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 13 **IN THE UNITED STATES DISTRICT COURT**
 14 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

15 ASHLEY WILDER, Individually and On
 16 Behalf of All Others Similarly Situated,

17 Plaintiff,

18 vs.

19
 20 BEAST HOLDINGS, LLC d/b/a SHOP
 21 MRBEAST and REVOLT
 22 ENTERPRISES, LLC,

23 Defendants.

Case No.:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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1 Plaintiff Ashley Wilder (“Plaintiff”) on behalf of herself and all others
2 similarly situated, hereby submits the following Class Action Complaint
3 (“Complaint”) against Defendant Beast Holdings, LLC d/b/a Shop MrBeast
4 (“MrBeast”) and Revolt Enterprises, LLC (“Revolt” and, collectively,
5 “Defendants”), and upon personal knowledge as to her own acts and status, and
6 upon investigation of counsel and information and belief as to all other matters,
7 alleges as follows:

8 **NATURE OF THE ACTION**

9 1. Beast Holdings, LLC is the parent company for the business dealings
10 of popular YouTube personality Jimmy Donaldson, known online as MrBeast.

11 2. For more than a decade, Donaldson has maintained a highly
12 successful online presence through “videos [which offer] a mix of stunts and
13 humour.”¹

14 3. In 2020, it was estimated his yearly income was \$24 million and that
15 he had more than 47 million worldwide subscribers to his channel.² On MrBeast’s
16 website, the number of subscribers is now listed as 107 million.³

17 4. A key part of Donaldson’s online presence are giveaways to fans and
18 his apparent philanthropy. For example, it was widely reported that he raised more
19 than \$20 million for a tree-planting campaign in 2019.⁴

20 5. Donaldson has, in recent years, expanded into foodservice and retail,
21 and, through Defendants, opened an online store, www.shopmrbeast.com (the
22 “website”).

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25 ¹ <https://thetab.com/uk/2020/12/23/youtube-rich-list-the-10-highest-paid-youtubers-of-2020-187398>, last accessed October 28, 2022.

26 ² *Id.*

27 ³ See <https://shopmrbeast.com/about>, last accessed October 28, 2022

28 ⁴ <https://www.businessinsider.com/elon-musk-pewdiepie-jeffree-star-donate-mrbeast-youtube-tree-planting-2019-10>, last accessed October 28, 2022.

1 6. However, Defendants' online store has been plagued with
2 overcharges, mis-delivered products, and indefinite delays that often face no
3 response from Defendants in spite of their automated response to all customers that
4 Defendants "will get back to you with a (human) response within 24-48 hours."

5 7. As a result, numerous customers of Defendants have suffered
6 damages in the form of overcharges or mis-delivered products (with no way by
7 which to receive a refund or an exchange) or have simply never received their
8 products after ordering from Defendant.

9 8. Plaintiff brings this lawsuit against Defendants on behalf of herself
10 and a Nationwide Class and a Kentucky Subclass of all other similarly situated
11 purchasers of the affected products in the United States, alleging claims of breach
12 of contract, unjust enrichment, and violations of the Kentucky Consumer
13 Protection Act, Ky. Rev. Stat. §367.110, *et seq.*

14 **JURISDICTION AND VENUE**

15 9. This Court has original jurisdiction pursuant to 28 U.S.C.
16 §1332(d)(2). In the aggregate, Plaintiff's claims and the claims of the other
17 members of the Class exceed \$5,000,000 exclusive of interest and costs, and there
18 are numerous class members who are citizens of states other than Defendants'
19 states of citizenship, which are North Carolina and California.

20 10. This Court has personal jurisdiction over Defendants because a
21 substantial portion of the wrongdoing alleged in this Complaint took place in
22 California and because Defendant Revolt Enterprises, LLC has its principal place
23 of business in and is authorized to do business in the Central District of California.

24 11. Venue is proper in this Court pursuant to 28 U.S.C. §1391 because
25 Defendant Revolt Enterprises, LLC resides in this District, many of the acts and
26 transactions giving rise to this action occurred in this District and Defendant
27 Revolt Enterprises, LLC is subject to personal jurisdiction in this District.

