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9 UNITED STATES DISTRICT COURT  
10  
11 CENTRAL DISTRICT OF CALIFORNIA

12 SUSAN GRACE STOKES,  
13 Individually and On Behalf of  
14 Herself and All Others Similarly  
Situated,

15  
16 Plaintiff,

17 v.

18 SENSEA PRODUCTS, LLC; and  
19 DOES 1-10, Inclusive,

20 Defendants.  
21

Case No. :

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiff Susan Grace Stokes, individually and on behalf of all others  
2 similarly situated, alleges the following on information and belief:

3  
4 **I. INTRODUCTION**

5 1. Sensa is a line of weight loss products marketed to the public as a  
6 way of losing weight without dieting. The Sensa product is a is a crystalline  
7 substance (“Sensa Products”) that consumers are instructed to sprinkle on their  
8 food and which will cause them to lose weight. Sensa is marketed to the public  
9 through a variety of means, including television, radio, and print media. It is  
10 also marketed on-site in stores. Over and over, the public is told that Sensa  
11 Products provide significant and proven weight loss benefits, including “Without  
12 Dieting.”<sup>1</sup> Sadly, defendant’s claims are not true. Use of Sensa Products  
13 without dieting or lifestyle changes does not lead to weight loss. Recently,  
14 defendant had to pay \$26.5 million to FTC in 2014 to settle charges over the  
15 Sensa Products.  
16  
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19

20 2. Plaintiff brings this class action lawsuit to enjoin the ongoing  
21 deception of thousands of Florida consumers by Defendant, and to recover the  
22 money taken by this unlawful practice.  
23  
24

25 **II. THE PARTIES**

26 3. Plaintiff Susan Grace Stokes is a citizen of Florida and purchased  
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<sup>1</sup> See [www.sensa.com](http://www.sensa.com) (last visited May 19, 2014)

1 and used Defendant's Sensa Products in from 2009 - 2013. Plaintiff spent  
2 approximately \$5,000 on Sensa products. Plaintiff was exposed to and relied on  
3 Defendant's representations regarding the weight loss efficacy of the Sensa  
4 Products, as detailed herein, and but for those representations, Plaintiff would  
5 not have purchased the Sensa Products. The Sensa Products do not provide the  
6 promised benefits. Had Plaintiff known the truth about Defendant's product at  
7 the time of her purchase, she would not have purchased the Sensa Products. By  
8 purchasing the falsely advertised Sensa Products, Plaintiff suffered injury-in-fact  
9 and lost money.  
10  
11  
12

13 4. Sensa Products, LLC is a Delaware limited liability company with  
14 its principal place of business and headquarters at 2301 Rosecrans Avenue, El  
15 Segundo, California 90245. Sensa Products manufacturers, markets, and sells  
16 the Sensa Products across the United States.  
17  
18

19 5. The true names and capacities of Defendants sued herein as DOES 1  
20 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues  
21 such Defendants by fictitious names. Each of the Defendants designated herein  
22 as a DOE is legally responsible for the unlawful acts alleged herein. Plaintiff  
23 will seek leave of Court to amend this Complaint to reflect the true names and  
24 capacities of the DOE Defendants when such identities become know.  
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1 defendants as weight-loss products that consumers may use “Without Dieting” to  
2 lose weight.<sup>2</sup> Defendants began selling the Sensa Products to the public in 2008.  
3  
4 The persistent theme of Defendants’ marketing campaign for the Sensa Products  
5 is that by using the Sensa Products, a person may lose weight without changing  
6 anything else about their lifestyle. Consumers are told that all they need to do is  
7  
8 “sprinkle [Sensa Products], eat, and lose weight.” The unfortunate truth is that  
9 nothing is that easy.

10  
11 **A. False Scientific Research**

12 11. According to Defendant, the Sensa Products “work[] with your  
13 sense of smell and taste to help you feel full faster so you eat less and feel more  
14 satisfied.”<sup>3</sup> Defendant further claims that by sprinkling the Sensa Products on a  
15 meal, a consumer can “feel full faster without deprivation.” The full feeling  
16 caused by the Sensa Products will “caus[e] you to eat less and lose weight.”<sup>4</sup>  
17  
18

19 12. To substantiate these fantastic claims, Defendant states that the  
20 Sensa Products are “based on over 25 years of scientific research on the science  
21 of smell and taste.”<sup>5</sup>  
22  
23  
24  
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26 <sup>2</sup> *Id.*

27 <sup>3</sup> [www.sensa.com/original-sensa](http://www.sensa.com/original-sensa) (last visited January 7, 2014).

