

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

CYNTHIA WEISBERG, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

MEDTECH PRODUCTS, INC. and
PRESTIGE CONSUMER HEALTHCARE
COMPANY,

Defendants.

Case No.:

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1332, 1441, 1446 and 1453, defendants Medtech Products Inc. and Prestige Consumer Healthcare Inc., erroneously sued herein as Prestige Consumer Healthcare Company (together, “Defendants”) hereby remove to this Court the action entitled *Weisberg v. Medtech Products, Inc. et al.*, Index No. 507103/2024.

This Court has jurisdiction pursuant to 28 U.S.C. § 1332(d). Removal is timely because this notice is being filed not later than 30 days after service, as required by 28 U.S.C. § 1446(b).

In support of removal, Defendants state as follows:

I. BACKGROUND

1. On March 11, 2024, plaintiff Cynthia Weisberg (“Plaintiff”) filed a civil action in the Supreme Court of the State of New York, County of Kings, entitled *Weisberg v. Medtech Products, Inc. et al.*, Index No. 507103/2024, purportedly on behalf of herself and all others similarly situated. Defendants were served on March 20, 2024.

2. The Class Action Complaint (“Complaint”), a copy of which is attached hereto as part of Exhibit A, arises from the purported purchase of Defendants’ Dramamine Non-Drowsy Dietary Supplement (the “Product”). *See* Complaint ¶ 1.

3. The Complaint asserts claims for alleged violations of Sections 349 and 350 of the New York General Business Law, breach of express warranty, and unjust enrichment. *See* Complaint ¶¶ 52-88. The putative class consists of “all consumers who purchased the Product anywhere in the United States during the Class Period.” *Id.* ¶ 42.

II. GROUNDS FOR REMOVAL

4. This Court has original jurisdiction over this action under the Class Action Fairness Act of 2005 (“CAFA”), which provides that a district court shall have shall have original jurisdiction over any civil class action in which (i) there are at least 100 members in all proposed plaintiff classes, (ii) “the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs,” and (iii) “any member of a class of plaintiffs is a citizen of a state different from any defendant.” 28 U.S.C. § 1332(d)(2) and (5).

5. This action may be removed because each of CAFA’s requirements, and all of the procedural requirements for removal, are satisfied here. *See* 28 U.S.C. § 1441(a) (“any civil action brought in a State Court of which the district courts of the United States have original jurisdiction, may be removed by the defendant”); *see also* 28 U.S.C. §§ 1446, 1453.

The Number of Proposed Class Members Exceeds 100.

6. The Complaint expressly alleges that “Class Members are so numerous that joinder of all members is impracticable,” and that “Plaintiff believes that there are *thousands* of consumers who are Class Members as described above.” Complaint ¶ 46. Thus, on its face, the allegations of the Complaint establish that “the number of members of all proposed plaintiff classes in the aggregate” exceeds 100, as required by 28 U.S.C. § 1332(5)(B).

The Amount in Controversy Exceeds \$5,000,000.

7. Courts “generally evaluate jurisdictional facts, such as the amount in controversy, on the basis of the pleadings, viewed at the time when defendant files the notice of removal.” *Blockbuster, Inc. v. Galeno*, 472 F.3d 53, 56-57 (2d Cir. 2006); *see also Sorrentino v. ASN Roosevelt Center, LLC*, 588 F.Supp.2d 350, 354 (E.D.N.Y. 2008) (“In determining the amount in controversy, courts first turn to the allegations of the plaintiff’s complaint.”).

8. “[T]he amount-in-controversy allegation of a defendant seeking federal-court adjudication should be accepted when not contested by the plaintiff or questioned by the court.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 87 (2014) (citations omitted).

9. There is “a rebuttable presumption that the face of the complaint is a good faith representation of the actual amount in controversy.” *Scherer v. Equitable Life Assurance Society of U.S.*, 347 F.3d 394, 397 (2d Cir. 2003) (quotation omitted). In order to overcome this presumption, “the party opposing jurisdiction must show ‘to a legal certainty’ that the amount recoverable does not meet the jurisdictional threshold.” *Id.*

10. While the Complaint does not specify the amount in controversy, it is apparent from the face of the Complaint that the total amount in controversy exceeds \$5,000,000.

11. Plaintiff alleges that Defendants have marketed and sold the Product throughout the country. *See* Complaint ¶ 1. Plaintiff purports to represent a class which consists of “all consumers who purchased the Product anywhere in the United States during the Class Period,” *i.e.*, the “applicable statute of limitations period.” *Id.* ¶¶ 20, 42.

12. Plaintiff alleges that “Plaintiff and Class Members would not have purchased the Product” but for certain alleged misrepresentations by Defendants, and therefore “suffered an

injury in the amount of the purchase price of the Product and/or premium paid” when purchasing the Product. Complaint ¶ 19; *see also id.* ¶¶ 28, 31.

13. Plaintiff seeks “monetary [damages], compensatory [damages], injunctive relief, restitution, and disgorgement of all moneys obtained by means of” the complained-of conduct. Complaint ¶¶ 60, 72, 88. Plaintiff has knowingly and “expressly waive[d] any right to recover minimum, punitive, treble, and/or statutory damages pursuant to GBL § 349” or “pursuant to GBL § 350.” *Id.* ¶¶ 61, 73.

14. On these theories, the alleged amount in controversy plainly satisfies the jurisdictional threshold of \$5,000,000. The amount in controversy can be calculated based on sales figures during the relevant period. *See, e.g., Egleston v. The Valspar Corp.*, No. 15-cv-4130-DLC, 2015 WL 6508329, at *4 (S.D.N.Y. Oct. 13, 2015) (accepting sales figures to establish the amount in controversy). The total nationwide sales of the Product over a multi-year period exceed \$5,000,000.

15. Additionally, while Defendants do not believe that an award of attorney’s fees would be appropriate here, the aggregate amount in controversy is determined by the relief requested in the Complaint, which includes such fees. *See Pollock v. Trustmark Ins. Co.*, 367 F.Supp.2d 293, 298 (“Attorney’s fees can be considered as part of the amount in controversy where they are anticipated or awarded in the governing statute.”); N.Y. G.B.L. § 349 (permitting an award of reasonable attorney’s fees to a prevailing plaintiff). The potential inclusion of attorney’s fees makes it even more certain that the amount in controversy exceeds \$5,000,000.

Minimal Diversity Exists.

16. The minimal diversity standard of CAFA is satisfied as long as any defendant is a citizen of a different state than “any member of a class of plaintiffs.” *See* 28 U.S.C. § 1332(d)(2)(A).

