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Omid Naseri

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE COUNTY– UNLIMITED CIVIL**

**OMID NASERI, individually and  
on behalf of others similarly  
situated,**

Plaintiff,

v.

**GREENFIELD WORLD TRADE  
INC. d/b/a THE LEGACY  
COMPANIES,**

Defendant.

**Case No.:** 30-2021-01196179-CU-BT-CXC

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR DAMAGES  
AND PUBLIC INJUNCTIVE  
RELIEF**

- I. VIOLATION OF THE SONG-  
BEVERLY CONSUMER  
WARRANTY ACT;**
- II. VIOLATION OF THE  
CONSUMER LEGAL  
REMEDIES ACT;**
- III. VIOLATION OF  
CALIFORNIA’S UNFAIR  
COMPETITION LAW**

**JURY TRIAL DEMANDED**



1 1. Plaintiff Omid Naseri (“Plaintiff”), on behalf of himself and others similarly  
2 situated, brings this class action suit against Greenfield World Trade, Inc. d/b/a  
3 The Legacy Companies (“Defendant”) for violations of California’s Song  
4 Beverly Consumer Warranty Act (“SBA”), *California Civil Code* §§ 1790, *et*  
5 *seq.*; California’s Consumer Legal Remedies Act (“CLRA”), *California Civil*  
6 *Code* §§ 1750, *et seq.*; and California’s Unfair Competition Law (“UCL”),  
7 *California Business and Professions Code* §§ 17200, *et seq.*

8 **SUMMARY**

9 2. Defendant is a manufacturer of products and advertises that its products are sold  
10 with express warranties.

11 3. During the proposed class period, Defendant made a warranty registration form  
12 available online and provides user manuals in the packaging of its products that  
13 contain warranty information and reference Defendant’s website. Specifically,  
14 the manuals refer consumers to register their warranties on Defendant’s website  
15 at: [www.omegajuicers.com/omega-warranty-registration](http://www.omegajuicers.com/omega-warranty-registration), and contain the phrase  
16 “warranty-registration” in the URL.

17 4. The SBA explicitly requires a manufacturer who chooses to provide a warranty  
18 or product registration card or form, or an electronic online warranty or product  
19 registration form, to be completed and returned by the consumer, to have the  
20 card or form include statements that:

21 a. Inform the consumer that the card or form is for product registration;  
22 and,

23 b. Inform the consumer that failure to complete and return the card or form  
24 does not diminish the individual’s warranty rights.

25 5. Defendant intentionally omits any such statements that are expressly required by  
26 the SBA.

27 6. As a result of Defendant’s unlawful and deceitful business practices, Defendant  
28 is able to chill warranty claims and benefit economically by duping consumers



1 into thinking they do not have warranty rights unless they fill out the form and  
2 provide their personal information to Defendant. Or even worse, consumers  
3 actually do not have the warranties that were promised to them when they  
4 purchased their products as they must now register their warranties, a  
5 requirement that was not disclosed at the time of purchase. Consumers are thus  
6 additionally deceived into purchasing products they would not have, had they  
7 known they did not actually come with warranties.

- 8 7. Either scenario results in Defendant benefitting at the consumer's expense.  
9 8. Defendant's unlawful and deceptive practices alleged herein violate the SBA, the  
10 CLRA, and the UCL.

### 11 **PARTIES**

- 12 9. Plaintiff is, and at all times mentioned herein was, an individual residing in the  
13 County of Orange County, State of California.  
14 10. Plaintiff is a purchaser of Defendant's Omega BL390S 1HP Blender (the  
15 "Product").  
16 11. Upon information and belief, Defendant is a Corporation that does continuous  
17 and substantial business throughout the state of California, including Orange  
18 County.  
19 12. At all relevant times, Defendant was engaged in the business of marketing,  
20 supplying, and selling its products, including the Product purchased by Plaintiff,  
21 to the public through a system of marketers, retailers and distributors.  
22 13. Upon information and belief, all acts of employees of Defendant as alleged were  
23 authorized or ratified by an officer, director, or managing agent of the employer.

### 24 **JURISDICTION AND VENUE**

- 25 14. Subject matter jurisdiction is proper in this Court for the California statutory  
26 causes of action.  
27 15. This Court has personal jurisdiction over Defendant because Defendant  
28 conducts business in the County of Orange County, State of California; and,

1 Plaintiff was injured in the County of Orange County, where Plaintiff resides.

2 16. Venue is proper.

