Superior Court of California

County of Orange

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GENE HANFLING

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

GENE HANFLING, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

REGENECA, INC., ETHOS ENVIRONMENTAL, INC. dba REGENECA INTERNATIONAL, INC.; and DOES 1 through 300, inclusive,

Defendants.

Case No. 30-2012-00577998-CU-BT-CXC

COMPLEX CASE – CLASS ACTION

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 Civil Code § 1750 *et seq*.
4. Negligent Misrepresentation
5. Intentional Misrepresentation
6. Breach of Express Warranty

Judge Nancy Wieben Stock

Plaintiff GENE HANFLING ("Plaintiff") brings this class action complaint against defendants REGENECA, INC.; ETHOS ENVIRONMENTAL, INC. dba REGENECA INTERNATIONAL, INC.; and DOES 1 through 300 (collectively, "Defendants"). Plaintiff brings this complaint individually and on behalf of all similarly situated persons within the United States of America who purchased a product known as Regenerect Natural Male Enhancement Stimulator.

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NATURE OF THE ACTION

1. This is a class action that stems from Defendants' scheme to falsely, misleadingly, deceptively, fraudulently, and unlawfully formulate, manufacture, promote, distribute, and sell the product known as Regenerect Natural Male Enhancement Stimulator (the "Product"). Defendants materially misrepresented and continue to materially misrepresent various material aspects of the Product in print, on the Internet, and on the Product's packaging as part of their deceptive, fraudulent, misleading, and unlawful scheme to deceive consumers and, thus, increase sales of the Product. Through these material misrepresentations, Defendants violate numerous provisions of the law, including California Business & Professions Code § 17200 *et seq*. (the Unfair Competition Law or "UCL"), California Business & Professions Code § 17500 *et seq*. (the False Advertising Law or "FAL"), and California Civil Code § 1750 *et seq*. (the Consumer Legal Remedies Act or "CLRA").

PARTIES

2. Plaintiff is and at all relevant times was an individual residing in Florida. Plaintiff was exposed to and believed Defendants' representations about the Product. In reliance on these representations, Plaintiff purchased the Product. Because Defendants' representations about the Product were false, misleading, deceptive, fraudulent, and unlawful, and because the Product could not legally be sold or purchased in the United States, the Product that Plaintiff received in exchange for his hard-earned money was not as Defendants had represented it to be. Plaintiff lost property, suffered injury-in-fact, and suffered damages as a result of Defendants' false representations about the Product and Plaintiff's resulting purchase of the Product.

3. Defendant Regeneca, Inc. ("Regeneca"), is a Nevada corporation that has its headquarters and principle place of business in Irvine, California. Regeneca develops, formulates, designs, manufactures, imports, advertises, promotes, distributes, and sells the Product to consumers throughout the United States. It advertises the Product on the Internet, through print advertisements, and on the packaging of the Product. Regeneca has

received and will continue to receive substantial benefits and income from its sales of the Product to consumers who reside in the United States. Regeneca authorized the false, misleading, deceptive, fraudulent, and unlawful misrepresentations about the Product described herein through its officers, directors, and managing agents.

4. Defendant Ethos Environmental, Inc. dba Regeneca International, Inc. ("Ethos") is a Nevada corporation that has its headquarters and principle place of business in Irvine, California. Ethos develops, formulates, designs, manufactures, imports, advertises, promotes, distributes, and sells the Product to consumers throughout the United States. It advertises the Product on the Internet, through print advertisements, and on the packaging of the Product. Ethos has received and will continue to receive substantial benefits and income from its sales of the Product to consumers who reside in the United States. Ethos authorized the false, misleading, deceptive, fraudulent, and unlawful misrepresentations about the Product described herein through its officers, directors, and managing agents.

5. The names of defendants DOES 1 through 300, inclusive, are presently unknown to Plaintiff, who therefore sues these defendants by fictitious names. Plaintiff will seek leave of this Court to amend the Complaint to show these defendants' true names and capacities when the same have been ascertained. Plaintiff is informed and believes, and based thereon alleges, that these defendants designed, developed, imported, manufactured, tested, advertised, marketed, promoted, distributed, and sold the Product to consumers in the United States. In doing so, these defendants placed the Product in the stream of commerce in the United States. These defendants have received, and will continue to receive, substantial benefits and income through these activities.