17. A corporation is deemed to be a citizen of the state in which it is incorporated and the state in which it has its principal place of business. *See* 28 U.S.C. § 1332(c)(1). Medtech Products Inc. and Prestige Consumer Healthcare Inc. are Delaware corporations with a principal place of business in Tarrytown, New York. Accordingly, Defendants are considered to be citizens of Delaware and New York.

18. The proposed class is expressly defined by the Complaint as consisting of “all consumers who purchased the Product *anywhere in the United States* during the Class Period.” Complaint ¶ 42 (emphasis added). Plaintiff expressly alleges breaches of the state warranty laws of all fifty states. *See id.* ¶ 80; *see also id.* ¶ 1 (alleging the marketing and sale of the Product “throughout the country”); ¶ 84 (asserting claims on behalf of “consumers nationwide”).

19. Even the proposed “New York Subclass” consists of “individuals who purchased the Product in the State of New York at any time during the Class Period.” Complaint ¶ 43. On its face, the proposed subclass is not limited to citizens or even residents of New York, and it is certain that there are at least some consumers who purchased the Product in New York but are not citizens of either New York or Delaware. *See Blockbuster*, 472 F.3d at 59 (“[I]t seems plain to us that [defendant] is able to meet its burden of showing there is a reasonable probability that at least one of these class members is ... ‘a citizen of a State different from ... defendant.’”).

20. Given that this case involves a purported nationwide class and a product which is sold nationwide, neither of the local controversy exceptions set forth in 28 U.S.C. § 1332(d)(3)

and (4), respectively, apply here. Putative class members who are citizens of New York are far fewer than one-third of the putative nationwide class.

The Procedural Requirements for Removal Are Satisfied.

21. Venue in this district and division is proper under 28 U.S.C. § 1441(a) because this district and division encompasses the Supreme Court of the State of New York, County of Kings, the forum in which the removed action was pending.

22. Copies of all process, pleadings, and orders served upon Defendants are attached hereto as Exhibit A, as required by 28 U.S.C. § 1446(a).

23. The Defendants were served with the Complaint on March 20, 2024. Removal is timely because this Notice of Removal is being filed within 30 days of service of the Complaint, as required by 28 U.S.C. § 1446(b).


24. Concurrently with this filing, a copy of this Notice of Removal and all supporting documents are being filed with the clerk of the Supreme Court of the State of New York, and written notice is being served upon counsel for Plaintiff, as required by 28 U.S.C. § 1446(d).

III. CONCLUSION

For all of the foregoing reasons, Defendants respectfully submit that this action is properly removed pursuant to the Class Action Fairness Act.

Dated: April 19, 2024
New York, New York

STEPTOE LLP

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*Attorneys for Defendants Medtech Products
Inc. and Prestige Consumer Healthcare Inc.*

EXHIBIT A

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS**

_____	X
Cynthia Weisberg, individually and on	:
behalf of all others similarly situated,	:
	: Index No.
	: Date Purchased:
Plaintiff,	:
	: Plaintiff designates Kings County as the
v.	: place of trial
	:
Medtech Products, Inc. and Prestige Consumer	: The basis of venue is:
Healthcare Company,	: Plaintiff's residence in Kings County
	:
Defendants.	: <u>SUMMONS</u>
_____	X

To the above-named Defendants:

YOU ARE HEREBY SUMMONED and required to answer the annexed Complaint in this action and to serve a copy of your answer, or, if the Complaint is not served with this summons, to serve a notice of appearance, upon Plaintiff's Attorneys, at the address stated below, within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the state of New York); upon your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint, together with the costs of this action.

Dated: March 11, 2024

LEEDS BROWN LAW, P.C.

By: _____ s/
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Defendants' Addresses:

Medtech Products, Inc.
660 White Plains Road, #250
Tarrytown, NY 10591

Prestige Consumer Healthcare Company
660 White Plains Road, #250
Tarrytown, NY 10591

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

Cynthia Weisberg, individually and on behalf of all others similarly situated, Plaintiff, v. Medtech Products, Inc. and Prestige Consumer Healthcare Company, Defendants. CLASS ACTION COMPLAINT JURY TRIAL DEMANDED

Plaintiff, Cynthia Weisberg, (hereinafter "Plaintiff"), individually and on behalf of all others similarly situated, by her attorneys, alleges the following upon information and belief, except for those allegations pertaining to Plaintiff, which are based on personal knowledge:

NATURE OF THE ACTION AND FACTUAL BACKGROUND

1. This action seeks to remedy the deceptive and misleading business practices of Medtech Products, Inc. and Prestige Consumer Healthcare Company (hereinafter "Defendants") with respect to the marketing and sale of Defendants' Dramamine Non-Drowsy Dietary Supplement ("the Product") throughout the state of New York and throughout the country.

2. Defendants market and label the Product as "Dramamine," which Plaintiff and reasonable consumers understand to mean that it contains dimenhydrinate, a medication which has been demonstrated to alleviate motion sickness, when in fact, the Product does not actually contain dimenhydrinate, but only contains a ginger extract.

3. As shown below, Defendants market and label the Product under the trademarked name "Dramamine" as means to prevent or alleviate motion sickness:



4. Plaintiff and other reasonable consumers believe that the term “Dramamine” means that the Product contains dimenhydrinate, a medication that has been shown to be effective in combating motion sickness.¹

5. Indeed, the first two results of a Google search for “Dramamine” (after Defendants’ website) lead consumers to the websites for WebMD and the Cleveland Clinic. WebMD refers to dimenhydrinate as the “generic name” for Dramamine and the WebMD webpage for Dramamine uses the terms interchangeably, stating that “Dimenhydrinate is an antihistamine used to prevent and treat nausea, vomiting, and dizziness caused by motion sickness.”²

6. Similarly, the Cleveland Clinic, another respected medical website, states: “Dramamine® is an antihistamine medication that prevents and treats motion sickness symptoms like nausea, vomiting and dizziness. It works by helping your body maintain its sense of balance. **The name of this medication is dimenhydrinate.**”³

7. The scientific community itself also uses Dramamine and dimenhydrinate interchangeably. For example, a 1997 study of the effectiveness of motion sickness medications stated: “The most common pharmacological agents for alleviating symptoms of motion sickness in the U.S. are over-the-counter antihistamines. Two examples are **dimenhydrinate (Dramamine)** and cyclizine (Marezine).”⁴ Another study tested “[t]he effect of three doses of

¹ See, e.g., Seibel K, Schaffler K, Reitmeir P, Golly I. A randomised, placebo-controlled study comparing two formulations of dimenhydrinate with respect to efficacy in motion sickness and sedation. *Arzneimittelforschung*. 2002;52(7):529-36. (available at <https://pubmed.ncbi.nlm.nih.gov/12189776/>); Weinstein SE, Stern RM. Comparison of marezine and dramamine in preventing symptoms of motion sickness. *Aviat Space Environ Med*. 1997 Oct;68(10):890-4 (available at <https://pubmed.ncbi.nlm.nih.gov/9327113/>)

