

FILED BY FAX

ALAMEDA COUNTY

June 15, 2016

**CLERK OF
THE SUPERIOR COURT
By Amrit Khan, Deputy**

**CASE NUMBER:
RG16819596**

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

MELISSA L. VIGIL, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

MARS INCORPORATED, a Delaware
corporation and **MARS FOOD US, LLC**, a
Delaware corporation,

Defendants.

Case No:

CLASS ACTION COMPLAINT FOR:

1. **VIOLATION OF CAL. BUS. & PROF. CODE §§ 17500, et seq.;**
2. **VIOLATION OF CAL. CIV. CODE §§ 1750, et seq.;**
3. **VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, et seq.**

JURY TRIAL DEMANDED

BY FAX

1 Plaintiff Melissa L. Vigil ("Plaintiff") individually and on behalf of all others similarly
2 situated, based on the investigation of counsel and her own individual knowledge as to Plaintiff's
3 own circumstances, hereby complain against defendants Mars, Incorporated and Mars Food US,
4 LLC ("Defendants" or "Mars") as follows:

5 **I. INTRODUCTION**

6 1. Defendants are one of the largest privately held food companies in the world.
7 Defendants market food products under various brand names, one of which is "Uncle Ben's" rice. A
8 popular product of Defendants is Uncle Ben's Ready Rice – a small microwavable packet of pre-
9 cooked rice that can be prepared within 90 seconds. Uncle Ben's Ready Rice is marketed in
10 multiple flavor; yet, the packaging, cooking instructions, product and serving size are substantially
11 identical throughout Defendants' Ready Rice line.

12 2. For each of the Ready Rice products, Defendants labeled the serving size as one cup,
13 and the total contents of the package as "about" two servings (or "about" two cups). Based on
14 Defendants representation, Plaintiff and members of the putative Class, reasonably expect that
15 Defendants' Uncle Ben's Ready Rice products will yield approximately two cups of rice. However,
16 the total yield of the prepared Ready Rice product is never two cups, but is consistently only 66 to 75
17 percent of the amount labeled. Accordingly, consumers purchasing Defendants' Ready Rice
18 products are materially being short changed by approximately 33-25 percent.

19 3. Defendants' misrepresentations regarding the amount of rice contained in each packet
20 of their Uncle Ben's Ready Rice products is a violation of the California False Advertising Law
21 ("FAL"), CAL. BUS. & PROF. CODE § 17501, the California Consumer Legal Remedies Act
22 ("CLRA"), CAL. CIV. CODE §§ 1770, *et seq.*, and California Unfair Competition Law ("UCL"), CAL.
23 BUS. & PROF. CODE §§ 17000, *et seq.* Plaintiff thus seeks restitution, injunctive, declaratory, and
24 other equitable relief as may be deemed proper by the Court.

25 **II. JURISDICTION AND VENUE**

26 4. This Court has jurisdiction over this action pursuant to Article 6, § 10 of the
27 California Constitution, California Business & Professions Code § 17203, Civil Code § 1780(d) and
28 Code of Civil Procedure §§ 382 and 410.10.

1 5. This Court has jurisdiction over Defendant because it is registered to conduct, and
2 does conduct, substantial business within California. Additionally, Defendant expressly consents to
3 the jurisdiction of this Court within its website's Policy & Agreement.

4 6. Venue is proper in this Court pursuant to Code of Civil Procedure § 395 because
5 Plaintiff was persuaded by Defendants to purchase their product in this county and a substantial or
6 significant portion of the conduct complained of herein occurred and continues to occur within this
7 County.

8 **III. PARTIES**

9 7. Plaintiff Melissa L. Vigil is, and at all times relevant hereto was, a resident of
10 California and a citizen of California. Plaintiff Vigil purchased Defendants' Uncle Ben's Ready
11 Rice products on at least three different occasions, including Defendant's Rice Pilaf and Original
12 flavored Ready Rice products. Plaintiff last purchased Defendants' Uncle Ben's Ready Rice at
13 Safeway in Alameda, California in December 2015.

