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Counsel for Plaintiffs and the Proposed Classes

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

JEWEL RANKINS and DARREN WONG,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

OLD LYME GOURMET COMPANY (d/b/a
DEEP RIVER SNACKS),

Defendant.

Case No. 1:20-cv-1756-ENV-TAM

**AMENDED
CLASS ACTION COMPLAINT**

JURY TRIAL DEMANDED

Plaintiffs Jewel Rankins (“Rankins”) and Darren Wong (“Wong”) (collectively “Plaintiffs”), individually and on behalf of all others similarly situated (the “Class,” as defined below), bring this Class Action Complaint against Old Lyme Gourmet Company, doing business as Deep River Snacks (“Defendant”), and allege the following based upon Plaintiffs’ own personal knowledge and the investigation of Plaintiffs’ counsel. Plaintiffs believe substantial evidentiary support exists for the allegations set forth herein and seek a reasonable opportunity for discovery.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to the Class Action Fairness Act of 2005, Pub. L. No. 109-2, 119 Stat. 4 (codified in scattered sections of Title 28 of the *United States Code*), under 28 U.S.C. § 1332(d) because the aggregated claims of the individual Class members exceed the sum or value of \$5,000,000, exclusive of interest and costs, and both Plaintiffs and other members of the putative Class are citizens of States different from Defendant. Furthermore, Plaintiffs allege “the number of members of all proposed plaintiffs classes in the aggregate” is greater than 100. *See* 28 U.S.C. § 1332(d)(5)(B).

2. This Court has personal jurisdiction over Defendant for reasons including but not limited to the following: Plaintiffs’ claims arise out of Defendant’s conduct within this jurisdiction, including Defendant’s placement of deceptive “Non GMO Ingredients” seal of approval representations on the labels of the products at issue, upon which Plaintiffs relied when they purchased the products.

3. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiffs’ claims occurred in this District, including Plaintiffs’ purchase of Defendant’s products in this District based on Defendant’s deceptive “Non GMO Ingredients” representations.

SUBSTANTIVE ALLEGATIONS

4. This is a proposed class action against Defendant Old Lyme Gourmet Company, doing business as Deep River Snacks, for misleading consumers about Defendant’s products that bear the following “Non GMO Ingredients” certificate of approval (“Seal”) on the packaging (collectively, the “Products”) that appears to be that of an independent third party, when it in fact is not:



5. This false and misleading Seal currently appears on the following of Defendant’s Products:







6. In recent years, consumers have become significantly more aware of, and sensitive to, products that have been approved by independent third parties, and they buy those products based upon the seals of the independent third parties.

7. Additionally, consumers have become significantly more aware of, and sensitive to, genetically modified organisms (“GMOs”) in their food. Many consumers want to avoid GMOs for a variety of reasons, including, but not limited to, GMOs’ possible negative impact on the environment. As a result, many consumers try to buy products that are not derived from GMOs, and a movement has developed demanding consumer products that have non-GMO ingredients.

8. In an attempt to meet consumers’ demand for non-GMO products, an industry of independent, third-party validation companies has developed. These independent companies review the ingredients in products and assure consumers with their seal that the products do not contain GMOs and do not come from animals fed GMO food. Thus, obtaining the approval from an independent third party allows companies to obtain an advantage in the marketplace over their

competitors, in order to sell more products and charge higher prices.

9. Recognizing the value of independent certification in the marketplace, the Federal Trade Commission (“FTC”) has warned companies against making representations involving independent certification because they are misleading to consumers and has issued guidelines for companies to follow in order not to deceive consumers. *See* 16 C.F.R. § 260.1. As stated in the FTC guidelines against deceptive marketing regarding “Certifications and Seals of Approval”:

It is deceptive to misrepresent, directly or by implication, that a product, package, or service has been endorsed or certified by an independent third party.

16 C.F.R. § 260.6(a) (emphasis added).

10. In violation of these principles, Defendant has represented to consumers that several of the products it sells have been verified by an independent third party as not containing GMO ingredients, by affixing a Non GMO Ingredients Seal on the Products.

