

1 **YOON LAW, APC**  
 2 Kenneth H. Yoon (SBN 198443)  
 3 kyoonyoon@yoonlaw.com  
 4 Stephanie E. Yasuda (SBN 265480)  
 5 syasuda@yoonlaw.com  
 6 Brian G. Lee (SBN 300990)  
 7 blee@yoonlaw.com  
 8 One Wilshire Blvd., Suite 2200  
 9 Los Angeles, California 90017  
 10 Telephone: (213) 612-0988  
 11 Facsimile: (213) 947-1211  
 12  
 13 Attorneys for Plaintiffs  
 14 Youngsuk Kim and Jennifer Greene  
 15  
 16 [Additional counsel listed on next page]  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28

**UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA**

**YOUNGSUK KIM**, an individual, and  
 on behalf of other members of the  
 general public similarly situated, and  
**JENNIFER GREENE**, an individual,  
 and on behalf of other members of the  
 general public similarly situated;

Plaintiffs,

vs.

**BENIHANA, INC.**, a Florida  
 corporation;

Defendant.

CASE NO. 5:19-cv-02196 FMO (KKx)

[Hon. Fernando M. Olguin,  
 Courtroom 6D]

**CLASS ACTION**

**FIRST AMENDED CLASS ACTION  
 COMPLAINT FOR:**

1. **VIOLATION OF BUSINESS AND PROFESSIONS CODE §17200, et seq.**
2. **VIOLATION OF BUSINESS AND PROFESSIONS CODE §17500, et seq.**
3. **VIOLATION OF CALIFORNIA CIVIL CODE § 1750. et seq.**
4. **BREACH OF EXPRESS WARRANTY**

**JURY TRIAL DEMANDED**

1 **LIM LAW GROUP, P.C.**  
2 Preston H. Lim (SBN 275249)  
3 phl@limlawgroup.com  
4 3435 Wilshire Blvd., Suite 2350  
5 Los Angeles, California 90010  
6 Telephone: (213) 900-3000  
7 Facsimile: (213) 204-3000

8 **LAW OFFICES OF JONG YUN KIM**  
9 Jong Yun Kim (SBN 272176)  
10 jongkimlaw@hotmail.com  
11 3600 Wilshire Blvd., Suite 2226  
12 Los Angeles, California 90010  
13 Telephone: (213) 351-9400  
14 Facsimile: (213) 736-6514

15 Attorneys for Plaintiffs  
16 Youngsuk Kim and Jennifer Greene  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 Plaintiffs Youngsuk Kim and Jennifer Greene (“Plaintiffs”) allege the  
2 following based upon personal knowledge as to themselves and their own acts, and  
3 upon information and belief and the investigation by Plaintiffs’ counsel, Plaintiffs  
4 believe that substantial additional evidentiary support exists for the allegations set  
5 forth herein and will be available after a reasonable opportunity for discovery.

6 **NATURE OF THE ACTION**

7 1. This action seeks to remedy the unfair, deceptive, and unlawful  
8 business practices of Benihana, Inc. (“Defendant” or “Benihana”) with respect to the  
9 adulteration of food and the false advertising or misbranding of food items.  
10 Specifically, during the Class Period (defined below), Benihana employs a classic  
11 bait and switch tactic whereby it falsely labeled and advertised food products  
12 containing crab on their menu, when in fact, no crab meat was present in the  
13 product.

14 2. Benihana Inc. is an American restaurant company based in Aventura,  
15 Florida. It owns or franchises 116 Japanese cuisine restaurants around the world,  
16 including its flagship Benihana Teppanyaki brand, as well as the Haru and RA Sushi  
17 restaurants. Benihana sells food items containing “crab” on their menu, including  
18 but not limited to Shrimp Lovers Roll, Shrimp Crunchy Roll, Alaskan Roll, Dragon  
19 Roll, Chili Shrimp Roll, Rainbow Roll, Spider Roll, Sumo Roll Baked, and Lobster  
20 Roll, and/or California Roll (hereinafter the “Food Product(s)”) at any and all of  
21 their locations in California during the last four years.

