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26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

27 **COUNTY OF ORANGE**

28 KAYLA ESMOND, on behalf of herself and  
all others similarly situated,

Plaintiff,

vs.

SHIELD MANAGEMENT GROUP, LLC  
d/b/a WEST COAST CURE,

Defendants.

Case No.

**CLASS ACTION COMPLAINT**

1. Violations of Unfair Competition Law ‘Unfair’ Prong, Cal. Bus. & Prof. C. § 17200, *et seq.*
2. Violations of Unfair Competition Law, ‘Fraudulent’ Prong, Cal. Bus. & Prof. C. § 17200, *et seq.*
3. Violations of Unfair Competition Law, ‘Unlawful’ Prong, Cal. Bus. & Prof. C. § 17200, *et seq.*
4. Violations of the False Advertising Law, Cal. Bus. & Prof. C. § 17500, *et seq.*

**CLASS ACTION COMPLAINT**

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5. Violations of the Consumer Legal Remedies Act, Cal. Civ. C. § 1750, *et seq.*
6. Breach of Express Warranty
7. Negligent Misrepresentation
8. Intentional Misrepresentation
9. Unjust Enrichment

1 **INTRODUCTION**

2 1. In every state with regulated cannabis, there are strict testing and labeling  
3 requirements, enabling consumers to make informed purchasing and medicating decisions.

4 2. Among other requirements, these regulations require any product introduced into the  
5 stream of commerce to be entirely free of certain harmful—indeed, toxic—pesticides and other  
6 adulterants.

7 3. As one might expect, consumers anticipate that any cannabis products they purchased  
8 in a commercial setting would be devoid of toxic chemicals that are prohibited by law.

9 4. But players in the industry have turned to out-and-out fraud, colluding to harm  
10 consumers via a process called “lab shopping,” in which cannabis brands seek out the labs that will  
11 turn a blind eye to pesticide contaminations in their products, regardless of what is supported by  
12 empirical data.

13 5. There are approximately 50 Department of Cannabis Control (DCC) licensed labs in  
14 California, and competition is fierce to maintain market share in a plateauing industry.

15 6. Whereas competition used to be healthy and revolved around quality, turnaround time  
16 and customer service, it has now devolved into a free-for-all, in which brands and laboratories agree,  
17 jointly, to ignore “safety fails” (that is, contamination in test batches)— which are unsupported and  
18 unsupportable by science—in an effort to hide the presence of dangerous chemicals, which  
19 otherwise would prevent the sale of these tainted goods.

20 7. Independent testing has found multiple instances of unreported Category I  
21 contaminants—the presence of which would preclude the commercial sale of a cannabis product at  
22 any concentration level—as well as Category II contaminants at multiple times the allowable legal  
23 limit. This level of undisclosed contamination—while unlawful—is alarmingly prevalent. A  
24 separate study from 2017 found that *as much as 80% of cannabis products available for purchase*  
25 *are contaminated with “mold, fungus, bacteria, pesticides, or harmful solvents.”*<sup>1</sup>  
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27  
28 <sup>1</sup> Jay Barmann, *80 Percent of Medical Marijuana Tested at Recent NorCal Conference is Tainted With Mold, Other Toxins*, SFist (Aug. 31, 2017) (available at [https://sfist.com/2017/08/31/80\\_percent\\_of\\_medical\\_marijuana\\_tes/](https://sfist.com/2017/08/31/80_percent_of_medical_marijuana_tes/)).



1 14. Defendant’s activities in California gave rise to the claims identified herein, both  
2 suffered by Plaintiff and by members of the proposed Class. Defendant introduces its tainted  
3 cannabis products into the stream of commerce in California, including the tainted products  
4 purchased by Plaintiff and the Class, each of which give rise to the claims of Plaintiff and the Class.

5 15. Venue is proper in this Court because Defendant is headquartered in this County, has  
6 conducted business and entered into transactions in this County, and the conduct at issue occurred  
7 in, and/or emanated from, this County.

8 **FACTUAL ALLEGATIONS**

9 **I. CANNABIS PRODUCTS IN CALIFORNIA**

10 **A. Overview of the Regulatory Landscape**

11 16. With the 2016 passage of the Control, Regulate and Tax Adult Use of Marijuana Act  
12 (Proposition 64 or “Prop 64”), the recreational use of cannabis was legalized in California, with  
13 sales commencing in January 2018.

14 17. Prop 64 also established a robust regulatory regime governing, *inter alia*, testing,  
15 packaging, and labeling requirements for cannabis sold within California.