11. Unfortunately for consumers, the Non GMO Ingredients representations by Defendant are false and misleading. Based upon counsel’s investigation, the truth is that the Non GMO Ingredients Seal is not a designation bestowed by a non-profit group, or even a neutral third party, ***but instead is the work of Defendant itself.*** In other words, the Non GMO Ingredients Seal of approval is nothing more than Defendant touting its own Products.

12. In developing the Non GMO Ingredients seal, Defendant intentionally mimicked the appearance of an independent verifier’s seal, such as the seal of the Non-GMO Project.

13. The Non-GMO Project, headquartered in Bellingham, Washington, is a not-for-profit organization founded in 2007 that bases its work upon a “rigorous scientific foundation and world-class technical support.” *See History*, WWW.NONGMOPROJECT.ORG (2016), <https://www.nongmoproject.org/about/history/>. The Non-GMO Project works with the Global ID Group, which are “the world leaders in non-GMO testing, certification, and consulting.” *Id.*

14. The Non-GMO Project runs the Product Verification Program, which verifies that products are not derived from GMO crops and verifies that milk and meat are not derived from animals that were fed GMO crops. The Non-GMO Project’s Product Verification Program is

widely recognized and has more than 3,000 verified brands, representing over 43,000 products and more than \$19.2 billion in sales. *Id.*

15. If a company's product meets the Non-GMO Project standard, the product receives a seal of approval that it may place on the front of the product packaging. *See* Image 1.

16. Looking to profit off consumer desire for independently validated products, Defendant has created a deceptive Non GMO Ingredients Seal of approval label that mimics the Non-GMO Project seal. *See* Image 2.



Image 1



Image 2

17. As seen below, both of these seals are used prominently to market food, indicating to consumers that the products have been validated by independent parties as being free of GMOs:





18. Moreover, ingredients that constitute many of the Products are derived from GMOs. For example, Defendant's Products that contain dairy come from cows fed GMO grains. This violates the Non-GMO Project standard, which *does not allow for its seal of approval to be placed on dairy-based products that could be from animals fed GMO feed*. See *Animal-Derived Ingredients*, www.nongmoproject.org (2016), <https://www.nongmoproject.org/high-risk/animal-derived-ingredients/>.

19. Defendant avoids the Non-GMO Project's feed standard by using their own, self-created Non GMO Ingredients Seal, thereby creating confusion and deceiving consumers. Defendant's own "standard" allows for the use of GMO feed for dairy animals. The Non-GMO Project's independent standard does not.

20. As a result of this deceptive label, consumers paid a significant premium to

purchase non-GMO Products to avoid the well-known health and environmental risks associated with GMO products. Consequently, for the reasons given above, consumers did not receive the benefit of the bargain when they purchased the Products.

21. Plaintiffs brings this suit to now end Defendant's deceptive practice and to recover the ill-gotten gains obtained by Defendant through this deception.

PARTIES

Plaintiff Rankins

22. Plaintiff Jewel Rankins is an adult resident of Brooklyn, New York.

23. Plaintiff Rankins purchased Defendant's Aged Cheddar Horseradish Product containing the Non GMO Ingredients Seal in the Winter of 2018 from a Stop and Shop store on Atlantic Avenue in Brooklyn, New York.

24. When given a choice between comparable products, Plaintiff Rankins purposefully chooses non-GMO products when making purchasing decisions and relies on packaging representations to determine if products are certified as non-GMO by an independent, third-party verifier.

25. The packing of the Product that Plaintiff Rankins purchased contained the Non GMO Ingredients Seal.

26. Plaintiff Rankins saw and read the Non GMO Ingredients Seal prior to purchasing the Product.

27. Plaintiff Rankins believed the Product Plaintiff Rankins bought was verified to be non-GMO by an independent third-party verifier. Plaintiff Rankins relied on the Non GMO Ingredients Seal in making Plaintiffs' purchase decisions and would not have purchased the Product had Plaintiff Rankins known the Non GMO Ingredients representation was deceptive because the Product were not in fact verified by an independent third party.

28. The Product that Plaintiff Rankins received was not in fact verified by an independent third party and did not meet the standards of independent third-party verification companies such as the Non-GMO Project.

29. Had Defendant not labeled the Products using the false and misleading Non GMO Ingredients representation, Plaintiff Rankins would not have been willing to buy the Products at all, or pay the same amount for the Products, and, consequently, would not have been willing to purchase the Products.