² <https://www.webmd.com/drugs/2/drug-10007/dramamine-oral/details>

³ <https://my.clevelandclinic.org/health/drugs/18256-dimenhydrinate-tablets> (emphasis added)

⁴ Weinstein SE, Stern RM. Comparison of marezine and dramamine in preventing symptoms of motion sickness. *Aviat Space Environ Med*. 1997 Oct;68(10):890-4 (available at <https://pubmed.ncbi.nlm.nih.gov/9327113/>) (emphasis added).

either aspirin (1280 mg each) or **dimenhydrinate (Dramamine)** (100 mg each) in an 8 h period on visual processes.”⁵ A study regarding the potential abuse of dimenhydrinate stated: “The over-the-counter anti-emetic **dimenhydrinate (DMH) (Gravol or Dramamine)** has been reported to be abused for non-medicinal purposes.”⁶

8. Accordingly, reasonable consumers believe that a Product labeled as “Dramamine” contains dimenhydrinate.

9. Indeed, Defendants sell a number of *other* products labeled as “Dramamine”, which do, in fact, contain dimenhydrinate, as shown below:



⁵ Luria SM, Kinney JA, McKay CL, Paulson HM, Ryan AP. Effects of aspirin and dimenhydrinate (Dramamine) on visual processes. *Br J Clin Pharmacol.* 1979 Jun;7(6):585-93 (available at <https://pubmed.ncbi.nlm.nih.gov/465281/>) (emphasis added)

⁶ Halpert AG, Olmstead MC, Beninger RJ. Mechanisms and abuse liability of the anti-histamine dimenhydrinate. *Neurosci Biobehav Rev.* 2002 Jan;26(1):61-7 (available at <https://pubmed.ncbi.nlm.nih.gov/11835984/>) (emphasis added).

10. Consumers' belief that the Product contains dimenhydrinate is buttressed by Defendants' interchangeable use of the different trademarks for "Dramamine". Defendant Medtech Products, Inc. holds two trademarks for the use of the word "Dramamine", each using a distinct font. One such trademark (USPTO Serial No. 86112919) uses all capital letters and unbolded font:

DRAMAMINE

Defendant applied for and was granted this this trademark for use on motion sickness treatments generally: "Preparations for prevention and treatment of motion sickness, nausea and vomiting; antihistamines." ⁷

11. Defendant Medtech Products, Inc., however, also holds a second trademark on the term "Dramamine" (USPTO Serial No. 71575604) that uses a bolded font and sentence-case lettering:

Dramamine

This trademark is meant for use specifically on dimenhydrinate tablets. ⁸

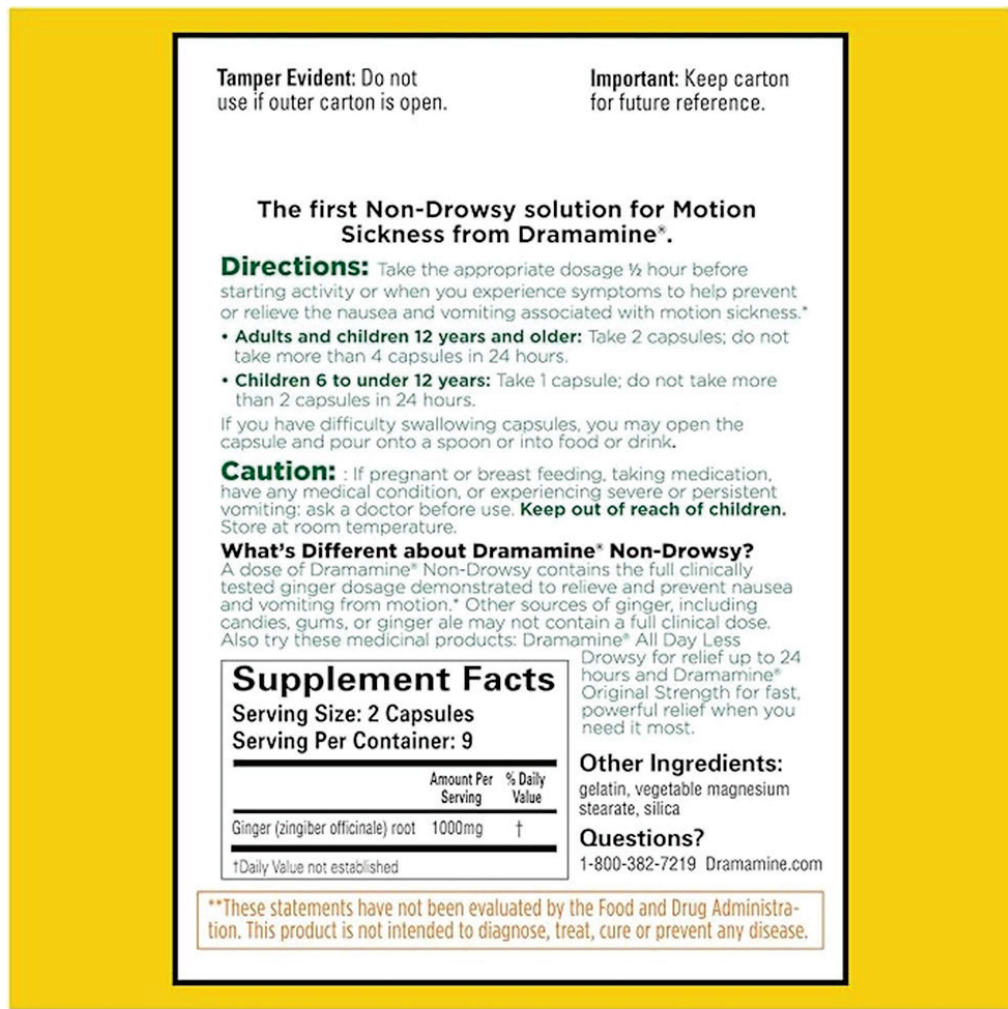
12. Notably, as shown in Paragraphs 3 and 9, above, Defendants' products use the same font whether they actually contain dimenhydrinate or not. The Product uses the "Dramamine"

⁷https://tsdr.uspto.gov/#caseNumber=86112919&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=statusSearch

⁸https://tsdr.uspto.gov/#caseNumber=71575604&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=statusSearch

trademark associated with dimenhydrinate tablets, despite containing only ginger and not dimenhydrinate.

