant's intentional misrepresentations.

11 102. Defendant's intentional misrepresentations were a substantial factor in causing  
12 Plaintiff and Members of the Class to purchase the Product.

13 103. Defendant has acted with malice by engaging in conduct that was and is intended to  
14 cause injury to Plaintiff and the Members of the Class, as evidenced by Defendant's failure to  
15 update its Product after consumer watchdog groups like ConsumerLabs.com tested and reported in  
16 February 2015 that many aloe gel products do not contain aloe at all

17 104. Defendant has committed fraud through its intentional misrepresentations, deceit,  
18 and/or concealment of material facts known to Defendant with the intent to cause injury to the  
19 purchasers of the Product.

20 105. As a proximate result of Defendant's intentional misrepresentations, Plaintiff and the  
21 Members of the Nationwide Class suffered an ascertainable loss and are entitled to relief and  
22 compensatory and punitive damages, in an amount to be determined at trial.

23 **TENTH COUNT**  
24 **Unjust Enrichment**  
**(On Behalf of the Nationwide Class)**

25 106. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1  
26 through 37 of this Complaint.

27 107. Defendant knew that the Product contained no aloe vera, and it knowingly  
28 misrepresented the Product's ingredients to Plaintiff and the Nationwide Class.



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Respectfully submitted,

**RAM, OLSON, CEREGHINO & KOPCZYNSKI**

Dated: August 23, 2016

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Jason T. Brown (*Pro Hac Vice* Application  
Forthcoming)

Patrick S. Almonrode (*Pro Hac Vice*  
Application Forthcoming)

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*Attorneys for Plaintiff and the Putative Class*

**CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)**

I, Susan Nazari, declare as follows:

1. I am a plaintiff in this action and a citizen of the State of California. I have personal knowledge of the facts stated herein and, if called as a witness, I could and would testify competently thereto.

2. This is a proper place for trial under Civil Code Section 1780(d) in that a substantial portion of the transaction alleged occurred in the Eastern District of California because I reside in this District and purchased Target Corporation's Up & Up Aloe Vera Gel (the "Product") in this District.

3. While living in Sacramento, California, I purchased the Product from a Target retail store. I purchased the Product after viewing statements on the Product label, which indicated that the Product contained aloe vera. These representations were substantial factors influencing my decision to purchase the Product. I would not have purchased the Product had I known that it did not contain aloe vera.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct, executed on August 23, 2016 in Sacramento, California.



SUSAN NAZARI