28 <sup>4</sup> *Id.*

<sup>5</sup> *Id.*

1 **B. False Website Marketing**

2 13. Defendants website, [www.dm.trysensa.com](http://www.dm.trysensa.com), states:

- 3
- 4 • SENSEA® helps you feel satisfied from less food without
  - 5 deprivation.
  - 6 • SENSEA helps you kick cravings to the curb.
  - 7 • TRY IT FREE! 100% SATISFACTION GUARANTEED
  - 8 • Easy to use as SALT & PEPPER
  - 9 • LOSE WEIGHT WITHOUT DEPRIVATION.
  - 10 • Sensa® is based on 25 years of research.
- 11
- 12
- 13

14 These statements are false and misleading because the promised weight loss  
15 gains are impossible without dieting or lifestyle changes.

16 **C. False Blog Testimonials**

17

18 14. Not satisfied with claiming the Sensa Products are based on “25  
19 years” of research, Defendant also touts the results obtained by prior customers.

20

21 These customers are paid by Sensa to advertise weight loss results. Defendant’s  
22 blog<sup>6</sup> includes a testimonial from “Fefe” who claims that the Sensa Products  
23 helped her lose 70 lbs in 11 months.

24

25 15. However, “Fefe’s” weight loss was not the result of only shaking  
26 Sensa Products on her meals. In very small type at the end of the blog, Fefe

27 \_\_\_\_\_  
28 <sup>6</sup> (blog.trysensa.com/index-php/fefe-lost-70-lbs-in-11-months) (last visited May 9, 2014)

1 discloses she lost weight by using the Sensa® Inc. sensible diet. Not only that,  
2 Fefe was paid for her testimonial. Sensa paid “Fefe” to be a professional dieter  
3 and promote Sensa Products, but Defendant represents to the public that weight  
4 loss results may be achieved “without dieting.” This is false and misleading.  
5

6 **D. False Video Promotion Through TV and Internet.**  
7

8 16. Defendant markets the Sensa Products through a variety of TV  
9 commercials, infomercials, and internet videos on YouTube. These false video  
10 promotions repeatedly state use of the Sensa Products will lead to weight loss  
11 without dietary or lifestyle changes. Plaintiff Saw Defendants’ TV advertising  
12 and relied on it.  
13

14  
15 17. One video on YouTube, “Sensa on the Street,”<sup>7</sup> has an announcer  
16 asking purportedly independent consumers participating in a taste-test: “What if  
17 I told you that the pizza on your right by eating it, you could actually lose  
18 weight?” The video has text appearing on-screen stating “Revolutionary Weight  
19 Loss System. When Diet & Exercise Aren’t Enough”.  
20

21  
22 18. Defendants produced another on-line video, entitled “Michelle’s  
23 Weight Loss Story,” repeats the false statements and reinforces the deceptive  
24 message. In this video, someone states “I’m Michelle, from San Juan  
25 Capistrano, California, and I lost 40 pounds using Sensa.”  
26  
27

28  

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<sup>7</sup> [www.youtube.com/sensaweightloss](http://www.youtube.com/sensaweightloss).

1 19. In yet another YouTube video, “How Sensa Works,”<sup>8</sup> a nameless  
2 announcer states:

3  
4 Announcer: “How does Sensa work? As you eat, Sensa works with  
5 your sense of smell and taste to help stimulate your body’s natural  
6 hunger control switch. So one bite triggers your body into thinking  
7 that you’ve eaten more than you have. Let’s say you typically eat  
8 four slices of pizza in one sitting. Now imagine if you could feel full  
9 and satisfied from two slices, instead of your usual four. That might  
10 not sound like a major change, but suppose you had pizza for dinner  
11 every Friday night. A typical slice of cheese pizza has  
approximately 300 calories, so you’d save 31,200 calories in a year.  
You simply sprinkle sense on your food to help you feel full faster,  
curb your appetite, and reduce cravings.”

12 **E. Celebrity Endorsements**

13 20. Defendant has a series of infomercials with a “celebrity endorser,”  
14 Patti Stanger. The infomercial contains a question and answer session with the  
15 following colloquy:  
16

17  
18 Announcer: “What do you say to people that are just like, there is no  
19 way that you can tell me that this is all you do [depicting sprinkling  
the Sensa Products] and you’re gonna lose weight?”

