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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

MAHMOOD DAWOOD, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

SIKI EAGLE SARL,

Defendant.

Case No.

**CLASS ACTION COMPLAINT**

JURY TRIAL DEMANDED

1 Plaintiff Mahmood Dawood (“Plaintiff”) brings this action on behalf of himself and all  
2 others similarly situated against Siki Eagle Sarl (“Defendant” or “Colzer”).

3 **NATURE OF THE ACTION**

4 1. Plaintiff and members of the putative Class bring this Action to redress a fraud by air  
5 purifier manufacturer, Colzer.

6 2. Colzer is engaged in the large-scale distribution, advertising, marketing and sale of  
7 air purifiers which are falsely, misleadingly, and damagingly represented, branded and advertised to  
8 sufficiently purify a recommended room size, but in reality can only purify a considerably smaller  
9 room per applicable industry standards.

10 3. However, to the detriment of consumers like Plaintiff and the members of the putative  
11 class (the “Class), the Colzer 142C Air Purifier (the “Product”) is marketed for a room size that is  
12 much larger than what applicable industry standards specify as a recommended room size for  
13 sufficient air purification.

14 4. As such, Plaintiff and the putative Class bring this Action on behalf of themselves  
15 and all others similarly situated to recover damages, inclusive of statutory damages and a  
16 disgorgement of profits, and injunctive relief to rectify the harm caused to consumers by the  
17 Defendant through the sale of the Product.

18 **PARTIES**

19 5. Plaintiff Mahmood Dawood is domiciled in California, residing in Lodi, California.  
20 In October 2021, Plaintiff Dawood purchased a Colzer 142C Air Purifier for his personal use for  
21 approximately \$139.99 from Walmart in Lodi, CA. Prior to his purchase of his Product, Plaintiff  
22 Dawood reviewed the product’s labeling and packaging and saw that his Product was labeled and  
23 marketed as an air purifier capable of purifying a 550 sq. ft. room. Plaintiff relied on that labeling  
24 and packaging to choose his Product over comparable products. Plaintiff saw these representations  
25 prior to, and at the time of purchase, and understood them as representations and warranties his  
26 Product was capable of purifying a 550 sq. ft. room. Plaintiff relied on these representations and  
27 warranties in deciding to purchase his Product. Accordingly, those representations and warranties  
28 were part of the basis of the bargain, in that he would not have purchased his Product on the same

1 terms had he known those representations were not true. However, Plaintiff did not receive the  
2 benefit of his bargain because his Product could only purify a 191 sq. ft. room. Plaintiff further  
3 understood that the purchase came with Defendant’s representation and warranties that his Product  
4 would be capable of purifying a 550 sq. ft. room.

5 6. Defendant Siki Eagle Sarl (“Colzer”) is a French corporation with its headquarters  
6 located at Siki Eagle Sarl in 1, Esplanade Miriam Makeba, 69100 Villeurbanne, France. Colzer  
7 manufactures, sells, and/or distributes Colzer-brand products, and is responsible for the advertising,  
8 marketing, trade dress, and packaging of the Product. Colzer manufactured, marketed, and sold the  
9 Product during the class period.

10 **JURISDICTION AND VENUE**

11 7. This Court has subject matter jurisdiction over this Action pursuant to 28 U.S.C.  
12 1332(d). Under the Class Action Fairness Act, the matter in controversy, exclusive of costs and  
13 interest, exceeds the sum of \$5 million, there are over 100 members of the putative Class, and this is  
14 a class action in which one Plaintiff is a citizen of a different state than is the Defendant. Namely,  
15 Plaintiff Dawood resident of California and purchased his Product in California.

16 8. This Court has personal jurisdiction over the Defendant because the Defendant  
17 transacts business and directs sales and advertising to this jurisdiction.

18 9. Venue is proper in this District pursuant to 28 U.S.C. 1391(b)(2) and (c) because a  
19 substantial part of the events, acts, or omissions giving rise to Plaintiff’s claims occurred in this  
20 District. Namely, Plaintiff purchased the Product in this District.

21 **FACTUAL ALLEGATIONS**

22 **AHAM and CADR**

23 10. The Association of Home Appliance Manufacturers (“AHAM”), in the early 1980s,  
24 developed an objective and repeatable performance test method for measuring the ability of portable  
25 household electric room air cleaners to reduce particulate matter from a specific size room. The  
26 standard, ANSI/AHAM AC-1-2006, Method for Measuring the Performance of Portable Household  
27 Electric Room Air Cleaners, is designed to evaluate portable household electric room air cleaners  
28 regardless of the particle removal technology utilized.

