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10 sjm:6739.001.2214276.1

11 Attorneys for Plaintiff  
12 PACIFIC MEDICAL PRODUCTS, LLC, a  
13 Washington limited liability company

14 UNITED STATES DISTRICT COURT  
15 CENTRAL DISTRICT OF CALIFORNIA  
16 WESTERN DIVISION

17 PACIFIC MEDICAL PRODUCTS,  
18 LLC, a Washington limited liability  
19 company,

20 Plaintiff,

21 v.

22 CALIFORNIA COCO TREE, INC., a  
23 California corporation; SEVEN  
24 BUBBLES, INC., a California  
25 corporation; WEI "WAYNE" ZHOU, an  
26 individual; and DOES 1 through 50,  
27 inclusive,

28 Defendants.

Case No.

**COMPLAINT FOR**

- (1) Breach of Contract;**
- (2) Breach of Express Warranty;**
- (3) Fraud;**
- (4) Rescission based upon Fraud;**
- (5) Rescission Based on Mutual Mistake;**
- (6) Negligent Misrepresentation;**
- (7) Unfair Business Practices;**
- (8) Strict Products Liability; and**
- (9) Negligence.**

**REQUEST FOR TRIAL BY JURY**

**INTRODUCTION**

1. In 2019, the world experienced a unknown virus which, ultimately, was known as the Coronavirus-19 ("COVID-19"). It travelled from China and elsewhere to the United States and impacted the health and lives of American citizens. It became a pandemic which the United States continues to experience today.

**COMPLAINT**

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1 2. As the medical field and health officials tried to get their arms around  
2 COVID-19, personal protective equipment ("PPE") for health care workers and  
3 essential front line workers became vital and necessary. PPE included KN95 face  
4 masks. KN95 stands for the regulatory standard for filtering face masks certified in  
5 China. They were to provide 95% protection against all particles that are greater  
6 than 0.3 µm in diameter (bacteria, viruses, pollution particles, fine particles, dust,  
7 smog, pollen, etc.) The World Health Organization approved the KN95 face masks  
8 as a safety measure for COVID-19.

9 3. This lawsuit involves the purchase and sale of KN95 face masks.

10 **PARTIES**

11 4. Plaintiff PACIFIC MEDICAL PRODUCTS, LLC ("PMP") is a  
12 Washington limited liability company doing business in Puyallup, Washington. It  
13 purchases and then sells PPE to parties in the medical and health care industries in  
14 its local region.

15 5. Defendant CALIFORNIA COCO TREE INC., is a California  
16 corporation doing business in Walnut, California. Plaintiff is informed and believes  
17 that it procures PPE from China and sells to entities within the United States.

18 6. Defendant SEVEN BUBBLES INC. is a California corporation doing  
19 business in Walnut, California. Plaintiff is informed and believes that it likewise  
20 procures PPE from China and sells to entities within the United States.

21 7. Defendants CALIFORNIA COCO TREE INC. and SEVEN  
22 BUBBLES INC. share the same business address and the same officers.

23 8. Defendant WEI "WAYNE" ZHOU is the principal and agent of  
24 CALIFORNIA COCO TREE INC. and SEVEN BUBBLES INC. Plaintiff has no  
25 knowledge of where WEI "WAYNE" ZHOU resides but believes it is in Southern  
26 California.

27 9. Plaintiff does not know the true names and capacities of defendants  
28 sued herein as DOES 1 through 50, and therefore sues these defendants by such

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1 fictitious names. Plaintiff is informed and believes and on that basis alleges that  
2 said defendants are obligated to Plaintiff as hereinafter alleged. Plaintiff will  
3 amend the Complaint to allege the true names and capacities of said defendants  
4 when the same have been ascertained.

5 10. Plaintiff is informed and believes and on that basis alleges that at all  
6 times mentioned herein, each defendant was the agent and employee of each of the  
7 other defendants, and that in doing the things alleged herein, defendants were acting  
8 within the course and scope of that agency and employment.