3 **FACTUAL ALLEGATIONS**

4 17. On or about January 18, 2021, Plaintiff searched online looking to purchase a  
5 new blender.

6 18. Plaintiff saw many different blenders from different manufacturers advertised for  
7 sale.

8 19. While viewing the blenders, Plaintiff saw Defendant's Product, an Omega  
9 BL390S 1HP Blender advertised for sale on Defendant's website.

10 20. Defendant's website prominently displayed that the Product was accompanied  
11 by Defendant's express 2-year warranty.

12 21. While viewing the Product on Defendant's website, there were no other visible  
13 terms, conditions, exclusions or limitations with respect to the warranty  
14 availability.

15 22. Relying on, and valuing, the affirmative warranty promise made on the Product's  
16 packaging, Plaintiff purchased the Product from Defendant's website for  
17 \$107.20.

18 23. However, Plaintiff was surprised to later discover that the Product did not come  
19 with an express warranty as indicated on Defendant's website.

20 24. Instead, Plaintiff found a user manual<sup>1</sup> directing Plaintiff to register his product  
21 using Defendant's online form, which required Plaintiff to "Register" Plaintiff's  
22 warranty at: [www.omegajuicers.com/omega-warranty-registration](http://www.omegajuicers.com/omega-warranty-registration).<sup>2</sup>

23 \_\_\_\_\_  
24 <sup>1</sup>Upon information and belief, Defendant includes a user manual within the packaging  
25 of each of its substantially similar products, which contain warranty information.

26 <sup>2</sup> Sometime after Plaintiff filed the initial Complaint, Defendant altered the hyperlink  
27 included in its user manual. Presently, when a consumer searches  
28 "https://omegajuicers.com/pages/warranty-registration" they are automatically re-  
directed to a new URL titled, <https://omegajuicers.com/pages/product-registration>.

1 25. After purchasing the Product, Plaintiff personally and reasonably believed from  
2 the printed material that he was required to register for the Product's warranty.

3 26. In fact, the website URL listed in the user manual that came with Plaintiff's  
4 Product has the phrase "warranty-registration" in the hyperlink.<sup>3</sup>

5 27. The online registration form on Defendant's requires consumers to enter the  
6 following information:

- 7 a. Name,
- 8 b. Email,
- 9 c. Phone Number
- 10 d. Address (City, State, Zip Code),
- 11 e. Model Number,
- 12 f. Purchase Location,
- 13 g. Purchase Date.<sup>4</sup>

14 28. At the time Plaintiff purchased the Product, the online registration form did not  
15 inform Plaintiff that it was for *product* registration and it did not inform Plaintiff  
16 that failure to complete and return the card did *not diminish Plaintiff's warranty*  
17 *rights* as required by *California Civil Code* § 1793.1.

18 29. Defendant's user manual also failed to inform Plaintiff and other consumers that  
19 it is for *product* registration only, and does not inform consumers that failure to  
20 register the product does *not diminish their warranty rights* as required by  
21 *California Civil Code* § 1793.1.

22 30. Upon information and belief, Defendant uses the personal information it collects  
23

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24  
25 <sup>3</sup> Omega, *Product Warranty Registration*, [https://omegajuicers.com/pages/product-  
26 registration?gclid=CjwKCAjw07qDBhBxEiwA6pPbHjCtGw4y8117ecI6xjvE2ga-  
27 0\\_ba01LS\\_tsfFkG1BkO4LUJiaxiUhRoCVxMQAvD\\_BwE](https://omegajuicers.com/pages/product-registration?gclid=CjwKCAjw07qDBhBxEiwA6pPbHjCtGw4y8117ecI6xjvE2ga-0_ba01LS_tsfFkG1BkO4LUJiaxiUhRoCVxMQAvD_BwE) (last visited April 16,  
2021); *see also* <https://omegajuicers.com/pages/warranty-registration>.

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

1 from such card and online forms for its own business and marketing purposes  
2 and for its own economic benefit.

3 31. Upon information and belief, Defendant intends for the card and online form to  
4 have a chilling effect on warranty claims, preventing customers who have not  
5 registered, or who choose not to register their warranties from making warranty  
6 claims, thereby saving Defendant money in warranty repair and administration  
7 costs.