28

1 **PARTIES**

2 ***Plaintiff***

3 12. Ashley Wilder is a citizen of Kentucky, residing in Independence. On
4 or about August 4, 2022, Plaintiff purchased what she believed to be a T-shirt,
5 sized small for what she believed to be \$24.94. Instead, she was charged \$40.00
6 and received a T-shirt sized 4T. Plaintiff has made numerous attempts to contact
7 Defendants since this order was placed, and all have gone unanswered, save by
8 automatic replies. Plaintiff would not have purchased the product or paid as much
9 for it had she known that Defendants would overcharge her and/or fail to deliver
10 the product as ordered.

11 ***Defendants***

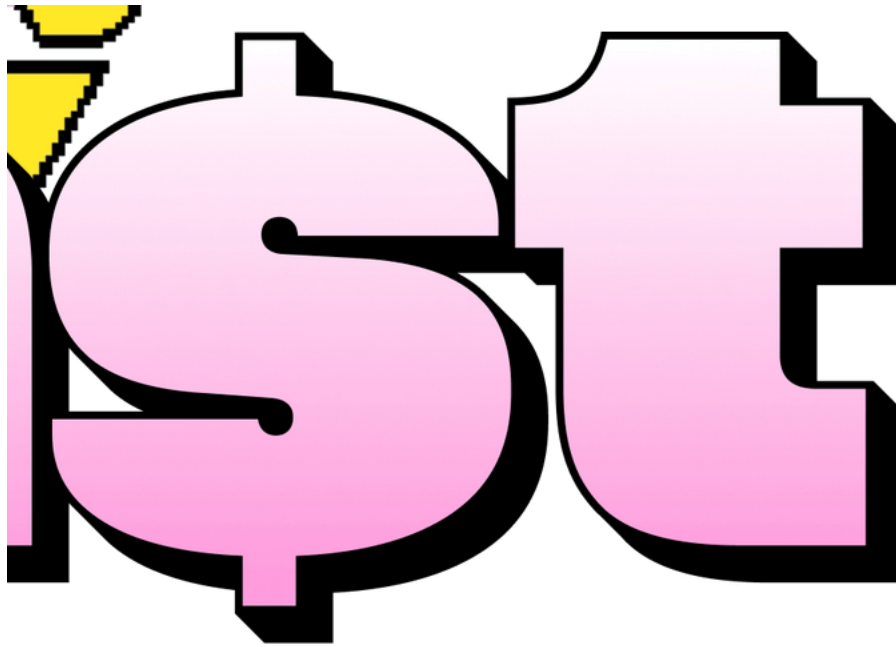
12 13. Beast Holdings, LLC is a limited-liability corporation with its
13 principal place of business at 740 SE Greenville Boulevard, Ste. 400-163,
14 Greenville, NC 27858. The sole member of Defendant’s LLC is Kevin M. Sayed
15 of Greenville, North Carolina, according to the North Carolina Secretary of State.

16 14. Revolt Enterprises, LLC is a limited-liability corporation with its
17 principal place of at 10250 Constellation Boulevard., Suite 2900, Los Angeles,
18 CA 90067.

19 **FACTUAL ALLEGATIONS**

20 15. MrBeast owns and/or controls the website www.shopmrbeast.com.

21 16. The website prominently advertises its ties to Jimmy Donaldson a/k/a
22 MrBeast, even going so far as to state, on its website, “Copyright 2022 ©
23 MrBeast:”
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COPYRIGHT 2022 © MRBEAST

17. According to the U.S. Patent and Trademark Office, Beast Holdings, LLC is the current owner of the “MrBeast” trademark.

18. Similarly, Donaldson, on his Twitter account and in other locations, prominently steers followers toward Defendants’ online store:



MrBeast ✓

@MrBeast

I want to make the world a better place before I die

📍 Follow me for a cookie 🔗 shopmrbeast.com 📅 Joined April 2014

1,860 Following **15.7M** Followers

19. When a customer reaches the checkout stage, the Terms of Service list an entity called “MrBeast Official” as the operator of the website:

Terms of service ×

OVERVIEW

This website is operated by MrBeast Official. Throughout the site, the terms “we”, “us” and “our” refer to MrBeast Official. MrBeast Official offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

20. “MrBeast Official” does not appear to be an actual legal entity registered within the United States, though. As stated above, the MrBeast trademark is owned by Defendant Beast Holdings.