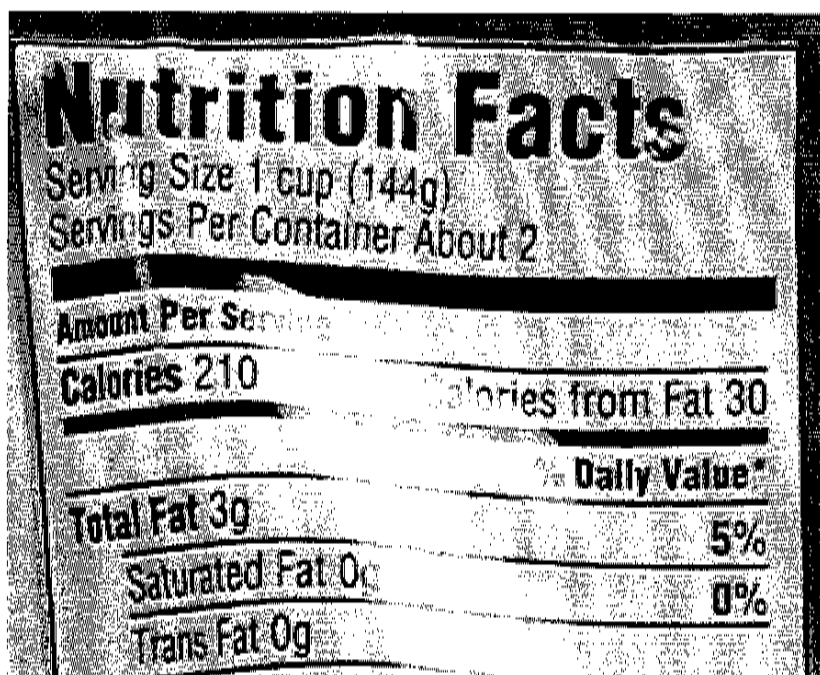
14 8. Defendant Mars, Incorporated is a Delaware corporation with its headquarters in
15 McLean, Fairfax County, VA. Mars, Incorporated manufactures, markets, advertises, distributes and
16 sells confectionery, pet food, and other food products throughout the world.

17 9. Defendant Mars Food US, LLC is a Delaware limited liability corporation with its
18 headquarters in Rancho Dominguez, Los Angeles County, California. Mars Food US, LLC is the
19 U.S. subsidiary of Mars, Incorporated and manufactures, markets, advertises, distributes and sells
20 various food products, including Uncle Ben's branded rice products, throughout the United States.

21 **IV. SUBSTANTIVE ALLEGATIONS**

22 10. The allegations of this class action can be summarized simply: Defendants' Uncle
23 Ben's Ready Rice products do not contain the amount of rice advertised. California consumers are,
24 therefore, paying for an amount of rice that they do not receive.

1 11. The labels on each flavor of Defendants' Ready Rice products are uniform, and each
2 contains the same essential representations. Defendants' Uncle Ben's Ready Rice products comply
3 with FDA-mandated nutritional facts label by listing both the serving size of its product and the
4 number of serving contains within the packet:



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15 This label is conspicuously located adjacent to the cooking instructions for the product. Each of the
16 Uncle Ben's Ready Rice products makes the same representations: One serving of the product is
17 equal to a cup and each product contains "about" two serving. Each of the Uncle Ben's Ready Rice
18 products should, accordingly, contain two cups of rice. This is demonstrable false.

19 12. Instead, when Defendants' Uncle Ben's Ready Rice products are cooked in
20 accordance with the microwave instructions, these products yields between a 1 1/3 cups and 1 1/2 cups
21 of rice. This is far less than the "about" two serving consumers expected after reading the products'
22 labels.

23 13. California law states that a food "is misbranded if its labeling is false or misleading in
24 any particular." CAL. HEALTH & SAFETY CODE § 110660. California has also adopted federal food
25 labeling regulations as the law of the State. CAL. HEALTH & SAFETY CODE § 110100. Accordingly,
26 a violation of federal food labeling law is also a violation of the law of California. CAL. HEALTH &
27 SAFETY CODE § 110665. Here, Defendants' Ready Rice products are undoubtedly misbranded.
28

1 14. Both federal and California law require that the serving size of the product and the
2 number of serving per container be disclosed on the product's label. 21 U.S.C. § 343(q)(1). The
3 serving size must be reported in "a common household measure that is appropriate to the food." *Id.*
4 In the case of Defendants' Uncle Ben's Ready Rice products, the appropriate household measure is a
5 cup. 21 C.F.R. § 101.9(b)(5). The requirement that serving sizes for Defendants' rice products be
6 reported in cups is consistent with the fact that most consumers are familiar with cups as a unit of
7 measure for food and most recipe books use cups as the proper unit of measure for rice. Other
8 measurements like grams are unedifying in comparison.