1 11. The resulting performance metric is called the Clean Air Delivery Rate (“CADR”).  
2 CADR is a measure of the appliance’s ability to reduce smoke, dust, and pollen particles in the 0.10  
3 to 11 micron ( $\mu\text{m}$ ) size range from the air. In ANSI/AHAM AC-1-2006, CADR is defined as “the  
4 rate of contaminant reduction in the test chamber when the unit is turned on, minus the rate of natural  
5 decay when the unit is not running, multiplied by the volume of the test chamber as measured in  
6 cubic feet.” The 1008 ft<sup>3</sup> test chamber size is an integral part of the definition and is standardized in  
7 ANSI/AHAM AC-1-2006 to ensure that comparisons between units that have been evaluated using  
8 the standard are fairly made.

9 12. This standardized room size chamber limits the maximum CADR measurement (or  
10 value) to 450 (pollen and smoke) and 400 (dust). These maximum CADR values were determined  
11 through analysis of the acceptable minimum number of available particles, an average background  
12 natural decay rate (from statistical study), the size of the chamber, and the available minimum  
13 experiment time. CADR values outside the ranges listed will not have the necessary statistical data  
14 required by this method.

15 13. The term CADR is a general term used to make performance claims for many types  
16 of products other than portable room air cleaners. CADR values for other products may not have  
17 been calculated in accordance with the AC-1 definition of CADR. As such, to accurately compare  
18 air cleaner CADR performance claims, the measured values being compared must fall within the  
19 defined scope of ANSI/AHAM AC1-2006 and the CADR values for each unit must have been  
20 determined in accordance with ANSI/AHAM AC-1- 2006. Otherwise, the comparison is not  
21 accurate.

22 14. Since its original development in the early 1980s, the ANSI/AHAM AC-1 test method  
23 has increasingly become the credible industry standard for evaluating portable room air cleaner  
24 particle removal performance. In 1989, the FTC confirmed that ANSI/AHAM AC-1 was a  
25 reasonable basis for measuring the degrees of reduction of airborne solid particulate matter from  
26 household rooms.

27 15. The test method is utilized by the U.S. Environmental Protection Agency (EPA) in its  
28 Air Cleaner Energy Star Program. AHAM is recognized by the EPA as an Administrative Body and

1 approved to administer verification testing for purposes of the Energy Star program. Products may  
2 be selected at any time for verification testing, ensuring the product's energy consumption rating is  
3 consistent with the measured energy consumption. Thus, the AHAM method is recognized and  
4 utilized by the EPA as an industry standard certification standard.

5 16. Additionally, the Consumers Union uses CADR to determine the air cleaner ratings  
6 and product comparison information that are published in Consumer Reports®.

7 17. Air Quality experts often refer to CADR in technical papers as well. In a recent  
8 research paper on the use of air cleaners to reduce fine particulate matter during prescribed burns and  
9 wildfires in Colorado, the authors utilized the CADR metric to select appropriate portable room air  
10 cleaners for the study, noting that CADR is a "useful parameter for characterizing effectiveness of  
11 an air cleaner."

12 18. On November 29, 2005, ANSI/AHAM AC-1-2006 was reaffirmed as an American  
13 National Standard by the American National Standards Institute (ANSI). The changes reflected in  
14 the 2006 update are a result of an AHAM-initiated independent technical expert review of the  
15 standard and a subsequent ANSI consensus panel review during 2004 and 2005. AC-1-2013 has been  
16 approved by AHAM and is in process of approval by the ANSI Standards Committee.

17 19. There are two factors that influence the CADR ratings scale: filter efficiency and air  
18 flow through the filters. Taken together they indicate how much filtered air you will receive from an  
19 air purification system.

20 20. The CADR represents the amount of clean air coming out of the air purifier on the  
21 highest fan speed. It is only measured on the highest fan speed. If you run the air cleaner on a lower  
22 fan speed then the CADR will be lower since the fan airflow is less. CADR is measured in cubic feet  
23 per minute ("cfm") in the US.

24 21. For example, if the air purifier produces 100 cfm and the filter removes 90% of  
25 particles (efficiency) then the CADR for the air purifier will be 90 (100 times 90%).

26 22. To find the right CADR for a given room you would determine your room size and  
27 divide your room square footage by 1.55.  
28

23. For example, to determine the CADR for a 250 sq. ft. room, 250 is divided by 1.55 to calculate a CADR of 161. This means you will want a room air cleaner with a CADR of 160 or higher.