22 3. In connection with the sale of the Food Products, Benihana has  
23 engaged in unfair and deceptive practices constituting violations of the CLRA by  
24 purporting to represent that the Food Products contain “crab,” when in fact, no crab  
25 meat was present in the product. Although these menu items provide notice that  
26 “Kani kama crab” and “kani kama crab mix” contain imitation crab, they have failed  
27 to disclose that the Food Products contain “Kani kama crab” or “kani kama crab  
28 mix,” thereby misleading and deceiving their customers into believing that the Food

1 Products contain actual crab meat. In doing so, they have intentionally misbranded  
2 the Food Products by using imitation crab meat in the Food Products, despite  
3 advertising that these Food Products contain “crab.”

4 4. As such, Benihana has concealed, suppressed and/or misrepresented  
5 through the in-store and online menus regarding the contents of the Food Products  
6 in violation of Civil Code section 1770. The company also has engaged in unfair  
7 business practices under Business and Professions Code section 17220, et seq.,  
8 engaged in false advertising, fraud, negligent misrepresentation and related  
9 violations. Benihana has represented that the Food Products have characteristics  
10 and ingredients which they do not have. It also represented that the Food Products  
11 are of a particular standard quality or grade, when they are not.

12 5. Food items are displayed with pricing and ingredient information;  
13 however, the ingredient information is false and deceptive.

14 6. When purchasing food items from Benihana, Plaintiffs relied on  
15 Defendant’s misrepresentations on the menu. Plaintiffs would not have purchased  
16 the various Food Products had they known that Defendant’s representations were  
17 false and misleading.

18 7. Defendant’s conduct of falsely marketing, advertising, labeling, and  
19 selling its Food Products constitutes unfair, unlawful, and fraudulent conduct; is  
20 likely to deceive members of the public; and is unethical, oppressive, unscrupulous,  
21 and/or substantially injurious to consumers, because, among other things, it  
22 misrepresents the characteristics of goods and services.

23 8. Benihana intentionally concealed and failed to disclose the truth about  
24 its misrepresentations and false advertising scheme for the purpose of inducing  
25 Plaintiff and others similarly situated to purchase food items at Benihana.

26 9. Through its false and deceptive marketing, advertising and pricing  
27 scheme, Benihana violated (and continues to violate) California laws prohibiting  
28 advertising goods for sale of prices which are false. Specifically, Defendant violated

1 (and continues to violate) California’s Business & Professions Code §§ 17200, et  
2 seq. (the “UCL”), California’s Business & Professions Code §§ 17500, et seq. (the  
3 “FAL”), the California Consumers’ Legal Remedies Act, California Civil Code §§  
4 1750, *et seq.*, (the “CLRA”); the warranty laws of California; California common  
5 law.

6 10. Plaintiffs, individually and on behalf of all others similarly situated,  
7 seek restitution and other equitable remedies, including an injunction under the UCL  
8 and FAL; and restitution, damages and an injunction under the CLRA.

9 **JURISDICTION AND VENUE**

10 11. This class action is brought pursuant to Rule 23 of the Federal Rules of  
11 Civil Procedure. The monetary damages and restitution sought by Plaintiffs exceeds  
12 the minimal jurisdiction limits of the District Court and will be established  
13 according to proof at trial.

14 12. Defendant has removed this action to the District Court pursuant to 28  
15 U.S.C. § 1332(d).

16 13. This Court has jurisdiction over the named Defendant because, upon  
17 information and belief, Defendant has sufficient minimum contacts with the State of  
18 California or otherwise intentionally avail themselves of the California market so as  
19 to render the exercise of jurisdiction over them by the California courts consistent  
20 with traditional notions of fair play and substantial justice.

21 14. Venue is proper in this Court because, upon information and belief,  
22 Defendant maintains offices, has agents, and/or transacts business in the State of  
23 California, County of San Bernardino, and the acts and omissions alleged herein  
24 took place in the State of California, County of San Bernardino.

25 **PARTIES**

26 15. Plaintiff Youngsuk Kim is an individual and consumer who resided in  
27 the State of California at the time of purchasing the Food Products. During the Class  
28 Period, Plaintiff purchased Food Products from Benihana locations in California,

1 including locations in the city of Santa Monica.