13. Unfortunately for consumers, despite Defendants’ representation that the Product is “Dramamine”, it does not contain any dimenhydrinate:



14. Rather, the Product only contains ginger, which studies have concluded is not effective at treating motion sickness.⁹ Plaintiff and other consumers would not have purchased or

⁹ See e.g., Stewart JJ, Wood MJ, Wood CD, Mims ME. Effects of ginger on motion sickness susceptibility and gastric function. Pharmacology. 1991;42(2):111-20 (available at <https://pubmed.ncbi.nlm.nih.gov/2062873/>); Brainard A, Gresham C. Prevention and treatment of motion sickness. Am Fam Physician. 2014 Jul 1;90(1):41-6 (available at <https://pubmed.ncbi.nlm.nih.gov/25077501/>); Holtmann S, Clarke AH, Scherer H, Höhn M. The anti-motion sickness mechanism of ginger. A comparative study with placebo and dimenhydrinate. Acta Otolaryngol. 1989 Sep-Oct;108(3-4):168-74 (available at <https://pubmed.ncbi.nlm.nih.gov/2683568/>).

would not have paid a price premium for the Product had they known that it contained only ginger, rather than dimenhydrinate.

15. The front label of the Product, which all consumers view when purchasing the Product, does nothing to dispel the reasonable belief that the Product contains dimenhydrinate or to clarify that the Product *only* contains ginger, rather than any medication proven to alleviate motion sickness. Instead, the front label of the Product simply states that it is “Made with Natural Ginger” leading Plaintiff and other reasonable consumers to believe that, at the very least, it contains *both* dimenhydrinate and ginger. Indeed the “made with” representation naturally leads to the conclusion that the Product contains other ingredients in addition to ginger, which it does not.

16. As demonstrated by a number of Amazon.com reviews for the Product, Defendants’ marketing and labeling of the Product thus deceives consumers into believing that the Product contains dimenhydrinate.

17. For example, on April 20, 2023, an Amazon user named “Gary” wrote a review of the Product entitled “It isn't actually Dramamine... Aka Dimenhydrinate” in which he wrote: “I was looking for Dramamine and thought oh nice Dramamine + the benefits of Ginger? Fantastic! Wrong . . . While it's cool that Dramamine offers this alternative version to their medicine, I feel that it is vastly inferior and did not work at all for me.”¹⁰

18. As shown below, numerous other consumers lodged similar complaints that the Product labeling deceived them into believing that the Product contained dimenhydrinate, when it was actually just ginger:

¹⁰ https://www.amazon.com/product-reviews/B00SD9IE9O/ref=acr_dp_hist_1?ie=UTF8&filterByStar=one_star&reviewerType=all_reviews#reviews-filter-bar



Gary

☆☆☆☆☆ It isn't actually Dramamine... Aka Dimenhydrinate

Reviewed in the United States on April 20, 2023

Size: 18 Count (Pack of 1) Style: Pack of 1 Verified Purchase

I'm fully willing to accept that I was ignorant when purchasing this. I was looking for Dramamine and thought oh nice Dramamine + the benefits of Ginger? Fantastic! Wrong.

I should have read the label first and did a little more reading. But here's the scoop - went on a fishing trip on a boat with 5 other gentlemen, I took these along with another member of the group. The rest took standard Dramamine. This practically sounds like a legitimate test case for testing its efficacy. The only ones who got sick? The ones who took the ginger Dramamine. When we made that connection I looked at the bottle and kicked myself (mentally, because I was too sick to do anything other than throw up and lay down).

Now I'm not here to make any claims that this doesn't work, the overwhelming number of positive reviews indicate that many people have found use for this. I however, feel that it's worth sharing this story so that someone else doesn't repeat my mistake.

Unless you have a reason for avoiding your standard Dramamine (Dimenhydrinate) I would strongly advise against this one. It did not seem to thwart motion sickness in the slightest for 2 people, whereas the 4 people who took standard Dramamine did not suffer the same fate. While it's cool that Dramamine offers this alternative version to their medicine, I feel that it is vastly inferior and did not work at all for me. Again, I fully hold myself accountable for not thoroughly reading the label and listing page and making an obviously flawed assumption.

Read the label folks! Buy standard Dramamine.

13 people found this helpful

Helpful

Report



C. Hall

☆☆☆☆☆ BUYER BEWARE: Non-Returnable Item and ONLY contains ginger, no medicine or drugs

Reviewed in the United States on June 12, 2023

Size: 18 Count (Pack of 1) Style: Pack of 1 Verified Purchase

Be sure to read the ingredients list. This product ONLY contains ginger... which is great if that's what you wanted. Though, just between you and me, it would be cheaper to buy ginger capsules. If you're looking for Dramamine with actual medicine/drugs in it (Dimenhydrinate as the active ingredient) THIS ISN'T IT.



3 people found this helpful

Helpful

Report



Angela R.

☆☆☆☆☆ No Dimenhydrinate in this product! Very misleading!

Reviewed in the United States on June 1, 2022

Size: 18 Count (Pack of 1) Style: Pack of 1 Verified Purchase

There is no Dimenhydrinate in this product! The label is very misleading! It legitimately says "Dramamine" in large letters, which I have always assumed was a brand name of Dimenhydrinate. Apparently not... This product is just Ginger in a capsule brought to you by the makers of the Dramamine product.

I usually read drug ingredients and didn't one time. I did see that it contained ginger and assumed that was in addition to the medicine. Only to be on a plane about to take it and reading that it was a dietary supplement... Luckily my flight was short and not turbulent...

2 people found this helpful

Helpful

Report



Larik Sonfar

☆☆☆☆☆ MISLEADING Do not get this version!

Reviewed in the United States on December 1, 2021

Size: 18 Count (Pack of 1) Style: Pack of 1 Verified Purchase

Do NOT buy this version it is the ALL NATURAL GINGER i.e. the active ingredient is just ginger! It's not dimenhydrinate which is what you will see in actual motion sickness pills, even this brand sells one that uses this. I have no idea why Dramamine sells this ginger version as it does not work, not scientifically backed at all. Might as well meditate your sickness away. Complete waste of money.

4 people found this helpful

Helpful

Report



Amazon Customer

☆☆☆☆☆ DOESN'T CONTAIN Dimenhydrinate

Reviewed in the United States on March 10, 2019

Size: 18 Count (Pack of 1) Style: Pack of 1 Verified Purchase

I was surprised to find out this product doesn't contain Dimenhydrinate the first day of my cruise. These pills are nothing more than ginger capsules... I had to buy Dramamine elsewhere and pay a much higher price.

Helpful

Report



Dana C Poe

☆☆☆☆☆ Not Dimenhydrinate!