9 **AMOUNT IN CONTROVERSY**

10 11. The amount in controversy exceeds, exclusive of interest, costs and  
11 attorneys' fees, seventy-five thousand dollars (\$75,000.00).

12 **VENUE**

13 12. Venue is appropriate in the U.S. District Court for the Central District  
14 of the State of California as a substantial part of the events or omissions giving rise  
15 to Plaintiff's claim occurred in the jurisdictional territory of the Central District of  
16 California.

17 **REQUEST FOR TRIAL BY JURY**

18 13. Plaintiff does hereby request a trial by jury in this action.

19 **FACTUAL ALLEGATIONS**

20 14. In January 2020, Plaintiff was established to provide needed PPE and  
21 other medical supplies to the medical and health care industry in the State of  
22 Washington.

23 15. Prior to April 2020, Plaintiff had engaged in multiple transactions with  
24 Defendants and considered them "trusted vendors".

25 16. In April 2020, Defendants offered KN95 face masks for purchase in  
26 the open market. In response to the offer to sell, Plaintiff made an inquiry by text  
27 message about the purchase of a substantial number of face masks for Plaintiff's  
28 customers in the medical and health care industry in the State of Washington. The

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1 inquiry sought information about the specific KN95 face masks including the  
2 manufacturer, certification, style, quantity and price.

3 17. In response to Plaintiff's inquiry, Defendants provided numerous  
4 photographs and information via text messages. The photographs displayed the  
5 packaging of the masks offered for sale, photographs of the KN95 face masks and  
6 their markings, certification documents, and compliance documents. These  
7 photographs and packaging were written and pictorial representations as to the type,  
8 quality and authenticity of the KN95 face masks offered for sale by Defendants.



18. Additionally, Defendants represented that the bagged KN95 face masks were  
19 manufactured by Dongguan HauGang Communications Technology Co., Ltd. and  
20 boxed KN95 face masks were manufactured by Yiwu Yifan Knitting Co., Ltd. and  
21 that both manufacturers verified their face masks to meet certain filtration standards  
22 including the standards by the Food and Drug Administration ("FDA"). The masks  
23 were alleged to have been certified in China and regulated by the Chinese  
24 Government under Regulation GB2626-2006. Specifically, it was represented that  
25 the face masks provided 95% protection against all particles that are greater than  
26 0.3  $\mu\text{m}$  in diameter such as bacteria, viruses, pollution particles, fine particles, dust,  
27 smog, pollen, etc.

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1 19. On April 13, 2020, Defendants offered face masks at a price of \$3.00  
2 per mask and stated: "This is a very low price for the previous shipment. There  
3 will be no such price in the future. You need to promote as soon as possible."

4 20. On April 15, 2020, Defendants offered 70,000 KN95 face masks at  
5 \$3.00 per mask. Plaintiff asked if the masks were the same masks as discussed in  
6 the days before. In response, Defendants said "Yes", "Same" and "KN95".  
7 Defendants also sent a photograph of a Certification of Registration and a document  
8 purporting to be a FDA Medical Device Registration and photograph of the box:



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1 21. On April 15, 2020, at 2:51 p.m., Plaintiff sought 70,000 of the boxed  
2 KN95 masks in the above photograph and 70,000 of the bagged KN95 masks as  
3 messaged by Defendants as follows:



18 22. Minutes later, Defendants responded "Friday", "Yes" and "on the  
19 way".

20 23. Later that evening, Plaintiff adjusted their purchase quantity as seeking  
21 70,000 KN95 FFP2 masks in boxes of 10 masks manufactured by Yiwu Yifan  
22 Knitting Co., Ltd. and 20,000 masks in bags of 5 masks manufactured by  
23 Dongguan HauGang Communications Technology Co., Ltd. Defendants  
24 acknowledged the change in quantity.