30. Plaintiff Rankins purchased more of, or paid more for, the Products than Plaintiff Rankins would have had Plaintiff Rankins known the truth about the Products.

31. The Products Plaintiff Rankins received were worth less than the Products for which Plaintiff Rankins paid. Plaintiff Rankins was injured in fact and lost money as a result of Defendant's improper conduct.

32. Plaintiff Rankins is likely to encounter the Products, including the Non GMO Ingredients Fake Seal, again on routine trips to the local grocery store, since Defendant continue to market and sell the Products.

33. If Plaintiff Rankins knew the Product labels, including the Non GMO Ingredients Seal, were truthful and non-misleading, Plaintiff Rankins would continue to purchase the Products in the future. At present, however, Plaintiff Rankins cannot be confident that the labeling of the Products is, and will be, truthful and non-misleading.

Plaintiff Wong

34. Plaintiff Darren Wong is an adult resident of San Francisco, California.

35. Plaintiff Wong purchased Defendant's Cheddar Horseradish and Sour Cream and Onion Products containing the Non GMO Ingredients Seal from approximately October 2019 to March 2020 in San Francisco.

36. When given a choice between comparable products, Plaintiff Wong purposefully chooses non-GMO products when making purchasing decisions and relies on packaging representations to determine if products are certified as non-GMO by an independent, third-party verifier.

37. The packing of the Product that Plaintiff Wong purchased contained the Non GMO Ingredients Seal.

38. Plaintiff Wong saw and read the Non GMO Ingredients Seal prior to purchasing the Product.

39. Plaintiff Wong believed the Product Plaintiff Wong bought was verified to be non-GMO by an independent third-party verifier. Plaintiff Wong relied on the Non GMO Ingredients Seal in making Plaintiff Wong's purchase decisions and would not have purchased the Product had Plaintiff Wong known the Non GMO Ingredients representation was deceptive because the Product were not in fact verified by an independent third party.

40. The Product that Plaintiff Wong received was not in fact verified by an independent third party and did not meet the standards of independent third-party verification companies such as the Non-GMO Project.

41. Had Defendant not labeled the Products using the false and misleading Non GMO Ingredients representation, Plaintiff Wong would not have been willing to buy the Products at all, or pay the same amount for the Products, and, consequently, would not have been willing to purchase the Products.

42. Plaintiff Wong purchased more of, or paid more for, the Products than Plaintiff Wong would have had Plaintiff Wong known the truth about the Products.

43. The Products Plaintiff Wong received were worth less than the Products for which Plaintiff Wong paid. Plaintiff Wong was injured in fact and lost money as a result of Defendant's improper conduct.

44. Plaintiff Wong is likely to encounter the Products, including the Non GMO Ingredients Fake Seal, again on routine trips to the local grocery store, since Defendant continue to market and sell the Products.

45. If Plaintiff Wong knew the Product labels, including the Non GMO Ingredients Seal, were truthful and non-misleading, Plaintiff Wong would continue to purchase the Products in the future. At present, however, Plaintiff Wong cannot be confident that the labeling of the Products is, and will be, truthful and non-misleading.

Defendant Old Lyme Gourmet Company

46. Defendant Old Lyme Gourmet Company, doing business as Deep River Snacks, is a corporation organized under the laws of Connecticut.

47. Old Lyme Gourmet Company's headquarters are located at 16 Grove Street, Deep River, Connecticut 06417.

48. Old Lyme Gourmet Company is a wholly-owned subsidiary of Arca Continental S.A.B. de C.V., a Mexican corporation. Following the inception of this lawsuit, Old Lyme was merged with and into Wise Foods, a subsidiary of Arca.

RULE 9(b) ALLEGATIONS

49. Federal Rule of Civil Procedure 9(b) provides that “[i]n alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake.” FED. R. CIV. P. 9(b). To the extent necessary, as detailed in the paragraphs above and below, Plaintiffs has satisfied the requirements of Rule 9(b) by establishing the following elements with sufficient particularity:

50. WHO: Defendant made material misrepresentations and omissions of fact in the labeling, packaging, and marketing of the Products.

