

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT  
CIVIL ACTION NO.

---

\_\_\_\_\_  
PATRICIA SOARES,  
on behalf of herself and all  
others similarly situated,  
*Plaintiff,*

vs.

NELSON BACH USA LTD.,  
*Defendant.*  
\_\_\_\_\_

**RECEIVED**

3/5/2025

MG

**CLASS ACTION COMPLAINT AND DEMAND FOR TRIAL BY JURY**

Plaintiff Patricia Soares, individually and on behalf of all similarly situated persons, alleges the following against Defendant Nelson Bach USA Ltd., upon personal knowledge as to her own acts, and upon information and belief as to all other matters.

**I. NATURE OF THE ACTION**

1. This is a class action for economic damages under the Massachusetts Consumer Protection Act, M.G.L. c. 93A, and common law, on behalf of all persons who purchased Nelson Bach USA Ltd.’s Rescue Remedy Pet and Rescue Sleep Pet products (the “Homeopathic Pet Products” or the “Products”) distributed and/or sold by Defendant Nelson Bach USA Ltd. (“Bach USA” or “Bach”) within the Commonwealth of Massachusetts.

2. As more fully set forth herein, Defendant promotes, distributes, markets, and sells the Homeopathic Pet Products in Massachusetts and throughout the United States. At all relevant

times, Defendant represented to Plaintiff and other consumers that the Homeopathic Pet Products had beneficial behavioral and health effects, including natural stress relief. At the same time, Defendant failed to provide notice to Plaintiff that there was no scientific or clinical basis for those claims, or failed to provide such notice in compliance with M.G.L. c. 93A.

3. Defendant Bach USA is in fact aware that the Homeopathic Pet Products have no beneficial behavioral and health effect, and that there is no evidence that substantiates the Defendant's claims that the Products have stress-relieving effects.

4. By making such claims on the advertising, labeling, and packaging of these Products, without providing adequate disclosures that the Product claims had no clinical or scientific basis, Defendant falsely represented to purchasers that these Products had effects which they did not.

5. By making such claims on the advertising, labeling, and packaging of these Products, without providing adequate disclosures that those claims had no clinical or scientific basis, Defendants was able to sell more of the Product, and sell that Product at a higher price (i.e., at a price premium).

6. By making such claims on the advertising, labeling, and packaging of these Products without providing disclosures that those claims had no clinical or scientific basis, Defendant failed to follow laws of the Commonwealth ensuring the health, safety, and efficacy of such Products.

7. Finally, because Defendant has intentionally promoted, marketed, distributed, and sold these Products to all pet owners within the Commonwealth of Massachusetts with these claims, Defendant has therefore engaged in a common course of deceptive and unlawful conduct in connection with its distribution and sale of these Products.

## **II. PARTIES, JURISDICTION, AND VENUE**

8. Plaintiff Patricia Soares (“Ms. Soares”) is a resident of Hudson, Middlesex County, Massachusetts. Within the last four (4) years, Ms. Soares purchased Bach USA Homeopathic Pet Products for her mixed-breed dog, Lily, based upon the belief that the Products would have behavioral and health effects, including stress relief, as claimed by Bach USA.

9. Plaintiff brings this action in her individual capacity and on behalf of all similarly situated individuals.

10. Defendant Nelson Bach USA Ltd. (“Bach USA”) is a Massachusetts corporation, organized within Massachusetts, with its principal place of business at 21 High Street, #302, North Andover, Massachusetts.

11. At all times relevant hereto, Bach USA has conducted business in Massachusetts, and has engaged in the business of promoting, marketing, distributing, and/or selling Bach brand Homeopathic Pet Products.

## **III. FACTUAL ALLEGATIONS**

### **A. Bach USA’s Role in the Pet Health Industry and Pet Care Industry in Massachusetts**

12. Caring for the health of animals constitutes a major industry within the United States and the Commonwealth of Massachusetts. Nationwide, veterinary services, the sale of pet foods and products, and other pet services all individually constitute multi-billion dollar industries.

13. Of Massachusetts’ approximately 2.8 million households, over 1.2 million have pets. Over 840,700 Massachusetts households own a dog; almost 130,000 own more than one dog; and an additional 572,100 households own a cat or cats. United States Census Data, American Housing

Survey (2021) *available at* census.gov (selection criteria 2021 Massachusetts – Household Pets – All Occupied Units).