9 15. When a food manufacturer labels its products, the relevant state and federal
10 regulations require the number of cups be expressed in $\frac{1}{4}$ or $\frac{1}{3}$ cup increments. 21 C.F.R. §
11 101.9(b)(5)(i). Again, these fractional increments are common in cooking and are well understood
12 by an average California consumer. Instead of using $\frac{1}{4}$ or $\frac{1}{3}$ cup increments in reporting the amount
13 of rice contained in both a serving and the packet of its Uncle Ben's Ready Rice products, Defendant
14 rounds amounts to the next whole number. This practice is improper under federal and state food
15 labeling law and will drastically over report the true contents of the Ready Rice products. Thus,
16 consumers are not receiving the "about" two cups of rice as advertised upon purchasing Defendant's
17 Uncle Ben's Ready Rice products, but are receiving far less.

18 16. Plaintiff relied on the accuracy of the label on Defendant's Uncle Ben's Ready Rice
19 products when purchasing the product. Plaintiff reasonably believed that a single package of the
20 Ready Rice product would produce about two cups of rice. However, had Plaintiff and other Class
21 members known the truth regarding the Ready Rice products, they would have not have purchased
22 the product or paid less for it. Accordingly, Plaintiffs and other Class members have been, and
23 continue to be, harmed Defendant's misrepresentations.

24 **V. CLASS ALLEGATIONS**

25 17. Plaintiff brings this action as a class action pursuant to Cal. Civ. Proc. Code 382 for
26 the following Classes of persons:

27 All persons in who, within four (4) years of the filing of this Complaint, purchased,
28 Defendant's Uncle Ben's Ready Rice products.

1 Excluded from the Class are all legal entities, Defendant herein and any person, firm, trust,
2 corporation, or other entity related to or affiliated with Defendant, as well as any judge, justice or
3 judicial officer presiding over this matter and members of their immediate families and judicial staff.

4 18. Plaintiff reserves the right to amend the Class definition if further investigation and
5 discovery indicates that the Class definition should be narrowed, expanded, or otherwise modified.

6 19. While the exact number of Class members is unknown to Plaintiff at this time, and
7 will be ascertained through appropriate discovery, Plaintiff is informed and believes that there are
8 tens of thousands of members in the proposed Class. The number of individuals who comprise the
9 Class are is so numerous that joinder of all such persons is impracticable and the disposition of their
10 claims in a class action, rather than in individual actions, will benefit both the parties and the courts.

11 20. Plaintiff's claims are typical of the claims of the other members of the Class. All
12 members of the Class have been and/or continue to be similarly affected by Defendant's wrongful
13 conduct as complained of herein, in violation of federal and state law. Plaintiff is unaware of any
14 interests that conflict with or are antagonistic to the interests of the Class.

15 21. Plaintiff will fairly and adequately protect the Class members' interests and have
16 retained counsel competent and experienced in consumer class action lawsuits and complex
17 litigation. Plaintiff and their counsel have the necessary financial resources to adequately and
18 vigorously litigate this class action, and Plaintiff is aware of their duties and responsibilities to the
19 Class.

20 22. Defendant has acted with respect to the Class in a manner generally applicable to
21 each Class member. Common questions of law and fact exist as to all Class members and
22 predominate over any questions wholly affecting individual Class members. There is a well-defined
23 community of interest in the questions of law and fact involved in the action, which affect all Class
24 members. Among the questions of law and fact common to the Class are, *inter alia*:

25 a) Defendants' Uncle Ben's Ready Rice products yield significantly less rice
26 than represented by the Defendant's label;

27 b) Whether Defendants label, market and otherwise advertise the Uncle Ben's
28 Ready Rice products in a deceptive, false, or misleading manner by misstating the amount of

1 consumable rice contained therein;

2 c) Whether the Uncle Ben's Ready Rice products are misbranded under
3 California law;

4 d) Whether Defendants sale of the Uncle Ben's Ready Rice products constitutes
5 unfair methods of competition and unfair or deceptive acts or practices in violation of, *inter*
6 *alia*, CAL. CIV. CODE §§ 1770 *et seq.*, including:

7 (i) Whether Defendants misrepresent the source, sponsorship, approval,
8 or certification of the Uncle Ben's Ready Rice products;

9 (ii) Whether Defendants misrepresent that the Uncle Ben's Ready Rice
10 products have benefits or quantities which they do not have;

11 (iii) Whether Defendants represent that the Uncle Ben's Ready Rice
12 products are of a particular standard or quality if it is of another; and

13 (iv) Whether Defendants advertise the Uncle Ben's Ready Rice products
14 with intent not to sell them as advertised;

15 e) Whether Defendants' sale of the Uncle Ben's Ready Rice products constitutes
16 misleading and deceptive advertising under, *inter alia*, CAL. BUS. & PROF. CODE § 17500.

17 f) Whether Defendants' sale of the Uncle Ben's Ready Rice products constitutes
18 "unlawful," "unfair," or "fraudulent" business acts or practices under, *inter alia*, CAL. BUS. &
19 PROF. CODE §§ 17200 *et seq.*, including:

20 (i) Whether Defendants' sale of the Uncle Ben's Ready Rice products
21 constitutes "unlawful" or "unfair" business practices by violating the public policies
22 set out in CAL. BUS. & PROF. CODE §§ 1770 *et seq.*, CAL. BUS. & PROF. CODE §§
23 17500 and other California and federal food labeling statutes and regulations;

24 (ii) Whether Defendants' sale of the Uncle Ben's Ready Rice products is
25 immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers;

26 (iii) Whether Defendants' sale of the Uncle Ben's Ready Rice products
27 constitutes an "unfair" business practice because consumer injury outweighs any
28 countervailing benefits to consumers or competition, and because such injury could

1 not be reasonably avoided by consumers; and

2 (iv) Whether Defendants' mischaracterization of the Uncle Ben's Ready
3 Rice products that constitutes a "fraudulent" business practice because members of
4 the public are likely to be deceived;

5 g) The nature and extent of damages, restitution, equitable remedies, and
6 declaratory and injunctive relief to which Plaintiffs and the Class are entitled; and

7 h) Whether Plaintiffs and the Class should be awarded attorneys' fees and the
8 costs of suit.

9 23. A class action is superior to other available methods for the fair and efficient
10 adjudication of this controversy since joinder of all members is impracticable. Furthermore, as the
11 damages suffered by individual Class members may be relatively small, the expense and burden of
12 individual litigation make it virtually impossible for Class members to individually redress the
13 wrongs done to them. There will be no difficulty in managing this action as a class action.

14 24. Defendants have acted on grounds generally applicable to the entire Class with
15 respect to the matters complained of herein, thereby making appropriate the relief sought herein with
16 respect to the Class as a whole.

17 **FIRST COUNT**

18 **Violation of CAL. BUS. & PROF. CODE §§ 17500, et seq. - 19 Untrue, Misleading and Deceptive Advertising (On Behalf of the Class)**

20 25. Plaintiff hereby incorporates by reference the allegations contained in the preceding
21 paragraphs of this Complaint.

22 26. At all material times, Defendants engaged in a scheme of offering the Uncle Ben's
23 Ready Rice products for sale to Plaintiff and other members of the Class by way of, *inter alia*,
24 commercial marketing, and advertising, internet content, product packaging and labeling, and other
25 promotional materials.

26 27. These materials, advertisements and other inducements misrepresented the true
27 amount of rice in the Uncle Ben's Ready Rice products. Said materials, advertisements, and other
28 inducements were directed at consumers in the State of California by Defendants.

1 28. Defendants' advertisements and other inducements come within the definition of
2 advertising as contained in CAL. BUS. PROF. CODE §§ 17500, *et seq.*, in that such promotional
3 materials were intended as inducements to purchase Defendants' Uncle Ben's Ready Rice products
4 and are statements disseminated by Defendants to Plaintiff and other members of the Class.

5 29. Defendants knew, or in the exercise of reasonable care should have known, that the
6 statements regarding the Uncle Ben's Ready Rice were false, misleading, and/or deceptive.
7 Defendants are responsible for terming the serving size and total yield of their products under federal
8 and state law.