8 32. Defendant has no right to access personal customer information through  
9 warranty registration form for these purposes, by not making the legally  
10 mandated disclosures to customers.

11 33. Had the Product's exterior packing disclosed that the warranty was contingent on  
12 registration by Plaintiff providing her personal information, Plaintiff would not  
13 have purchased the Product, or alternatively would not have paid a premium for  
14 the Product.

15 34. Plaintiff has not received the Product that Plaintiff bargained for.

16 **CLASS ALLEGATIONS**

17 35. Plaintiff brings this action on behalf of himself and on behalf of all others  
18 similarly situated (the "Class"), pursuant to California Code of Civil Procedure  
19 Section 382 and/or California Code of Civil Procedure Section 1782.

20 36. Plaintiff represents and is a member of the Classes, consisting of:

- 21
- 22 a) All persons who purchased one or more of Defendant's  
23 products within California during the four (4) years  
24 immediately preceding the filing of the Complaint through  
25 the date of class certification, which were accompanied by a  
26 warranty or product registration card or form, or an  
27 electronic online warranty or product registration form, to  
28 be completed and returned by the consumer, which do not  
contain statements, each displayed in a clear and  
conspicuous manner, informing the consumer that: i) the  
card or form is for product registration, and ii) informing  
the consumer that failure to complete and return the card or

1 form does not diminish his or her warranty rights.

2 b) All persons who purchased one or more of Defendant's  
3 products within California during the four (4) years  
4 immediately preceding the filing of the Complaint through  
5 the date of class certification, which were accompanied by a  
6 warranty or product registration card or form, or an  
7 electronic online warranty or product registration form,  
8 which is labeled as a warranty registration or a warranty  
9 confirmation.

10 c) All persons who purchased one or more of Defendant's  
11 products within California during the three (3) years  
12 immediately preceding the filing of the Complaint through  
13 the date of class certification, which were advertised as  
14 being accompanied with an express warranty but which do  
15 not contain a warranty, and/or contain warranty activation,  
16 confirmation or registration cards requiring persons to  
17 provide their personal data or take additional steps in order  
18 to receive a warranty.

19 37. Products that meet the above Classes definition are referred to herein as "Class  
20 products."

21 38. Defendant and its employees or agents are excluded from the Classes.

22 39. Plaintiff does not presently know the number of members in the Classes but  
23 believes the Class members number in the several thousands, if not substantially  
24 more. Thus, this matter should be certified as a class action to assist in the  
25 expeditious litigation of this matter.

26 40. Plaintiff and members of the Classes were harmed by the acts of Defendant in  
27 violating Plaintiff's and the putative Class members' rights.

28 41. Plaintiffs reserve the right to expand the class definition to seek recovery on  
behalf of additional persons as warranted, as facts are learned through further  
investigation and discovery.

42. The joinder of the Class members is impractical and the disposition of their  
claims in the class action will provide substantial benefits both to the parties and



1 to the court.

2 43. The Classes can be identified through Defendant's records, Defendant's agents'  
3 records, and of the retailer from which the products were purchased.

4 44. There is a well-defined community of interest in the questions of law and fact to  
5 the Classes that predominate over questions which may affect individual Class  
6 members, including the following:

- 7 a. Whether the Class products were sold with warranty or product  
8 registration cards or forms, or electronic online warranty or product  
9 registration forms, which did not contain statements, each displayed in a  
10 clear and conspicuous manner, informing the consumer that the card or  
11 form is for product registration, and informing the consumer that failure  
12 to complete and return the card or form does not diminish his or her  
13 warranty rights;
- 14 b. Whether the Class products were sold with user manuals or other  
15 printed warranty or product registration materials;
- 16 c. Whether Defendant made available an electronic online warranty or  
17 product registration forms;
- 18 d. Whether the Class products were sold with warranty or product  
19 registration cards or forms, or electronic online warranty or product  
20 registration forms, which contained the phrase "warranty registration"  
21 or "warranty confirmation";
- 22 e. Whether the Class products make warranty rights contingent on  
23 registration;
- 24 f. Whether Defendant intends warranty registration to act as a barrier to  
25 warranty claims;
- 26 g. Whether Defendant intends to use warranty registration as a means for  
27 obtaining Class members' personal information;
- 28 h. How Defendant uses Class members' personal information;