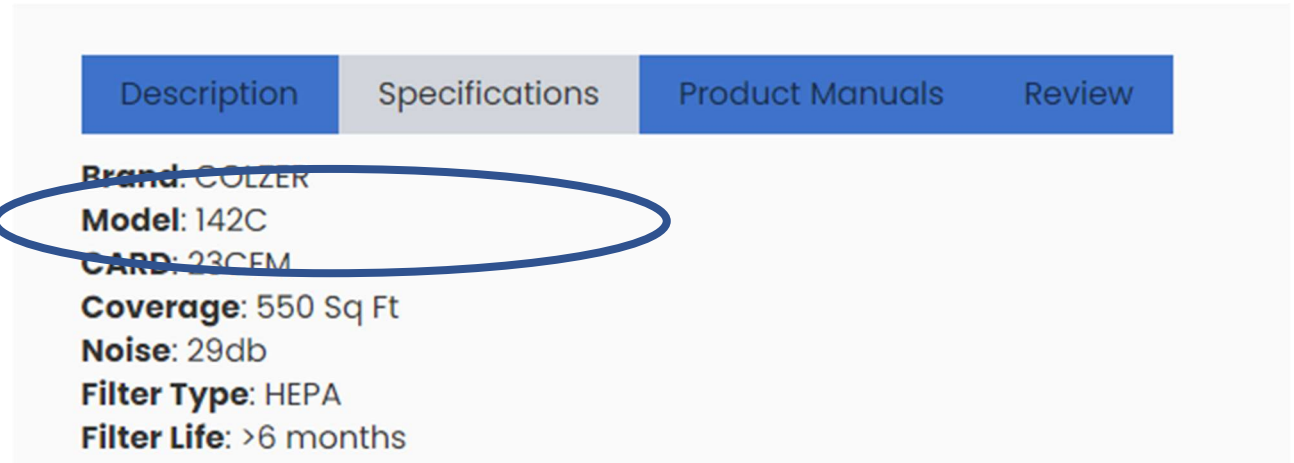
24. Many companies have sought and received AHAM certifications for their air purifiers.





1 **The Colzer 142C Air Purifier**

2 25. Defendant promises the Product is a “550 Sq. ft. Air Purifier” that can purify a 550  
3 sq. ft. room in “11 minutes.”



13 26. The Product is currently sold for \$139.99 on its website.<sup>1</sup>

14 27. The Product is not certified by AHAM. However, the 550 sq. ft recommended square  
15 footage coverage that is advertised by the Defendant is misleading and fraudulent based on the  
16 CADR of the Product when applying the AHAM standard, which is the industry standard for air  
17 purification coverage for appliances such as the Product.

18 28. First, the manufacturer reports the CADR as 123 CFM; however, when applying the  
19 AHAM standard, the CADR score for the Product renders a coverage area of 191 square feet. This  
20 is calculated by taking the 123 cfm and multiplying by 1.55 and getting 191 square feet.

21 29. Therefore, using the AHAM standard, the Product is only suitable to purify 191  
22 square feet rather than 550 square feet.

23 30. Further, taking the 550 recommended room size and dividing it by 1.55, means per  
24 the AHAM, you would need a purifier with at least a cfm of 354 or greater to properly purify a room  
25 of that size. The Product does not have cfm of 354, but rather of 123 cfm.

26  
27  
28 <sup>1</sup> <https://colzer.com/products/142c-air-purifier#images-1>

1 31. Therefore, when applying the industry standard for a recommended room size  
2 coverage for the Product, the Product is falsely labeled and Plaintiff and Class Members paid a price  
3 premium as a result.

4 **A. Defendant Has Committed Fraud Under F.R.C.P. Rule 9(b)**

5 32. Rule 9(b) of the Federal Rules of Civil Procedure provides that, “[i]n alleging fraud  
6 or mistake, a party must state with particularity the circumstances constituting the fraud or mistake.”  
7 And, while the Defendant is in the best position to know what content they placed in advertising and  
8 in other materials during the Class period, to the extent necessary, as detailed in the paragraphs above  
9 and below, Plaintiff has satisfied the requirements of Rule 9(b) by establishing the following  
10 elements with sufficient particularity:

11 33. **WHO:** Defendant, Colzer, made material misrepresentations and/or omissions of the  
12 fact that the Product had certain representations made about them – namely, that they adequately  
13 provide air purification for a recommended room size, when they do not pursuant to industry  
14 accepted standards.