20  
21 Patti Stanger: “I’m sorry, the science is there. Go online, read Dr.  
22 Hirsch’s studies. It is there. And it works. You and I are living  
proof of it working.”

23  
24 Announcer: “Absolutely.”

25  
26 Patti Stanger: “And I don’t know why people are waiting. Pick up the  
phone. Call. Order it. Try it. What do you got to lose?”

27  
28 <sup>8</sup> <http://www.youtube.com/watch?v=ebppfjqHaQ> (which has been viewed over  
1.4 million times).



1 **F. False and Misleading Print Advertisements**

2 21. Defendant's print advertisements for its Sensa Products also repeat  
3 and reinforce the false and deceptive message of weight loss without dietary or  
4 lifestyle changes. One print advertisement states: "SENSA is clinically proven  
5 to help you lose 30 lbs without dieting or spending all your time working out.  
6 Just sprinkle on your food, eat and lose weight!"  
7  
8

9 **G. Defendant's Marketing Was False and Deceptive.**

10 22. Defendant's weight loss promises are false and deceptive. The  
11 Sensa Products do not provide the significant weight loss benefits promised to  
12 consumers in the absence of dietary or lifestyle changes. Whereas one of  
13 Defendant's advertisements states "the science is there," the Federal Trade  
14 Commission (hereafter "FTC"), has taken the opposite view, stating "the science  
15 just isn't there."<sup>9</sup> Sensa paid \$26.5 million to settle with the FTC over false  
16 advertising charges in 2014.  
17  
18  
19

20 23. As the inventor, manufacturer, and distributor of Sensa Products,  
21 Defendant possesses is in a superior position to the public to know whether its  
22  
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25 \_\_\_\_\_  
26 <sup>9</sup> See Katy Bachman, "Sprinkle, Eat and Pay Up BigTime: Sensa Sheds \$26.5  
27 million to Settle FTC Charges," AdWeek Available at  
28 <http://www.adweek.com/news/advertising-branding/sprinkle-eat-and-pay-big-time-sensa-sheds-265-million-settle-ftc-charges-154781> (last visited May 9, 2014).

1 Sensa Products work as advertised. Defendant knew, but failed to disclose, that  
2 the Sense Products do not provide the weight loss benefits as advertised.

3  
4 24. Defendant's false and deceptive marketing regarding the Sensa were  
5 designed to, and did, lead Plaintiff and the Class (defined below) to believe that  
6 the Sensa Products could effectively cause weight loss without dietary or  
7 lifestyle changes. Plaintiff and the Class justifiably relied on Defendant's  
8 misrepresentations. A one-month supply of the Product sells for approximately  
9 \$59. In the absence of the misrepresentation plaintiff and the Class would not  
10 have paid as much, if at all, for the Sensa Products.  
11  
12

13 25. Plaintiff and the Class were further damaged by relying on  
14 Defendant's misrepresentations and foregoing other healthy, effective weight  
15 loss options.  
16  
17

18 **CLASS ACTION ALLEGATIONS**

19 26. Plaintiff brings this class action for injunctive relief, restitution, and  
20 other equitable and monetary relief on behalf of a class consisting of all persons  
21 in the United States who purchased Sensa Products at any time from August 22,  
22 2012 until the present (the "National Class").  
23  
24

25 27. Excluded from the National Class are Defendants, any entity in  
26 which Defendants have a controlling interest, and Defendant's officers,  
27  
28

1 directors, affiliates, legal representatives, employees, co-conspirators,  
2 successors, subsidiaries, and assigns.

3  
4 28. Plaintiff also seeks to represent a subclass defined as all purchasers  
5 of Sensa Products within the state of Florida (the “Florida Sub-Class”) from  
6 August 22, 2012 to the present. Excluded from the Florida Sub-Class are  
7 Defendants, any entity in which Defendants have a controlling interest, and  
8 Defendant’s officers, directors, affiliates, legal representatives, employees, co-  
9 Defendant’s officers, directors, affiliates, legal representatives, employees, co-  
10 conspirators, successors, subsidiaries, and assigns.  
11

12 29. There is a well-defined community of interest in the questions of  
13 law and fact underlying the claims of each member of the National Class and  
14 Florida Sub-Class, and these common questions predominate over any questions  
15 that may affect individual members of the National Class and Florida Sub-Class.  
16 The common questions of fact and law include, but are not limited, the  
17 following:  
18