16 18. The agency tasked with developing and administering these regulations is the  
17 Department of Cannabis Control (“DCC”), and the regulations under the DCC’s purview are set  
18 forth under the California Code of Regulations, Title 4, Division 16: “Department of Cannabis  
19 Control.” Cal. Code Regs. tit. 4, § 15000, *et seq.*

20 **i. Labeling Requirements – Ensuring Accurate Measurement of THC**  
21 **Content and Testing for Harmful Substances.**

22 19. Like other consumer products, cannabis must be truthfully and accurately labeled. As  
23 the DCC explains, “Cannabis must be properly labeled to make sure consumers are informed about  
24 what they are buying.”<sup>2</sup>

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28 <sup>2</sup> <https://cannabis.ca.gov/wp-content/uploads/sites/2/2021/12/labeling-checklist-manufactured-products.pdf>

1           20. Prior to being packaged for sale, cannabis products must be tested by a licensed  
2 laboratory.<sup>3</sup> The DCC, requires “all batches of cannabis goods to be tested before they can be sold.  
3 Laboratories test cannabis goods to make sure they are free of contaminants and labeled with  
4 accurate amounts of cannabinoids and terpenes.”<sup>4</sup>

5           21. Laboratories conduct their tests based upon samples provided by other licensed  
6 cannabis businesses, such as a distributor.<sup>5</sup>

7           22. Beyond testing the THC content of a sample, the laboratory must also test each sample  
8 for the following:<sup>6</sup>

- 9                   • Cannabinoids;
- 10                   • Foreign material;
- 11                   • Heavy metals;
- 12                   • Microbial impurities;
- 13                   • Mycotoxins;
- 14                   • Moisture content and water activity;
- 15                   • Residual pesticides;
- 16                   • Residual solvents and processing chemicals; and
- 17                   • If applicable, terpenoids.

18           23. The laboratory must also report the results of each of these tests on the “Certificate of  
19 Analysis” or “COA,”<sup>7</sup> a document that is generated for each tested sample and provided to (1) the  
20 DCC; and (2) the “track and trace system.”<sup>8</sup>

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21 <sup>3</sup> Cal. Code Regs. tit. 4, § 15406(d) (prohibiting the sale of cannabis to consumers unless “[t]he  
22 cannabis goods have undergone laboratory testing as required by the Act and chapter 6 of this  
23 division[.]”)

24 <sup>4</sup> DCC, *Testing Laboratories* (available at <https://cannabis.ca.gov/licensees/testing-laboratories/>)

25 <sup>5</sup> Cal. Code Regs. tit. 4, § 15304 (“After taking physical possession of a batch of cannabis or  
26 cannabis products, the licensed distributor shall contact a licensed testing laboratory and arrange  
27 for a laboratory employee to come to the licensed distributor's licensed premises to select a  
28 representative sample for laboratory testing.”); *see also* Cal. Code Regs. tit. 4, § 15305  
(establishing protocols for sample selection).

<sup>6</sup> Cal. Code Regs. tit. 4, § 15714(b)(1)-(9).

<sup>7</sup> Cal. Code Regs. tit. 4, § 15714(c)

<sup>8</sup> Cal. Code Regs. tit. 4, § 15726(c); In January 2018, the California Cannabis Track-and-Trace  
system (“Track and Trace” or “CCTT”) was launched. Track and Trace is the program used  
statewide to record the inventory and movement of cannabis and cannabis products through the  
commercial cannabis supply chain—from seed to sale—and it is now being used by cannabis  
businesses with an annual or a provisional license. Track and Trace uses unique identifiers (UIDs)  
for reporting the movement of cannabis and cannabis products through the licensed commercial  
cannabis distribution chain. The state’s contracted service provider for the track-and-trace system

Continued on the next page

1           24. Critically, the COA must be provided to the DCC and uploaded to the track and trace  
2 system *before* the laboratory releases any individual or cumulative test results to any other person—  
3 including the party that hired the laboratory to do the testing.<sup>9</sup>

4           25. The COA must contain, *inter alia*: (1) the analytical methods, analytical  
5 instrumentation used, and corresponding Limits of Detection (“LOD”) and Limits of Quantitation  
6 (“LOQ”); and (2) a list of all analytes detected during the analyses of the sample that are unknown,  
7 unidentified, or injurious to human health if consumed, if any.<sup>10</sup>

8           26. The COA must also provide a “pass” or “fail” indication for each analyte listed Cal.  
9 Code Regs. tit. 4, § 15714(b)(1)-(9) (and enumerated in paragraph 22, above).<sup>11</sup>

10           27. For example, when conducting required testing for residual pesticides,<sup>12</sup> if the  
11 laboratory results show *any* amount of a “Category I” pesticide in the tested sample, or an amount  
12 of a “Category II” pesticide that exceeds the amounts established in the DCC regulations, then the  
13 sample fails the test and the batch from which the sample was collected may not be released for  
14 retail sale.<sup>13</sup>