15 34. **WHAT:** Defendant promises the Product is a “550 Sq. ft. Air Purifier” that can purify  
16 a 550 sq. ft. room. Defendant’s conduct here was, and continues to be, fraudulent because it omitted  
17 and concealed the fact that the representations about the Product were false.

18 35. **WHEN:** In October 2021, Plaintiff Dawood purchased a Colzer 142C Air Purifier for  
19 his personal use for approximately \$139.99 from Walmart in Lodi, CA. Further, upon information  
20 and belief, the Defendant’s conduct here took place during the Class period – with a record reaching  
21 as far back as 2016; however, it is possible that the Defendant was selling similar products into  
22 commerce even earlier than 2016. Plaintiff and members of the putative Class will have further  
23 clarity on the timing of sales based on the records that the Defendant ultimately provides in the  
24 discovery portion of this Action.

25 36. **WHERE:** Plaintiff Dawood purchased his Colzer 142C Air Purifier from Walmart in  
26 Lodi, CA. Additionally, the material “550 Sq. ft. Air Purifier” misrepresentations and omissions  
27 were made on the Defendant’s product packaging, website, social media accounts, in advertising and  
28



1 marketing, and in other places – like through customer service representatives. Defendant exerted  
2 control over these material misrepresentations and omissions.

3 37. **WHY/HOW:** All of the misrepresentations identified above , when viewed in the  
4 context of the labeling and the Product at issue, have the tendency or capacity to deceive or confuse  
5 reasonable consumers into believing that the Product will be capable of purifying a 550 sq. ft. room.  
6 However, the Product in fact is only capable of purifying a 191 sq. ft. room. The material  
7 misrepresentations and omissions were made on the Defendant’s website, on their social media  
8 accounts, in advertising and marketing, and in other places – like through customer service  
9 representatives. Defendant engaged in systematic misrepresentations and omissions because it  
10 propped up their sales and helped them succeed financially, to the detriment of consumers who  
11 unwittingly believed in the representations and omissions made by the Defendant.

12 38. **INJURY:** In making their purchases, Plaintiff and putative class members paid a  
13 substantial price premium due to the false and misleading claim that the Product can purify a 550 sq.  
14 ft. room, when it cannot.

15 39. As such, consumers, such as Plaintiff and members of the putative Class, were harmed  
16 and they would not have purchased or would have paid substantially less for the Product had they  
17 been advertised correctly – which is to say that they would have been advertised as providing  
18 sufficient air purification for a room of up to 191 square feet; however, they were not advertised as  
19 such.

20 **CLASS ALLEGATIONS**

21 40. Plaintiff brings this action individually and as representative of all those similarly  
22 situated, pursuant to Federal Rule of Civil Procedure 23, on behalf of the below-defined Classes:

23 **National Class:** During the fullest period allowed by law, all persons in the United States  
24 who purchased the Product for personal use and not for resale within the United States (the  
25 “National Class”).

26 **California Class:** During the fullest period allowed by law, all persons in the State of  
27 California who purchased the Product for personal use and not for resale within the State of  
28 California (the “California Class”).

1           41. Members of the classes described are referred to as “Class Members” or members of  
2 the “Classes.”

3           42. The following are excluded from the Classes: (1) any Judge presiding over this action  
4 and members of his or her family; (2) Defendant, Defendant’s subsidiaries, parents, successors,  
5 predecessors, and any entity in which Defendant or its parent has a controlling interest (as well as  
6 current or former employees, officers, and directors); (3) persons who properly execute and file a  
7 timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally  
8 adjudicated on the merits or otherwise released; (5) Plaintiff’s counsel and Defendant’s counsel; and  
9 (6) the legal representatives, successors, and assigns of any such excluded persons.

10           43. Certification of Plaintiff’s claims for class-wide treatment is appropriate because  
11 Plaintiff can prove the elements of her claims on a class-wide basis using the same evidence as would  
12 be used to prove those elements in individual actions alleging the same claims.

13           44. **Numerosity** – Federal Rule of Civil Procedure 23(a)(1). The members of the Classes  
14 are so numerous that individual joinder of all Class Members is impracticable. On information and  
15 belief, Class Members number in the thousands to millions. The precise number or identification of  
16 members of the Classes are presently unknown to Plaintiff but may be ascertained from Defendant’s  
17 books and records. Class Members may be notified of the pendency of this action by recognized,  
18 Court-approved notice dissemination methods, which may include U.S. mail, electronic mail,  
19 Internet postings, and/or published notice.