14. Bach advertises its “Rescue-Brand” as “the most widely distributed natural stress & sleep brand worldwide.”

15. Within the vast market for pet health services, Bach USA makes sales of its Rescue-Brand Homeopathic Pet Products to Massachusetts consumers both in stores throughout Massachusetts and online through third-party websites.

16. Bach USA claims that the Rescue Remedy Pet Product is “Suitable for use with the following: • Dogs • Cats • Birds • Horses • Rabbits • Lizards[.]”

17. Bach USA recommends the Rescue Sleep Pet Product for use in dogs and cats.

18. Major corporate retailers selling Bach Rescue Remedy Pet and Bach Rescue Sleep Pet include, but are not limited to, Amazon, Chewy, and Whole Foods.

19. Upon information and belief, Bash USA has made hundreds or thousands of sales of its Products within Massachusetts in the last four years.

20. Bach USA’s Homeopathic Pet Products – which consist of 10 mL or 20 mL of liquid solution – are sold for, on average, between \$10 and \$30.

**B. Bach USA’s Homeopathic Pet Product Packaging and Advertising Claims**

21. These Homeopathic Pet Products are substantially similar in nature in that both the Rescue Remedy Pet product and the Rescue Sleep Pet product make claims regarding stress relief which have no scientific or clinical basis, and which are in fact false.

22. Bach USA makes these numerous unfair and deceptive claims on its packaging and advertising in order to increase the **sales** of the Products to consumers.

23. Bach USA makes these numerous unfair and deceptive claims on its packaging and advertising in order to increase the **prices** it may charge for the Products.

24. Bach USA makes these unfair and deceptive claims in the Product name of “Rescue Remedy Pet” (*see* §1, immediately below), on its Products and Product Labels (§2, below), on its website (§3, below), and on third party websites where Bach USA Homeopathic Pet Products are sold (§4, below).

1. *Bach USA’s Rescue Remedy Pet Product Name*

25. Bach’s “Rescue Remedy Pet” name itself denotes that the tincture constitutes a “remedy” – i.e., “a cure for a disease, disorder, injury, etc.; a medicine or treatment that promotes healing or alleviates symptoms.”

26. “Rescue Remedy Pet,” however, does not provide a remedy for any disease, disorder or injury, and similarly does not promote healing or alleviate symptoms.

2. *Bach USA’s Homeopathic Pet Product Labeling*

27. On the Rescue Remedy Pet Product’s front panel packaging, Bach USA claims that the Product provides “Natural Stress Relief for Pets” and that it is “For Travel, Loud Noises & Stressful Events.” *See* Exhibit A; *see also* Exhibit B (showing 20 ml container).

28. On the back panel packaging, Bach USA claims that the Product contains “natural stress relief drops for pets,” and that the Product is “An easy dose of calm for your pet, trusted worldwide for use in times of stress.” *See* Exhibit A; *see also* Exhibit B.

29. Further under “Use,” Bach USA states that the Product is “Recommended to reduce occasional animal stress and tension leading up to and during stressful situations.” *See* Exhibit A; *see also* Exhibit B.

30. Bach USA makes similar claims on the Rescue Sleep Pet Product. *See* Exhibit H (claiming on the Product back panel that the Product is “Recommended to reduce occasional nighttime restlessness, stress & tension in dogs & cats.”).

3. *Bach USA’s Homeopathic Pet Product Claims On Its Website*

31. If a consumer links to the Rescue Remedy Pet product webpage,<sup>1</sup> Bach repeats these claims.

32. Defendant claims that the Rescue Remedy Pet “Homeopathic stress and tension relief drops” are “For travel, loud noises & stressful events” and provide an “Easy dose of calm for pets.” Exhibit D.

33. Defendant claims that the Rescue Remedy Product is the “#1 Natural Stress & Sleep Support Brand Worldwide,” that the Rescue products can help you “Stress Less,” and provides an “Easy dose of calm for pets.” Exhibit D.

34. Defendant claims that the “Rescue Remedy Pet can help reduce pet stress without sedatives.” Exhibit D.

35. Bach USA makes similar claims on the Rescue Sleep Pet Product. *See* Exhibit H; *see also* <https://www.nelsons.com/en-us/rescue/range/all-products/rescue-pet-sleep-dropper/> (claiming “Recommended to reduce occasional nighttime restlessness, stress & tension in dogs & cats”).