6. Plaintiff is informed and believes and based thereon alleges that at all relevant times each of the defendants was the agent, servant, employee, subsidiary, affiliate, partner, assignee, successor-in-interest, alter ego, joint venturer, and/or other representative of each of the remaining defendants and was acting in such capacity in doing the things herein alleged.

JURISDICTION AND VENUE

7. This Court has jurisdiction over all causes of action asserted herein pursuant to the California Constitution, Article VI, § 10. This lawsuit is a cause not given by statute to other trial courts. Plaintiff has standing to bring this action pursuant to the UCL, FAL, and CLRA.

8. Venue is proper in this Court because Defendants Regeneca and Ethos have their principal place of business in Orange County, these defendants engage in the conduct that is the subject of this lawsuit in Orange County, and these defendants' false representations about the Product emanated and continue to emanate from Orange County, California. Venue is also proper in this court under Civil Code § 1780(d) because defendants Regeneca and Ethos are doing business in Orange County, California.

9. Defendants and out-of-state parties can be brought before this Court pursuant to Code of Civil Procedure § 395.5.

FACTUAL BACKGROUND

Defendants' Representations about the Product

10. Prior to April 2011, Defendants (including Regeneca and Ethos) promoted and sold the Product throughout the United States. Defendants (including Regeneca and Ethos) represented through various means that the Product is a "dietary supplement," that it is "drug-free," that it is "natural," and that it does not have the side effects associated with "prescription" male enhancement products. Defendants (including Regeneca and Ethos) made these false representations on the Product packaging, on the Internet, and in print advertisements. Defendants (including Regeneca and Ethos) represented on the label of the Product that the Product is a "dietary supplement," is "drug-free," and is "Natural." Defendants have continued to make these representations since they started promoting and selling the Product.

Defendants' Representations about the Product Are False

11. Defendants' representations about the Product, including those set forth in the immediately prior paragraph, are and always have been false.

12. On April 28, 2011, Regeneca announced that it formally recalled two specific manufacturing lots of the Product. On information and belief, these two manufacturing lots entail all of the Product that had been manufactured and sold through April 28, 2011. Regeneca recalled these lots of the Product because the Food and Drug Administration ("FDA") had determined that those lots of the Product contained "Sulfoaildenafil, an analog of Sildenafil, making these products unapproved new drugs." *See* 4/28/11 FDA Press Release, http://www.fda.gove/Safety/Recalls/MedWatch/report.htm. Sildenafil is the active ingredient in the prescription drug Viagra®, which is used as a prescription treatment for male erectile dysfunction.

13. In or about September 2011, Regeneca re-launched the Product. Regeneca again made the representations set forth in paragraph 10.

14. On February 27, 2012, Regeneca again announced that it had formally recalled "all manufacturing lots of single-capsule packet RegenErect." According to the FDA, "[l]ab analysis confirmed the presence of Tadalafil, an FDA-approved drug used as treatment for male Erectile Dysfunction (ED), making this product an unapproved new drug." *See* 2/27/12 FDA Press Release http://www.fda.gov/Safety/MedWatch/SafetyInformation/SafetyAlertsforHumanMedicalProducts/ucm253416.htm?utm_campaign=Google2&utm_source=fdaSearch&utm_medium=website&utm_term=regenerect&utm_content=3.

15. The Product is *not* a "dietary supplement," as Defendants represented and continue to represent it to be. The Food, Drug & Cosmetic Act (the "Act") defines "dietary supplement." *See* 21 USC 321(ff)(1), 321(ff)(3)(B)(i). The Product is not a "dietary supplement."

16. The product is not "natural," as Defendants represented and continue to represent it to be. It contains the synthetic drugs Sulfoaildenafil and Tadalafil. The Product is an unapproved new drug.

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17. The Product is not "drug-free," as Defendants represented and continue to represent it to be. It contains the synthetic drugs Sulfoaildenafil and Tadalafil. The Product is an unapproved new drug.

18. The Product is not free of the side effects associated with "prescription" male enhancement products, as Defendants represented and continue to represent it to be. The Product contains the synthetic drugs Sulfoaildenafil and Tadalafil; the Product is an unapproved new drug. Therefore, the Product entails the same side effects as the prescription drugs Cialis® and Viagra®. Moreover, Defendants have received report(s) that consumer(s) suffered the side effects associated with prescription male enhancement products in connection with use of the Product.