20           45. **Commonality and Predominance** – Federal Rule of Civil Procedure 23(a)(2) and  
21 23(b)(3). Common questions of law and fact exist as to all members of the Classes, which  
22 predominate over any questions affecting individual members of the Classes. These common  
23 questions of law or fact include, but are not limited to, the following:

- 24           a. Whether the Product’s claims are misleading and/or false to a reasonable consumer;  
25           b. Whether Defendant knowingly made misleading statements in connection with  
26 consumer transactions that reasonable consumers were likely to rely upon to their  
27 detriment;  
28

- c. Whether Defendant knew or should have known that the representations and advertisements regarding the Product were false and misleading;
- d. Whether Defendant's conduct violates public policy;
- e. Whether Defendant's acts and omissions violate the state laws of California;
- f. Whether Plaintiff and the Class Members did not receive the benefit of their bargain when purchasing the Product;
- g. Whether the Plaintiff and the Class Members suffered monetary damages, and, if so, what is the measure of those damages;
- h. Whether Plaintiff and the Class Members are entitled to an injunction, damages, restitution, equitable relief, and other relief deemed appropriate, and, if so, the amount and nature of such relief.

46. Defendant engaged in a common course of conduct giving rise to the legal rights sought to be enforced by Plaintiff, on behalf of himself and the other Class Members. Similar or identical statutory and common law violations, business practices, and injuries are involved. Individual questions, if any, pale by comparison, in both quality and quantity, to the numerous common questions that dominate this action.

47. **Typicality – Federal Rule of Civil Procedure 23(a)(3).** Plaintiff's claims are typical of the claims of the other Class Members, as each class member was subject to the same omission of material fact and misrepresentations regarding the Product's recommended room size coverage for air purification. Plaintiff shares the aforementioned facts and legal claims or questions with Class Members, and Plaintiff and all Class Members have been similarly affected by Defendant's common course of conduct alleged herein. Plaintiff and all Class Members sustained monetary and economic injuries.

48. **Adequacy of Representation – Federal Rule of Civil Procedure 23(a)(4).** Plaintiff is an adequate representative of the Classes because he is a member of the Classes and her interests do not conflict with the interests of the Class Members he seeks to represent. Plaintiff has also retained counsel competent and experienced in complex commercial and class action litigation. Plaintiff and his counsel intend to prosecute this action vigorously for the benefit of all Class

1 Members. Accordingly, the interests of the Class Members will be fairly and adequately protected  
2 by Plaintiff and his counsel.

3 49. **Insufficiency of Separate Actions – Federal Rule of Civil Procedure 23(b)(1).**

4 Absent a class action, Class Members will continue to suffer the harm described herein, for which  
5 they would have no remedy. Even if separate actions could be brought by individual consumers, the  
6 resulting multiplicity of lawsuits would cause undue burden and expense for both the Court and the  
7 litigants, as well as create a risk of inconsistent rulings and adjudications that might be dispositive  
8 of the interests of similarly situated consumers, substantially impeding their ability to protect their  
9 interests, while establishing incompatible standards of conduct for Defendant. Accordingly, the  
10 proposed Classes satisfy the requirements of Fed. R. Civ. P. 23(b)(1).

11 50. **Declaratory and Injunctive Relief – Federal Rule of Civil Procedure 23(b)(2).**

12 Defendant has acted or refused to act on grounds generally applicable to Plaintiff and all Class  
13 Members, thereby making appropriate final injunctive relief and declaratory relief, as described  
14 below, with respect to the Classes as a whole.

15 51. **Superiority – Federal Rule of Civil Procedure 23(b)(3).**

16 A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual  
17 difficulties are likely to be encountered in the management of this class action. The damages or other  
18 financial detriment suffered by Plaintiff and the Class Members are relatively small compared to the  
19 burden and expense that would be required to individually litigate their claims against Defendant, so  
20 it would be impracticable for Class Members to individually seek redress for Defendant's wrongful  
21 conduct. Even if Class Members could afford individual litigation, the court system could not.  
22 Individualized litigation creates a potential for inconsistent or contradictory judgments and increases  
23 the delay and expense to all parties and the court system. By contrast, the class action device presents  
24 far fewer management difficulties, and provides the benefits of single adjudication, economy of  
25 scale, and comprehensive supervision by a single court.