15           28. With the exception of terpenoid analytes, a “fail” indication for any of the analytes  
16 listed in Cal. Code Regs. tit. 4, § 15714(b)(1)-(9) (and enumerated in paragraph 22, above), means  
17 that the batch of cannabis product being tested may not be released for retail sale.<sup>14</sup>

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21 \_\_\_\_\_  
22 is METRC, Inc., a technology company that uses the METRC (Marijuana Enforcement, Tracking,  
23 Reporting, and Compliance) software program. *See, generally*, DCC, et al., *FREQUENTLY*  
*ASKED QUESTIONS About the California Cannabis Track-and-Trace System* (available at  
[https://www.cdfa.ca.gov/calcannabis/documents/CCTT\\_FAQ.pdf](https://www.cdfa.ca.gov/calcannabis/documents/CCTT_FAQ.pdf))

24 <sup>9</sup> Cal. Code Regs. tit. 4, § 15726(d)

<sup>10</sup> Cal. Code Regs. tit. 4, § 15726(e)

<sup>11</sup> Cal. Code Regs. tit. 4, § 15726(f)

<sup>12</sup> *See*, Cal. Code Regs. tit. 4, § 15714(b)(7).

<sup>13</sup> Cal. Code Regs. tit. 4, § 15719(d)(1)-(2); § 15719(e).

<sup>14</sup> *See*, Cal. Code Regs. tit. 4, § 15717(c) (moisture content and water activity); Cal. Code Regs.  
27 tit. 4, § 15718(d) (residual solvents and processing chemicals); Cal. Code Regs. tit. 4, § 15719(e)  
28 (residual pesticides); Cal. Code Regs. tit. 4, § 15720(e) (microbial impurities); Cal. Code Regs. tit.  
4, § 15721(d) (mycotoxin); Cal. Code Regs. tit. 4, § 15722(f) (foreign material); Cal. Code Regs.  
tit. 4, § 15723(d) (heavy metals); Cal. Code Regs. tit. 4, § 15724(g) (cannabinoids).

1           29. Following a failed testing, the owner of the batch may arrange for remediation or  
2 reprocessing in an attempt to cure the defect.<sup>15</sup> However, the batch may not be retested in the  
3 absence of such remediation or reprocessing.<sup>16</sup>

4                   **ii. Testing Licensure and Standards**

5           30. In order to receive a license to test cannabis products, a laboratory must meet several  
6 criteria. Among other requirements, the laboratory must establish and maintain ISO/IEC 17025  
7 accreditation for testing (1) cannabinoids; (2) heavy metals; (3) microbial impurities; (4)  
8 mycotoxins; (5) residual pesticides; (6) residual solvents and processing chemicals; and (if tested)  
9 terpenoids.<sup>17</sup>

10           31. In the event that a laboratory does not have this accreditation, it may apply for an  
11 interim license—valid for 12 months—as long as the laboratory provides an attestation that it  
12 intends to seek ISO/IEC 17025 accreditation for the above-identified analyte testing methods.<sup>18</sup> The  
13 interim license may be renewed once, for an additional 12-month period; and after such time the  
14 entity may only seek further renewal of the interim license if the licensee provides evidence that it  
15 has submitted an application for ISO/IEC 17025 accreditation.<sup>19</sup>

16           32. Regardless of whether the laboratory has its ISO/IEC 17025 accreditation, it *must*  
17 establish test methods that comport with the following guidelines: (1) US Food and Drug  
18 Administration's Bacterial Analytical Manual, 2016; (2) AOAC International's Official Methods of  
19 Analysis for Contaminant Testing of AOAC International, 20th Edition, 2016; and (3) United States  
20 Pharmacopeia and the National Formulary's Methods of Analysis for Contaminant Testing, 2016.<sup>20</sup>

21           33. Additionally, licensed laboratories must be independent of any other licensed  
22 cannabis businesses. Pursuant to statute, a licensed testing laboratory “shall maintain independence  
23 from persons who hold a license or an interest in a commercial cannabis business licensed for any  
24

25 <sup>15</sup> Cal. Code Regs. tit. 4, § 15727; *See also*, Cal. Code Regs. tit. 4, § 17305 (identifying standards  
26 for remediation of failed batches).