Reviewed in the United States on August 11, 2020

Size: 18 Count (Pack of 1) Style: Pack of 1

I feel that the label is very misleading. My wife grabbed it off the shelf because it said Dramamine in bold letters. I learned the HARD way that Dramamine is not the brand name for Dimenhydrinate. Further more the dosing instructions were the exact same as the Dramamine with Dimenhydrinate. (No more than 4 pills in 24 hours) which I've used for years. This is nothing but ginger, I'm pretty sure you can't OD on ginger. Absolutely ruined our fishing charter. So unhappy, going to look for another manufacturer of Dimenhydrinate. Not happy with you Dramamine.

Helpful

Report

19. Plaintiff and those similarly situated (“Class Members”) relied on Defendants’ misrepresentation that the Product is Dramamine (which, by definition, is or contains dimenhydrinate) when purchasing the Product. Absent this misrepresentation, Plaintiff and Class Members would not have purchased the Product. Given that Plaintiff and Class Members paid for a Product they would not otherwise have purchased and/or paid a premium for the Product based on Defendants’ misrepresentation, Plaintiff and Class Members suffered an injury in the amount of the purchase price of the Product and/or premium paid.

20. Defendants’ conduct violated and continues to violate, *inter alia*, New York General Business Law §§ 349 and 350. Defendants breached and continue to breach their warranties regarding the Products. Defendants have and continue to be unjustly enriched. Accordingly, Plaintiff brings this action against Defendants on behalf of herself and Class Members who purchased the Products during the applicable statute of limitations period (the “Class Period”).

21. Moreover, through their deceptive advertising and labeling, Defendants have violated, *inter alia*, NY General Business Law § 392-b by: a) putting upon an article of merchandise, bottle, wrapper, package, label, or other thing containing or covering such an article, or with which such an article is intended to be sold, or is sold, a false description or other indication of or respecting the kind of such article or any part thereof; and b) selling or offering for sale an article which, to their knowledge, is falsely described or indicated upon any such package or vessel containing the same, or label thereupon, in any of the particulars specified.

22. Consumers rely on marketing and information in making purchasing decisions.

23. By marketing the Product as “Dramamine” and by placing that representation in a prominent location throughout the Class Period, Defendants acknowledge that this claim is material to consumers.

24. Defendants’ deceptive representations and omissions are material in that a reasonable person would attach importance to such information and would be induced to act upon such information in making purchasing decisions.

25. Plaintiff and the Class Members reasonably relied to their detriment on Defendants’ misleading representations and omissions.

26. Defendants’ false, misleading, and deceptive misrepresentations and omissions are likely to continue to deceive and mislead reasonable consumers and the general public, as they have already deceived and misled Plaintiff and the Class Members.

27. In making the false, misleading, and deceptive representations and omissions described herein, Defendants knew and intended that consumers would pay a premium for a product marketed as being “Dramamine” (which, by definition, is or contains dimenhydrinate) over comparable products not so marketed.

28. As an immediate, direct, and proximate result of Defendants’ false, misleading, and deceptive representations and omissions, Defendants injured Plaintiff and the Class Members in that they:

- a. Paid a sum of money for a Product that was not what Defendants represented;
- b. Paid a premium price for a Product that was not what Defendants represented;
- c. Were deprived of the benefit of the bargain because the Product they purchased was different from what Defendants warranted;
- d. Were deprived of the benefit of the bargain because the Product they

purchased had less value than what Defendants represented;

- e. Ingested a supplement that was of a different quality than what Defendants promised; and
- f. Were denied the benefit of the beneficial properties of the product Defendants promised.

29. Had Defendants not made the false, misleading, and deceptive representations and omissions, Plaintiff and the Class Members would not have been willing to pay the same amount for the Product they purchased and, consequently, Plaintiff and the Class Members would not have been willing to purchase the Product.

30. Plaintiff and the Class Members paid for a Product that was Dramamine (which, by definition, is or contains dimenhydrinate). Since the Product does not contain dimenhydrinate, the Product that Plaintiff and the Class Members received was worth less than the Product for which they paid.

31. Plaintiff and the Class Members all paid money for the Product; however, Plaintiff and the Class Members did not obtain the full value of the advertised Product due to Defendants' misrepresentations and omissions. Plaintiff and the Class Members purchased, purchased more of, and/or paid more for, the Product than they would have had they known the truth about the Product. Consequently, Plaintiff and the Class Members have suffered injury in fact and lost money as a result of Defendants' wrongful conduct.

32. Plaintiff and Class Members read and relied on Defendants' representations about the Product being "Dramamine" and purchased Defendants' Product based thereon. Had Plaintiff and Class Members known the truth about the Product, i.e., that it does not actually contain dimenhydrinate, they would not have been willing to purchase it at any price, or, at minimum would have paid less for the Product.

JURISDICTION AND VENUE

33. Jurisdiction is proper pursuant to New York Civil Practice Law and Rules (“CPLR”) §§ 301 & 302 and venue is proper pursuant to CPLR § 503.

34. This Court has personal jurisdiction over Defendants because Defendants conduct and transact business in the state of New York, contract to supply goods within the state of New York, and supply goods within the state of New York.

35. Venue is proper because Plaintiff and many Class Members reside in Kings County in the state of New York, and throughout the state of New York. A substantial part of the events or omissions giving rise to the Classes’ claims occurred in this county.

PARTIES

Plaintiff

36. Plaintiff, Cynthia Weisberg, is an individual consumer who, at all times material hereto, was a citizen of New York State. Plaintiff purchased the Product during the Class Period. Prior to purchasing the Product, Plaintiff read Defendants’ Product marketing and labeling. The Product labeling and packaging for the Product that Plaintiff purchased contained the representation that it was “Dramamine.”

37. Had Defendants not made the false, misleading, and deceptive representation, Plaintiff would not have been willing to pay the same amount for the Product, and, consequently, would not have been willing to purchase the Product. Plaintiff purchased, purchased more of, and paid more for, the Product than she would have had she known the truth about the Product. The Product that Plaintiff received was worth less than the Product for which she paid. Plaintiff was injured in fact and lost money as a result of Defendants’ improper conduct.

Defendants

38. Defendant Medtech Products, Inc. is a Delaware corporation with its principal place of business in Tarrytown, New York.

39. Defendant Prestige Consumer Healthcare Company is a Delaware corporation with its principal place of business in Tarrytown, New York.

40. Defendants manufacture, market, advertise, and distribute the Product throughout the United States. Defendants created and/or authorized the false, misleading, and deceptive advertisements, packaging, and labeling for the Product.

CLASS ALLEGATIONS

41. Plaintiff brings this matter on behalf of herself and those similarly situated. As detailed at length in this Complaint, Defendants orchestrated deceptive marketing and labeling practices. Defendants' customers were uniformly impacted by and exposed to this misconduct. Accordingly, this Complaint is uniquely situated for class-wide resolution, including injunctive relief.