- 1 i. Whether Defendant violated the SBA by making Class products’  
2 warranties contingent on registration;
- 3 j. Whether Defendant violated the SBA by not disclosing to Class  
4 members that by not submitting warranty registration form, or online  
5 forms, their warranty rights would not be diminished;
- 6 k. Whether Defendant engaged in false or deceptive advertising practices  
7 in violation of the CLRA by not disclosing the warranty registration  
8 requirement of Class products to Class members prior to their  
9 purchases;
- 10 l. Whether the Class products were sold with express warranties;
- 11 m. Whether Defendant is liable for damages, and the amount of such  
12 damages; and
- 13 n. Whether Class members are entitled to equitable relief including  
14 injunctive relief.

15 45. Plaintiff’s claims are typical of the claims of the Classes since Plaintiff  
16 purchased a Class product, as did each member of the Classes.

17 46. Plaintiff and all Class members sustained injuries arising out of Defendant’s  
18 wrongful conduct and deception.

19 47. Plaintiff is advancing the same claims and legal theories on behalf of herself  
20 and all absent Class members.

21 48. Plaintiff will fairly and adequately represent and protect the interests of the  
22 Class in that Plaintiff has no interests antagonistic to any member of the Class.

23 49. Absent a class action, the Class will continue to face the potential for irreparable  
24 harm. In addition, these violations of law will be allowed to proceed without  
25 remedy and Defendant will likely continue such illegal conduct.

26 50. Plaintiff has retained counsel experienced in handling class action claims and  
27 individual claims involving breach of warranties and unlawful business  
28 practices.



1 51. A class action is a superior method for the fair and efficient adjudication of this  
2 controversy. The injury suffered by each individual Class member is relatively  
3 small in comparison to the burden and expense of individual prosecution of the  
4 complex and extensive litigation necessitated by Defendant’s conduct. It would  
5 be virtually impossible for members of the Class individually to redress  
6 effectively the wrongs done to them. Even if the members of the Class could  
7 afford such individual litigation, the court system could not. Individualized  
8 litigation presents a potential for inconsistent or contradictory judgments.  
9 Individualized litigation increases the delay and expense to all parties, and to  
10 the court system, presented by the complex legal and factual issues of the case.

11 52. By contrast, the class action device presents far fewer management difficulties,  
12 and provides the benefits of single adjudication, an economy of scale, and  
13 comprehensive supervision by a single court. Upon information and belief,  
14 members of the Class can be readily identified and notified based on, inter alia,  
15 Defendant’s own records, product serial numbers, submitted warranty activation  
16 cards, warranty claims, registration records, and database of complaints.

17 53. Upon information and belief, Defendant has not recalled the violative product  
18 manuals which include language requiring consumers to “Register” their  
19 warranty at: [www.omegajuicers.com/omega-warranty-registration](http://www.omegajuicers.com/omega-warranty-registration), nor has  
20 Defendant conducted a corrective advertising campaign.

21 54. Defendant has acted and/or continues to act on grounds generally applicable to  
22 the Class, thereby making appropriate final injunctive relief and corresponding  
23 declaratory relief with respect to the Class as a whole.

24 **FIRST CAUSE OF ACTION**

25 **VIOLATION OF CALIFORNIA’S SONG-BEVERLY CONSUMER**  
26 **WARRANTY ACT**

27 55. Plaintiff incorporates all of the above paragraphs of this First Amended  
28 Complaint as though fully stated in this cause of action.

1 56. The Product and Class products are “consumer goods” as defined by *California*  
2 *Civil Code* § 1791(a).

3 57. Plaintiff and Class members are “buyers” as defined by *California Civil Code* §  
4 1791(b).

5 58. “Every manufacturer, distributor, or retailer making express warranties with  
6 respect to consumer goods shall fully set forth those warranties in simple and  
7 readily understood language[.]” *California Civil Code* § 1793.1(a)(1).

8 59. “If the manufacturer, distributor, or retailer provides a warranty or product  
9 registration card or form, or an electronic online warranty or product registration  
10 form, to be completed and returned by the consumer, the card or form **shall**  
11 contain statements, each displayed in a clear and conspicuous manner, that do all  
12 of the following:

- 13 a. Informs the consumer that the card or form is for product registration.  
14 b. Informs the consumer that failure to complete and return the card or form  
15 does not diminish his or her warranty rights.” *California Civil Code* §  
16 1793.1(a)(1)(A)-(B).