26 //

27 //

28 //

**CAUSES OF ACTION**

**COUNT I**

**Violation Of Magnuson-Moss Warranty Act  
(15 U.S.C. § 2301, *et seq.*)**

**(On Behalf of Plaintiff and the National Class)**

52. Plaintiff repeats and re-allege all previous paragraphs, as if fully included herein.

53. As previously alleged, this Court has original jurisdiction over this matter based upon the requirements of CAFA; therefore, the Court has alternate jurisdiction over Plaintiff's Magnuson-Moss claim.

54. The Product is a consumer product as defined in 15 U.S.C. § 2301(1).

55. Plaintiff and National Class members are consumers as defined in 15 U.S.C. § 2301(3) and utilized their products for personal and household use and not for resale or commercial purposes.

56. Plaintiff purchased a Product for more than \$5 and his individual claims are greater than \$25 as required by 15 U.S.C. §§ 2302(e) and 2310(d)(3)(A).

57. Defendant is a supplier and warrantor as defined in 15 U.S.C. §§ 2301(4) and (5).

58. The federal Magnuson-Moss Warranty Act ("MMWA" or "Act"), 15 U.S.C. §§ 2301-2312, is a consumer protection regime designed to supplement state warranty law.

59. The MMWA provides a cause of action for breach of warranty, including the express warranty, or other violations of the Act. 15 U.S.C. § 2310(d)(1).

60. The Defendant has breached the express warranties for the Product and its qualities because Defendant's Product is warranted as being capable of purifying a "550 Sq. Ft." room when in actuality, the Product can only purify a 191 sq. ft. room.

61. In its capacity as warrantor, and by the conduct described herein, any attempt by Defendant to limit the warranties in a manner that it does is not permitted by law.

62. By Defendant's conduct as described herein, Defendant has failed to comply with its obligations under its implied promises, warranties, and representations.

63. Plaintiff and the National Class fulfilled their obligations under the express warranties for the Product.

1 64. On March 10, 2022, Plaintiff gave notice to Defendant regarding its violation of the  
2 MMWA.

3 65. As a result of Defendant's breach of warranties, Plaintiff and the Class Members are  
4 entitled to revoke their acceptance of the Product, obtain damages, punitive damages, equitable relief,  
5 and attorneys' fees and costs pursuant to 15 U.S.C. § 2301.

6 **COUNT II**

7 **California's Unfair Competition Law**  
8 **Cal. Bus. & Prof. Code § 17200 et seq. ("UCL")**  
9 **(On Behalf of Plaintiff and the California Class)**

10 66. Plaintiff incorporates by reference the allegations contained in the preceding  
11 paragraphs as if fully set forth herein.

12 67. Plaintiff brings this claim individually and on behalf of all members of the California  
13 Class against Defendant.

14 68. The UCL prohibits any "unlawful, unfair or fraudulent business act or practice." Cal.  
15 Bus. & Prof. Code § 17200.

16 69. The acts, omissions, misrepresentations, practices, and non-disclosures of Defendant  
17 as alleged herein constitute business acts and practices.

18 70. Unlawful: The acts alleged herein are "unlawful" under the UCL in that they violate  
19 at least the following laws:

- 20 a. The False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 et seq.;
- 21 b. The Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 et seq.;

22 71. Unfair: Defendant's conduct with respect to the labeling, advertising, and sale of the  
23 Product was "unfair" because Defendant's conduct was immoral, unethical, unscrupulous, or  
24 substantially injurious to consumers and the utility of their conduct, if any, does not outweigh the  
25 gravity of the harm to their victims.

26 72. Defendant's conduct with respect to the labeling, advertising, and sale of the Product  
27 was and is also unfair because it violates public policy as declared by specific constitutional, statutory  
28 or regulatory provisions, including but not limited to the applicable sections of: the Consumers Legal  
Remedies Act, the False Advertising Law.





1           82. Plaintiff brings this claim individually and on behalf of the members of the California  
2 Class against Defendant.

3           83. The FAL provides that “[i]t is unlawful for any person, firm, corporation or  
4 association, or any employee thereof with intent directly or indirectly to dispose of real or personal  
5 property or to perform services” to disseminate any statement “which is untrue or misleading, and  
6 which is known, or which by the exercise of reasonable care should be known, to be untrue or  
7 misleading.” Cal. Bus. & Prof. Code § 17500.

8           84. It is also unlawful under the FAL to disseminate statements concerning property or  
9 services that are “untrue or misleading, and which is known, or which by the exercise of reasonable  
10 care should be known, to be untrue or misleading.” *Id.*

11           85. As alleged in detail above, the advertisements, labeling, policies, acts, and practices  
12 of Defendant relating its advertising of the square footage of a room the Product can purify are false.