4. *Bach USA’s Homeopathic Pet Product Claims on Third-Party Websites*

36. Bach USA’s advertising on third party websites follows the claims made on its own website and on the Product labels.

---

<sup>1</sup> This page is available at <https://www.nelsons.com/en-us/rescue/range/browse-by-family/rescue-pets/>. It is accessible through the parent company Nelsons Bach’s home page. *See* Exhibit C.

37. Retailers include images of the Rescue Remedy Product labels, and Defendant's claims made on the Product labels. *See* Exh. E (screenshots of Rescue Remedy Pets sales page on Chewy website), Exh. F (screenshots of Rescue Remedy Pets sales page on Amazon), and Exh. G (screenshots of Rescue Remedy Pets sales page on Whole Foods). Substantially similar claims are then repeated within the website text. *See id.*

38. Similarly, Amazon and Chewy include images of the Rescue Sleep Pet Product labels and those claims made on the Product labels, with the same claims repeated within the website text.

### **C. Bach USA's Inadequate Disclaimer**

#### *Status of Federal Law and Regulations*

39. As a matter of federal law, the FTC and FDA have repeatedly made clear that homeopathic drugs are subject to the same regulatory requirements as other drugs.

40. Nothing in the FD&C Act exempts homeopathic drugs from any of the requirements related to adulteration, labeling, misbranding, or approval.

41. Similarly, the FTC Act does not exempt homeopathic products from the general requirement that objective product claims be truthful and substantiated.

42. The FTC has directly addressed the marketing and advertising of homeopathic products such as the Homeopathic Pet Products and stated:

For the vast majority of OTC homeopathic drugs, the case for efficacy is based solely on traditional homeopathic theories and there are no valid studies using current scientific methods showing the product's efficacy. Accordingly, marketing claims that such homeopathic products have a therapeutic effect lack a reasonable basis and are likely misleading in violation of Sections 5 and 12 of the FTC Act.

FTC Enforcement Policy Statement on Marketing Claims for OTC Homeopathic

Drugs, Fed. Reg. Vol. 81, No. 239 (Dec. 13, 2016).

43. The FTC noted that a homeopathic product might not be in violation of FTC regulations with an appropriate disclaimer. The FTC indicated that a full disclaimer would state:

(1) There is no scientific evidence that the product works and (2) the product's claims are based only on theories of homeopathy from the 1700s that are not accepted by most modern medical experts.

FTC Enforcement Policy Statement on Marketing Claims for OTC Homeopathic Drugs, Fed. Reg. Vol. 81, No. 239 (Dec. 13, 2016).

44. The FTC has stated that any more “perfunctory disclaimer” would be insufficient as it “would be unlikely to successfully communicate the information necessary to make claims for OTC homeopathic drugs non-misleading.” FTC Enforcement Policy Statement on Marketing Claims for OTC Homeopathic Drugs, Fed. Reg. Vol. 81, No. 239 (Dec. 13, 2016).

*The Presentation of Bach USA's Label Disclaimer Is Inadequate*

45. Bach USA's Products nominally include a disclaimer on the Product packaging. However, the disclaimer is inadequate in all regards.

46. Bach USA's Product packaging bears an asterisk after the Product name of Rescue Remedy® such that the labeling reads “Rescue Remedy®\* Pet.”

47. The asterisk stands away from any claims and it is unclear what the asterisk seeks to modify.

48. For example, the bolded all-caps claim “NATURAL STRESS RELIEF FOR PETS” on the front panel is not tagged by any relevant disclaimer.

49. Similarly, the all-caps claim “FOR TRAVEL, LOUD NOISES & STRESSFUL EVENTS” on the front panel is not tagged by any disclaimer.

50. On the bottom left corner of the front panel, however, in small grey font, next to a (presumably related) asterisk, the packaging states in small gray font, set against darker yellow



background wording: “See disclaimer on back panel[.]” That text is lighter and smaller than the Bach USA claims referred to above (in ¶¶41 and 42), and made on the front label.

51. On the back panel, Bach USA includes a third asterisk at the bottom of the panel, which states in small font: “Claims based on traditional homeopathic practice, not accepted medical evidence. Not FDA evaluated.”