The Product is an Illegal Drug that Cannot be Legally Sold by Defendants

19. The Product is a "drug" as defined by the Act. *See* 21 USC 321(g). The Product is also a "new drug," as defined by the Act. *See* 21 USC 321(p). The FDA has not given approval to market the Product in the United States, as the Act requires for all new drugs. *See* 21 USC 355. The product is an unapproved new drug. The Product is also a "prescription" drug, as defined by the Act. *See* 21 USC 355(b)(1). As such, it can only be sold pursuant to the prescription of a practitioner licensed to administer prescription drugs. *Id*. Despite the foregoing, Defendants sell the Product to consumers without the prescription of a practitioner licensed to administer prescription drugs. Each sale of the Product by Defendants is illegal.

Plaintiff Purchased the Product in Reliance on Defendants' Misrepresentations

20. Prior to purchasing the Product, Plaintiff was exposed to and reviewed the representations about the Product that Defendants disseminated through various means, including the false representations identified in paragraph 10. Plaintiff reasonably believed that these false representations, individually and in conjunction with each other, were true. In reliance on these false representations, Plaintiff purchased the Product. Plaintiff would not have purchased the Product if he had known that the representations about the Product

identified in Paragraph 10 were false, misleading, deceptive, fraudulent, and unlawful.

21. Prior to purchasing the Product, Plaintiff reasonably believed that the Product was a "dietary supplement" that could legally be purchased and sold in the United States. Plaintiff would not have purchased the Product if he had known that the Product was an unapproved new drug and prescription drug and/or that it could not be legally bought and/or sold in the United States.

22. Subsequent to Plaintiff's purchase of the Product, Plaintiff learned for the first time that the Product was not as Defendants claimed, that Defendants' representations were false, misleading, deceptive, fraudulent and unlawful, and that the Product was an unapproved new drug and prescription drug and that it could not be legally bought and/or sold in the United States.

Class Action Allegations

23. Plaintiff brings this action individually and on behalf of the Class. The Class consists of all persons who purchased the Product in the United States of America for personal use from four years prior to the date of filing of this lawsuit through the resolution of this lawsuit (the "Class Period").

24. The Class is composed of hundreds, if not thousands, of persons, the joinder of whom is impracticable, and the disposition of their claims in a Class Action will benefit the parties and the Court. The Class is sufficiently numerous, since hundreds, if not thousands, of units of the Product have been sold in the United States during the Class Period.

25. There is a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented. The questions of law and fact common to the Class predominate over questions that may affect individual Class members. Common questions of law and fact include, without limitation, the following:

a. Whether Defendants' conduct is an unlawful business act or practice within the meaning of the UCL;

b. Whether Defendants' conduct is a fraudulent business act or practice

within the meaning of the UCL;

c. Whether Defendants' conduct is an unfair business act or practice within the meaning of the UCL;

d. Whether Defendants' advertising of the Product is false or misleading within the meaning of the FAL;

e. Whether Defendants made false, misleading, and/or unlawful representations in their advertising and labeling of the Product;

f. Whether Defendants knew or should have known that their representations about the Product were false and misleading;

g. Whether Defendants' conduct is an unfair method of competition and/or an unfair or deceptive act or practice within the meaning of the CLRA;

h. Whether Defendants represented that the Product has ingredients, characteristics, benefits, uses or quantities that it does not have; and

i. Whether Defendants represented that the Product is of a particular standard, quality, or grade or that it is of a particular style, when it is of another.

26. Plaintiff's claims are typical of the claims of the Class, and Plaintiff will fairly and adequately represent and protect the interests of the Class. Plaintiff has retained counsel who is competent and experienced in class actions and other complex litigation.

27. Plaintiff and the Class have suffered injury-in-fact, have lost money, and have suffered damages as a result of Defendants' conduct.

28. Absent a class action, Defendants will likely retain the benefits of their wrongdoing. Because of the relative size of each individual Class member's claims, few, if any, Class members could afford to seek legal redress for the wrongs about which Plaintiff complains. Absent a representative action, the Class members will continue to suffer losses and Defendants will be allowed to continue these violations of law and to retain the ill-gotten proceeds of their fraudulent scheme.

FIRST CAUSE OF ACTION

Violation of Business & Professions Code § 17200 *et seq*.

(By Plaintiff against all Defendants)

29. Plaintiff repeats and re-alleges Paragraphs 1 through 28, inclusive, and incorporates the same as if set forth herein at length.

30. The UCL prohibits unfair, unlawful and/or fraudulent business practices as well as false, misleading and/or deceptive advertising. Bus. & Prof. C. § 17200. It also prohibits any violation of the FAL. *Id*.