27 <sup>16</sup> *Id.*

28 <sup>17</sup> Cal. Code Regs. tit. 4, § 15701

<sup>18</sup> Cal. Code Regs. tit. 4, § 15703

<sup>19</sup> *Id.*

<sup>20</sup> Cal. Code Regs. tit. 4, § 15712



1 activity other than testing”<sup>21</sup>; “shall not employ any person who is employed by, or is an owner or  
2 financial interest holder of, a commercial cannabis business licensed for any activity other than  
3 testing”<sup>22</sup>; and “shall not offer or agree to provide preferential treatment, including discounted  
4 testing services, to any other licensee unless the offer or agreement is available to all licensees.”<sup>23</sup>

5 **B. Actors Across the Marketplace—Including Defendants—Conspire to Hide**  
6 **Safety Fails on Contaminated Batches, and Generally Deceive Consumers.**

7 34. In the competitive cannabis industry, particularly in California, a disturbing pattern  
8 has emerged where certain testing laboratories and cannabis sellers have engaged in deceptive  
9 practices aimed at ignoring safety fails in tested batches.

10 35. This systemic fraud is not an isolated phenomenon but rather is becoming a pervasive  
11 issue across the marketplace, affecting numerous stakeholders, including consumers, legitimate  
12 businesses, and the integrity of the industry as a whole.

13 36. The motivation for ignoring the presence of contaminants is alarming but simple: if  
14 the lab were to accurately report the results, the batch of product being tested could not be sold; if  
15 the lab ignores the contaminants, then the products are marketable.

16 37. By misreporting results involving unlawful contaminants, Defendants and their  
17 cohorts have created an unfair market environment where honest and compliant laboratories, such  
18 as Plaintiff, are at a significant disadvantage.

19 38. The practice of falsely reporting contaminant levels manifests itself “lab shopping,”  
20 as discussed in the introduction of this Complaint, whereby cannabis growers intentionally select  
21 testing laboratories that they know will, *inter alia*, turn a blind eye to safety fails.

22 39. This conspiracy to deceive not only distorts the market but also undermines the  
23 regulatory frameworks established to ensure product safety and consumer trust. The Defendants,  
24 through their actions, have thus contributed to a market dynamic where veracity and compliance on  
25 the part of testing laboratories are punished rather than rewarded, leading to a public health crisis  
26 for consumers of cannabis products.

27 <sup>21</sup> Cal. Code Regs. tit. 4, § 15004.1(a)

28 <sup>22</sup> Cal. Code Regs. tit. 4, § 15004.1(d)

<sup>23</sup> Cal. Code Regs. tit. 4, § 15004.1(e)

1           40. The fraudulent testing practices at the heart of this complaint involve the deliberate  
2 manipulation of testing results, in a deliberate effort to hide dangerous contaminants in the products.  
3 This manipulation is not a result of mere negligence or error but is a calculated effort to misrepresent  
4 the actual makeup of cannabis products.

5           41. The prevalence of these fraudulent activities is not only a testament to their  
6 profitability but also an indictment of the existing regulatory oversight, which has been insufficient  
7 in deterring or detecting such practices. The Defendants, as part of this broader trend, have played  
8 a significant role in perpetuating this fraud, directly harming the Plaintiff and Class members.

9           42. Specifically, Defendants have issued inaccurate COAs for products that are  
10 commercially available, but which independent testing reveals have either Category I contaminants,  
11 which render them unable to be sold to consumers, full stop; or else they have levels of Category II  
12 contaminants that are above what is allowed under DCC regulations, which means that they also are  
13 ineligible for public consumption.

14           43. In addition, Defendants' labels are false and misleading to consumers, who expect  
15 that the labeling of cannabis products is accurate. Consumers also expect that the labels of cannabis  
16 products comply with DCC regulations, and so expect that any product on the shelf does not contain  
17 prohibited contaminants.

18           44. If Defendants told the truth—that is, that the cannabis products that they usher into  
19 the stream of commerce are adulterated with unlawful and toxic contaminants—then the price of  
20 those products would fall dramatically (or the products would simply not be fit for sale).

21           **C. Defendant's Specific Conduct**

22           45. Defendant is a brand that has sold products that are adulterated with an unlawful  
23 contaminant.

24           46. The allegations regarding Defendant are derived from independent testing.

25           47. The following products (the "Products") were sold with COAs that failed to identify  
26 the presence of Category I and/or Category II contaminants for multiple products. Proper testing  
27 would have identified these substances and would have rendered them unfit for sale. The respective  
28 products and their contaminants are as follows:

1                           **i.         Apple Burst**

- 2                           • Product Name: Apple Burst
- 3                           • Brand: West Coast Cure
- 4                           • Category I Contaminant(s): Chlorfenapyr
- 5                           • Category II Contaminant(s): Bifenazate (19x limit); and Trifloxystrobin (231x limit)

6                           **ii.         Birthday Cake**

- 7                           • Product Name: Birthday Cake
- 8                           • Brand: West Coast Cure
- 9                           • Category I Contaminant(s): Chlorfenapyr
- 10                          • Category II Contaminant(s): Bifenazate (3x limit); and Trifloxystrobin (10x limit)