17 60. “No warranty or product registration card or form, or an electronic online  
18 warranty or product registration form, may be labeled as a warranty registration  
19 or a warranty confirmation.” *California Civil Code* § 1793.1(b).

20 61. By providing an online registration form, with Plaintiff’s Product and Class  
21 members’ products’ labeled as Warranty Registration, which do not inform  
22 Plaintiff and Class members that the card is for product registration and that  
23 warranty rights will not be diminished if the card is not completed, Defendant is  
24 in violation of its affirmative obligations under the SBA.

25 62. Defendant values its ability to include warranty registration cards in product  
26 packaging, and as a result of being permitted to include the cards without the  
27 statutorily prescribed language, Defendant received, and continues to receive, a  
28 benefit which Plaintiff and Class members did not realize they paid for.

1 63. Had Plaintiff and Class members been aware of these terms, they would not have  
2 paid the price they did.

3 64. Plaintiff and Class members would have paid less for their products had they  
4 been aware of these terms. The premium paid is a benefit received by Defendant  
5 and should be returned to Plaintiff.

6 65. Plaintiff and Class members have been damaged by not receiving the warranty  
7 they were promised, or alternatively, even if warranties do exist, by rightfully  
8 believing they do not have warranty rights.

9 66. Defendant benefits, at Plaintiff's and Class members' expense, from this tactic as  
10 its costs for repairing products under warranty, as well as administering product  
11 warranties, are reduced.

12 67. Class members who did provide their personal information have been damaged  
13 by being forced to relinquish their personal information based on Defendant's  
14 statutorily mandated omissions.

15 68. Plaintiff and Class members are entitled to damages, including reimbursement of  
16 the purchase price of the Class products, under *California Civil Code* §1794(a)  
17 and §1794(b).

18 69. In addition to the other amounts recovered, Plaintiffs and Class members are  
19 entitled to a civil penalty of two-times the amount of actual damages, pursuant to  
20 *California Civil Code* §1794(c).

21 70. Plaintiff and class members are further entitled to recover as part of the judgment  
22 a sum equal to the aggregate amount of costs and litigation related expenses,  
23 including but not limited to attorney's fees, reasonably incurred in connection  
24 with the commencement and prosecution of this action under *California Civil*  
25 *Code* §1794(d).

26 **SECOND CAUSE OF ACTION**

27 **VIOLATION OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT**

28 71. Plaintiff incorporates all of the above paragraphs of this First Amended



1 Complaint as though fully stated in this cause of action.

2 72.Plaintiff and Class members are “consumers” within the meaning of *California*  
3 *Civil Code* §1761(d).

4 73.The sale of Plaintiff’s and Class members’ products are “transactions” within the  
5 meaning of *California Civil Code* §1761(e).

6 74.Plaintiff’s and Class members’ products are “goods” within the meaning of  
7 *California Civil Code* §1761(a).

8 75.The CLRA prohibits “representing that goods or services have sponsorship,  
9 approval, characteristics, ingredients, uses, benefits, or quantities that they do not  
10 have.” *California Civil Code* §1770(a)(5).

11 76.The CLRA prohibits “representing that goods or services are of a particular  
12 standard, quality, or grade, or that goods are of a particular style or model, if  
13 they are of another.” *California Civil Code* §1770(a)(7).

14 77.The CLRA prohibits “advertising goods or services with intent not to sell them  
15 as advertised.” *California Civil Code* §1770(a)(9).

16 78.The CLRA prohibits “representing that a transaction confers or involves rights,  
17 remedies, or obligations that it does not have or involve, or that are prohibited by  
18 law.” *California Civil Code* §1770(a)(14).

19 79.The CLRA prohibits “representing that the consumer will receive a rebate,  
20 discount or other economic benefit, if earning the benefit is contingent on an  
21 event to occur after the transaction.” *California Civil Code* §1770(a)(17).

22 80.Defendant promised, advertised and represented at time of sale that Plaintiff and  
23 Class members would receive a warranty with no strings attached.

24 81.However, Defendant failed to disclose on Plaintiff’s Product’s and Class  
25 members’ products’ exterior packaging information which was concealed inside  
26 packaging; namely that the warranty must be registered, in violation of SBA’s  
27 requirements.