51. WHAT: Defendant made material misrepresentations and omissions by affixing the Non GMO Ingredients Seal of approval to lead consumers to believe the Products have been certified as not having GMO ingredients by a third party rather than Defendant themselves. However, the Non GMO Ingredients Seal in question is not a designation bestowed by a neutral third party, but instead is the creation of Defendant. Defendant intentionally mimicked the seal of a neutral third-party verifier to tout their own Products.

52. WHEN: Defendant made the material misrepresentations and omissions detailed herein continuously throughout the applicable limitations period.

53. WHERE: Defendant's material misrepresentations and omissions were made, *inter alia*, on the labeling and packaging of the Products.

54. HOW: Defendant made written misrepresentations and failed to disclose material

facts on the labeling and packaging of the Products, as detailed herein.

55. WHY: Defendant engaged in the material misrepresentations and omissions detailed herein for the express purpose of inducing Plaintiffs and other reasonable consumers to purchase and/or pay a premium for the Products. Defendant profited by selling the Products to millions of unsuspecting consumers nationwide, capitalizing on the growing demand for certified non-GMO products.

CLASS ALLEGATIONS

56. Plaintiffs bring this action on behalf of the following Nationwide Class pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure:

The Nationwide Class. All persons in the United States who purchased any of Defendant's Products bearing the Non GMO Ingredients seal on the label within the applicable limitations period.

Excluded from the Class are: (a) Defendant, Defendant's board members, executive-level officers, and attorneys, and immediately family members of any of the foregoing persons; (b) governmental entities; (c) the Court, the Court's immediate family, and the Court staff; and (d) any person that timely and properly excludes himself or herself from the Class in accordance with Court-approved procedures

57. Plaintiffs reserve the right to alter the Class definitions as Plaintiffs deem necessary at any time to the full extent that the Federal Rules of Civil Procedure, the Local Rules of this District, and applicable precedent allow.

58. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of Plaintiffs' claims on a class-wide basis using the same evidence as individual Class members would use to prove those elements in individual actions alleging the same claims.

Numerosity—Rule 23(a)(1)

59. Based on the annual sales of the Products and the popularity of the Products, it is readily apparent that the number of consumers in the Class is so numerous that the individual joinder of all of its members is impracticable, if not impossible. Due to the nature of the trade and commerce involved, Plaintiffs believe the total number of Class members is in the thousands and

that members of the Class are geographically dispersed across the United States. While the exact number and identities of the Class members are unknown at this time, such information can be ascertained through appropriate investigation and discovery.

Commonality and Predominance—Rule 23(a)(2) and (b)(3)

60. Common questions of law and fact exist as to all members of the Class, and these common questions predominate over any questions affecting only individual members of the Class.

61. The common legal and factual questions, which do not vary from Class member to Class member, and which may be determined without reference to the individual circumstances of any Class member include, but are not limited to, the following:

- (a) whether Defendant labeled, marketed, advertised, and/or sold the Products to Plaintiffs and those similarly situated using false, misleading, and/or deceptive statements or representations;
- (b) whether Defendant misrepresented material facts in connection with the sales of the Products;
- (c) whether Defendant participated in and pursued the common course of conduct complained of herein;
- (d) whether Defendant's labeling, marketing, advertising, and/or selling of the Products with a Non GMO Ingredients Seal on the label constitute an unfair or deceptive consumer sales practice; and
- (e) whether Defendant were unjustly enriched.

Typicality—Rule 23(a)(3)

62. Plaintiffs' claims are typical of those of the Class because Plaintiffs, like all members of the Class, purchased a Product bearing the Non GMO Ingredients Seal in a typical consumer setting and sustained damages from Defendant's wrongful conduct. The claims of the members of the class arise from the same course of conduct by Defendant, and the relief sought is common to Plaintiffs and the Class members.

63. Furthermore, there are no defenses available to Defendant that are unique to Plaintiffs.

Adequacy of Representation—Rule 23(a)(4)

64. Plaintiffs will fairly and adequately protect the interests of the members of the Class. Plaintiffs have no interests that conflict with those of the Class.

65. Plaintiffs have retained counsel competent and experienced in litigating complex class actions. Undersigned counsel have represented consumers in a wide variety of actions where they have sought to protect consumers from fraudulent and deceptive business practices.