42. The Class is defined as all consumers who purchased the Product anywhere in the United States during the Class Period (the "Class").

43. Plaintiff also seeks certification, to the extent necessary or appropriate, of a subclass of individuals who purchased the Product in the state of New York at any time during the Class Period (the "New York Subclass").

44. The Class and New York Subclass shall be referred to collectively throughout the Complaint as the "Class."

45. The Class is properly brought and should be maintained as a class action under Article 9 of the CPLR, satisfying the class action prerequisites of numerosity, commonality, typicality, adequacy, and superiority because:

46. Numerosity: Class Members are so numerous that joinder of all members is impracticable. Plaintiff believes that there are thousands of consumers who are Class Members as described above who have been damaged by Defendants' deceptive and misleading practices.

47. Commonality: The questions of law and fact common to the Class Members which predominate over any questions which may affect individual Class Members include, but are not limited to:

- a. Whether Defendants are responsible for the conduct alleged herein which was uniformly directed at all consumers who purchased the Product;
- b. Whether Defendants' misconduct set forth in this Complaint demonstrates that Defendants have engaged in unfair, fraudulent, or unlawful business practices with respect to the advertising, marketing, and sale of their Product;
- c. Whether Defendants made false and/or misleading statements to the Class and the public concerning the contents of their Product;
- d. Whether Defendants' false and misleading statements concerning their Product were likely to deceive the public;
- e. Whether Plaintiff and the Class are entitled to injunctive relief; and
- f. Whether Plaintiff and the Class are entitled to money damages under the same causes of action as the other Class Members.

These issues predominate over individual issues. This controversy will largely turn on Defendants' uniform behavior in misrepresenting the Products to the Class which will be evaluated under an objective "reasonable person" standard. Individual inquiries into the conduct of members of the Class will not be necessary.

48. Typicality: Plaintiff is a member of the Class. Plaintiff's claims are typical of the claims of each Class Member in that every member of the Class was susceptible to the same deceptive and misleading conduct and purchased Defendants' Product. Plaintiff is entitled to relief under the same causes of action as the other Class Members.

49. Adequacy: Plaintiff is an adequate Class representative because her interests do not conflict with the interests of the Class Members she seeks to represent, her consumer fraud claims are common to all members of the Class and she has a strong interest in vindicating her rights. She has retained counsel competent and experienced in complex class action litigation, and counsel intends to vigorously prosecute this action.

50. Superiority: A class action is superior to the other available methods for the fair and efficient adjudication of this controversy because:

- a. The joinder of thousands of individual Class Members is impracticable, cumbersome, unduly burdensome, and a waste of judicial and/or litigation resources;
- b. The individual claims of the Class Members may be relatively modest compared with the expense of litigating the claims, thereby making it impracticable, unduly burdensome, and expensive—if not totally impossible—to justify individual actions;
- c. When Defendants' liability has been adjudicated, all Class Members' claims can be determined by the Court and administered efficiently in a manner far less burdensome and expensive than if it were attempted through filing, discovery, and trial of all individual cases;
- d. This class action will promote orderly, efficient, expeditious, and appropriate adjudication and administration of Class claims;
- e. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action;
- f. This class action will assure uniformity of decisions among Class

Members;

- g. The Class is readily definable and prosecution of this action as a class action will eliminate the possibility of repetitious litigation;
- h. Class Members’ interests in individually controlling the prosecution of separate actions is outweighed by their interest in efficient resolution by single class action; and
- i. It would be desirable to concentrate in this single venue the litigation of all class members who were induced by Defendants’ uniform false advertising to purchase their Product because it is purported to be “Dramamine” and therefore to contain dimenhydrinate.

51. Accordingly, this Class is properly brought and should be maintained as a class action under Article 9 of the CPLR.

CLAIMS

FIRST CAUSE OF ACTION

VIOLATION OF NEW YORK GBL § 349

(On Behalf of Plaintiff and New York Subclass Members)

52. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

53. New York General Business Law Section 349 (“GBL § 349”) declares unlawful “[d]eceptive acts or practices in the conduct of any business, trade, or commerce or in the furnishing of any service in this state . . .”

54. The conduct of Defendants alleged herein constitutes recurring, “unlawful” deceptive acts and practices in violation of GBL § 349, and as such, Plaintiff and the New York Subclass Members seek monetary damages and the entry of preliminary and permanent injunctive relief against Defendants, enjoining them from inaccurately describing, labeling, marketing, and promoting the Product and from charging consumers monies in the future.

55. Defendants misleadingly, inaccurately, and deceptively advertise and market the

Product to consumers.

56. Defendants' improper consumer-oriented conduct – including labeling and advertising the Product as being “Dramamine”, and thus as containing dimenhydrinate – is misleading in a material way in that it, *inter alia*, induced Plaintiff and the New York Subclass Members to purchase and pay a premium for Defendants' Product and to use the Product when they otherwise would not have. Defendants made their untrue and/or misleading statements, representations, and omissions willfully, wantonly, and with reckless disregard for the truth.

57. Plaintiff and the New York Subclass Members have been injured inasmuch as they paid a premium for a Product that – contrary to Defendants' representations – does not contain dimenhydrinate. Accordingly, Plaintiff and the New York Subclass Members received less than what they bargained and/or paid for.

58. Defendants' advertising and Product labeling induced Plaintiff and the New York Subclass Members to buy Defendants' Product and to pay a premium price for it.

59. Defendants' deceptive and misleading practices constitute a deceptive act and practice in the conduct of business in violation of New York General Business Law §349(a) and Plaintiff and the New York Subclass Members have been damaged thereby.

60. As a result of Defendants' recurring, “unlawful” deceptive acts and practices, Plaintiff and the New York Subclass Members are entitled to monetary, compensatory, injunctive relief, restitution, and disgorgement of all moneys obtained by means of Defendants' unlawful conduct, interest, and attorneys' fees and costs.

61. Plaintiff and Class Members seek actual damages under GBL § 349, and expressly waive any right to recover minimum, punitive, treble, and/or statutory damages pursuant to GBL § 349.

SECOND CAUSE OF ACTION
VIOLATION OF NEW YORK GBL § 350
(On Behalf of Plaintiff and the New York Subclass Members)

62. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

63. N.Y. Gen. Bus. Law § 350 provides, in part, as follows:

False advertising in the conduct of any business, trade, or commerce or in the furnishing of any service in this state is hereby declared unlawful.

64. N.Y. Gen. Bus. Law § 350a(1) provides, in part, as follows:

The term ‘false advertising, including labeling, of a commodity, or of the kind, character, terms or conditions of any employment opportunity if such advertising is misleading in a material respect. In determining whether any advertising is misleading, there shall be taken into account (among other things) not only representations made by statement, word, design, device, sound or any combination thereof, but also the extent to which the advertising fails to reveal facts material in the light of such representations with respect to the commodity or employment to which the advertising relates under the conditions proscribed in said advertisement, or under such conditions as are customary or usual . . .