11                          **iii.         Biscotti**

- 12                          • Product Name: Biscotti
- 13                          • Brand: West Coast Cure
- 14                          • Category I Contaminant(s): Chlorfenapyr
- 15                          • Category II Contaminant(s): Bifenazate (2x limit); and Trifloxystrobin (9x limit)

16                          **iv.         Bubba Kush**

- 17                          • Product Name: Bubba Kush
- 18                          • Brand: West Coast Cure
- 19                          • Category I Contaminant(s): Chlorfenapyr; Paclobutrazol
- 20                          • Category II Contaminant(s): Bifenazate (25x limit); Trifloxystrobin (234x limit);
- 21                          Imidacloprid (1.5x limit)

22                          **v.         Gas OG**

- 23                          • Product Name: Bubba Kush
- 24                          • Brand: West Coast Cure
- 25                          • Category I Contaminant(s): Chlorfenapyr; Paclobutrazol
- 26                          • Category II Contaminant(s): Bifenazate (19x limit); Trifloxystrobin (228x limit);
- 27                          Tebuconazole (slightly over limit)
- 28



- Category I Contaminant(s): Chlorfenapyr; Paclobutrazol
- Category II Contaminant(s): Bifenazate (slightly over limit); Trifloxystrobin (10x limit)

**xii. CUREpen – Lemon Cooler**

- Product Name: CUREpen – Lemon Cooler
- Brand: West Coast Cure
- Category I Contaminant(s): Chlorfenapyr; Paclobutrazol
- Category II Contaminant(s): Trifloxystrobin (4x limit)

**xiii. CUREpen – Watermelon Sorbet**

- Product Name: CUREpen – Watermelon Sorbet
- Brand: West Coast Cure
- Category I Contaminant(s): Chlorfenapyr; Paclobutrazol
- Category II Contaminant(s): Trifloxystrobin (4x limit)

**xiv. Apple Burst CUREpen Cartridge – 1g**

- Product Name: Apple Burst CUREpen Cartridge – 1g
- Brand: West Coast Cure
- Category I Contaminant(s): Chlorfenapyr
- Category II Contaminant(s): Bifenazate (12x limit); Trifloxystrobin (13x limit)

**xv. Jack Herer CUREpen Cartridge – 1g**

- Product Name: Jack Herer CUREpen Cartridge – 1g
- Brand: West Coast Cure
- Category I Contaminant(s): Chlorfenapyr
- Category II Contaminant(s): Bifenazate (3x limit); Trifloxystrobin (11x limit)

**xvi. Lucky Charmz CUREpen Cartridge – 1g**

- Product Name: Lucky Charmz CUREpen Cartridge – 1g
- Brand: West Coast Cure
- Category I Contaminant(s): Chlorfenapyr
- Category II Contaminant(s): Bifenazate (3x limit); Trifloxystrobin (11x limit)

**xvii. Biscotti CUREpen Cartridge – 1g**

- Product Name: Biscotti CUREpen Cartridge – 1g
- Brand: West Coast Cure
- Category I Contaminant(s): N/A
- Category II Contaminant(s): Myclobutanil (2x limit)

**xviii. Phire – Cranberry Crush Distillate Cartridge - 1g**

- Product Name: Cranberry Crush Distillate Cartridge - 1g
- Brand: Phire
- Category I Contaminant(s): Chlorfenapyr; Fipronil
- Category II Contaminant(s): N/A

**xix. Phire – Pineapple Gelato Distillate Cartridge - 1g**

- Product Name: Pineapple Gelato Distillate Cartridge - 1g
- Brand: Phire
- Category I Contaminant(s): Chlorfenapyr
- Category II Contaminant(s): N/A

**xx. Blue Dream**

- Product Name: Blue Dream
- Brand: West Coast Cure
- Category I Contaminant(s): Chlorfenapyr; Paclobutrazol
- Category II Contaminant(s): Trifloxystrobin (5x limit)

**xxi. Maui Wau**

- Product Name: Blue Dream
- Brand: West Coast Cure
- Category I Contaminant(s): Chlorfenapyr; Paclobutrazol
- Category II Contaminant(s): Trifloxystrobin (5x limit)

**xxii. Orange Cookies**

- Product Name: Orange Cookies
- Brand: West Coast Cure

- Category I Contaminant(s): Chlorfenapyr; Paclobutrazol
- Category II Contaminant(s): Trifloxystrobin (4x limit)

**xxiii. Zkittles**

- Product Name: Zkittles
- Brand: West Coast Cure
- Category I Contaminant(s): Chlorfenapyr; Paclobutrazol
- Category II Contaminant(s): Trifloxystrobin (5x limit)

**CLASS ALLEGATIONS**

48. Plaintiffs bring this action on behalf of herself and all other similarly-situated persons as a class action pursuant to Code of Civil Procedure section 382.