19  
20 a. whether information on Defendant’s websites concerning Sensa  
21 Products was false, deceptive, or misleading;  
22

23 b. whether representations made on Sensa Products packaging are  
24 false, deceptive, and/or misleading;  
25  
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1 c. whether Defendant engaged in unfair, unlawful, and/or fraudulent  
2 business practices in violation of the Florida Deceptive and Unfair Trade  
3 Practices Act, Fla. Stat. § 501.201 et seq. (“FDUTPA”);  
4

5 d. whether Defendant defrauded consumers;

6 e. whether Sensa Products were materially defective in design and  
7 formulation, and unfit for their intended purpose;  
8

9 f. whether Defendant breached express and/or implied warranties; and

10 g. whether Defendant was unjustly enriched.  
11

12 30. Plaintiff’s claims are typical of the claims of members of the  
13 National Class and Florida Sub-Class. Plaintiff and all members of the National  
14 Class and Florida Sub-Class have been similarly affected by Defendant’s  
15 common course of conduct.  
16

17 31. Plaintiff will fairly and adequately represent and protect the  
18 interests of the National Class and Florida Sub-Class. Plaintiff has retained  
19 competent counsel with substantial experience in handling complex class action  
20 litigation. Plaintiff and her counsel are committed to vigorously prosecuting this  
21 action on behalf of the National Class and Florida Sub-Class.  
22  
23

24 32. Certification of this National Class and Florida Sub-Class is  
25 appropriate because the questions of law or fact common to the respective  
26 members of the National Class and Florida Sub-Class predominate over  
27  
28

1 questions of law or fact affecting only individual members. This predominance  
2 makes class litigation superior to any other method available for the fair and  
3 efficient adjudication of these claims and provides substantial benefits.  
4

5 33. Absent a class action, it would be highly unlikely that Plaintiff or  
6 any other members of the National Class and Florida Sub-Class would be able to  
7 protect their own interests because the cost of litigation through individual  
8 lawsuits would exceed their expected recovery.  
9

10 34. Certification is also appropriate because Defendant acted or refused  
11 to act on grounds generally applicable to the National Class and Florida Sub-  
12 Class, thereby making appropriate the relief sought on behalf of the National  
13 Class and Florida Sub-Class as a whole. Further, given the large number of  
14 consumers who purchased Sensa Products, allowing individual actions to  
15 proceed in lieu of a class action would run the risk of yielding inconsistent and  
16 conflicting adjudications.  
17  
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19

20 35. A class action is a fair and appropriate method for the adjudication  
21 of the controversy, in that it will permit a large number of claims to be resolved  
22 in a single forum simultaneously, efficiently and without the unnecessary  
23 hardship that would result from the prosecution of numerous individual actions  
24 and the duplication of discovery, effort, expense and burden on the courts that  
25 such individual actions would engender. The benefits of proceeding as a class  
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1 action, including providing a method for obtaining redress for claims that would  
2 not be practical to pursue individually, outweigh any difficulties that might be  
3 argued with regard to the management of this class action.  
4

5 **CAUSES OF ACTION**

6 **FIRST CAUSE OF ACTION**

7 **(BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY)**

8  
9 36. Plaintiff incorporates by reference all the above allegations as if  
10 fully set forth herein.  
11

12 37. This First Cause of Action is asserted by Plaintiff on behalf of the  
13 National Class.  
14

15 38. Plaintiff purchased Sensa Products and is in privity with Defendant.

16 39. Defendant sold Sensa Products to Plaintiff while knowing that they  
17 were defective.  
18

19 40. Plaintiff purchased Sensa Products expecting that they would not  
20 suffer from material defects. Plaintiff did not receive the benefit of the bargain  
21 in purchasing Sensa Products.  
22

23 41. Plaintiff had no notice of or ability to detect the defect to the Sensa  
24 Products. As such, there was a substantial disparity in the parties' bargaining  
25 power, and its acceptance of any warranty disclaimers was neither knowing nor  
26 voluntary, thereby rendering such limitations unconscionable and ineffective.  
27  
28

1 42. Had Plaintiff been aware of the defect in Sensa Products prior to its  
2 purchase, she would not have purchased the Sensa Products or at least would  
3 have paid less money for them.  
4

5 43. Plaintiff has suffered damages as a result of Defendant's breach of  
6 implied warranty.  
7