2 16. Plaintiff Jennifer Greene is an individual and consumer who resided in  
3 the State of California at the time of purchasing the Food Products. During the Class  
4 Period, Plaintiff purchased Food Products from Benihana locations in California,  
5 including locations in the city of Torrance.

6 17. Prior to purchasing the Product, Plaintiffs read and relied upon false  
7 and misleading statements that were prepared by and/or approved by Defendant and  
8 its agents and disseminated through hard-copy and online menus. For each purchase,  
9 they understood that they were paying a particular price for a particular item and  
10 was deceived when he received an item other than that labeled and advertised.  
11 Plaintiffs would not have purchased the Food Products, and/or would not have paid  
12 a premium for the Food Products had they known the true quality and ingredients of  
13 the Food Products. Plaintiffs thus were damaged by Defendant's practice.

14 18. Benihana, Inc. is a Florida corporation with a principal place of  
15 business in Aventura, Florida. Benihana distributes, markets, advertises, and sells  
16 in-store food items at its stores in California and throughout the rest of the United  
17 States. Benihana has experienced massive growth, both domestically and  
18 internationally.

19 19. Plaintiffs are informed and believe, and thereon allege, that Defendant  
20 and its representatives, agents, officers, directors, attorneys, subsidiaries, dba's and  
21 any other person or entity under its control or acting on its behalf, at all times herein  
22 mentioned, were the partners, joint venturers, subsidiaries, successors in interest,  
23 managing agent, merged entities, agents, alter egos, part of a jointly owned,  
24 managed, and/or operated business enterprise, and/or employees of each other and  
25 in doing the acts, omissions, and things alleged herein were acting as such and  
26 within the scope of their authority as such agents and employees and with the  
27 permission and consent of Defendant. Plaintiffs are informed and believe, and  
28 thereon allege, that Defendant has, and at all times herein mentioned had, a joint

1 economic and business interest, goal and purpose in the products that are the subject  
2 of this lawsuit.

3 **ALLEGATIONS OF FACT**

4 20. Plaintiffs are informed and believe, and based thereon allege, that at all  
5 relevant times mentioned in this Complaint, Defendant has owned and/or operated  
6 restaurants in the State of California, including in the County of San Bernardino.

7 21. Plaintiffs are informed and believe, and based thereon allege, that  
8 Defendant fail to disclose in their menus that the Food Products do not contain real  
9 crab meat.

10 22. At all times mentioned in this Complaint, Defendant through its menus  
11 has suppressed and concealed and continues to suppress and conceal the fact that the  
12 Food Products do not contain crab meat. For example, Defendant does not state  
13 anywhere in its restaurant or in its in-store menus that the Food Products do not  
14 contain crab meat.

15 23. During the last four years, Plaintiffs purchased the Food Products,  
16 purportedly containing crab meat at the restaurant owned, operated or managed by  
17 Defendant. Specifically, Plaintiff Kim purchased Food Products at the Benihana  
18 located at 1447 4th Street, Santa Monica, in the State of California, believing and  
19 having been led to believe that the Food Products actually contained crab meat.  
20 Plaintiff Greene purchased the Food Products at the Benihana located at 21327  
21 Hawthorne Blvd., Torrance, in the State of California, believing and having been led  
22 to believe that the Food Products actually contained crab meat.

23 24. At all times herein relevant, when Plaintiffs purchased the Food  
24 Products, they were exposed to Defendant's in-store menus, which did not disclose  
25 that the Food Products did not contain crab meat. To their detriment, Plaintiffs  
26 relied upon these in-store menus when purchasing and consuming the Food  
27 Products.

28 25. Plaintiffs are informed and believe, and based thereon allege, that

1 Defendant's concealment of the fact that the Food Products do not contain crab meat  
2 and being explicitly informed by Defendant's in-store menus that the Food Products  
3 contain crab meat, was the immediate cause of Plaintiffs and the other class  
4 members consuming the Food Products.

5 26. In light of Defendant's representations and omissions, as alleged  
6 herein, regarding the Food Products, Plaintiffs and members of the putative class  
7 reasonably believed that the Food Products contained crab meat.