49. Plaintiff seeks to represent a class composed of and defined as follows (the “Class”):

**All persons residing in the State of California who purchased one of the Products since June 15, 2020.**

50. Specifically excluded from the proposed Class is Defendant, its officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, successors, assigns, or other persons or entities related to or affiliated with Defendant and/or its officers and/or directors, or any of them. Also excluded from the proposed Class are the Court, the Court’s immediate family and Court staff.

51. **Ascertainable Class:** The members of the Class are readily ascertainable. The Class definition identifies a group of unnamed plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description. Other than by direct notice, alternatively proper and sufficient notice of this action may be provided to Class members through notice published in newspapers or other publications.

52. **Numerosity:** The proposed Class is so numerous that joinder of all members would be impracticable. The precise number of Class members is unknown at this time but can be readily determined from public records and Defendant’s records. Plaintiff reasonably estimates that the Class is likely to include over a thousand members.

1           53. **Commonality and Predominance:** A well-defined community of interest in the  
2 questions of law or fact involving and affecting all members of the Class exists, and common  
3 questions of law or fact are substantially similar and predominate over questions that may affect  
4 only individual Class members. The questions of law and fact common to Plaintiff and the Class  
5 include, among others, the following:

- 6           a. Whether Defendants' conduct was unlawful, within the meaning of the UCL;  
7           b. Whether Defendants' conduct was unfair, within the meaning of the UCL;  
8           c. Whether Defendants' conduct was fraudulent, within the meaning of the UCL;  
9           d. Whether Defendants' conduct violated the CLRA;  
10          e. Whether Defendants' conduct was unlawful pursuant to the FAL;  
11          f. The appropriate measure of damages;  
12          g. The appropriate measure of injunctive, declaratory, or other equitable relief; and  
13          h. Whether Defendants were unjustly enriched.

14           54. **Typicality:** Plaintiff is a member of the Class she seeks to represent. Plaintiff's claims  
15 are typical of the Class members' claims because they all were injured as a result of Defendant's  
16 conduct.

17           55. **Adequacy of Representation:** Plaintiff is an adequate representative of the Class she  
18 seeks to represent and will fairly and adequately protect the interests of the Class. Plaintiff is  
19 committed to the vigorous prosecution of this action and has retained competent counsel,  
20 experienced in litigation of this nature, to represent him and the Class. There are no conflicts  
21 between Plaintiff and the unnamed class members. Plaintiff anticipates no difficulty in the  
22 management of this litigation as a class action.

23           56. To prosecute this case, Plaintiff has chosen the undersigned law firms, which are very  
24 experienced in class action litigation and have the financial and legal resources to meet the  
25 substantial costs and legal issues associated with this type of litigation.

26           57. **Superiority.** A class action is superior to individual actions in part because of the  
27 non-exhaustive factors listed below:  
28



- 1 a. Joinder of all class members would create extreme hardship and inconvenience for  
2 class members as they reside throughout the state;
- 3 b. Individual claims by class members are impractical because the costs to pursue  
4 individual claims may exceed the value of what any one class member has at stake.  
5 As a result, individual class members may have no interest in prosecuting and  
6 controlling separate actions;
- 7 c. There are no known individual class members who are interested in individually  
8 controlling the prosecution of separate actions;
- 9 d. The interests of justice will be well served by resolving the common disputes of  
10 potential class members in one forum;
- 11 e. Individual suits would not be cost effective or economically maintainable as  
12 individual actions; and
- 13 f. This action is manageable as a class action.

14 58. The Class is not so large that it would be unmanageable, and no difficulties are  
15 foreseen providing notice to individual claimants. Class members can be readily identified using  
16 records and information kept by Defendant in the usual course of business and within its control.

17 59. **Final Declaratory or Injunctive Relief.** Plaintiff also satisfies the requirements for  
18 maintaining a class seeking declaratory and/or injunctive relief. Defendant has acted or refused to  
19 act on grounds that apply generally to the proposed Class, making final declaratory or injunctive  
20 relief appropriate with respect to the proposed Class as a whole.

21 **CAUSES OF ACTION**

22 **COUNT I**

23 **California Bus. And Prof. Code § 17200, et seq. – Unlawful Prong**  
24 **(Individually and on Behalf of the Class)**

25 60. Plaintiff repeats and realleges the above allegations in this Complaint as if set forth  
26 fully herein.

27 61. As set forth above, West Coast Cure’s conduct violates multiple laws of the State of  
28 California, including laws related to the manufacture and sale of cannabis products, including Cal

1 Bus & Prof Code § 26131 (regulations promulgated by the DCC); Cal. Code Regs. tit. 4, § 17305,  
2 *et seq.*; the FAL; and the CLRA. Each of these independent violations of the law also serve as  
3 predict violations of the UCL's unlawful prong.