25 24. Relying on Defendants' representations, Plaintiff purchased a total of  
26 90,000 KN95 masks from Defendants. On or about April 17, 2020 and April 20,  
27 2020, Plaintiff made three (3) wire transfers to Defendants in the amounts of  
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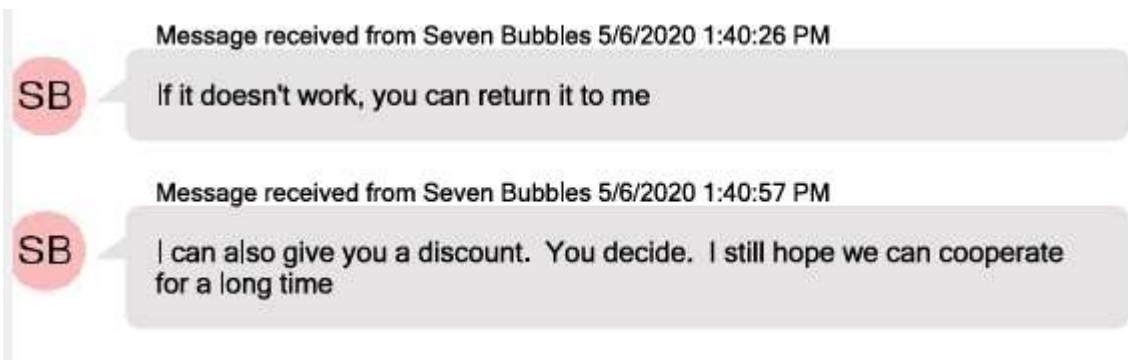
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1 \$210,000.00, \$50,000.00, and \$10,000.00, respectively. These monetary transfers  
2 were for the purchase of 90,000 KN95 face masks at \$3.00 per mask.

3 25. Sometime between April 18, 2020, and May 5, 2020, some of the  
4 KN95 face masks were shipped directly to Plaintiff's hospital customer by  
5 Defendants and the remainder were sent to Plaintiff in Washington. Plaintiff  
6 provided shipping labels and paid for the cost of shipping.

7 26. On May 6, 2020, Plaintiff notified Defendants that its hospital  
8 customer rejected 20,000 of the KN95 face masks as the masks that were delivered  
9 were different from the masks depicted on the box presented by Defendants at the  
10 time of purchase. The mask on the box depicted a metal clip sewn into the fabric of  
11 the mask and that face mask was approved by Plaintiff's hospital client. The KN95  
12 face masks that were delivered by Defendants had an exposed metal clip which was  
13 falling off the masks without any pressure by the user. Plaintiff verified the  
14 complaint and found that the nose clips were loose and easily came off. On the  
15 outside packaging showed KN95 face masks with nose clips sewn into the fabric.  
16 Plaintiff sought to return the defective and non-conforming KN95 face masks to  
17 Defendants.

18 27. Defendants responded and asked if Plaintiff could re-sell the product  
19 and wrote "If it doesn't work, you can return it to me."



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1           28. Plaintiff provided Defendants with photographs of the defective masks  
2 as follows:



22           29. Defendants stated that they would discuss the defects with the  
23 manufacturer(s).

24           30. On May 7, 2020, Plaintiff additionally notified Defendants that it  
25 needed to return approximately 40,000 of the defective, non-conforming KN95 face  
26 masks as the subject masks and manufacturers had been were removed from the  
27 FDA's Emergency Use Authorization list due to their failure to meet filtration  
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1 standards. On or about May 7, 2020, the FDA banned more than 65 manufacturers  
2 from China from exporting KN95 face masks to the United States including the  
3 manufacturer of the KN95 face masks sold by Defendants to Plaintiff.

4 31. During this period of time, the Center for Disease Control's National  
5 Personal Protective Technology Laboratory conducted testing on the KN95 face  
6 masks from the manufacturer, Dongguan HauGang Communications Technology  
7 Co., Ltd. The Dongguan HauGang masks failed badly, with a 35.40%-47.10%  
8 Filtration Efficiency Percentage. (CDC's NPPTL COVID-19 Response:  
9 International Respirator Assessment of KN95-A model masks from Dongguan  
10 HauGang Communications Technology Co., Ltd. dated June 1, 2020.) They were  
11 required to be 95% to pass and were represented by Defendants to meet this 95%  
12 filtration requirement. (*Id.*) Plaintiff further learned that the FDA certification  
13 documents provided by Defendants prior to the purchase were likely counterfeit.