65. Defendants’ labeling and advertisements contain untrue and materially misleading statements concerning Defendants’ Product inasmuch as they misrepresent that the Product is “Dramamine”, and thus, by definition is or contains dimenhydrinate.

66. Plaintiff and the New York Subclass Members have been injured inasmuch as they relied upon the labeling, packaging, and advertising and paid a premium for the Product which – contrary to Defendants’ representations – does not contain dimenhydrinate. Accordingly, Plaintiff and the New York Subclass Members received less than what they bargained and/or paid for.

67. Defendants’ advertising and the Product’s labeling induced Plaintiff and the New York Subclass Members to buy the Product.

68. Defendants made their untrue and/or misleading statements and representations willfully, wantonly, and with reckless disregard for the truth.

69. Defendants' conduct constitutes multiple, separate violations of N.Y. Gen. Bus. Law § 350.

70. Defendants made the material misrepresentations described in this Complaint in Defendants' advertising and on the Product labelling.

71. Defendants' material misrepresentations were substantially uniform in content, presentation, and impact upon consumers at large. Moreover, all consumers purchasing the Product were and continue to be exposed to Defendants' material misrepresentations.

72. As a result of Defendants' recurring, "unlawful" deceptive acts and practices, Plaintiff and New York Subclass Members are entitled to monetary, compensatory, injunctive relief, restitution, and disgorgement of all money obtained by means of Defendants' unlawful conduct, interest, and attorneys' fees and costs.

73. Plaintiff and Class Members seek actual damages under GBL § 350, and expressly waive any right to recover minimum, punitive, or treble, and/or statutory damages pursuant to GBL § 350.

THIRD CAUSE OF ACTION
BREACH OF EXPRESS WARRANTY
(On Behalf of Plaintiff and All Class Members)

74. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

75. Defendants provided Plaintiff and Class Members with an express warranty in the form of written affirmations of fact promising and representing that the Product is "Dramamine", and thus, by definition is or contains dimenhydrinate.

76. The above affirmations of fact were not couched as “belief” or “opinion,” and were not “generalized statements of quality not capable of proof or disproof.”

77. These affirmations of fact became part of the basis for the bargain and were material to Plaintiff’s and Class Members’ transactions.

78. Plaintiff and Class Members reasonably relied upon Defendants’ affirmations of fact and justifiably acted in ignorance of the material facts omitted or concealed when they decided to buy Defendants’ Product.

79. Within a reasonable time after she knew or should have known of Defendants’ breach, Plaintiff, on behalf of herself and Class Members, placed Defendants on notice of their breach by mailing Defendants a pre-suit letter on January 15, 2024, giving Defendants an opportunity to cure their breach, which they refused to do.

80. Defendants thereby breached the following state warranty laws:

- a. Code of Ala. § 7-2-313;
- b. Alaska Stat. § 45.02.313;
- c. A.R.S. § 47-2313;
- d. A.C.A. § 4-2-313;
- e. Cal. Comm. Code § 2313;
- f. Colo. Rev. Stat. § 4-2-313;
- g. Conn. Gen. Stat. § 42a-2-313;
- h. 6 Del. C. § 2-313;
- i. D.C. Code § 28:2-313;
- j. Fla. Stat. § 672.313;
- k. O.C.G.A. § 11-2-313;

- l. H.R.S. § 490:2-313;
- m. Idaho Code § 28-2-313;
- n. 810 I.L.C.S. 5/2-313;
- o. Ind. Code § 26-1-2-313;
- p. Iowa Code § 554.2313;
- q. K.S.A. § 84-2-313;
- r. K.R.S. § 355.2-313;
- s. 11 M.R.S. § 2-313;
- t. Md. Commercial Law Code Ann. § 2-313;
- u. 106 Mass. Gen. Laws Ann. § 2-313;
- v. M.C.L.S. § 440.2313;
- w. Minn. Stat. § 336.2-313;
- x. Miss. Code Ann. § 75-2-313;
- y. R.S. Mo. § 400.2-313;
- z. Mont. Code Anno. § 30-2-313;
- aa. Neb. Rev. Stat. § 2-313;
- bb. Nev. Rev. Stat. Ann. § 104.2313;
- cc. R.S.A. 382-A:2-313;
- dd. N.J. Stat. Ann. § 12A:2-313;
- ee. N.M. Stat. Ann. § 55-2-313;
- ff. N.Y. U.C.C. Law § 2-313;
- gg. N.C. Gen. Stat. § 25-2-313;
- hh. N.D. Cent. Code § 41-02-30;

- ii. II. O.R.C. Ann. § 1302.26;
- jj. 12A Okl. St. § 2-313;
- kk. Or. Rev. Stat. § 72-3130;
- ll. 13 Pa. Rev. Stat. § 72-3130;
- mm. R.I. Gen. Laws § 6A-2-313;
- nn. S.C. Code Ann. § 36-2-313;
- oo. S.D. Codified Laws, § 57A-2-313;
- pp. Tenn. Code Ann. § 47-2-313;
- qq. Tex. Bus. & Com. Code § 2.313;
- rr. Utah Code Ann. § 70A-2-313;
- ss. 9A V.S.A. § 2-313;
- tt. Va. Code Ann. § 59.1-504.2;
- uu. Wash. Rev. Code Ann. § 6A.2-313;
- vv. W. Va. Code § 46-2-313;
- ww. Wis. Stat. § 402.313; and
- xx. Wyo. Stat. § 34.1-2-313.

81. Defendants breached the express warranty because the Product does not contain dimenhydrinate and is therefore not “Dramamine.”

82. As a direct and proximate result of Defendants’ breach of the express warranty, Plaintiff and Class Members were damaged in the amount of the price they paid for the Product, in an amount to be proven at trial.

FOURTH CAUSE OF ACTION
UNJUST ENRICHMENT

(On Behalf of Plaintiff and All Class Members in the Alternative)

83. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

84. Plaintiff, on behalf of herself and consumers nationwide, brings a claim for unjust enrichment.

85. Defendants' conduct violated, *inter alia*, state and federal law by manufacturing, advertising, marketing, and selling their Product while misrepresenting and omitting material facts.

86. Defendants' unlawful conduct as described in this Complaint allowed Defendants to knowingly realize substantial revenues from selling their Product at the expense of, and to the detriment or impoverishment of, Plaintiff and Class Members, and to Defendants' benefit and enrichment. Defendants have thereby violated fundamental principles of justice, equity, and good conscience.