*The Substance of Bach USA’s Label Disclaimer Inadequate*

52. Even should a consumer note Bach USA’s disclaimer at the bottom of the back panel, the disclaimer communicates insufficient information to make the Product claims non-misleading.

53. These deficiencies are clear when comparing the FTC’s released disclaimer with Bach USA’s disclaimer.

The FTC indicated that a full disclaimer would state:

“(1) There is no scientific evidence that the product works and (2) the product’s claims are based only on theories of homeopathy from the 1700s that are not accepted by most modern medical experts.”

Bach USA has disclaimed the following:

“Claims based on traditional homeopathic practice, not accepted medical evidence. Not FDA evaluated.”

54. In contrast to the disclaimer set forth by the FTC, Bach USA’s disclaimer misleads in at least the following manners:

- First, the Bach disclaimer does not affirmatively state that “no scientific evidence” exists that the Homeopathic Pet Product works.
- Second, Bach limits its disclaimer to “medical evidence.” Bach never acknowledges the wider fact that, beyond medical evidence, no scientific evidence exists to support the claims of the Homeopathic Pet Products.
- Third, Bach informs the customer only that the “claims are not based” upon “accepted medical evidence.” Again, such a disclaimer does not affirmatively disavow the existence of “medical evidence” supporting the Homeopathic Pet Product claims.

- Fourth, Bach does not provide the consumer with required context regarding the theory of “homeopathy” – for example, that it was a theory developed in “the 1700s” by individuals who therefore had no knowledge of modern medicine.
- Fifth, Bach does not affirmatively state that no veterinary evidence supports the claims made for the Homeopathic Pet Products.

55. Because of this, Bach USA consumers are not provided with adequate information concerning, or disclaiming, the natural stress relief claims made on the Products.

*Bach USA’s Online Disclaimers Are Similarly Inadequate*

56. Bach USA’s disclaimers online are similarly inadequate.

57. In the case of the online sales, on the websites of Amazon, Chewy, and Whole Foods, the Homeopathic Pet Product disclaimers are similarly inconspicuous. *See* Exhs. E, F, and G.

58. On Chewy.com, the consumer must choose to scroll through nine (out of ten) images of the Product labels to observe the disclaimer. No additional disclaimer on the site is included.

59. Similarly, on the Whole Foods website, the consumer must choose to scroll through three images of the Product labels to find a disclaimer.

60. On Amazon.com, one label disclaimer is displayed within the fourth label image, while a separate disclaimer exists within the website text, in undersized font at the very bottom of the webpage – again requiring the consumer to scroll through additional information.

61. In all cases, the consumer may purchase the Products without ever seeing the disclaimer.

**D. Ms. Soares’s Purchase of Bach’s Rescue Remedy Pet**

62. Ms. Soares constitutes a typical consumer of the Products.

63. In the summer of 2023, specifically, Ms. Soares made purchase of Bach’s Rescue Remedy Pet, in a Massachusetts Whole Foods store. She made her purchase in reliance upon the labeling

and advertising claims and omissions made by Bach USA, for her dog, Lily, whom she believed would benefit from “natural stress relief” after undergoing surgery that same year.

64. Ms. Soares was willing to pay a substantial price premium for the Product, with the Product costing between \$10 and \$20, due to these natural stress-relief claims made on the Product labeling.

65. Further, Ms. Soares made her purchase because she observed no disclaimer on the Product label disclosing the fact that no scientific evidence supports the Bach USA claim that the Products have an effect upon health or behavior issues.

66. At the time of her purchase, Ms. Soares did not know that no scientific evidence supports the claims of the Product.

67. At the time of her purchase, Ms. Soares did not know that most modern medical experts do not accept the theory of homeopathy.

68. At the time of her purchase, Ms. Soares did not know that no medical evidence existed which supported the claims of the Product.

69. At the time of her purchase, Ms. Soares did not know that no veterinary evidence existed which supported the claims of the Product.

70. At the time of her purchase, Ms. Soares did not know that the theory of homeopathy – upon which Bach USA’s Homeopathic Pet Products are based – was a theory developed in the 1700s by individuals who had no knowledge of modern medicine.

**E. Ms. Soares’s Use of Bach’s Rescue Remedy Pet**

71. After her purchase, Ms. Soares used the Homeopathic Pet Products in accordance with the methods recommended by Bach USA.