28 82.Defendant’s concealment of material warranty terms was done deliberately and



1 intentionally with the purpose of deceiving Plaintiff and Class members and  
2 inducing them into purchasing the Class products, or alternately providing their  
3 personal information.

4 83. Defendant knows, or should have known, that were it to display on the exterior  
5 of product packaging the material warranty terms it hides inside the product  
6 packing (even if such terms are not valid), Plaintiff and Class members would  
7 not purchase the Class products or would not pay a premium for them.

8 84. Thus, Defendant's conduct violates *California Civil Code* § 1770(a)(5),  
9 1770(a)(7), 1770(a)(9), 1770(a)(14), and 1770(a)(17).

10 85. Plaintiff and Class members relied on Defendant's representations.

11 86. As a result of Defendant's false representations and deceitful conduct regarding  
12 its warranties, Plaintiff and Class members were injured because they: (a) would  
13 not have purchased the Class products if the true facts were known concerning  
14 the Defendant's false and misleading warranty claims at time of purchase, or  
15 Plaintiff and Class members would have paid substantially less; (b) paid a  
16 premium price for the Class Products as a result of Defendant's false warranties  
17 and misrepresentations; (c) purchased products that did not have the sponsorship,  
18 characteristics, and qualities promised by Defendant; and (d) had to take  
19 additional steps and actions in order to receive the benefit they should have  
20 already entitled to.

21 87. Under *California Civil Code* § 1780(a) and (b), Plaintiffs, individually and on  
22 behalf of the Class, seek an injunction requiring Defendant to cease and desist  
23 the illegal conduct alleged in this Complaint. Specifically, Plaintiff and Class  
24 members are entitled to a permanent injunction that compels Defendant to  
25 immediately: (1) cease and desist from the continued sale of the products that  
26 contain the same or similar misrepresentations as the Class products; (2) initiate  
27 a corrective advertising campaign to notify Class members who are victims of  
28 the above-described illegal conduct about the true nature the Class products and

1 associated warranty; and (3) initiate a full recall of the Class products with an  
2 offer to refund the purchase price, plus reimbursement of interest.

3 88. Pursuant to § 1782(a) of the CLRA, on or about April 16, 2021, Plaintiff's  
4 counsel notified Defendant in writing via certified mail return receipt requested  
5 of the particular violations of § 1770 of the CLRA and demanded that it rectify  
6 the problems associated with the actions detailed above and give notice to all  
7 affected consumers of Defendant's intent to act. However, Defendant failed,  
8 within 30 days of receipt of the demand, to provide Plaintiff with an appropriate  
9 correction, repair, replacement, or other remedy, and has offered no relief or cure  
10 for Class members.

11 89. Plaintiff and the putative Classes are entitled to, and seek, public injunctive relief  
12 prohibiting such conduct in the future and to recover money damages.

13 90. Pursuant to § 1782 (e), Plaintiff and the Classes assert claims for damages and  
14 attorneys' fees and costs.

15 91. Attached hereto as **Exhibit A** is a sworn declaration from Plaintiff pursuant to  
16 *California Civil Code* § 1780(d).

17 **THIRD CAUSE OF ACTION**

18 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**

19 92. Plaintiff incorporates all of the above paragraphs of this First Amended  
20 Complaint as though fully stated in this cause of action.

21 93. The UCL defines "unfair business competition" to include any "unlawful, unfair  
22 or fraudulent" act or practice, as well as any "unfair, deceptive, untrue or  
23 misleading" advertising. *California Business and Professions Code* § 17200.

24 94. The UCL imposes strict liability. Plaintiff need not prove that Defendant  
25 intentionally or negligently engaged in unlawful, unfair, or fraudulent business  
26 practices – but only that such practices occurred.

27 **"Unfair" Prong**

28 95. A business act or practice is "unfair" under the UCL if it offends an established



1 public policy or is immoral, unethical, oppressive, unscrupulous or substantially  
2 injurious to consumers, and that unfairness is determined by weighing the  
3 reasons, justifications and motives of the practice against the gravity of the harm  
4 to the alleged victims.

5 96. Defendant's actions constitute "unfair" business practices because, as alleged  
6 above, Defendant engaged in a misleading and deceptive practice of  
7 intentionally omitting statutorily mandated warranty disclosures to consumers.