8 **SECOND CAUSE OF ACTION**

9 **(BREACH OF EXPRESS WARRANTY)**

10 44. Plaintiff incorporates by reference all the above allegations set forth  
11 above as though fully set forth herein.  
12

13 45. Plaintiff brings this claim individually and on behalf of the members  
14 of the proposed National Class against Defendants.  
15

16 46. Plaintiff, and each member of the National, formed a contract with  
17 Defendants at the time Plaintiff and the other members of the National Class  
18 purchased Sensa. The terms of that contract include the promises and  
19 affirmations of fact made by Defendant in advertisements and the packaging of  
20 Sensa as described above. The materially false and misleading advertising  
21 became part of the basis of the bargain between Plaintiff and Defendant and is  
22 part of a standardized contract between Plaintiff and the members of the  
23 National Class on the one hand, and Defendants on the other.  
24  
25  
26

27 47. All conditions precedent to Defendant's liability under this contract  
28

1 have been performed by Plaintiff and the National Class. Defendant breached  
2 the terms of this contract, including the express warranties, with Plaintiff and the  
3 National Class by not providing a product that was scientifically proven to  
4 provide the promised weight-loss benefits.  
5

6 48. As a result of Defendant's breach of warranty, Plaintiff and the  
7 National Class have been damaged.  
8

9 **THIRD CAUSE OF ACTION**

10 **(VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR TRADE**  
11 **PRACTICES ACT, FLA. STAT. § 501.201, et. Seq.)**  
12

13 49. Plaintiff repeats and realleges each and every allegation contained in  
14 paragraphs 1 through 33 above as if fully set forth herein.  
15

16 50. This cause of action is brought on behalf of the Florida Sub-Class  
17 pursuant to the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. §  
18 501.201 *et seq.* (the "Act"). The stated purpose of the Act is to "protect the  
19 consuming public . . . from those who engage in unfair methods of competition,  
20 or unconscionable, deceptive, or unfair acts or practices in the conduct of any  
21 trade or commerce." Fla. Stat. § 501.201(2).  
22  
23

24 51. Plaintiff is a consumer as defined by Fla. Stat. § 501.203. Sensa  
25 Products are goods within the meaning of the Act. Defendant is engaged in trade  
26 or commerce within the meaning of the Act.  
27  
28



1           52. Plaintiff has standing to pursue this cause of action because Plaintiff  
2 has suffered injury in fact and lost money as a result of Defendants' actions as  
3 set forth herein. Specifically, Plaintiff purchased Sensa Products in reliance on  
4 Defendant's marketing claims on both the product labels and Defendant's  
5 websites. Plaintiff purchased Sensa Products, but it was not of the standard,  
6 quality, and grade advertised.  
7  
8

9           53. Defendant's actions as alleged in this Complaint constitute an unfair  
10 or deceptive business practice within the meaning of FDUTPA, § 501.201 *et*  
11 *seq.*, in that Defendants' actions are unfair, unlawful, and fraudulent and because  
12 Defendant has made unfair, deceptive, untrue, or misleading statements in  
13 advertising media, including the Internet, within the meaning of FDUTPA, §  
14 501.201 *et seq.*  
15  
16  
17

18           54. In advertising and packing Sensa Products, Defendant makes false  
19 and misleading statements concerning Sensa Products, and refused to reveal true  
20 facts. Defendant does not have the requisite competent and reliable evidence to  
21 support the claims about Sensa Products made in Defendant's advertising and  
22 packaging.  
23  
24

25           55. Defendant's fraudulent and unfair business practices have caused  
26 economic injury to Plaintiff and the Florida Sub-Class.  
27  
28

1           56. Defendant's business practices, as alleged herein, are unlawful  
2 because they violate the FDUTPA, as set forth herein.

3           57. Defendant knew or should have known by exercising reasonable  
4 care that its representations were false and/or misleading. During the Class  
5 Period, Defendant engaged in unfair, unlawful, and fraudulent business practices  
6 in violation of FDUTPA, § 501.201 *et seq.*, by misrepresenting in its advertising  
7 and marketing of Sensa Products to Plaintiff, members of the Florida Sub-Class,  
8 and the consuming public that, Sensa Products was effective, safe, and had  
9 qualities and characteristics that it did not have.  
10  
11

12           58. Each of the aforementioned representations alleged in this  
13 Complaint was false and misleading because Sensa Products was not of the  
14 standard, quality, or grade advertised.  
15  
16

17           59. Defendant's wrongful business practices constituted, and constitute,  
18 a continuing course of conduct of unfair competition since Defendant is  
19 marketing and selling Sensa Products in a manner likely to deceive the public.  
20  
21

22           60. As a direct and proximate result of Defendant's wrongful business  
23 practices in violation of FDUTPA, § 501.201 *et seq.*, Plaintiff and members of  
24 the Florida Sub-Class have suffered economic injury by losing money as a result  
25 of purchasing Sensa Products. Plaintiff and members of the Florida Sub-Class  
26  
27  
28

1 would not have purchased or would have paid less for Sensa Products had they  
2 known that it was not as represented.