72. The Product had no positive effect upon Ms. Soares's dog, Lily. Ms. Soares did not observe any stress relief in her dog, Lily.

73. Ms. Soares remains interested in purchasing natural stress-relieving products, including Bach USA's Rescue-Brand Pet Products, if those Products will in fact provide the stress-relief they claim.

**F. Ms. Soares's M.G.L. c. 93A Demand Letter**

74. On November 25, 2024, Ms. Soares sent a written demand letter, pursuant to M.G.L. c. 93A, demanding that Bach USA cease its false and deceptive marketing, sale, and distribution of the Products within Massachusetts, and make a reasonable offer of settlement to those Massachusetts consumers who have made purchase of the Products in the last four years. *See* Exhibit J.

75. Up to and including today, Bach USA has made no reasonable offer of settlement to the proposed Class of Massachusetts consumers.

76. Defendant's refusal to grant relief to Massachusetts consumers is made in bad faith and with knowledge or reason to know that the acts or practices complained of herein violated M.G.L. c. 93A §2.

**IV. CLASS ACTION ALLEGATIONS**

77. Bach USA's marketing, labeling, and advertising claims and omissions constitute violations of the Massachusetts consumer protection statute, M.G.L. c. 93A, which affords Ms. Soares and other Massachusetts consumers legal protection in this matter.

78. Plaintiff brings this action on her own behalf and on behalf of a Class of all others similarly situated, pursuant to M.G.L. c. 93A, § 9(2), or the Massachusetts Rules of Civil Procedure Rule 23.

79. The Class that Plaintiff seeks to represent consists of all persons who purchased Defendant Bach USA's Rescue Remedy Pet and Rescue Sleep Pet products in Massachusetts during the Class Period. Excluded from the Class are governmental entities, Defendant, Defendant's affiliates, parents, subsidiaries, employees, officers, and directors, as well as any judicial officer presiding over this matter, and members of their families and staff.

80. The Class Period commences on the first date that Defendant placed its Products into the stream of commerce in Massachusetts, as limited by the applicable statute of limitations, and runs until the date of entry of final judgment in this action.

81. The Class is composed of numerous persons, the joinder of whom is impracticable except by means of a class action. The disposition of their claims in a class action will benefit both the parties and the Court.

82. There is a well-defined community of interest in the questions of law and fact involving and affecting the parties to be represented. Common questions of law and fact exist and such common questions predominate over any question of law or fact which may affect only individual Class members. Such common questions include the following:

- a. Whether Defendant misrepresented the effects of the Products;
- b. Whether the Defendant violated M.G.L. c. 93A, §2 and the common law through a common course of deceptive conduct as alleged herein;
- c. Whether by reason of Defendant's violations of M.G.L. c. 93A the Plaintiff and the Class are entitled to recover actual or statutory damages;
- d. Whether by reason of Defendant's violations of M.G.L. c. 93A the Plaintiff and the Class are entitled to recover multiple damages;
- e. Whether by reason of Defendant's violations of M.G.L. c. 93A Defendant

should be required to refund all sums which Plaintiff and the Class Members paid for the products in Massachusetts during the Class Period, or whether Defendant should be required to disgorge all profits which they made on account of these products;

- f. Whether Defendant was unjustly enriched at the expense of the Plaintiff and the Class members; and
- g. The nature and extent of any additional relief which the Class is entitled to recover under M.G.L. c. 93A or the common law.

83. Plaintiff asserts claims that are typical of the claims of the entire Class. She will fairly and adequately represent and protect the interests of the Class. Plaintiff has no interests antagonistic to those of the Class. Plaintiff has retained counsel who is competent and experienced in class action litigation.

84. Defendant has acted or refused to act on grounds generally applicable to all the members of the Class, thereby making final relief concerning the Class as a whole appropriate.

85. Plaintiff and the Class have suffered injury and damages as a result of Defendant's wrongful conduct as alleged herein. Absent a representative action, Class Members will continue to suffer injury, thereby allowing these alleged violations of law to proceed without remedy, and allowing Defendant to retain the proceeds of its ill-gotten gains.

86. Plaintiff anticipates that there will be no difficulty in the management of this litigation. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

**COUNT I: UNTRUE AND MISLEADING ADVERTISING UNDER M.G.L. c. 266 §91**

87. Plaintiff re-alleges and incorporates by reference the allegations contained in all preceding paragraphs as though set forth fully herein.