1 21. Defendant Revolt’s name appears twice briefly on the website, in the
2 FAQs section⁵, Defendant Revolt indicates that it is responsible for shipping
3 merchandise sold of the website:

4 **CAN I UPDATE MY SHIPPING ADDRESS AFTER I HAVE**
5 **ORDERED?**

6 **If you have incorrectly formatted or entered your address, please contact customer**
7 **support immediately with your order number and correct shipping address. If you**
8 **fail to communicate a shipping address change before your order is shipped you will**
9 **have to contact the courier to reroute your order. Revolt is not responsible for**
10 **shipment to an incorrect address if we are not provided the information prior to**
11 **dispatch.**

12 **If your package fails to be delivered due to an insufficient delivery address the goods**
13 **will be returned to us. Please contact us if this occurs and we will organize a**
14 **reshipment to an updated shipping address.**

15 **DOES REVOLT ACCEPT RETURNS?**

16 **Returns are accepted if there is a fault with the product/s upon delivery, please**
17 **contact our customer support team with photos of the defective good/s, your order**
18 **number and a description of the issue.**

19 **Returns are also accepted if the item/s are still unopened, we will issue a full refund**
20 **including shipping costs. Please contact customer support and provide your order**
21 **number and reason for return.**

22 22. Additionally, a blog post from September 2022 identifies Defendant
23 Revolt as the “merchandiser” “leading” the new Shop MrBeast website in
24 conjunction with online software developers.⁶

25 23. In fact, Defendant Revolt states that it will handle virtually all aspects
26 of a client’s website from design to fulfillment⁷:

27 ⁵ <https://shopmrbeast.com/faq>, last accessed November 2, 2022.

28 ⁶ <https://vercel.com/blog/serving-millions-of-users-on-the-new-mrbeast-storefront>,
last accessed November 2, 2022.



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12 24. As a result, while Defendant Revolt apparently handles the actual
13 production and fulfillment of goods, Defendant Beast Holdings is identified in
14 virtually every aspect of the website as the entity responsible for marketing and
15 selling products for the website, and the Terms of Service list a fictitious entity as
16 the entity responsible for the operation of the website.

17 25. Defendants' website sells clothing, lanyards, keychains, and other
18 materials to customers, many of whom are either fans of Donaldson, or, in the case
19 of Plaintiff, parents of fans of Donaldson.