14 32. Similarly, the KN95 masks allegedly from Yiwu Yifan Knitting Co.,  
15 Ltd, are believed to be counterfeit. They were represented and marked as compliant  
16 with FDA standards. Yet, the KN95 masks failed CDC testing. (CDC's NPPTL  
17 COVID-19 Response: International Respirator Assessment of KN95-A model  
18 masks from Yiwu Yifan Knitting Co., Ltd. dated June 1, 2020.) The boxes in  
19 which the masks were sold did not match the product inside and the boxes did not  
20 identify the name of the manufacturer. The Yiwu Yifan Knitting Co., Ltd. masks  
21 were sold in bags with a sticker on it. The boxes did not resemble the packaging  
22 for Yiwu Yifan Knitting Co., Ltd. Plaintiff researched the source of the alleged  
23 Yiwu Yifan Knitting Co., Ltd. masks and found that others were stating that the  
24 masks were manufactured by another entity, Pujiang Hemei.

25 33. Thereafter, Defendants claimed that its manufacturers checked the  
26 shipments and "there is a qualified report" and that "It cannot be proven whether the  
27 metal strip fell off before it was worn or was artificially removed." Defendants  
28 thereafter denied any responsibility for the delivery of defective and non-

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1 conforming KN95 face masks. Despite previously agreeing to accept the return of  
2 the products, Defendants would not accept a return of the defective and non-  
3 conforming KN95 face masks.

4 34. Based upon the misrepresentations of the KN95 face masks and  
5 product defects in the KN95 face masks, Plaintiff had no choice but to take back all  
6 the masks sold and provide refunds to its customers. Additionally, due to the  
7 defective nature of the KN95 masks, the masks could not be sold. Instead, the FDA  
8 advised Plaintiff that it could be prosecuted if it sold the defective KN95 face  
9 masks.

10 35. Plaintiff reached out to the manufacturer and confirmed with the  
11 manufacturer representative at Dongguan HauGang Communications Technology  
12 that the KN95 masks that Defendants sold to Plaintiff were not produced by them  
13 and were likely counterfeit KN95 masks.

14 36. By May 12, 2020, Defendants were willing to re-sell the defective and  
15 non-conforming KN95 masks but only if Plaintiff gave them a discount. A week  
16 later, they claimed that the manufacturer would not accept any returns. According  
17 to Defendants, the manufacturer claimed that there were no problems with the  
18 quality of their products and that the "FDA's judgment is wrong."

19 37. Upon information and belief and based upon shipping labels, Plaintiff  
20 contends that Defendants had the alleged defective and likely counterfeit KN95  
21 face masks delivered from China to Canada and then shipped to the Defendants'  
22 location in Walnut, California, to avoid and bypass United States Custom's  
23 inspection of Chinese imported face masks.

24 38. Since June 2020, Plaintiff has made repeated requests that Defendants  
25 take responsibility for the non-conforming and defectives KN95 masks that it sold.  
26 Defendants have not responded to Plaintiff's requests.

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**FIRST CAUSE OF ACTION**

**(Breach of Contract Against All Defendants)**

39. Plaintiff realleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 38 of this Complaint.

40. Plaintiff and Defendants entered into contracts for the purchase of KN95 masks for use in the medical and health care industry.

41. Plaintiff placed its order for 90,000 KN95 masks and paid the premium sum of \$3.00 per mask for a total of \$90,000 plus shipping costs.

42. Defendants delivered misrepresented, defective, non-conforming, likely counterfeit, and dangerous KN95 masks to Plaintiff.

43. Plaintiff was harmed in that it did not receive what it purchased from the Defendants and Defendants refused to accept the return of the misrepresented, defective, non-conforming, likely counterfeit and dangerous KN95 masks and refund Plaintiff its purchase price.

44. Defendants' breach of contract was a substantial factor in causing Plaintiff's harm.

**SECOND CAUSE OF ACTION**

**(Breach of Express Warranty Against All Defendants)**

45. Plaintiff realleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 44 of this Complaint.

46. Defendants represented and warranted that the KN95 masks that they sold were compliant with CDC and FDA standards, were manufactured by reputable companies, were not counterfeit, and were made for use in the United States medical and health care industry.