88. Defendant's labeling, advertising, marketing, and promotion of the Products is untrue, deceptive and misleading in violation of M.G.L. c. 266 §91.

89. At all times relevant, Defendant knew or, upon reasonable investigation, could have ascertained that its labeling, advertising, marketing, and promotion of its Products was untrue, deceptive, and misleading.

90. Defendant's untrue, deceptive, and misleading labeling, advertising, marketing, and promotion of the Products has continued throughout the Class Period, and is continuing as of the present date.

91. As a purchaser of the Products who was injured by Defendant's false and misleading advertising (in that Plaintiff and other Class members purchased products that did not conform to the representations made about them by Defendant as set forth above), Plaintiff is entitled to and does bring this class action to seek all available remedies under M.G.L. c. 266 §91, including injunctive relief. The injunctive relief would include an Order directing Defendant to cease its false and misleading labeling and advertising, retrieve existing false and misleading advertising and promotional materials, and publish corrective advertising.

92. Plaintiff has suffered injury in fact as a result of Defendant's conduct because she purchased the Products.

**COUNT II: UNFAIR AND DECEPTIVE TRADE PRACTICES**

93. Plaintiff re-alleges and incorporates by reference the allegations contained in all preceding paragraphs as though set forth fully herein and further allege.

94. This claim is brought pursuant to M.G.L. c. 93A, §§2 and 9.

95. At all times relevant hereto, Plaintiff and the Class were “persons” within the meaning of M.G.L. c. 93A, §1(a) and are entitled to relief under the Act in accordance with M.G.L. 93A, §9.

96. At all times relevant hereto, Defendant was engaged in “trade or commerce” as defined by M.G.L. c. 93A, §1(b).

97. Plaintiff and the Class entered into consumer transactions with Defendant by purchasing Homeopathic Pet Products which were making the health and behavior claims described in preceding paragraphs.

98. Without reference to other rules, regulations, or laws of Massachusetts described below, Defendant’s engagement in these transactions constituted violations of M.G.L. c. 93A, in and of themselves, as they were unfair or deceptive acts or practices in the conduct of trade or commerce which damaged Massachusetts consumers.

99. With reference to the Code of Massachusetts Regulations, Defendant’s unfair and deceptive acts include having “faile[d] to disclose to a buyer or prospective buyer any fact, the disclosure of which may have influenced the buyer or prospective buyer not to enter into the transaction[.]” 940 CMR, §3.16(2)

100. Defendant’s unfair and deceptive actions include having “fail[ed] to comply with existing statutes, rules, regulations or laws, meant for the protection of the public’s health, safety, or welfare promulgated by the Commonwealth or any political subdivision thereof intended to provide the consumers of this Commonwealth protection... .” 940 CMR, §3.16 (3).

101. Defendant’s violations of the following statutes and regulations enacted for the “public’s health, safety, and welfare” constitute violations of M.G.L. c. 93A. See M.G.L. c. 94 §187



(statements not approved by the United States Food and Drug Administration constitute “misbranding”); 105 CMR 520.109(I) (Misbranding of food: A food labeled under the provisions of 105 CMR 520.109, shall be deemed to be misbranded under M.G.L. c. 94, §187 if its labeling represents, suggests, or implies: (1) That the food because of the presence or absence of certain dietary properties, is adequate or effective in the prevention, cure, mitigation, or treatment of any disease or symptom); 105 C.M.R. §590.001 (the Massachusetts Food Code, enacted to safeguard public health, requires that consumers’ food be “honestly presented.”).

102. Defendant’s unfair and deceptive actions also include having “violate[d] the Federal Trade Commission Act ... or other Federal consumer protection statutes within the purview of M.G.L. c. 93A, s. 2.” 940 CMR, §3.16.

103. Defendant does this, inter alia, by advertising its Homeopathic Pet Products with claims made on the Products, third party websites, and made upon its own website, that are false and misleading as to the Homeopathic Pet Products’ effects and not approved by the United States Fair Trade Commission; by making such claims when there is no substantiation as to those effects; and by providing no adequate disclaimer that the Homeopathic Pet Products have no scientific evidence to support such claims and are based on a theory created from the 1700s.

104. Defendant’s acts, practices and conduct, as described above in all preceding paragraphs, were willful and knowing violations of M.G.L. c. 93A, §2 and invaded the rights of the Plaintiff and the Class to be free from deceptive business practices.