20 26. While Defendants' website has relatively minimal guidance as to how
21 to handle returns, it does state, "Returns are accepted if there is a fault with the
22 product/s upon delivery, please contact our customer support team with photos of
23 the defective good/s, your order number and a description of the issue. Returns are
24 also accepted if the item/s are still unopened, we will issue a full refund including
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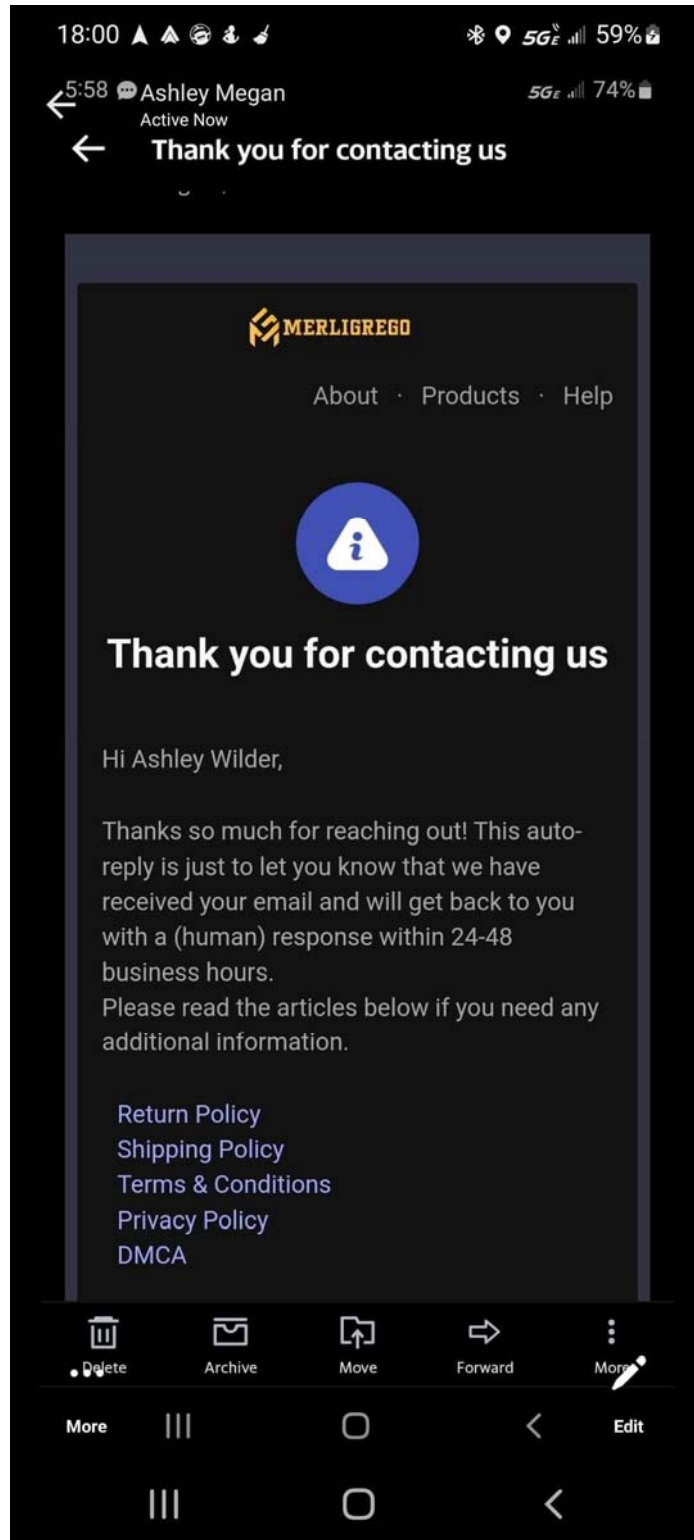
28 ⁷ <https://www.rvlt.net/services>, last accessed November 2, 2022.

1 shipping costs. Please contact customer support and provide your order number
2 and reason for return.”⁸

3 27. However, any user contacting Defendants’ email address
4 (support@shopmrbeast.com) receives the following automated response:
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28 ⁸ <https://shopmrbeast.com/faq>, last accessed November 2, 2022.

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28. Numerous complaints through websites like the Better Business Bureau and Trustpilot have described similar return, exchange, or refund

1 nightmares like those of Plaintiff. A small sampling of various online complaints
2 follow:

3 Order \$100 worth of t-shirts, stickers, lanyards on 8/7/22 for my son.
4 Website says it will ship mid September. It's 10/5/22 and my order
5 shows waiting to be processed still. I've sent many emails with an
6 automated reply of we will get back to you in 24-48 hours and I never
7 get a reply, order #*****. This is horrible business practice
8 and more than anything really sad this is how mr beast companies
9 treat his fans which is mostly little kids.⁹

10
11 I placed an order on 8/11 for a shirt and have yet to receive it. I have
12 sent multiple emails all emails were ignored. I have no idea what the
13 status of my order is or if even I will receive a refund. This is horrible
14 business practice. I spent \$49.61 on a shirt for my son.¹⁰

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16 I made a purchase in April for a hoodie for my son's birthday in May.
17 When I ordered it, I knew it would not start shipping until 3rd week of
18 April but I still have not received it. I have tried to track it with the
19 order # I have and it says its not found, I have contacted them by e-
20 mail 3 times with no response and I have not been able to find a
21 contact # for them. I am disappointed in the fact that I spent \$70 on
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25 ⁹ <https://www.bbb.org/us/nc/wilson/profile/clothing/mrbeastyoutube-0593-90323260/complaints#1241189908>, last accessed October 28, 2022.

26 ¹⁰ <https://www.bbb.org/us/nc/wilson/profile/clothing/mrbeastyoutube-0593-90323260/complaints#1241189907> (dated September 19, 2022), last accessed
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28 October 28, 2022.