8 27. Plaintiffs are informed and believe, and based thereon allege, as a result  
9 of Defendant's false and misleading representations, as alleged herein, Plaintiffs  
10 have suffered damages including, but not limited to, monetary loss, caused by the  
11 fact he was misled by Defendant's in-store menus into purchasing and consuming  
12 the Food Products, which did not contain crab meat.

13 **CLASS ACTION ALLEGATIONS**

14 28. Plaintiffs bring this action pursuant to Rule 23 of the Federal Rules of  
15 Civil Procedure on behalf of the following similarly-situated persons:

16 All persons who purchased the Food Products that Benihana's menu labeled  
17 to contain "crab," for personal or household use, and not for resale or distribution  
18 purposes, from Benihana in California between September 26, 2015 and the date of  
19 judgment in this action. Specifically excluded from this Class are Benihana; the  
20 officers, directors, or employees of Benihana; any entity in which Benihana has a  
21 controlling interest; and any affiliate, legal representative, heir, or assign of  
22 Benihana. Also excluded are those who assert claims for personal injury as well as  
23 any federal, state, or local governmental entities, any judicial officer presiding over  
24 this action and the members of his/her immediate family and judicial staff, and any  
25 juror assigned to this action.

26 The Class includes the following Subclasses:

- 27 a) **Subclass A:** All persons who purchased the Shrimp Lovers Roll  
28 that Benihana's menu labeled to contain "crab," for personal or

- 1 household use, and not for resale or distribution purposes, from  
2 Benihana in California between September 26, 2015 and the date  
3 of judgment in this action.
- 4 b) **Subclass B:** All persons who purchased the Shrimp Crunchy Roll  
5 that Benihana’s menu labeled to contain “crab,” for personal or  
6 household use, and not for resale or distribution purposes, from  
7 Benihana in California between September 26, 2015 and the date  
8 of judgment in this action.
- 9 c) **Subclass C:** All persons who purchased the Alaskan Roll that  
10 Benihana’s menu labeled to contain “crab,” for personal or  
11 household use, and not for resale or distribution purposes, from  
12 Benihana in California between September 26, 2015 and the date  
13 of judgment in this action.
- 14 d) **Subclass D:** All persons who purchased the Dragon Roll that  
15 Benihana’s menu labeled to contain “crab,” for personal or  
16 household use, and not for resale or distribution purposes, from  
17 Benihana in California between September 26, 2015 and the date  
18 of judgment in this action.
- 19 e) **Subclass E:** All persons who purchased the Chili Shrimp Roll  
20 that Benihana’s menu labeled to contain “crab,” for personal or  
21 household use, and not for resale or distribution purposes, from  
22 Benihana in California between September 26, 2015 and the date  
23 of judgment in this action.
- 24 f) **Subclass F:** All persons who purchased the Rainbow Roll that  
25 Benihana’s menu labeled to contain “crab,” for personal or  
26 household use, and not for resale or distribution purposes, from  
27 Benihana in California between September 26, 2015 and the date  
28 of judgment in this action.

- 1           g)    **Subclass G:** All persons who purchased the Spider Roll that  
2                    Benihana’s menu labeled to contain “crab,” for personal or  
3                    household use, and not for resale or distribution purposes, from  
4                    Benihana in California between September 26, 2015 and the date  
5                    of judgment in this action.
- 6           h)    **Subclass H:** All persons who purchased the Sumo Roll Baked  
7                    that Benihana’s menu labeled to contain “crab,” for personal or  
8                    household use, and not for resale or distribution purposes, from  
9                    Benihana in California between September 26, 2015 and the date  
10                  of judgment in this action.
- 11          i)    **Subclass I:** All persons who purchased the Lobster Roll that  
12                    Benihana’s menu labeled to contain “crab,” for personal or  
13                    household use, and not for resale or distribution purposes, from  
14                    Benihana in California between September 26, 2015 and the date  
15                    of judgment in this action.
- 16          j)    **Subclass J:** All persons who purchased the California Roll that  
17                    Benihana’s menu labeled to contain “crab,” for personal or  
18                    household use, and not for resale or distribution purposes, from  
19                    Benihana in California between September 26, 2015 and the date  
20                    of judgment in this action.