4 62. Plaintiff has standing to pursue this claim as she suffered an injury in fact and has lost  
5 money as a result of Defendant's actions as set forth herein. Specifically, Plaintiff would not have  
6 bought any of Defendant's Products had known the actual composition of them, as required by law.

7 63. Pursuant to section 17203 of the UCL, Plaintiff individually and on behalf of the  
8 Class, seeks restitution and an order of this Court enjoining West Coast Cure from engaging in the  
9 unlawful business practices alleged herein in connection with the sale of the Products.

10  
11 **COUNT II**  
12 **California Bus. And Prof. Code § 17200, *et seq.* – Unfair Prong**  
13 **(Individually and on Behalf of the Class)**

14 64. Plaintiff repeats and realleges all preceding paragraphs contained herein.

15 65. Defendant's business practices, as alleged herein, are unfair because its conduct in  
16 releasing its Products into the marketplace is immoral, unethical, oppressive, unscrupulous or  
17 substantially injurious to consumers. The gravity of the harm to consumers is not outweighed by the  
18 utility of West Coast Cure's conduct.

19 66. West Coast Cure's business practices are also unfair because they undermine public  
20 policy, which is tethered to specific statutory provisions, including but not limited to statutes  
21 concerning the sale of marijuana, such Cal Bus & Prof Code § 26131 (regulations promulgated by  
22 the DCC) and Cal. Code Regs. tit. 4, § 17305, *et seq.*, as well as the FAL and the CLRA.

23 67. Further, Defendant's business practices are unfair because: (1) the injury to the  
24 consumer is substantial; (2) the injury is not outweighed by any countervailing benefits to  
25 consumers or competition; and (3) consumers could not reasonably have avoided the injury.

26 68. There were reasonably available alternatives to further West Coast Cure's legitimate  
27 business interests, other than the conduct described above. This is evidenced by the many companies  
28 that follow all required testing and contamination laws in providing similar products to consumers.



1 **COUNT IV**  
2 **Violations of Cal. Bus. & Prof. C. § 17500, et seq. - False Advertising Law**  
3 **(Individually and on Behalf of the Class)**

4 78. Plaintiff incorporates each and every factual allegation set forth above.

5 79. As alleged in detail above, Defendants falsely advertised its products by falsely  
6 representing that that the Products (a) were free of pesticides, fungicides, heavy metals, and other  
7 similarly prohibited contamination, and (b) had “passed” California’s contamination requirements  
8 for the sale of cannabis products.

9 80. Defendant’s misrepresentations were likely to deceive, and did deceive, Plaintiff and  
10 Class members. Defendants knew, or should have known through the exercise of reasonable care,  
11 that these statements were false and misleading.

12 81. Defendant’s misrepresentations were intended to induce reliance, and Plaintiff and  
13 Class members reasonably relied on them when purchasing Defendant’s Products. Classwide  
14 reliance can be inferred because Defendant’s misrepresentations and omissions were material, *i.e.*,  
15 a reasonable consumer would consider them important in deciding whether to buy the products.

16 82. Defendant’s misrepresentations were a substantial factor in Plaintiff’s purchase  
17 decisions and the purchase decisions of Class members.

18 83. Plaintiff and Class members were injured as a direct and proximate result of  
19 Defendant’s conduct because they would not have purchased Defendant’s Products if they had  
20 known that the Products were contaminated.

21 **COUNT V**  
22 **California Civil Code § 1750, et seq. - Consumer Legal Remedies Act**  
23 **(Individually and on Behalf of the Class)**

24 84. Plaintiff incorporates by reference each and every factual allegation set forth above.

25 85. Plaintiff and the Class are “consumers,” as the term is defined by California Civil  
26 Code § 1761.

27 86. Plaintiff and the Class have engaged in “transactions” with Defendant as that term is  
28 defined by California Civil Code § 1761(e).

87. The conduct alleged in this Complaint constitutes unfair methods of competition and  
unfair and deceptive acts and practices for the purpose of the CLRA, and the conduct was

1 undertaken by Defendant in transactions intended to result in, and which did result in, the sale of  
2 goods to consumers.

3 88. As alleged more fully above, Defendant made and disseminated untrue and  
4 misleading statements of facts in its advertisements and labels to class members. Defendant did this  
5 by express representations that its Products (a) were free of pesticides, fungicides, heavy metals,  
6 and other similarly prohibited contamination, and (b) had “passed” California’s contamination  
7 requirements for the sale of cannabis products.

8 89. Defendant violated, and continues to violate, Section 1770(a)(5) of the California  
9 Civil Code by representing that goods have “characteristics, ingredients, uses, benefits, or quantities  
10 which they do not have.”