1 my purchase to never receive it and also now have an update child in
2 the process.¹¹

3
4 Sizing chart is completely wrong, I ordered small and got the most
5 massive hoody and t-shirt that looks like a parachute. My girlfriend
6 looks ridiculous in it and we are unable to return. We waited 3 months
7 for the package and was unfortunately very disappointed.¹²

8
9 I ORDERED 2 MR. BEAST HOODIES..THEY CAME BUT WERE
10 TOO BIG, SO I RETURNED THEM WITH A NOTE TO PLEASE
11 EXCHANGE FOR MEDIUM SIZE ADULT AND BILL US FOR
12 SHIPPING.SO FAR WE HAVE HEARD NOTHING BACK.THESE
13 WERE FOR BIRTHDAY GIFTS TOO.PLEASE AT LEAST
14 PROVIDE SOME CUSTOMER SERVICE!!!¹³

15
16 Preordered shrek merch to be dispatched around 21st April, 5 weeks
17 after this date still no update and no response from emails to c.s.
18 website is currently closed and no updates via any channels,
19 unfortunately seem to have been scammed by one of the most famous
20 YouTubers which doesn't make sense, sons will be pretty
21 disappointed.¹⁴

22 ¹¹ [https://www.bbb.org/us/nc/wilson/profile/clothing/mrbeastyoutube-0593-](https://www.bbb.org/us/nc/wilson/profile/clothing/mrbeastyoutube-0593-90323260/complaints#1241189903)
23 [90323260/complaints#1241189903](https://www.bbb.org/us/nc/wilson/profile/clothing/mrbeastyoutube-0593-90323260/complaints#1241189903) (dated June 4, 2022), last accessed October 28,
24 2022.

25 ¹² <https://www.trustpilot.com/reviews/633fc404b67840c2ab2a7e13>, last accessed
26 October 28, 2022.

27 ¹³ <https://www.trustpilot.com/reviews/62fec5da142fce1f45fe49cf>, last accessed
28 October 28, 2022.

¹⁴ <https://www.trustpilot.com/reviews/628c0666045d025d3a9ca4d1>, last accessed
October 28, 2022

1 29. The Better Business Bureau gives Shop MrBeast 1.67 stars out of 5
2 and an “F” rating.¹⁵ Trustpilot gives Defendants’ online shop 1.8 stars out of 5 and
3 a “Poor” rating.¹⁶

4 30. While Defendants’ website prominently displays its ties to Donaldson
5 and Defendant Beast Holdings, emails to support@shopmrbeast.com (as seen in
6 ¶19) are “answered” by an entity called Merligrego.

7 31. Merligrego’s website (www.merligrego.com) says of itself,
8 “Merligrego is a Website allowing Sellers to offer Buyers personalised products
9 that will be manufactured and marketed by the Website and a catalogue of pre
10 manufactured products marketed by the Website and which are available in various
11 colours and sizes (“Products”) if they meet with the requirements of the Buyer.
12 The Website also allows members and visitors to share User Content through third-
13 party web services, such as Facebook and Twitter, and allows Sellers to offer
14 Products bearing User Content to third parties.”¹⁷

15 32. Merligrego lists its address as 4017 W Lillian St, McHenry, IL 60050,
16 which is a twelve-unit apartment complex in the far northwestern suburbs of
17 Chicago. The Illinois Secretary of State does not recognize “Merligrego” as a
18 registered business nor as a d/b/a.

19 33. The phone number listed, (650) 410-7920, as well as Merligrego’s
20 domain for its customer service email, “@storehelp.net”, appears in numerous
21 other small internet stores such as BeeCat.co and TomTrending.com. Each of these
22 storefronts also utilizes identical terms & conditions, privacy policies, return
23 policies, and shipping policies.

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25 ¹⁵ <https://www.bbb.org/us/nc/wilson/profile/clothing/mrbeastyoutube-0593-90323260>, last accessed October 28, 2022.

26 ¹⁶ <https://www.trustpilot.com/review/shopmrbeast.com>, last accessed October 28,
27 2022.

28 ¹⁷ <https://merligrego.com/page/about>, last accessed October 28, 2022.

1 34. Additionally, each of these storefronts, including Merligogo's,
2 appears to be established for the sole purpose of soliciting clothing and related
3 merchandise sales.