47. Defendants' representations and warranties were false.

48. Plaintiff relied upon Defendants' representations and warranties in its decision to purchase from Defendants. Plaintiff had no reason to believe that Defendants would sell misrepresented, defective, non-conforming, likely counterfeit

1 and dangerous KN95 masks for use in the medical and health care industry.

2 49. Plaintiff was harmed in that it did not receive what it purchased from  
3 the Defendants and Defendants refused to accept a return of the misrepresented,  
4 defective, non-conforming, counterfeit and dangerous KN95 masks and refund  
5 Plaintiff its purchase price.

6 **THIRD CAUSE OF ACTION**

7 **(Fraud Against All Defendants)**

8 50. Plaintiff realleges and incorporates herein by reference each and every  
9 allegation contained in paragraphs 1 through 49 this Complaint.

10 51. Defendants represented to Plaintiff that they were selling KN95 face  
11 masks that were FDA approved and met certain filtration standards for use in the  
12 medical and healthcare industry. Additionally, Defendants showed Plaintiff one  
13 type of KN95 face mask with a sewn in metal clip but delivered a different KN95  
14 face mask. Defendants acknowledged the delivery of mismatched KN95 face  
15 masks in their communications. Defendants also represented that they were selling  
16 KN95 masks from specific manufacturers.

17 52. Defendants' representations were false.

18 53. Defendants either knew the representations were false when they were  
19 made or made the representations recklessly and without regard for its truth.

20 54. Defendants intended that Plaintiff rely on the representation and  
21 Plaintiff reasonably relied on Defendants' representations. Defendants were  
22 "trusted vendors".

23 55. In purchasing the misrepresented, defective, non-conforming, likely  
24 counterfeit and dangerous KN95 masks, Plaintiff was harmed.

25 56. Plaintiff's reliance on Defendants' representations were a substantial  
26 factor in causing its harm.

27 57. In doing the acts herein alleged, Defendants acted with oppression,  
28 fraud, and malice in a willful and intentional manner, with the intention of thereby

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1 depriving Plaintiff of KN95 face masks sought to be purchased for use in the  
2 medical and health care industry or otherwise causing injury and loss to Plaintiff,  
3 all of which was despicable conduct that subjected Plaintiff to a cruel and unjust  
4 hardship in conscious disregard of Plaintiff's rights, and Plaintiff is therefore  
5 entitled to punitive and exemplary damages in an amount to be proven at the time  
6 of trial.

7 **FOURTH CAUSE OF ACTION**

8 **(Rescission based on Fraud Against All Defendants)**

9 58. Plaintiff realleges and incorporates herein by reference each and every  
10 allegation contained in paragraphs 1 through 57 of this Complaint.

11 59. Defendants sold Plaintiff 90,000 misrepresented, defective, non-  
12 conforming, likely counterfeit and dangerous KN95 face masks.

13 60. On or about May 6, Plaintiff sought to return the misrepresented,  
14 defective, non-conforming, counterfeit and dangerous KN95 face masks to  
15 Defendants requesting restitution of the purchase price of the face masks.  
16 Defendants ultimately refused to receive the return of the KN95 face masks and  
17 make restitution.

18 61. On or about August 24, 2020 and September 18, 2020, Plaintiff, again,  
19 offered to return the misrepresented, defective, non-conforming, likely counterfeit  
20 and dangerous KN95 face masks to Defendants. Defendants did not respond.

21 62. Due to its inability to re-sell the misrepresented, defective, non-  
22 conforming, likely counterfeit and dangerous KN95 face masks and under threat of  
23 legal prosecution if it did, Plaintiff sustained damages as alleged herein, in amounts  
24 to be proven at the time of trial. Plaintiff is entitled, in connection with its claims  
25 for rescission, to have judgment against Defendants for all general, special, and  
26 consequential damages suffered by them, and for restitution of all benefits received  
27 by Defendants.