Superiority—Rule 23(b)(3)

66. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Individual joinder of all members of the Class is impracticable. Even if individual members of the Class had the resources to pursue individual litigation, it would be unduly burdensome to the courts in which the individual litigation would proceed. Individual litigation magnifies the delay and expense to all parties in the court system of resolving the controversies engendered by Defendant's common course of conduct. The class action device allows a single court to provide the benefits of unitary adjudication, judicial economy, and the fair and efficient handling of all Class members' claims in a single forum. The conduct of this action as a class action conserves the resources of the parties and of the judicial system and protects the rights of the Class. Furthermore, for many, if not most, a class action is the only feasible mechanism that allows an opportunity for legal redress and justice. Furthermore, given the large number of consumers of the Products, allowing individual actions to proceed in lieu of a class action would run the risk of yielding inconsistent and conflicting adjudications.

Declaratory and Injunctive Relief—Rule 23(b)(2)

67. This action is maintainable as a class action under Rule 23(b)(2) because Defendant have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief respecting the Class as a whole.

Notice

68. Plaintiffs and Plaintiffs' counsel anticipate that notice to the proposed Class will be effectuated through recognized, Court-approved notice dissemination methods, which may include United States mail, electronic mail, Internet postings, and/or published notice.

CLAIMS

FIRST CAUSE OF ACTION VIOLATION OF STATE CONSUMER PROTECTION STATUTES (On Behalf of Plaintiffs and All Class Members)

69. Plaintiffs repeat and reallege each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

70. Plaintiffs and Nationwide Class Members have been injured as a result of Defendant's violations of the following state consumer protection statutes, which also provide a basis for redress to Plaintiffs and Nationwide Class Members based on Defendant's fraudulent, deceptive, unfair and unconscionable acts, practices and conduct.

71. Defendant's conduct as alleged herein violates the consumer protection, unfair trade practices and deceptive acts laws of each of the following jurisdictions:

- a. **Alaska:** Defendant's practices were and are in violation of Alaska's Unfair Trade Practices and Consumer Protection Act, Alaska Stat. § 45.50.471, *et seq.*
- b. **Arizona:** Defendant's practices were and are in violation of Arizona's Consumer Fraud Act, Ariz. Rev. Stat. Ann. §§ 44-1521, *et seq.*
- c. **Arkansas:** Defendant's practices were and are in violation of Arkansas Code Ann. § 4-88-101, *et seq.*
- d. **California:** Defendant's practices were and are in violation of California Consumer Legal Remedies Act, Civil Code § 1750, *et seq.*, and California's Unfair Competition Law, California Business and Professions Code § 17200, *et seq.*, and California's False Advertising Law, California Business and Professions Code § 17500, *et seq.*
- e. **Colorado:** Defendant's practices were and are in violation of Colorado's Consumer Protection Act, Colo. Rev. Stat. §§ 61-1-101, *et seq.*
- f. **Connecticut:** Defendant's practices were and are in violation of Connecticut's Gen. Stat. § 42-110a, *et seq.*

g. **Delaware:** Defendant's practices were and are in violation of Delaware's Consumer Fraud Act, Del. Code Ann. tit. 6, § 2511, *et seq.* and the Deceptive Trade Practices Act, Del. Code Ann. tit. 6, § 2531, *et seq.*

h. **District of Columbia:** Defendant's practices were and are in violation of the District of Columbia's Consumer Protection Act, D.C. Code § 28-3901, *et seq.*

i. **Florida:** Defendant's practices were and are in violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann. § 501.201, *et seq.*

j. **Hawaii:** Defendant's practices were and are in violation of the Hawaii's Uniform Deceptive Trade Practices Act, Haw. Rev. Stat. § 481A-1, *et seq.* and Haw. Rev. Stat. § 480-2.

k. **Idaho:** Defendant's practices were and are in violation of Idaho's Consumer Protection Act, Idaho Code Ann. § 48-601, *et seq.*

l. **Illinois:** Defendant's acts and practices were and are in violation of Illinois' Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. 505/2; and Uniform Deceptive Trade Practices Act, 815 Ill. Comp. Stat. 510/2.