4 35. It is also notable that Merligrego sells numerous MrBeast-labelled
5 products on its website, ostensibly identical to many of the products sold on
6 shopmrbeast.com.¹⁸

7 36. On information and belief, Defendants' website routes
8 communications through support@shopmrbeast.com to an entity which identifies
9 itself as Merligrego which then routinely go unanswered.

10 37. The relationship of Merligrego to Defendants is unclear, but
11 Merligrego does not appear to handle any actual fulfilment of product, merely
12 customer response.

13 38. In any event, Defendants either know or should have known that
14 orders placed through their website routinely go unfulfilled, mis-fulfilled, or
15 delayed to the point of futility.

16 39. Further, there is no mechanism by which Plaintiff and Class members
17 may receive refunds or replacement orders through Defendants' website in spite of
18 Defendants' representation that customers will be refunded for mis-fulfilled
19 products or have such products replaced as well as Defendants' promise that
20 customers will receive orders placed on its website.

21 40. As a result, Defendants have breached their contract with Plaintiff and
22 Class members regarding their mis-fulfilled or overcharged orders and deprived
23 them of the ability to receive the full value of all purchases made within the Class
24 Period.

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28 ¹⁸ See <https://merligrego.com/search?s=MrBeast>, last accessed October 28, 2022.

1 **CLASS ACTION ALLEGATIONS**

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3 41. Plaintiff brings this action on behalf of herself and as a class action,
4 pursuant to the provisions of Rules 23(a) and (b)(3) of the Federal Rules of Civil
5 Procedure on behalf of a class defined as:

6 All consumers in the United States who purchased products from
7 Defendants' website that were either unfulfilled, fulfilled incorrectly,
8 or overcharged for their orders.

9 Excluded from the Class are Defendants and their subsidiaries and affiliates; all
10 persons who make a timely election to be excluded from the Class; governmental
11 entities; and the judge to whom this case is assigned and any immediate family
12 members thereof. Moreover, this Complaint does not assert, and is not intended to
13 assert, Class standing for personal injury claims, or any damages therefrom.

14 42. Plaintiff also brings this action on behalf of himself and as a class
15 action, pursuant to the provisions of Rules 23(a) and (b)(3) of the Federal Rules of
16 Civil Procedure on behalf of a subclass defined as:

17 All consumers in the State of Kentucky who purchased products from
18 Defendants' website that were either unfulfilled, fulfilled incorrectly,
19 or overcharged for their orders.

20 Excluded from the Subclass are Defendants and their subsidiaries and affiliates; all
21 persons who make a timely election to be excluded from the Subclass;
22 governmental entities; and the judge to whom this case is assigned and any
23 immediate family members thereof. Moreover, this Complaint does not assert, and
24 is not intended to assert, Subclass standing for personal injury claims, or any
25 damages therefrom.

26 43. Certification of Plaintiff's claims for classwide treatment is
27 appropriate because Plaintiff can prove the elements of their claims on a classwide
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1 basis using the same evidence as would be used to prove those elements in
2 individual actions alleging the same claims.

3 44. **Numerosity – Fed. R. Civ. P. 23(a)(1).** The members of the Class are
4 so numerous that individual joinder of all Class members is impracticable. The
5 precise number of Class members is unknown to Plaintiff but is believed to number
6 in at least the hundreds. Class members may be notified of the pendency of this
7 action by recognized, Court-approved notice dissemination methods, which may
8 include U.S. Mail, electronic mail, Internet postings, and/or published notice.

9 45. **Commonality and Predominance – Fed. R. Civ. P. 23(a)(2) and**
10 **23(b)(3).** This action involves common questions of law and fact, which
11 predominate over any questions affecting individual Class members. All Class and
12 Kentucky Subclass members have been subject to the same or substantially the
13 same false and misleading claims at the heart of this action with regard to
14 Defendants’ products. Furthermore, common questions of law and fact include, but
15 are not limited to:

16 a. Whether Defendants have been unjustly enriched as a result of
17 the conduct complained of herein;

18 b. Whether Defendants engaged in unfair, unconscionable, false,
19 misleading, and/or deceptive labeling, advertising, marketing and/or
20 promotion of its products;