3  
4 61. Pursuant to FDUTPA, Plaintiff and the Florida Sub-Class seek an  
5 order of this Court enjoining Defendant from continuing to engage in unlawful,  
6 unfair, or deceptive business practices and any other act prohibited by law,  
7 including those set forth in the Complaint. Plaintiff and members of the Florida  
8 Sub-Class also seek an order requiring Defendant to make full restitution of all  
9 money they wrongfully obtained from Plaintiff and members of the Florida Sub-  
10 Class.  
11 Class.  
12

13 **FOURTH CAUSE OF ACTION**

14 **(UNJUST ENRICHMENT)**

15  
16 62. Plaintiff incorporates by reference all the above allegations as if  
17 fully set forth herein.  
18

19 63. This Fourth Cause of Action is asserted by Plaintiff on behalf of the  
20 National Class under common law.  
21

22 64. Plaintiff alleges unjust enrichment in the alternative, to the extent  
23 that there are no other adequate remedies at law.  
24

25 65. Plaintiff and members of the National Class conferred a benefit on  
26 Defendant by purchasing Sensa Products.  
27  
28

1           66. Defendant has been unjustly enriched in retaining the revenues  
2 derived from National Class members' purchases of Sensa Products, which  
3 retention under these circumstances is unjust and inequitable because Defendant  
4 misrepresented the facts concerning the qualities and characteristics of the  
5 product and caused Plaintiff and the National Class to lose money as a result  
6 thereof.  
7  
8

9           67. Defendant has benefited and have been unjustly enriched by their  
10 wrongful conduct alleged herein. Defendant sold Sensa Products to Plaintiff and  
11 the members of the National Class based upon deceptive conduct, omissions, and  
12 misrepresentations as to uses and qualities which Sensa Products does not  
13 possess and which Defendant was, and still is, aware that it does not possess.  
14  
15

16           68. Defendant has knowledge of this benefit and have voluntarily  
17 accepted and retained this benefit.  
18

19           69. Plaintiff and members of the National Class suffered a loss of  
20 money as a result of Defendant's unjust enrichment because: (a) they would not  
21 have purchased Sensa Products on the same terms, if at all, if the true facts  
22 concerning Sensa Products had been known; and (b) they paid a price premium  
23 due to the false representations about Sensa Products.  
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70. The circumstances as described herein are such that it would be inequitable for Defendant to retain these ill-gotten benefits without paying the value thereof to Plaintiff and members of the National Class members.

71. Plaintiff and members of the National Class members are entitled to the amount of Defendant's ill-gotten gains, including interest, resulting from Defendant's unlawful, unjust, and inequitable conduct as described above.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff and members of the National Class and Florida Sub-Class request that the Court enter an order or judgment against Defendants, and each of them as named in the future, as follows:

- A. Certification of the action as a class action pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, and appointment of Plaintiff as a class representative and her counsel of record as class counsel;
- B. Injunctive relief and restitution under the FDUPTA;
- C. Restitution or restitutionary disgorgement as provided for under the implied warranty of merchantability and express breach of contract;
- D. Restitution and appropriate relief under the common law of unjust enrichment;
- E. Attorneys' fees and expenses, including costs for experts; and

1 F. Awarding such other and further relief as this Court may deem just  
2 and proper, including any extraordinary equitable relief and/or injunctive relief  
3 as permitted by law or equity to attach, impound or otherwise restrict  
4 Defendant's assets to ensure that Plaintiff and the members of the National Class  
5 and Florida Sub-Class have an effective remedy.  
6

7  
8 **JURY TRIAL DEMANDED**

9 Plaintiff hereby demands a trial by jury.

10 Dated: July 11, 2014

11 **GLANCY BINKOW & GOLDBERG LLP**

12 By: *s/ Lionel Z. Glancy* \_\_\_\_\_

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