m. **Indiana:** Defendant's practices were and are in violation of Indiana's Deceptive Consumer Sales Act, Ind. Code Ann. § 24-5-0.5-1, *et seq.*

n. **Kansas:** Defendant's practices were and are in violation of Kansas's Consumer Protection Act, Kat. Stat. Ann. § 50-623, *et seq.*

o. **Kentucky:** Defendant's practices were and are in violation of Kentucky's Consumer Protection Act, Ky. Rev. Stat. Ann. § 367.110, *et seq.*

p. **Maine:** Defendant's practices were and are in violation of the Maine Unfair Trade Practices Act, 5 Me. Rev. Stat. Ann. Tit. 5, § 205-A, *et seq.* and 10 Me. Rev. Stat. Ann. § 1101, *et seq.*

q. **Maryland:** Defendant's practices were and are in violation of Maryland's Consumer Protection Act, Md. Code Ann. Com. Law § 13-101, *et seq.*

r. **Massachusetts:** Defendant's practices were unfair and deceptive acts and practices in violation of Massachusetts' Consumer Protection Act, Mass. Gen. Laws ch. 93A, § 2.

s. **Michigan:** Defendant's practices were and are in violation of Michigan's Consumer Protection Act, Mich. Comp. Laws Ann. § 445.901, *et seq.*

t. **Minnesota:** Defendant's practices were and are in violation of Minnesota's Prevention of Consumer Fraud Act, Minn. Stat. § 325F.68, *et seq.* and the Unlawful Trade Practices law, Minn. Stat. § 325D.09, *et seq.*

u. **Missouri:** Defendant's practices were and are in violation of Missouri's Merchandising Practices Act, Mo. Rev. Stat. § 407.010, *et seq.*

v. **Nebraska:** Defendant's practices were and are in violation of Nebraska's Consumer Protection Act, Neb. Rev. Stat. § 59-1601, *et seq.* and the Uniform Deceptive Trade Practices Act, § 87-302, *et seq.*

w. **Nevada:** Defendant's practices were and are in violation of Nevada's Deceptive Trade Practices Act, Nev. Rev. Stat. Ann. §§ 598.0903 and 41.600.

x. **New Hampshire:** Defendant's practices were and are in violation of New Hampshire's Regulation of Business Practices for Consumer Protection, N.H. Rev. Stat. Ann. § 358-A:1, *et seq.*

y. **New Jersey:** Defendant's practices were and are in violation of New Jersey's Consumer Fraud Act, N.J. Stat. Ann. § 56:8-1, *et seq.*

z. **New Mexico:** Defendant's practices were and are in violation of New Mexico's Unfair Practices Act, N.M. Stat. Ann. § 57-12-1, *et seq.*

aa. **New York:** Defendant's practices were and are in violation of New York General Business Law § 349 and § 350

bb. **North Carolina:** Defendant's practices were and are in violation of North Carolina's Unfair Deceptive Trade Practices Act, N.C. Gen. Stat. Ann. § 75-1, *et seq.*

cc. **North Dakota:** Defendant's practices were and are in violation of North Dakota's Unlawful Sales or Advertising Practices law, N.D. Cent. Code § 51-15-01, *et seq.*

dd. **Ohio:** Defendant's practices were and are in violation of Ohio's Consumer Sales Practices Act, Ohio Rev. Code Ann. § 1345.01, *et seq.* and Ohio's Deceptive Trade Practices Act. Ohio Rev. Code Ann. § 4165.01, *et seq.*

ee. **Oklahoma:** Defendant's practices were and are in violation of Oklahoma's Consumer Protection Act, Okla. Stat. Ann. tit. 15 § 751, *et seq.*,

and Oklahoma's Deceptive Trade Practices Act, Okla. Stat. Ann. tit. 78 § 51, *et seq.*

ff. **Oregon:** Defendant's practices were and are in violation of Oregon's Unlawful Trade Practices law, Or. Rev. Stat. § 646.605, *et seq.*

gg. **Pennsylvania:** Defendant's practices were and are in violation of Pennsylvania's Unfair Trade Practice and Consumer Protection Law, 73 Pa. Stat. Ann. § 201-1, *et seq.*

hh. **Rhode Island:** Defendant's practices were and are in violation of Rhode Island's Deceptive Trade Practices Act, R.I. Gen. Laws § 6-13.1-1, *et seq.*

ii. **South Dakota:** Defendant's practices were and are in violation of South Dakota's Deceptive Trade Practices and Consumer Protection Act, S.D. Codified Laws § 37-24-1, *et seq.*