21 c. Whether Defendants breached their contract with Plaintiff and
22 Class and Subclass members in incorrectly fulfilling their orders, failing to
23 fulfill their orders, or overcharging them for their orders;

24 d. Whether Defendants engaged in unfair or unconscionable, false,
25 misleading, or deceptive acts or practices in the conduct of any trade or
26 commerce;

1 e. Whether Plaintiff and the other members of the Class and
2 Subclass are entitled to actual, statutory, or other forms of damages, and
3 other monetary relief and, if so, in what amount; and

4 f. Whether Plaintiff and the other members of the Class and
5 Subclass are entitled to equitable relief, including but not limited to
6 restitution.

7 46. **Typicality – Fed. R. Civ. P. 23(a)(3).** Plaintiff’s claims are typical of
8 the claims of the other members of the Class because, among other things, all Class
9 members were comparably injured through the uniform misconduct described
10 above, were subject to Defendants’ unfair, false, misleading, and/or deceptive
11 claims with regard to its products.

12 47. **Adequacy of Representation – Fed. R. Civ. P. 23(a)(4).** Plaintiff is
13 an adequate Class representative because her interests do not conflict with the
14 interests of the other members of the Class she seeks to represent; she has retained
15 counsel competent and experienced in complex class action litigation; and Plaintiff
16 intends to prosecute this action vigorously. The Class’ interests will be fairly and
17 adequately protected by Plaintiff and her counsel.

18 48. **Superiority – Fed. R. Civ. P. 23(b)(3).** A class action is superior to
19 any other available means for the fair and efficient adjudication of this controversy,
20 and no unusual difficulties are likely to be encountered in the management of this
21 class action. The damages or other financial detriment suffered by Plaintiff and the
22 other members of the Class are relatively small compared to the burden and
23 expense that would be required to individually litigate their claims against
24 Defendant, so it would be impracticable for Class members to individually seek
25 redress for Defendants’ wrongful conduct. Even if the Class members could afford
26 individual litigation, the court system could not. Individualized litigation creates a
27 potential for inconsistent or contradictory judgments, and increases the delay and
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1 expense to all parties and the court system. By contrast, the class action device
2 presents far fewer management difficulties, and provides the benefits of single
3 adjudication, economies of scale, and comprehensive supervision by a single court.

4 **CLAIMS FOR RELIEF**

5 **FIRST CLAIM FOR RELIEF**

6 **Breach of Contract**

7 **(Individually and on Behalf of the Class and Subclass)**

8 49. Plaintiff incorporates each of the foregoing allegations from
9 paragraphs 1 to 48 as if fully set forth herein.

10 50. Defendants sold products in its regular course of business. Plaintiff
11 and Class and Subclass members purchased the products from Defendants which
12 were either not sent to members of the Class, were sent not as ordered (and not
13 permitted to be returned), or were overcharged (inclusive of tax and shipping) for
14 those products.

15 51. Defendants routinely engage in the manufacture, distribution, and/or
16 sale of these products and as merchants that deal in such goods or otherwise holds
17 themselves out as having knowledge or skill particular to the practices and goods
18 involved.

19 52. However, the products sold were not sold as advertised, delivered to
20 Plaintiff and/or Class or Subclass members, or were charged by Defendants or
21 Defendants' agents in excess of the price (inclusive of tax and shipping) quoted by
22 Defendants or Defendants' agents.

23 53. As a direct and proximate result of Defendants' conduct, Plaintiff and
24 Members of the Class and Subclass were injured because they paid money for
25 products that either did not conform to their order or which they did not receive.

26 54. Defendants' breach of contract has caused Plaintiff and Class and
27 Subclass members to suffer injuries, paying excessively products, and entering into
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1 transactions they otherwise would not have entered into for the consideration paid.
2 As a direct and proximate result of Defendants' breach of contract, Plaintiff and
3 Class and Subclass members have suffered damages and continue to suffer
4 damages, including economic damages in terms of the difference between the
5 value of the product as promised and the value of the product as delivered.

6 55. As a result of Defendants' breach of contract, Plaintiff and Class and
7 Subclass members are entitled to legal and equitable relief including damages,
8 costs, attorneys' fees, rescission, and/or other relief as deemed appropriate, in an
9 amount sufficient to compensate them for not receiving the benefit of their bargain.