31. The UCL is modeled after Section 5 of the Federal Trade Commission Act, 15 U.S.C. 45 ("FTCA"). Accordingly, decisional authorities interpreting Section 5 of the FTCA are "more than ordinarily persuasive" in interpreting the UCL. *People ex rel. Mosk v. National Research Co. of Calif.* (1962) 201 Cal.App.2d 765, 772-773. Indeed, courts frequently turn to FTCA cases to interpret the UCL. *See*, *e.g.*, *O'Conner v. Sup. Ct.* (1986) 177 Cal.App.3d 1013, 1018; *People v. Toomey* (1985) 157 Cal.App.3d 1, 15.

32. A scheme to mislead consumers is actionable under the UCL. *See Committee on Children's Television, Inc. v. General Foods Corporation* (1983) 35 Cal.3d 197, 212-213. For pleading purposes, a class action "plaintiff need not plead the exact language of every deceptive statement; it is sufficient for plaintiff to describe a scheme to mislead customers, and allege that each representation to each customer conforms to that scheme." *Id*. All parties that scheme to defraud are directly liable for all misrepresentations made in connection with the scheme, as are parties who knowingly aid and abet the fraud or furnish the means for its accomplishment. *See People v. Bestline Products, Inc.* (1976) 61 Cal.App.3d 879, 918-919, *citing American Philatelic Soc. v. Claiborne* (1935) 3 Cal.2d 689.

33. Even a technically true statement is actionable if the statement is likely to mislead the reasonable consumer. *See People v. Lyman* (1967) 253 Cal.App.3d 959, 966; *Kalwaytys v. Federal Trade Commission*, 237 F.2d. 654, 656 (7th Cir. 1956) (applying same rule under Federal Trade Commission Act); *Federal Trade Commission v.*

Cyberspace.Com LLC, 453 F.3d 1196 (9th Cir. 2006) (misleading net impression is actionable).

34. Defendants made the representations identified in Paragraph 10, and other false representations, as part of a common scheme to mislead consumers into believing that the Product is a "natural" "dietary supplement," that it is "drug-free," and that it does not have the side effects associated with "prescription" male enhancement products. These representations about the Product are false, misleading, deceptive, unlawful, and fraudulent under the UCL. Plaintiff and the Class reasonably relied on these false representations and purchased the Product in reliance on them. As such, Plaintiff and the Class have suffered injury-in-fact and have lost money as a result of Defendants' false, misleading, deceptive and fraudulent representations.

35. Defendants' false representations, identified in Paragraph 10, violate numerous statutes, including California Civil Code § 1710 (Deceit), the FAL, the CLRA, and the FTCA. Defendants violate Civil Code § 1710, the FAL, the CLRA by making false, misleading, deceptive, and fraudulent representations about the Product, as described above. Defendants violate the FTCA because they cannot substantiate their false, misleading, deceptive, and fraudulent representations about the Product, as the FTCA requires. Defendants violate the Act because they are selling an unapproved new drug and prescription drug as a dietary supplement. As a result of these violations, Defendants' false representations and the sale of the Product as a result of those representations also constitute unlawful acts under the UCL.

36. Pursuant to Business & Professions Code §§ 17203 and 17535, Plaintiff and the Class seek an Order enjoining Defendants from continuing to make the aforementioned false, misleading, deceptive, fraudulent, and unlawful representations. Plaintiff and the Class also seek an Order directing Defendants to affirmatively disclose to the public that their prior misrepresentations were false, misleading, deceptive fraudulent, and unlawful so that the public does not continue to maintain the false impressions that Defendants' prior misrepresentations created. Plaintiff and the Class also seek an Order that directs

Defendants to disgorge all monies that they received from the sale of the Product in the United States of America during the Class Period, permits each Class member to obtain restitution for his/her purchase(s) of the Product in the United States of America during the Class Period, and distributes any remainder of the disgorged amount under the doctrine of cy p*res.*

SECOND CAUSE OF ACTION

Violation of Business & Professions Code § 17500 *et seq*.

(By Plaintiff against all Defendants)

37. Plaintiff repeats and re-alleges Paragraphs 1 through 28, inclusive, and incorporates the same as if set forth herein at length.

38. The FAL prohibits the dissemination before the public in this state of any statement, made in connection with the sale of a product, that is known or that should reasonably be known to be false or misleading.

39. Defendants created, disseminated and/or caused to be disseminated the representations and advertisements identified in Paragraph 10.