87. Plaintiff and Class Members conferred significant financial benefits and paid substantial compensation to Defendants for a Product, which was not as Defendants represented it to be.

88. Under New York's common law principles of unjust enrichment, it is inequitable for Defendants to retain the benefits conferred by Plaintiff and Class Members' overpayments. Plaintiff and Class Members seek disgorgement of all profits resulting from such overpayments and establishment of a constructive trust from which Plaintiff and Class Members may seek restitution.

JURY DEMAND

Plaintiff demands a trial by jury on all issues.

WHEREFORE, Plaintiff, on behalf of herself and the Class, prays for judgment as follows:

- a. Declaring this action to be a proper class action and certifying Plaintiff as the representative of the Class under Article 9 of the CPLR;
- b. Entering preliminary and permanent injunctive relief against Defendants, directing Defendants to correct their practices and to comply with New York law;
- c. Awarding monetary damages, excluding treble and/or punitive damages as being consistent with New York State Class Action jurisprudence, pursuant to GBL § 349 and GBL § 350;
- d. Awarding Plaintiff and Class Members their costs and expenses incurred in this action, including reasonable allowance of fees for Plaintiff's attorneys and experts, and reimbursement of Plaintiff's expenses; and
- e. Granting such other and further relief as the Court may deem just and proper.

Dated: March 11, 2024

LEEDS BROWN LAW, P.C.

By: _____ s/
 Jeffrey K. Brown
 Andrew Costello
 One Old Country Road, Suite 347
 Carle Place, NY 11514
 jbrown@leedsbrownlaw.com
 acostello@leedsbrownlaw.com

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS
ATTORNEY(S) LEEDS, BROWN LAW P.C.
ONE OLD COUNTRY ROAD STE 347 CARLE PLACE, NY 11514 | PH: 616-873-9550

Index Number: 507103/2024
Date Filed: 03/11/2024

Cynthia Weisberg, Individually and on behalf of all others similarly situated

Plaintiff

VS

Medtech Products, Inc. and Prestige Consumer Healthcare Company

Defendant

AFFIRMATION OF SERVICE

Naeem Price, the undersigned, affirms and states that deponent is not a party to this action, is over 18 years of age and resides in the State of New York.

That on 3/20/2024, at 11:27 AM at 660 White Plains Road #250, Tarrytown, NY 10591, Deponent served the within **Notice of Electronic Filing (Mandatory Case), Summons and Class Action Complaint**, with the index number and the filing date of the action were endorsed upon the face of the papers so served herein. On: Medtech Products, Inc., therein named, (hereinafter referred to as "subject").

By delivering to and leaving with IVONE MILANI said individual to be Paralegal who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity/Partnership. A description of IVONE MILANI is as follows:

Sex: Female Color of skin: White Color of hair: Blonde Age: 51-65
Height: 5ft0in-5ft3in Weight: 131-160 Lbs. Other :

I affirm on this day March 22, 2024, under the penalties of perjury under the law of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.



Naeem Price

Lic #

JobID 2416873



Client's File No.:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS
ATTORNEY(S) LEEDS, BROWN LAW P.C.
ONE OLD COUNTRY ROAD STE 347 CARLE PLACE, NY 11514 | PH: 516-873-9550

Index Number: 507103/2024
Date Filed: 03/11/2024

Cynthia Weisberg, Individually and on behalf of all others similarly situated

Plaintiff

vs

Medtech Products, Inc. and Prestige Consumer Healthcare Company

Defendant

AFFIRMATION OF SERVICE

Naeem Price, the undersigned, affirms and states that deponent is not a party to this action, is over 18 years of age and resides in the State of New York.

That on 3/20/2024, at 11:27 AM at 660 White Plains Road #250, Tarrytown, NY 10591, Deponent served the within **Notice of Electronic Filing (Mandatory Case), Summons and Class Action Complaint**, with the index number and the filing date of the action were endorsed upon the face of the papers so served herein. On: Prestige Consumer Healthcare Company, therein named, (hereinafter referred to as "subject").

By delivering to and leaving with **IVONE MILANI** said individual to be Paralegal who specifically stated he/she was authorized to accept service on behalf of the Corporation/Government Agency/Entity/Partnership. A description of **IVONE MILANI** is as follows:

Sex: Female Color of skin: White Color of hair: Blonde Age: 51-65
Height: 5ft0in-5ft3in Weight: 131-160 Lbs. Other:

I affirm on this day March 22, 2024, under the penalties of perjury under the law of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.


Naeem Price



Lic #
JobID 2416876

Client's File No.:

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS**

Cynthia Weisberg, individually and on behalf of all others similarly situated,

Plaintiff,

v.

Medtech Products, Inc. and Prestige Consumer Healthcare Company,

Defendants.

Index No. 507103/2024

STIPULATION

WHEREAS, Plaintiff filed a Summons and Complaint in the above-captioned action, alleging certain claims against Medtech Products, Inc. and Prestige Consumer Healthcare Company (“Defendants”) on March 11, 2024 (NYSCEF Doc. Nos. 1 and 2);

WHEREAS, counsel for the parties to this action have conferred and agreed that Defendants shall have reasonable time to respond to Plaintiff’s Complaint; and

WHEREAS, no previous requests for an extension of time has been made and no scheduling order has been entered in this case.

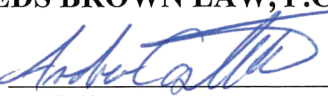
IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, that:

1. The time for Defendants to answer, move, or otherwise respond to the complaint in the above-captioned action is hereby extended to and including May 10, 2024.
2. Nothing herein shall be deemed to be an admission of liability on the part of the Defendants; and
3. Nothing herein shall be deemed a waiver of any other applicable defense or objection to this action.


4. This stipulation may be executed in counterparts and when taken together shall constitute one original document.

Dated: New York, New York
April 5, 2024

LEEDS BROWN LAW, P.C.

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Counsel for Defendants



Case Caption: **Cynthia Weisberg v. Medtech Products, Inc. et al**

Judge Name:

Doc#	Document Type/Information	Status	Date Received	Filed By
1	SUMMONS Summons	Processed	03/11/2024	Costello, A.
2	COMPLAINT Complaint	Processed	03/11/2024	Costello, A.
3	AFFIRMATION/AFFIDAVIT OF SERVICE Affidavit of Service for Medtech Products Inc.	Processed	03/25/2024	Costello, A.
4	AFFIRMATION/AFFIDAVIT OF SERVICE Affidavit of Service for Prestige Consumer Healthcare Co.	Processed	03/25/2024	Costello, A.
5	STIPULATION - OTHER for Extension of Time to Respond	Processed	04/05/2024	Glassman, E.

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 Claims Dramamine Non-Drowsy Lacks Key Ingredient to Alleviate Motion Sickness](#)