10 **SECOND CLAIM FOR RELIEF**

11 **The Kentucky Consumer Protection Act, Ky. Rev. Stat. §367.110, *et seq.***
12 **(Individually and On Behalf of the Kentucky Subclass)**

13 56. Plaintiff incorporates each of the foregoing allegations from
14 paragraphs 1 to 48 as if fully set forth herein.

15 57. Defendants' conduct, as alleged herein, constitute "Unfair, false,
16 misleading, or deceptive acts or practices in the conduct of any trade or commerce"
17 within the scope of Ky. Rev. Stat. §367.170.

18 58. Plaintiff and the other members of the Class have been injured by
19 Defendants' unfair, false, misleading, or deceptive methods, acts, or practices in
20 conjunction with the marketing and sale of their products.

21 59. Pursuant to Ky. Rev. Stat. §367.220, Plaintiff and each of the other
22 members of the Kentucky Subclass are entitled to recover actual damages, plus
23 their reasonable attorneys' fees and the costs, including notice costs, and any other
24 relief the Court deems proper, for this action.

25 60. Plaintiff and the other members of the Kentucky Subclass are also
26 entitled to injunctive relief in the form of an order directing Defendants to cease
27 their false and misleading labeling and advertising, audit its sales practices, and
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1 ensure that all customer complaints regarding the failure to deliver, sell as
2 warranted, or charge as advertised for products shall be corrected.

3
4 **THIRD CLAIM FOR RELIEF**

5 **Unjust Enrichment**

6 **(Individually and on Behalf of the Class and Subclass)**

7 61. Plaintiff incorporates each of the foregoing allegations from
8 paragraphs 1 to 48 as if fully set forth herein.

9 62. Plaintiff and the other Class members conferred a benefit upon
10 Defendants, in the form of the monies paid to Defendants for products that were
11 either not sent to Plaintiff and/or Class members, did not conform to the orders
12 placed by Plaintiff and/or Class members, or were overcharged from the amounts
13 listed (inclusive of taxes and shipping) on Defendants' website.

14 63. Defendants have an appreciation or knowledge of the excess prices
15 paid for the products by Plaintiff and the other members of the Class.

16 64. Defendants' acceptance or retention of these benefits is inequitable
17 under the circumstances as outlined above.

18 65. Plaintiff, on behalf of herself and the other members of the Class, seek
19 restitution or, in the alternative, imposition of a constructive trust on the funds
20 inequitably received and retained.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff, individually and on behalf of the other members of
23 the Class proposed in this Complaint, respectfully request that the Court order the
24 following relief:

- 25 A. An Order certifying the Class and Subclass as requested herein;
26 B. An Order awarding restitution and disgorgement of Defendants'
27 revenues to Plaintiff and the other members of the proposed Class and
28 Subclass;

- 1 C. An Order awarding equitable relief, including: enjoining Defendants
2 from continuing the unlawful false advertising practices as set forth
3 herein, directing Defendants to reimburse all members of the Class
4 and Subclass for their unfulfilled, misfulfilled, or overcharged
5 products, directing Defendants to engage in a corrective advertising
6 campaign, directing Defendants to identify, with Court supervision,
7 victims of its conduct and pay them restitution, and disgorgement of
8 all monies acquired by Defendants by means of any act or practice
9 declared by this Court to be wrongful;
- 10 D. An order awarding actual damages and punitive damages as allowable
11 by law;
- 12 E. An Order awarding attorneys' fees and costs to Plaintiff and the other
13 members of the Class; and
- 14 E. Such other and further relief as may be just and proper.

15 **JURY DEMAND**

16 Pursuant to Fed. R. Civ. P. 38(b), Plaintiff demands a trial by jury of all
17 claims in this Complaint so triable.

18 DATED: November 8, 2022

19 By: /s/ Rachele R. Byrd

20 BETSY C. MANIFOLD (182450)
21 RACHELE R. BYRD (190634)
22 ALEX TRAMONTANO (276666)
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This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [MrBeast Online Store Plagued By Problems, Class Action Lawsuit Says](#)