9 30. Consumers, including Plaintiff and members of the Class necessarily and reasonably
10 relied on Defendants' statements regarding the contents of its products. The falsity and misleading
11 nature of Defendant's statements could not be discovered based on common knowledge and/or by
12 simply examining face of the Uncle Ben's Ready Rice's labels before purchasing them. Consumers,
13 including Plaintiff and members of the Class, were among the intended targets of Defendants'
14 representations.

15 31. The above acts of Defendants, in disseminating said misleading and deceptive
16 statements throughout the State of California, including to Plaintiff and members of the Class, were
17 and are likely to deceive reasonable consumers by obfuscating the amount of rice contained within
18 the Uncle Ben's Ready Rice products, and thus are violations of CAL. BUS. PROF. CODE §§ 17500, *et*
19 *seq.*

20 32. Plaintiff and Class members were harmed and suffered injury as a result of
21 Defendant's violations of the CAL. BUS. PROF. CODE §§ 17500, *et seq.* Defendant has been unjustly
22 enriched at the expense of Plaintiff and the members of the Class.

23 33. Accordingly, Plaintiff and members of the Class seek injunctive relief prohibiting
24 Defendants from continuing these wrongful practices, and such other equitable relief, including full
25 restitution of all improper revenues and ill-gotten profits derived from Defendants' wrongful conduct
26 to the fullest extent permitted by law. Misbranded food products cannot legally be manufactured,
27 held, advertised, distributed or sold. Thus, a misbranded food products has no economic value and is
28 worthless as a matter of law, and purchasers of adulterated supplement are entitled to a restitution

1 refund of the purchase price of the product.

2 **SECOND COUNT**

3 **Violation of CAL. BUS. & PROF. CODE §§ 17500, et seq. -**
4 **Untrue, Misleading and Deceptive Advertising**
5 **(On Behalf of the Class)**

6 34. Plaintiffs hereby incorporate by reference the allegations contained in the preceding
7 paragraphs of this Complaint.

8 35. Defendants' Uncle Ben's Ready Rice products are a "good" as defined by California
9 Civil Code section 1761(a).

10 36. Defendants are a "person" as defined by California Civil Code §1761(c).

11 37. Plaintiff and Class members are "consumers" within the meaning of California Civil
12 Code section 1761(d) because they purchased the Uncle Ben's Ready Rice products for personal,
13 family or household use.

14 38. The sale of the Uncle Ben's Ready Rice products to Plaintiff and Class members is
15 "transaction" as defined by California Civil Code §1761(e).

16 39. By labeling the Uncle Ben's Ready Rice products as containing a certain amount of
17 rice, when they do not, Defendants violated California Civil Code section 1770(a)(2), (5), (7) and
18 (9), as it misrepresented the standard, quality, sponsorship, approval, and/or certification of its
19 products.

20 40. As a result of Defendants' conduct, Plaintiff and Class members were harmed and
21 suffered actual damages as a result of Defendants' unfair competition and deceptive acts and
22 practices. Had Defendants disclosed the true nature and/or not falsely represented the Uncle Ben's
23 Ready Rice products, Plaintiff and members of the Class would not have been misled into
24 purchasing Defendants' products, or, alternatively, pay significantly less for them.

25 41. Plaintiff, on behalf of herself and all other similarly situated California consumers,
26 and as appropriate, on behalf of the general public of the State of California, seeks injunctive relief
27 prohibiting Defendants continuing these unlawful practices pursuant to California Civil Code §
28 1782(a)(2).

42. Plaintiff provided Defendants with notice of its alleged violations of the CLRA

1 pursuant to California Civil Code § 1782(a) *via* certified mail, demanding that Defendant correct
2 such violations. Should Defendants fail to adequately respond to Plaintiff's notice within 30 days,
3 Plaintiff will amend this complaint and seek all available damages under the CLRA for all violations
4 complained of herein, including, but not limited to, statutory damages, punitive damages, attorney's
5 fees and cost and any other relief that the Court deems proper.

6 **THIRD COUNT**

7 **Violation of CAL. BUS. & PROF. CODE §§ 17200, *et seq.* -**
8 **Unlawful Business Acts and Practices**
9 **(On Behalf of the Class)**

10 43. Plaintiff hereby incorporates by reference the allegations contained in the preceding
11 paragraphs of this Complaint.