28 ///

1 63. In doing the acts herein alleged, Defendants acted with oppression,  
2 fraud, and malice in a willful and intentional manner, with the intention of thereby  
3 depriving Plaintiff of KN95 face masks sought to be purchased or otherwise  
4 causing injury and loss to Plaintiff, all of which was despicable conduct that  
5 subjected Plaintiff to a cruel and unjust hardship in conscious disregard of  
6 Plaintiff's rights, and Plaintiff is therefore entitled to punitive and exemplary  
7 damages in an amount to be proven at the time of trial.

8 **FIFTH CAUSE OF ACTION**

9 **(Rescission Based on Mutual Mistake Against All Defendants)**

10 64. Plaintiff realleges and incorporates herein by reference each and every  
11 allegation contained in paragraphs 1 through 63 of this Complaint.

12 65. In April 2020, Defendants sold Plaintiff 90,000 KN95 face masks  
13 which were represented to be a certain type, met certain filtration standards and  
14 were for use in the medical and health care industries. Plaintiff's reliance on the  
15 representations was either the result of misrepresentations by Defendants or was the  
16 result of a mutual mistake by both parties, constituting a fundamental and material  
17 failure of consideration for the transactions.

18 66. On or about May 6, 2020, Plaintiff sought to return the misrepresented,  
19 defective, non-conforming, likely counterfeit and dangerous KN95 face masks to  
20 Defendants requesting restitution of the purchase price of the products. Defendants  
21 ultimately refused to receive the return of the KN95 masks and make restitution.

22 67. Due to its inability to re-sell the misrepresented, defective, counterfeit  
23 and dangerous KN95 face masks and under threat of legal prosecution if it did,  
24 Plaintiff sustained damages as alleged herein, in amounts to be proven at the time of  
25 trial. Plaintiff is entitled, in connection with its claims for mutual mistake, to have  
26 judgment against Defendants for all general, special, and consequential damages  
27 suffered by them, and for restitution of all benefits received by Defendants.

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**SIXTH CAUSE OF ACTION**

**(Negligent Misrepresentation Against All Defendants)**

68. Plaintiff realleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 67 of this Complaint.

69. Plaintiff claims that it was harmed because Defendants negligently misrepresented all aspects of the KN95 face masks that they sold to Plaintiff including, but not limited to, the manufacturer, certifications, efficacy, type of mask, and filtration quality.

70. Defendants' representations as to the KN95 face masks were not true.

71. Although Defendants may have honestly believed that the representations were true, they had no reasonable grounds for believing that they were when the representations were made.

72. Defendants intended that Plaintiff would rely on the representations made by them and Plaintiff did reasonably rely on Defendants' representations by purchasing the subject KN95 face masks from Defendants.

73. Plaintiff was harmed in that it did not receive what it purchased from the Defendants and Defendants refused to accept a return of the misrepresented, defective, non-conforming, likely counterfeit and dangerous KN95 masks and refund Plaintiff its purchase price.

74. Plaintiff's reliance on Defendants' representations were a substantial factor in causing its harm.

**SEVENTH CAUSE OF ACTION**

**(Unfair Business Practices Against All Defendants)**

75. Plaintiff realleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 74 of this Complaint.

76. California Business and Professions Code section 17200 states, in pertinent part:

////



1 ...unfair competition shall mean and include any unlawful,  
2 unfair or fraudulent business act or practice and unfair, deceptive,  
3 untrue or misleading advertising and any act prohibited by Chapter 1  
4 (commencing with Section 17500) of Part 3 of Division 7 of the  
5 Business and Professions Code.

6  
7 77. At all times mentioned herein, Defendants engaged in "unfair"  
8 business practices because their conduct was immoral, unethical, oppressive,  
9 unscrupulous and substantially damaging to Plaintiff.

10 78. At all times mentioned herein, Defendants engaged in "fraudulent"  
11 business practices because members of the public are likely to be deceived as a  
12 result of the conduct alleged herein.

13 79. As a direct and proximate result of Defendants' wrongful acts, Plaintiff  
14 was harmed in an amount to be determined at trial but no less than \$210,000.00.  
15 Plaintiff seeks restitution from Defendants.