13           86. Plaintiff suffered injury in fact as a result of Defendant’s actions as set forth herein  
14 because they purchased the Product in reliance on Defendant’s labeling claims that are false and  
15 misleading.

16           87. Defendant’s business practices as alleged herein constitute deceptive, untrue, and  
17 misleading advertising pursuant to the FAL because Defendant has advertised the Product in a  
18 manner that is untrue and misleading, which Defendant knew or reasonably should have known, and  
19 omitted material information from its advertising.

20           88. Defendant profited from its sale of the falsely and deceptively advertised Product to  
21 unwary consumers.

22           89. As a result, Plaintiff, the California Class, and the general public are entitled to  
23 injunctive and equitable relief, restitution, and an order for the disgorgement of the funds by which  
24 Defendant was unjustly enriched.

25           90. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff, on behalf of himself and the  
26 California Class, seek an order enjoining Defendant from continuing to engage in deceptive business  
27 practices, false advertising, and any other act prohibited by law, including those set forth in this  
28 Complaint.

**COUNT IV**  
**California’s Consumer Legal Remedies Act**  
**Cal. Civ. Code § 1750 et seq. (“CLRA”)**  
**(On Behalf of Plaintiff and the California Class)**

1  
2  
3  
4 91. Plaintiff incorporates by reference the allegations contained in the preceding  
5 paragraphs as if fully set forth herein.

6 92. Plaintiff brings this claim individually and on behalf of the members of the California  
7 Class against Defendant.

8 93. Defendant is a “person” under the Legal Remedies Act, Cal. Civ. Code § 1761(c).

9 94. Plaintiff and California Class members are “consumers” under the Legal Remedies  
10 Act, Cal. Civ. Code § 1761(d).

11 95. The CLRA prohibits deceptive practices in connection with the conduct of a business  
12 that provides goods, property, or services primarily for personal, family, or household purposes.

13 96. Defendant’s false and misleading labeling and other policies, acts, and practices were  
14 designed to, and did, induce the purchase and use of the Product for personal, family, or household  
15 purposes by Plaintiff and California Class Members, and violated and continue to violate the  
16 following sections of the CLRA:

17 97. § 1770(a)(5): representing that goods have characteristics, uses, or benefits which  
18 they do not have;

19 98. § 1770(a)(7): representing that goods are of a particular standard, quality, or grade if  
20 they are of another;

21 99. § 1770(a)(9): advertising goods with intent not to sell them as advertised; and

22 100. § 1770(a)(16): representing the subject of a transaction has been supplied in  
23 accordance with a previous representation when it has not.

24 101. Defendant profited from the sale of the falsely, deceptively, and unlawfully advertised  
25 Product to unwary consumers.

26 102. Defendant’s wrongful business practices constituted, and constitute, a continuing  
27 course of conduct in violation of the CLRA.  
28

1 103. Pursuant to the provisions of Cal. Civ. Code § 1782(a), on March 10, 2022, Plaintiff  
2 gave Defendant notice regarding its breach of the CLRA.

3 104. Therefore, Plaintiff seeks monetary relief, including restitution and actual damages  
4 under the Consumers Legal Remedies Act.

5 **COUNT V**  
6 **Breach of Express Warranty Under California Law**  
7 **(On Behalf Plaintiff and the California Class)**

8 105. Plaintiff repeats and re-alleges the allegations above as if set forth herein.

9 106. Plaintiff, and each member of the California Class, formed a contract with Defendant  
10 at the time Plaintiff and each member of the California Class purchased the Product.

11 107. The terms of the contract include the promises and affirmations of fact made by  
12 Defendant on the Product's packaging and through marketing and advertising, as described above.

13 108. This labeling, marketing, and advertising constitute express warranties and became  
14 part of the basis of the bargain and are part of the standardized contract between Plaintiff and the  
15 members of the California Class and Defendant.

16 109. Plaintiff and the members of the California Class performed all conditions precedent  
17 to Defendant's liability under this contract when they purchased the Product.

18 110. Defendant breached express warranties about the Product and their qualities because  
19 Defendant's Product's are warranted as being capable of purifying a "550 Sq. Ft." room when the  
20 Product can only purify a 191 sq. ft. room.

21 111. Plaintiff and each of the members of the California Class would not have purchased  
22 the Product had they known the Product can only purify an amount significantly less than 550 sq. ft.