8 97. This is done to trick consumers into believing they don't have warranty rights in  
9 an effort to discourage warranty claim submissions, thus saving Defendant  
10 money and increasing its profit margin. Or worse, to actually eliminate the  
11 warranty promised at time of purchase.

12 98. Defendant tricks consumers into providing their personal information in order to  
13 obtain a warranty when the consumers are not required to share their personal  
14 information to obtain the benefit of an express warranty.

15 99. Defendant's acts and practices offend an established public policy of  
16 transparency in warranty rights, and engage in immoral, unethical, oppressive,  
17 and unscrupulous activities that are substantially injurious to consumers.

18 100. The harm to Plaintiff and Class members grossly outweighs the utility of  
19 Defendant's practices as there is no utility to Defendant's practices.

20 ***"Fraudulent" Prong***

21 101. A business act or practice is "fraudulent" under the UCL if it is likely to  
22 deceive members of the consuming public.

23 102. Defendant's acts and practices alleged above constitute fraudulent business  
24 acts or practices as they deceived Plaintiff and are highly likely to deceive  
25 members of the consuming public.

26 103. By not providing the required statutory language, Plaintiff and Class members  
27 can only draw one conclusion: registration is required in order to receive and  
28 access their warranty, contrary to the representations made at time of sale that

1 the Product was accompanied with an express warranty.

2 ***“Unlawful” Prong***

3 104. A business act or practice is “unlawful” under the UCL if it violates any other  
4 law or regulation.

5 105. Defendant’s acts and practices alleged above constitute unlawful business acts  
6 or practices as they have violated the plain language of the SBA as described in  
7 Plaintiff’s First Cause of Action above.

8 106. As detailed in Plaintiff’s Second Cause of Action above, Defendant’s acts and  
9 practices surrounding the sale also violate several provisions of the CLRA.

10 107. The violation of any law constitutes an “unlawful” business practice under the  
11 UCL.

12 108. These acts and practices alleged were intended to or did result in violations of  
13 the SBA and the CLRA.

14 109. Defendant’s practices, as set forth above, have misled Plaintiff, the Class  
15 members, and the public in the past and will continue to mislead in the future.  
16 Consequently, Defendant’s practices constitute an unlawful, fraudulent, and  
17 unfair business practice within the meaning of the UCL.

18 110. Pursuant to the UCL, Plaintiff is entitled to preliminary and permanent  
19 injunctive relief and order Defendant to cease this unfair competition, as well as  
20 disgorgement and restitution to Plaintiff and the Class of all Defendant’s  
21 revenues associated with its unfair competition, or such portion of those  
22 revenues as the Court may find equitable.

23 **PRAYER FOR RELIEF**

24 Plaintiff prays that judgment be entered against Defendant as follows:

- 25 1. That this action be certified as a class action;
- 26 2. That Plaintiff be appointed as the representative of the Classes;
- 27 3. That Plaintiff’s attorneys be appointed Class Counsel;
- 28 4. For an order declaring Defendant’s conduct to be unlawful;

5. For an order compelling Defendant to make restitution to Plaintiff and Class members under the SBA in an amount equal to the total amounts paid and payable for the Class products;
6. For actual damages;
7. For a civil penalty of two-times actual damages;
8. For punitive damages;
9. For pre and post -judgment interest at the legal rate;
10. For actual damages, injunctive relief, restitution, and punitive damages pursuant to California Code of Civil Procedure § 1780;
11. For injunctive and other equitable relief as necessary to protect the interests of Plaintiff and other Class members, as well as public injunctive relief, and an order prohibiting Defendant from engaging in the unlawful, unfair, deceptive and fraudulent acts described above;
12. For an order that Defendant engage in a corrective advertising campaign;
13. For an order of restitution and disgorgement of all profits and unjust enrichment that Defendant obtained from Plaintiff and the Class members as a result of its unlawful, unfair, and fraudulent business practices;
14. For attorney’s fees, costs of suit, and out of pocket expenses; and
15. For such other and further relief that the Court deems proper.

**TRIAL BY JURY**

111. Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands a trial by jury.

Dated: June 18, 2021

Respectfully submitted,

**KAZEROUNI LAW GROUP, APC**

By:  \_\_\_\_\_  
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