40. Defendants disseminated these representations and advertisements as part of a common scheme to mislead consumers into believing that the Product is a "natural" "dietary supplement" that it is "drug-free" and that does not have the side effects associated with "prescription" male enhancement products.

41. Defendants' representations and advertisements about the Product are false, misleading, deceptive, and fraudulent under the FAL. And, Defendants made these representations while Defendants knew or should have known that they were false. Plaintiff and the Class have suffered injury-in-fact and have lost money as a result of Defendants' false, misleading, deceptive, and fraudulent representations.

42. Pursuant to Business & Professions Code §§ 17203 and 17535, Plaintiff and the Class seek an Order enjoining Defendants from continuing to make the aforementioned false, misleading, deceptive, and fraudulent advertisements. Plaintiff and the Class also seek an Order directing Defendants to affirmatively disclose to the public that the

aforementioned advertisements were false, misleading, deceptive, and fraudulent so that the public does not continue to maintain the false impressions that Defendants' prior advertisements created. Plaintiff and the Class also seek an Order that directs Defendants to disgorge all monies they received from the sale of the Product in the United States of America during the Class Period, permits each Class member to obtain restitution for his/her purchase(s) of the Product in the United States of America during the Class Period, and distributes any remainder of the disgorged amount under the doctrine of *cy pres*.

THIRD CAUSE OF ACTION

Violation of California Civil Code § 1750 *et seq.*

(By Plaintiff against all Defendants)

43. Plaintiff repeats and re-alleges Paragraphs 1 through 28, inclusive, and incorporates the same as if set forth herein at length.

44. The CLRA prohibits the following unfair methods of competition and unfair or deceptive acts or practices when undertaking in connection with a transaction that is intended to result or that does result in the sale of goods to a consumer:

a. "Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or she does not have." Civil Code § 1770(a)(5).

b. "Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another." Civil Code § 1770(a)(7).

45. Defendants made the false representations identified in Paragraph 10. Defendants made these false, misleading, deceptive, fraudulent, and unlawful misrepresentations about the Product with the intent that Plaintiff, the Class, and other consumers in the United States of America would buy the Product. In doing so, Defendants violated and continue to violate the CLRA. Plaintiff and the Class have been

damaged as a result of Defendants' false representations.

46. Defendants were aware of the falsity of the misrepresentations identified in Paragraph 10 yet nonetheless made them as part of their fraudulent scheme to induce Plaintiff and the Class to buy the Product. Defendants had no reasonable basis to make these representations.

47. Pursuant to Civil Code § 1782, Plaintiff will notify Defendants in writing of the particular violations of the CLRA alleged in this amended Complaint (the "Notice") and will demand that Defendants pay restitution to Plaintiff and the Class members. Plaintiff will serve this Notice by certified mail, return-receipt requested, to each Defendant at its principal place of business and/or its registered agent for service of process. If, thereafter, Defendants fail to adequately respond to the Notice within 30 days, Plaintiff will amend this amended Complaint to request statutory damages, actual damages, and punitive damages in connection with this cause of action.

48. Pursuant to Civil Code §§ 1780 and 1781, Plaintiff and the Class seek an Order enjoining Defendants from continuing to make the aforementioned false, misleading, and unlawful representations. Plaintiff and the Class also seek an Order directing Defendants to affirmatively disclose to the public the falsity and unlawfulness of their prior misrepresentations so that the public does not continue to maintain the false impressions that Defendants' prior representations created. Plaintiff and the Class also seek an Order that directs Defendants to disgorge all monies that they received from the sale of the Product in the United States of America during the Class Period, permits each Class member to receive restitution for his/her purchase(s) of the Product in the United States of America during the Class Period, and distributes any remainder of the disgorged amount under the doctrine of *cy pres*.

FOURTH CAUSE OF ACTION

Negligent Misrepresentation

(By Plaintiff against all Defendants)

49. Plaintiff repeats and re-alleges Paragraphs 1 through 28, inclusive, and

incorporates the same as if set forth herein at length.

50. Defendants made the false representations identified in Paragraph 10. Defendants made these false representations as part of a common scheme to mislead consumers into believing that the Product is a "natural" "dietary supplement" that it is "drug-free" and that does not have the side effects associated with "prescription" male enhancement products.

51. Defendants' representations about the Product were and are false, misleading, and deceptive, as set forth above.

52. Defendants made these false representations with the intent of inducing Plaintiff and Class members to purchase the Product.

53. Plaintiff and Class members reasonably believed Defendants' false representations and purchased the Product in reliance on those false representations.