jj. **Texas:** Defendant's practices were and are in violation of Texas' Deceptive Trade Practices Consumer Protection Act, Tex. Bus. & Com. Code Ann. § 17.41, *et seq.*

kk. **Utah:** Defendant's practices were and are in violation of Utah's Consumer Sales Practices Act, Utah Code Ann. § 13-11-1, *et seq.*, and Utah's Truth in Advertising Law, Utah Code Ann. § 13-11a-1, *et seq.*

ll. **Vermont:** Defendant's practices were and are in violation of Vermont's Consumer Fraud Act, Vt. Stat. Ann. tit. 9 § 2451, *et seq.*

mm. **Washington:** Defendant's practices were and are in violation of Washington Consumer Protection Act, Wash. Rev. Code Ann. § 19.86, *et seq.*

nn. **West Virginia:** Defendant's practices were and are in violation of West Virginia's Consumer Credit and Protection Act, W. Va. Code § 46A-6-101, *et seq.*

oo. **Wisconsin:** Defendant's practices were and are in violation of Wisconsin's Consumer Act, Wis. Stat. §421.101, *et seq.*

pp. **Wyoming:** Defendant's practices were and are in violation of Wyoming's Consumer Protection Act, Wyo. Stat. Ann. §40-12-101, *et seq.*

72. Defendant violated the aforementioned states' unfair and deceptive acts and practices laws by representing that the Products were verified by an independent third-party.

73. Contrary to Defendant's representations, the Products were not verified by an

independent third-party.

74. Defendant's misrepresentations were material to Plaintiffs' and Nationwide Class Members' decision to pay a premium for the Products.

75. Defendant made the untrue and misleading statements and representations willfully, wantonly, and with reckless disregard for the truth.

76. As a result of Defendant's violations of the aforementioned states' unfair and deceptive practices laws, Plaintiffs and the Nationwide Class Members paid a premium for the Products.

77. As a result of Defendant's violations, Defendant has been unjustly enriched.

SECOND CAUSE OF ACTION
FRAUD UNDER CONNECTICUT COMMON LAW
(On Behalf of Plaintiffs and All Class Members)

78. Plaintiffs repeat and reallege each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

79. As discussed above, Defendant provides Plaintiffs and the Nationwide Class members with false or misleading material information and fails to disclose material facts about the Products, including, but not limited to the Fake Seal. These misrepresentations and omissions are made with knowledge of their falsehood.

80. The misrepresentations and omissions made by Defendant, upon which Plaintiffs and the Nationwide Class members reasonably and justifiably relied, are intended to induce and actually induce Plaintiffs and the Nationwide Class members to purchase the Products.

81. The gravamen, focus, and center of activity of Defendant's fraudulent actions occurred in Connecticut.

82. The fraudulent actions of Defendant caused damage to Plaintiffs and the Nationwide Class members, who are entitled to damages and other legal and equitable relief as a result.

83. As a result of Defendant's wrongful conduct, Plaintiffs and the Nationwide Class members have suffered and continue to suffer economic losses and other general and specific damages, including amounts paid for the Products and any interest that would have been accrued on these monies, all in the amount to be determined at trial.

84. Therefore, Plaintiffs pray for relief as set forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the members of the Class, respectfully requests the Court to enter an Order:

A. certifying the proposed Class under Federal Rule of Civil Procedure 23(a), (b)(2), and (b)(3), as set forth above;

B. declaring that Defendant is financially responsible for notifying the Class members of the pendency of this suit;

C. declaring that Defendant has committed the violations of law alleged herein;

D. awarding monetary damages, including but not limited to any compensatory, incidental, or consequential damages in an amount that the Court or jury will determine, in accordance with applicable law;

E. providing for any and all equitable monetary relief the Court deems appropriate;

F. awarding punitive or exemplary damages in accordance with proof and in an amount consistent with applicable precedent;

G. awarding Plaintiffs their reasonable costs and expenses of suit, including attorneys' fees;

H. awarding pre- and post-judgment interest to the extent the law allows; and

I. providing such further relief as this Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiffs hereby demand a trial by jury of all claims and causes of action so triable in this lawsuit.

Dated: December 9, 2024

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Court-Appointed Class Counsel