23 112. Plaintiff relied upon the representations made by Defendant at the time of purchase,  
24 and were deprived of the benefit of the bargain as a result of Defendant's conduct.

25 113. On March 10, 2022, Plaintiff gave notice to Defendant of its breach of express  
26 warranties.

27 114. As a result of Defendant's breach of warranty, Plaintiff and each of the members of  
28 the Classes have been damaged in the amount of the purchase price of the Product and any  
consequential damages resulting from their purchases.

**COUNT VI**  
**Unjust Enrichment**

**(In The Alternative To Count V And On Behalf Plaintiff and California Class)**

115. Plaintiff repeats and re-alleges the allegations above as if set forth herein.

116. Plaintiff and California Class members conferred tangible and material economic benefits upon Defendant by purchasing Defendant's Product. Plaintiff and California Class members would not have purchased the Product had they known they could not purify a 550 square foot room.

117. Defendant has been unjustly enriched in retaining the revenues derived from the purchase of the Product by Plaintiff and the other members of the California Class.

118. Retention of those monies under these circumstances is unjust and inequitable because Defendant's labeling of the Product was misleading to consumers, which caused injuries to Plaintiff and the other members of the California Class members because they would have not purchased the Product had they known they could not purify a 550 square foot room.

119. Because Defendant's retention of the non-gratuitous benefits conferred on them by Plaintiff and the other members of the California Class is unjust and inequitable, Defendant must pay restitution to Plaintiff and the other members of the California Class for their unjust enrichment, as ordered by the Court.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seeks judgment against Defendant, as follows:

- a) For an order certifying the Class and the California Subclass under Rule 23 of the Federal Rules of Civil Procedure, naming Plaintiff as representative of the Class and California Subclass, and Plaintiff's attorneys as Class Counsel to represent the Class and California Subclass;
- b) For an order finding in favor of Plaintiff, the Class, and California Subclass on all counts asserted herein;
- c) For compensatory, statutory, and punitive damages in amounts to be determined by the Court and/or jury;

- 1 d) For prejudgment interest on all amounts awarded;  
2 e) For an order of restitution and all other forms of equitable monetary relief;  
3 f) For injunctive relief as pleaded or as the Court may deem proper; and  
4 g) For an order awarding the Plaintiff, the Class, and California Subclass their  
5 reasonable attorneys' fees, expenses, and costs of suit.

6 **JURY TRIAL DEMANDED**

7 Plaintiff demands a trial by jury on all claims so triable.

8  
9 Dated: May 25, 2022

**BURSOR & FISHER, P.A.**

10 By: /s/ Brittany S. Scott  
11 Brittany S. Scott

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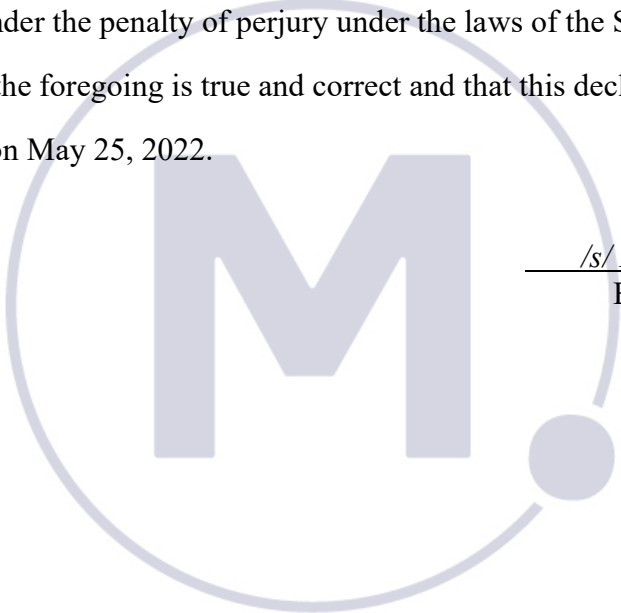
**CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)**

I, Brittany S. Scott, declare as follows:

1. I am an attorney at law licensed to practice in the State of California and a member of the bar of this Court. I am an Associate at Bursor & Fisher, P.A., counsel of record for Plaintiff in this action. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would competently testify thereto under oath.

2. The Complaint filed in this action is filed in the proper place for trial under Civil Code Section 1780(d) in that a substantial portion of the events alleged in the Complaint occurred in the Eastern District of California.

I declare under the penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct and that this declaration was executed at Walnut Creek, California on May 25, 2022.

  
\_\_\_\_\_  
/s/ Brittany S. Scott  
Brittany S. Scott