54. When Defendants made these false representations, they had no reasonable grounds for believing that the representations were true.

55. In reasonable reliance on Defendants' false representations, Plaintiff and the Class purchased the Product. Yet, instead of receiving what the Defendants represented, Plaintiff and the Class received a product that was not as Defendants represented it to be and that could not be legally sold or bought in the United States. Accordingly, Plaintiffs and the Class suffered damage in the amount of the purchase price of the Product plus other damages.

FIFTH CAUSE OF ACTION

Intentional Misrepresentation

(By Plaintiff against all Defendants)

56. Plaintiff repeats and re-alleges Paragraphs 1 through 28, inclusive, and incorporates the same as if set forth herein at length.

57. Defendants created, disseminated and/or caused to be disseminated the false representations identified in Paragraph 10. Defendants made these false representations as part of a common scheme to mislead consumers into believing that the Product is a

"natural" "dietary supplement" that it is "drug-free" and that does not have the side effects associated with "prescription" male enhancement products.

58. Defendants' representations were not true, as previously discussed. Defendants knew that the representations were false when they made them; Defendants made them recklessly and without regard for their truth.

59. Defendants intended that Plaintiff and the public would rely on their false representations.

60. In reasonable reliance on Defendants' false representations, Plaintiff and the Class purchased the Product. Yet, instead of receiving what Defendants represented, Plaintiff and the Class received a product that was other than what Defendants represented and that was an unapproved new drug and prescription drug that could not be legally sold or bought in the United States. Accordingly, Plaintiffs and the Class suffered damage in the amount of the purchase price of the Product plus other damages.

61. Defendants knew when they made the aforementioned false representations that the representations were false. Defendants intended that Plaintiff and the Class would reasonably rely on the false representations. Plaintiff and the Class did rely on these false representations and purchased the Product, to their detriment. In this context, Defendants' conduct constituted malice, oppression and fraud. Plaintiff is therefore intended to recover punitive or exemplary damages.

SIXTH CAUSE OF ACTION

Breach of Express Warranty

(By Plaintiff against all Defendants)

62. Plaintiff repeats and re-alleges Paragraphs 1 through 28, inclusive, and incorporates the same as if set forth herein at length.

63. Defendants expressly warranted to Plaintiff and the Class that the Product was a "dietary supplement," that it was "drug-free," that it was "natural," and that it did not have the side effects associated with "prescription" male enhancement products. These representations are and were false. Defendants made these false representations on the

Product packaging, on the Internet, and in print advertisements. Defendants represented on the label of the Product that the Product is a "dietary supplement," is "drug-free," and is "Natural."

64. Plaintiff and the Class reasonably relied on these express warranties when they purchased the Product.

65. The Product did not conform to Defendants' express warranties because the Product is not a dietary supplement, is not drug-free, is not natural, and does have the side effects associated with prescription male enhancement products.

66. In reasonable reliance on Defendants' express warranties, Plaintiff and the Class purchased the Product. Yet, instead of receiving what Defendants expressly warranted, Plaintiff and the Class received an unapproved new drug and prescription drug that cannot be legally sold or bought in the United States. Accordingly, Plaintiff and the Class suffered damages in the amount of the purchase price of the Product and other damages.

PRAYER FOR RELIEF

Plaintiff prays for the following judgment and relief, individually and on behalf of the Class:

1. An Order certifying the action as a Class Action;

2. Judgment in favor of Plaintiff and the Class and against Defendants on each cause of action;

3. An Order that directs Defendants to disgorge all monies they received from the sale of the Product in the United States of America during the Class Period, permits each Class member to receive restitution for his/her purchase(s) of the Product in the United States of America during the Class Period, and distributes any remainder of the disgorged amount under the doctrine of *cy pres;*

4. An Order directing Defendants to affirmatively disclose to the public in California that their prior representations about the Product were false, misleading, deceptive, fraudulent, and unlawful so that the public does not continue to maintain the

false impressions that Defendants' prior misrepresentations and false advertisements created;

5. An order enjoining Defendants from pursuing the policies, acts, and practices complained of herein;

6. Compensatory damages;

7. Punitive Damages on the Fifth Cause of Action (Intentional Misrepresentation);

8. Reasonable attorneys' fees;

9. Costs of this suit; and

10. Such other and further relief as the Court may deem necessary or appropriate.

DATED: June 19, 2012

THE SENATORS (Ret.) FIRM, LLP

By: _____
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