21           29.    Plaintiffs reserve their rights to amend or modify the Class and  
22           Subclass definitions with greater specificity or further division into sub-class or  
23           limitation to particular issues.

24           30.    The Class and Subclasses are sufficiently numerous, as they include  
25           thousands of persons who have purchased the Food Products. Thus, joinder of such  
26           persons in a single action or bringing all members of the Class and Subclasses  
27           before the Court is impracticable for purposes of Rule 23. The question is one of a  
28           general or common interest of many persons and it is impractical to bring them all

1 before the Court. The disposition of the claims of the members of the Class and  
2 Subclasses in this class action will substantially benefit both the parties and the  
3 Court.

4 31. Plaintiffs will fairly and adequately represent and protect the interests  
5 of the other members of each respective Class for purposes of Rule 23. Plaintiffs  
6 have no interests antagonistic to those of other members of the Class or Subclasses.  
7 Plaintiffs are committed to the vigorous prosecution of this action and have retained  
8 counsel experienced in litigation of this nature to represent them. Plaintiffs  
9 anticipate no difficulty in the management of this litigation as a class action.

10 32. Class certification is appropriate under Rule 23 because Defendant has  
11 acted on grounds that apply generally to each Class, so that final injunctive relief or  
12 corresponding declaratory relief is appropriate respecting each Class as a whole.  
13 Defendant utilizes an integrated, nationwide menu label that includes uniform  
14 misrepresentations that misled Plaintiff and the other members of the Class and  
15 Subclasses.

16 33. Class certification is appropriate under Rule 23 because common  
17 questions of law and fact substantially predominate over any questions that may  
18 affect only individual members of the Class and Subclasses. Among these common  
19 questions of law and fact are:

- 20 a. Whether Defendant engaged in a pattern or practice of concealing,  
21 suppressing and/or misrepresenting in their menus the fact that the  
22 Food Products do not actually contain “crab” meat.
- 23 b. Whether Defendant engaged in a pattern or practice of concealing,  
24 suppressing and/or misrepresenting the source, quality, and/or  
25 method of obtaining the Food Products.
- 26 c. Whether Defendant thereby engaged in consumer fraud, deceptive  
27 trade practices, or other unlawful acts.
- 28 d. Whether Class Members are entitled to damages including punitive

1 damages, restitution, disgorgement of profits, and injunctive relief,  
2 and the proper measure, nature and extent of such relief.

3 e. Whether the Plaintiffs and the Class and Subclass Members suffered  
4 monetary, general, consequential, and special damages and, if so,  
5 what is the measure of those damages.

6 f. Whether Plaintiffs and members of the Class and Subclasses are  
7 entitled to injunctive and other equitable relief.

8 g. Whether Defendant were unjustly enriched by their conduct.

9 34. Defendant engaged in a common course of conduct giving rise to the  
10 legal rights sought to be enforced by the members of the Class and Subclasses.  
11 Similar or identical statutory and common law violations and deceptive business  
12 practices are involved. Individual questions, if any, pale by comparison to the  
13 numerous common questions that predominate.

14 35. The injuries sustained by Plaintiffs and the members of the Class and  
15 Subclasses flow, in each instance, from a common nucleus of operative facts –  
16 Defendant’s misconduct.

17 36. Plaintiffs and the members of the Class and Subclasses have been  
18 damaged by Defendant's misconduct. The members of the Class and Subclasses  
19 have paid for a product that would not have been purchased in the absence of  
20 Defendant’s deceptive scheme, or, alternatively, would have been purchased at a  
21 lesser price.