11 90. Defendant violated, and continues to violate, Section 1770(a)(9) of the California  
12 Civil Code by advertising “goods...with intent not to sell them as advertised.”

13 91. Defendant’s representations were likely to deceive, and did deceive, Plaintiff and  
14 reasonable consumers. Defendant knew, or should have known through the exercise of reasonable  
15 care, that these statements were inaccurate and misleading.

16 92. Defendant’s misrepresentations were intended to induce reliance, and Plaintiff  
17 reasonably relied on them when purchasing the Products. Defendant’s misrepresentations and  
18 omissions were a substantial factor in Plaintiff’s decision to purchase the Products.

19 93. In addition, classwide reliance can be inferred because Defendant’s  
20 misrepresentations were material, i.e., a reasonable consumer would consider them important in  
21 deciding whether to buy the Products.

22 94. Defendant’s misrepresentations were a substantial factor and proximate cause in  
23 causing damages and losses to Plaintiff and the Class.

24 95. Plaintiff and Class members were injured as a direct and proximate result of  
25 Defendant’s conduct because they would not have purchased Defendant’s Products if they had  
26 known that the Product were contaminated.

27 96. Accordingly, pursuant to California Civil Code § 1780(a)(2), Plaintiff, individually  
28 and on behalf of all other members of the Class, seeks injunctive relief.

1           97. CLRA § 1782 NOTICE. The CLRA demand letter was sent concurrent with the filing  
2 of the complaint to Defendant's headquarters via certified mail (return receipt requested), that  
3 provided notice of Defendant's violations of the CLRA and demanded that Defendant correct the  
4 unlawful, unfair, false and/or deceptive practices alleged here. If Defendant does not fully correct  
5 the problem for Plaintiff and for each member of the Class within 30 days of receipt, Plaintiff and  
6 the Class will seek all monetary relief allowed under the CLRA.

7  
8                                   **COUNT VI**  
                                  **Breach Of Express Warranty**  
                                  **(Individually and on Behalf of the Class)**

9           98. Plaintiff incorporates by reference each and every factual allegation set forth above.

10           99. Defendant, as the designer, manufacturer, marketer, distributor, supplier, and/or seller  
11 of the Products, issued a material, written warranty by representing that the Products were as  
12 described in the Certificate of Analysis. This warranty included express representations that the  
13 Products (a) were free of pesticides, fungicides, heavy metals, and other similarly prohibited  
14 contamination, and (b) had "passed" California's contamination requirements for the sale of  
15 cannabis products.

16           100. This warranty was part of the basis of the bargain for Plaintiff and Class members.

17           101. The Products do not conform to this warranty because, as alleged in detail above, they  
18 contain pesticides and other contaminants and because the Products in fact failed California's  
19 cannabis safety requirements.

20           102. Plaintiff and Class members were injured as a direct and proximate result of  
21 Defendants' conduct because: (a) they would not have purchased Defendants' products if they had  
22 known that the product was contaminated; and (b) they overpaid for the products because the  
23 products would not have been sellable at the same price had Defendants' labeling accurately  
24 disclosed the contamination.

25                                   **COUNT VII**  
                                  **Negligent Misrepresentation**  
                                  **(Individually and on Behalf of the Class)**

26           103. Plaintiff incorporates by reference the facts alleged above.  
27  
28



1           116. Defendant intended that Plaintiff and Class members rely on these representations and  
2 Plaintiff and Class members reasonably relied on them.

3           117. Defendant's misrepresentations and omissions were a substantial factor in Plaintiff's  
4 purchases and the purchases of Class members.

5           118. Plaintiff and Class members were injured as a direct and proximate result of  
6 Defendant's conduct because they would not have purchased Defendant's products if they had  
7 known that the product was contaminated.

8   **COUNT IX**  
9   **Unjust Enrichment**  
10   **(Individually and on Behalf of the Class)**

11           119. Plaintiff incorporates by reference the facts alleged above.

12           120. As alleged in detail above, Defendant's false and misleading labeling caused Plaintiff  
13 and the Class to purchase Defendant's Products.

14           121. In this way, Defendant received a direct and unjust benefit, at the expense of Plaintiff  
15 and the Class.

16           122. Plaintiff and the Class seek the equitable return of this unjust benefit.

17   **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff and the Class respectfully request that this Court:

- 19 a.       Award judgment in their favor against Defendant on all its Counts;
- 20 b.       Award damages in their favor and against Defendants;
- 21 c.       Award Plaintiff all profits derived by Defendants' wrongful acts complained of  
22 herein;
- 23 d.       Award Plaintiff costs and reasonable attorney fees.
- 24 e.       Award Plaintiff such other relief, in law or equity, as this Court deems just and  
25 proper.  
26  
27  
28



1 Dated: June 15, 2024

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