12 44. The Sherman Law, HEALTH & SAF. CODE §§ 109875 *et seq.*, broadly prohibits the
13 misbranding of any food products. The Sherman Law provides that food is misbranded "if its
14 labeling is false or misleading in any particular." HEALTH & SAF. CODE § 110660.

15 45. Defendant is a person within the meaning of HEALTH & SAF. CODE § 109995.

16 46. Additionally, California has adopted as its own, and as the Sherman Law expressly
17 incorporates, "[a]ll food labeling regulations and any amendments to those regulations adopted
18 pursuant to the federal act, in effect on January 1, 1993, or adopted on or after that date" as "the food
19 labeling regulations of this state" including, but not limited to, those adopted pursuant to 21 U.S.C. §
20 343.

21 47. The California Civil Code § 1770(a)(2), (5), (7) and (9) also prohibits mislabeling
22 food misrepresenting the standard, quality, sponsorship, approval, and/or certification of food
23 products, as noted in above.

24 48. The business practices alleged above are unlawful under Business and Professional
25 Code §§ 17500, *et seq.*, California Civil Code §§ 1770(a)(2), (5), (7) and (9) and the Sherman Law,
26 each of which forbids the untrue, fraudulent, deceptive, and/or misleading marketing, advertisement,
27 packaging and labeling of food products.

28 49. These materials, advertisements and other inducements misrepresented the true
amount of rice in the Uncle Ben's Ready Rice products. Said materials, advertisements, and other

1 inducements were directed at consumers in the State of California by Defendants.

2 50. Plaintiff and Class members were harmed and suffered injury as a result of
3 Defendant's actions. Defendant has been unjustly enriched at the expense of Plaintiff and the
4 members of the Class.

5 Accordingly, Plaintiff and members of the Class seek injunctive relief prohibiting Defendants
6 from continuing these wrongful practices, and such other equitable relief, including full restitution of
7 all improper revenues and ill-gotten profits derived from Defendants' wrongful conduct to the fullest
8 extent permitted by law. Misbranded food products cannot legally be manufactured, held, advertised,
9 distributed or sold. Thus, a misbranded food products has no economic value and is worthless as a
10 matter of law, and purchasers of adulterated supplement are entitled to a restitution refund of the
11 purchase price of the product.

12 **FOURTH COUNT**

13 **Violation of CAL. BUS. & PROF. CODE §§ 17200, et seq. -** 14 **Unfair Business Acts and Practices** 15 **(On Behalf of the Class)**

16 51. Plaintiff hereby incorporates by reference the allegations contained in the preceding
17 paragraphs of this Complaint.

18 52. Plaintiff and other members of the Class who purchased the Uncle Ben's Ready Rice
19 products suffered a substantial injury by virtue of buying a product that misrepresented the true
20 amount of rice contained therein. Had Plaintiff and members of the Class known that Defendants'
21 materials, advertisement and other inducements misrepresented the true contains of its products, they
22 would not have purchased said products. Additionally, the Class Products are misbranded under
23 federal law, and may not be purchased and sold.

24 53. Defendants' actions alleged herein violate the laws and public policies of California
25 and the United States, as set out preceding paragraphs of this Complaint.

26 54. There is no benefit to consumers or competition by allowing Defendants to sell
27 misbranded food products and deceptively market, advertise, package and label its products.

28 55. Plaintiff and Class members who purchased the Uncle Ben's Ready Rice products
had no way of reasonably knowing that these products were deceptively marketed, advertised,

1 packaged and labeled, and/or adulterated. Thus, Plaintiff and Class members could not have
2 reasonably avoided the injury they suffered.

3 56. The gravity of the harm suffered by Plaintiff and Class members who purchased the
4 Uncle Ben's Ready Rice products outweighs any legitimate justification, motive or reason for
5 marketing, advertising, packaging and labeling the these products in a deceptive and misleading
6 manner. Accordingly, Defendants' actions are immoral, unethical, unscrupulous and offend the
7 established public policies as set out in federal regulations and state law and is substantially injurious
8 to Plaintiff and members of the Class.

9 57. Plaintiff and Class members were harmed and suffered injury as a result of
10 Defendant's violations of the CAL. BUS. PROF. CODE §§ 17200, *et seq.* Defendant has been unjustly
11 enriched at the expense of Plaintiff and the members of the Class.