22 37. Proceeding as a class action provides substantial benefits to both the  
23 parties and the Court because this is the most efficient method for the fair and  
24 efficient adjudication of the controversy. Members of the Class and Subclasses have  
25 suffered and will suffer irreparable harm and damages as a result of Defendant’s  
26 wrongful conduct. Because of the nature of the individual claims of the members of  
27 the Class and Subclasses, few, if any, could or would otherwise afford to seek legal  
28 redress against Defendant for the wrongs complained of herein, and a representative

1 class action is therefore the appropriate, superior method of proceeding and essential  
2 to the interests of justice insofar as the resolution of claims of the members of the  
3 Class and Subclasses is concerned. Absent a representative class action, members of  
4 the Class and Subclasses would continue to suffer losses for which they would have  
5 no remedy, and Defendant would unjustly retain the proceeds of its ill-gotten gains.  
6 Even if separate actions could be brought by individual members of the Class and  
7 Subclasses, the resulting multiplicity of lawsuits would cause undue hardship,  
8 burden, and expense for the Court and the litigants, as well as create a risk of  
9 inconsistent rulings, which might be dispositive of the interests of the other  
10 members of the Class and Subclasses who are not parties to the adjudications and/or  
11 may substantially impede their ability to protect their interests.

12 **FIRST CAUSE OF ACTION**

13 **UNFAIR, UNLAWFUL, AND FRAUDULENT BUSINESS PRACTICES**  
14 **IN VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, *et seq.***  
15 **(By Plaintiffs on behalf of the Class and all Subclasses against Defendant)**

16 38. Plaintiffs repeat and reallege the allegations set forth above and  
17 incorporates the same as if set forth herein at length.

18 39. This cause of action is brought pursuant to Business and Professions  
19 Code § 17200, *et seq.*

20 40. In the labeling and advertising of its Food Products, Defendant makes  
21 false and misleading statements regarding the ingredients of products. Specifically,  
22 Defendant labels and advertises that the Food Products contain real crab meat when  
23 they do not.

24 41. Defendant is aware of the representations it makes regarding the  
25 ingredients on its menu are false and misleading.

26 42. As alleged in the preceding paragraphs, the misrepresentations by  
27 Defendant of the material facts detailed above constitute an unfair and fraudulent  
28 business practice within the meaning of California Business & Professions Code §

1 17200.

2 43. There were reasonably available alternatives to further Defendant's  
3 legitimate business interests, other than the conduct described herein.

4 44. All of the conduct alleged herein occurs and continues to occur in  
5 Defendant's business. Defendant's wrongful conduct is part of a pattern or  
6 generalized course of conduct repeated on thousands of occasions daily.

7 45. Pursuant to Business & Professions Code §§ 17203 and 17535,  
8 Plaintiff and the members of the Class seek an order of this Court enjoining  
9 Defendant from continuing to engage, use, or employ their practice of advertising  
10 the sale of their food products. Likewise, Plaintiff and the members of the Class  
11 seek an order requiring Defendant to disclose such misrepresentations, and  
12 additionally request an order awarding Plaintiff restitution of the money wrongfully  
13 acquired by Defendant by means of responsibility attached to Defendant's failure to  
14 disclose the existence and significance of said misrepresentations.

15 **SECOND CAUSE OF ACTION**

16 **FALSE AND MISLEADING ADVERTISING**

17 **IN VIOLATION OF BUSINESS & PROFESSIONS CODE § 17500, *et seq.***

18 **(By Plaintiffs and the Class and all Subclasses against Defendant)**

19 46. Plaintiffs repeat and reallege the allegations set forth in the preceding  
20 paragraphs and incorporates the same as if set forth herein at length.

21 47. This cause of action is brought pursuant to Business and Professions  
22 Code § 17500, *et seq.*

23 48. As alleged above, Defendant made untrue, false, deceptive and/or  
24 misleading statements in connection with the labeling and advertising of the Food  
25 Products.

26 49. Defendant made representations and statements (by omission and  
27 commission) that led reasonable customers to believe that they were purchasing  
28 items containing crab, when in fact, no crab meat was present in the Food Products.

1           50. Defendant further deceptively failed to inform Plaintiff and members of  
2 the Class that the Food Products did not contain any crab meat.

3           51. Plaintiffs and members of the Class relied to their detriment on  
4 Defendant's false, misleading and deceptive advertising and marketing practices,  
5 including each of the misrepresentations and omissions set forth above.

6           52. Had Plaintiff and members of the Class been adequately informed and  
7 not intentionally deceived by Defendant, they would have acted differently by,  
8 without limitation, refraining from purchasing the Food Products or paying less for  
9 them.