105. More than 30 days prior to filing the initial Complaint in this action, Plaintiff made a written demand on Defendant, on behalf of the Class, for relief pursuant to M.G.L. c. 93A. As of the time of filing this Complaint, Plaintiff had received no reasonable offer of settlement in return.

106. As a direct result of Defendant's violations and its failure to make a reasonable offer of settlement, Plaintiff and the Class are entitled to judgment under M.G.L. c. 93A (a) awarding such actual damages as they may prove, or statutory damages; and (b) requiring Defendant to refund all sums Plaintiff and the Class Members paid to purchase these Products in Massachusetts during the Class Period, or to disgorge all profits which they made on account of such Products sold to Plaintiff or members of the Class in Massachusetts during the Class Period.

107. Defendant's refusal to grant relief to the Class upon demand was made in bad faith and with knowledge or reason to know that the acts or practices complained of herein violated M.G.L. c. 93A, §2.

108. As a direct result of Defendant's violations, and Defendant's actions in bad faith, Plaintiff and the Class are entitled to multiple damages, per M.G.L. c. 93A.

### **COUNT III: UNJUST ENRICHMENT**

109. Plaintiff re-alleges and incorporates by reference the allegations contained in all preceding paragraphs as though set forth fully herein and further alleges as below.

110. As stated more particularly above, Defendant sold Homeopathic Pet Products by falsely and deceptively stating that such Products would have an effect upon animals which those Products do not have.

111. Defendant's practices resulted in Plaintiff and the Class purchasing Products which purportedly positively affected the health of their pets, but then failing to obtain those health benefits for their pets.

112. Defendant's practices further resulted in Plaintiff and the Class purchasing Products which increased Defendant's own ill-gotten profits.

113. The monies paid by Plaintiff and the Class to Defendant in the purchase of these Products conferred substantial benefits upon Defendant. Defendant knew of and appreciated the benefits conferred upon them by Plaintiff and the Class and accepted and retained these benefits. By reason thereof, Defendant was unjustly enriched.

**PRAYERS FOR RELIEF**

WHEREFORE, Plaintiff and the Class request that the Court enter judgment in their favor and against Defendant as follows:

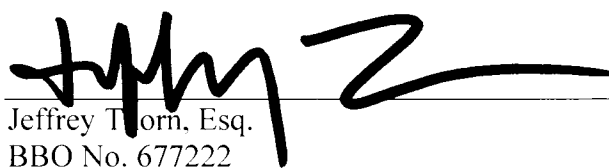
1. Certification of this action as a class action pursuant to M.G.L. c. 93A, § 9(2), or Rule 23 of the Massachusetts Rules of Civil Procedure, and designation of Plaintiff as the representative of the Class, and designation of her counsel as Class Counsel;
2. Declaration that Defendant's conduct violates the causes of action referenced herein;
3. Injunctive relief, compelling Defendant to cease its unlawful actions;
4. Judgment that Defendant's acts, practices and conduct have violated M.G.L. c. 93A, § 2 and the common law, awarding any actual damages proved or statutory damages in the amount of \$25 per violation or class member, and directing that Defendant either (a) refund all sums paid by Plaintiffs and the Class Members for the Products in Massachusetts during the Class Period, or (b) disgorge all profits which Defendant made on account of any such Products sold to Plaintiff or members of the Class in Massachusetts during the Class Period;
5. Judgment, further, that Defendant's acts, practices and conduct which violated M.G.L. c. 93A, were made in bad faith, therefore entitling Plaintiff and the Class to multiple damages to be determined by the Court;
6. Prejudgment and post-judgment interest as provided by law;
7. Attorneys' fees, expenses and costs of this action; and

8. Such additional relief as this Court deems necessary, just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff, on behalf of herself and all other similarly situated, respectfully demands trial by jury on all issues raised in this complaint so triable.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jeffrey Thorn', is written over a horizontal line.

Jeffrey Thorn, Esq.

BBO No. 677222

Thorn Law PLLC

90 Canal Street, Fourth Floor

Boston, Massachusetts 02114

Phone: (617) 835-6681

Facsimile: (844) 835-6681

[jgt@thornlawpllc.com](mailto:jgt@thornlawpllc.com)

Attorney for Patricia Soares

Dated: March 5, 2025