12 58. Accordingly, Plaintiff and members of the Class seek injunctive relief prohibiting
13 Defendants from continuing these wrongful practices, and such other equitable relief, including full
14 restitution of all improper revenues and ill-gotten profits derived from Defendants' wrongful conduct
15 to the fullest extent permitted by law. Misbranded food products cannot legally be manufactured,
16 held, advertised, distributed or sold. Thus, a misbranded food products has no economic value and is
17 worthless as a matter of law, and purchasers of adulterated supplement are entitled to a restitution
18 refund of the purchase price of the product.

19 **FIFTH COUNT**

20 **Violation of CAL. BUS. & PROF. CODE §§ 17200, *et seq.* -** 21 **Fraudulent Business Acts and Practices** 22 **(On Behalf of the California Sub-Class)**

23 59. Plaintiff hereby incorporates by reference the allegations contained in the preceding
24 paragraphs of this Complaint.

25 60. The acts of Defendants as described above constitute a fraudulent business practice
26 under Business and Professional Code §§ 17200, *et seq.*

27 61. As more fully described above, Defendants misrepresented the true amount of rice
28 contained therein in the Uncle Ben's Ready Rice products.

62. Defendants' misleading marketing, advertising, packaging, and labeling are likely to,

1 and do, deceive reasonable consumers. Indeed, Plaintiff was deceived about the true amount of rice
2 contained in Defendants' Uncle Ben's Ready Rice products, as Defendants' marketing, advertising,
3 packaging, and labeling of its products misrepresents amount of rice contained in the Ready Rice
4 products. Said acts are fraudulent business practice and acts.

5 63. Defendants' misleading and deceptive practices caused Plaintiff and Class members
6 to purchase Defendants' products and/or pay more than she would have otherwise had she know the
7 true amount of rice contained in the Ready Rice products.

8 64. Plaintiff Vigil and California Sub-Class members were harmed and suffered injury as
9 a result of Defendant's violations of the CAL. BUS. PROF. CODE §§ 17200, *et seq.* Defendants have
10 been unjustly enriched at the expense of Plaintiff and the members of the Class.

11 65. Accordingly, Plaintiff and members of the Class seek injunctive relief prohibiting
12 Defendants from continuing these wrongful practices, and such other equitable relief, including full
13 restitution of all improper revenues and ill-gotten profits derived from Defendants' wrongful conduct
14 to the fullest extent permitted by law. Misbranded food products cannot legally be manufactured,
15 held, advertised, distributed or sold. Thus, a misbranded food products has no economic value and is
16 worthless as a matter of law, and purchasers of adulterated supplement are entitled to a restitution
17 refund of the purchase price of the product.

18 **VI. PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff and the Class pray for relief and judgment as follows:

20 A. For an order declaring that this action is properly maintained as a class action and
21 appointing Plaintiff as a representative for the Class, and appointing Plaintiffs' counsel as Class
22 counsel;

23 B. That Defendants bear the costs of any notice sent to the Class;

24 C. For an order awarding Plaintiff and the members of the Class actual damages,
25 restitution and/or disgorgement, to the extent allowed under the law;

26 D. For an order enjoining Defendants from continuing to engage in the unlawful and
27 unfair business acts and practices as alleged herein;

28 E. For an order awarding Plaintiff and the members of the Class pre- and post-judgment

1 interest;

2 F. For an order awarding attorneys' fees and costs of suit, including expert's witnesses
3 fees as permitted by law; and

4 G. Such other and further relief as this Court may deem just and proper.

5 **VII. JURY TRIAL DEMAND**

6 Plaintiff demand a trial by jury for all of the claims asserted in this Complaint so triable.

7
8 DATED: June 13, 2016

Respectfully submitted,

FINKELSTEIN & KRINSK LLP

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10 By: 

11
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20 *Attorneys for Plaintiffs*
21 *and the Putative Classes*
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DECLARATION OF MELISSA L. VIGIL

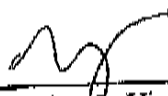
I, Melissa L. Vigil, declare as follows:

1. I am the Plaintiff in above-captioned action. I have personal knowledge of the facts stated herein, and if called to do so, could and would competently testify thereto.

2. I purchased Defendants' Uncle Ben's Ready Rice products, as described in the complaint attached hereto, in Oakland, California. Accordingly, the transaction that give rise to this complaint occurred in Alameda County.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 3, 2016 in San Diego, California.



Melissa L. Vigil