10          53. Defendant's acts and omissions are likely to deceive the general public.

11          54. Defendant engaged in these false, misleading and deceptive advertising  
12 and marketing practices to increase its profits. Accordingly, Defendant has engaged  
13 in false advertising, as defined and prohibited by section 17500, *et seq.* of the  
14 California Business and Professions Code.

15          55. The aforementioned practices, which Defendant used, and continue to  
16 use, to its significant financial gain, also constitutes unlawful competition and  
17 provides an unlawful advantage over Defendant's competitors as well as injury to  
18 the general public.

19          56. Pursuant to Business & Professions Code §§ 17203 and 17535,  
20 Plaintiff and the members of the Classes seek an order of this Court enjoining  
21 Defendant from continuing to engage, use, or employ their practice of advertising  
22 the sale and use of Defendant's Food Products. Likewise, Plaintiff and the members  
23 of the Class seek an order requiring Defendant to disclose such misrepresentations,  
24 and additionally request an order awarding Plaintiff restitution of the money  
25 wrongfully acquired by Defendant by means of responsibility attached to  
26 Defendant's failure to disclose the existence and significance of said  
27 misrepresentations.  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**THIRD CAUSE OF ACTION**

**VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT**

**CALIFORNIA CIVIL CODE § 1750, *et seq.***

**(By Plaintiffs on behalf of the Class and all Subclasses against Defendant)**

57. Plaintiffs repeat and reallege all the allegations of the previous paragraphs and incorporates the same as if set forth herein at length.

58. This cause of action is brought pursuant to Civil Code § 1750, *et seq.*, the Consumers Legal Remedies Act (“CLRA”).

59. The policies, acts, and practices heretofore described were intended to result in the sale of Defendant’s Food Products to the consuming public .

60. By engaging in the actions, representations and conduct set forth herein, Defendant has violated, and continues to violate, § 1770(a)(2), § 1770(a)(5), § 1770(a)(7), and § 1770(a)(9) of the CLRA. In violation of California Civil Code §1770(a)(2), Defendant’s acts and practices constitute improper representations regarding the source, sponsorship, approval, or certification of the goods they sold. In violation of California Civil Code §1770(a)(5), Defendant’s acts and practices constitute improper representations that the goods they sell have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities, which they do not have. In violation of California Civil Code §1770(a)(7), Defendant’s acts and practices constitute improper representations that the goods they sell are of a particular standard, quality, or grade, when they are of another. In violation of California Civil Code §1770(a)(9), Defendant has advertised goods or services with intent not to sell them as advertised.

61. Specifically, Defendant’s acts and practices led customers to falsely believe that the Food Products contain crab meat, when no crab meat is present.

62. Defendant’s actions as described hereinabove were done with conscious disregard of Plaintiff's rights and Defendant were wanton and malicious in their concealment of the same.





1 misleading labeling, advertising, and marketing, plus pre and post-judgment interest  
2 thereon;

3 G. That the Court order Defendant to disgorge all monies wrongfully  
4 obtained and all revenues and profits derived by Defendant as a result of its acts or  
5 practices as alleged in this Complaint;

6 H. For compensatory and punitive damages in amounts to be determined  
7 by the Court and/or jury;

8 I. For prejudgment interest on all amounts awarded;

9 J. For an Order of restitution and all other forms of equitable monetary  
10 relief;

11 K. For costs, expenses, and reasonable attorneys’ fees;

12 L. For punitive damages;

13 M. That the Court grant such other and further relief as may be just and  
14 proper.

15  
16 Dated: March 23, 2020

YOON LAW, APC

17  
18 /s/ Kenneth H. Yoon

19 Kenneth H. Yoon  
20 Attorneys for Plaintiffs  
21 Youngsuk Kim and Jennifer Greene

22 **JURY DEMAND**

23 Plaintiff demands a trial by jury on all causes of action so triable.

24  
25 Dated: March 23, 2020

YOON LAW, APC

26  
27 /s/ Kenneth H. Yoon

28 Kenneth H. Yoon  
Attorneys for Plaintiffs  
Youngsuk Kim and Jennifer Greene