16 **EIGHTH CAUSE OF ACTION**

17 **(Strict Product Liability against All Defendants)**

18 80. Plaintiff realleges and incorporates herein by reference each and every  
19 allegation contained in paragraphs 1 through 78 of this Complaint.

20 81. Defendants offered for sale KN95 face masks from various  
21 manufacturers, including, but not limited to, Yiwu Yifan Knitting Co., Ltd. and  
22 Dongguan HauGang Communications Technology Co., Ltd.

23 82. After Plaintiff purchased KN95 masks, it learned that the masks were  
24 not as represented by Defendants and they were defective as the metal nose clip  
25 came off. It was in this condition when it left Defendants' possession as Defendants  
26 shipped the defective KN95 masks to Plaintiff's customer.

27 83. Plaintiff was harmed and the defects were a substantial factor in  
28 causing Plaintiff's harm.

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1 84. Due to the defects, Plaintiff was harmed in an amount to be determined  
2 at trial but no less than \$210,000.00.

3 85. Plaintiff has incurred, and will continue to incur, attorneys' fees and  
4 costs by reason of Defendants' breach, all to its damage in an amount according to  
5 proof.

6 86. In doing the acts herein alleged, Defendants acted with oppression,  
7 fraud, and malice in a willful and intentional manner, with the intention of thereby  
8 depriving Plaintiff of KN95 face masks sought to be purchased or otherwise  
9 causing injury and loss to Plaintiff, all of which was despicable conduct that  
10 subjected Plaintiff to a cruel and unjust hardship in conscious disregard of  
11 Plaintiff's rights, and Plaintiff is therefore entitled to punitive and exemplary  
12 damages in an amount to be proven at the time of trial.

13 **NINTH CAUSE OF ACTION**

14 (Negligence against All Defendants)

15 87. Plaintiff realleges and incorporates herein by reference each and every  
16 allegation contained in paragraphs 1 through 86 of this Complaint.

17 88. Defendants sold defective KN95 face masks from various  
18 manufacturers, including, but not limited to, Yiwu Yifan Knitting Co., Ltd. and  
19 Dongguan HauGang Communications Technology Co., Ltd.

20 89. Defendants were negligent in their marketing, sales and inspection of  
21 the KN95 face masks.

22 90. Plaintiff was harmed and Defendants' negligence was a substantial  
23 factor in causing Plaintiff's harm.

24 91. Due to Defendants' negligence, Plaintiff was harmed in amount to be  
25 determined at trial but no less than \$210,000.00.

26 92. Plaintiff has incurred, and will continue to incur, attorneys' fees and  
27 costs by reason of Defendants' breach, all to its damage in an amount according to  
28 proof.

1 WHEREFORE, Plaintiff PACIFIC MEDICAL PRODUCTS, LLC, prays  
2 judgment against Defendants CALIFORNIA COCO TREE, INC., a California  
3 corporation; SEVEN BUBBLES, INC., a California corporation, WEI "WAYNE"  
4 ZHOU, an individual, and DOES 1 through 50, inclusive, as follows:

- 5 1. For judgment against Defendants for breach of contract, breach of
- 6 express warranty, fraud, concealment, and/or negligent misrepresentation;
- 7 2. For an award of damages against Defendants;
- 8 3. For a rescission of the contract between Plaintiff and Defendants and
- 9 an order of restitution in favor of Plaintiff and against Defendants in an amount to
- 10 be proven at the time of trial;
- 11 4. For general, special, and consequential damages against Defendants in
- 12 an amount to be proven at the time of trial;
- 13 5. For prejudgment interest at the maximum legal rate from the date of
- 14 rescission, against Defendants;
- 15 6. For a judicial determination of the rights of Plaintiff and Defendants as
- 16 alleged above;
- 17 7. For interest on all sums at the maximum rate allowed by law through
- 18 the date of judgment against Defendants;
- 19 8. For punitive and exemplary damages in a sum according to proof at
- 20 the time of trial against Defendants;
- 21 9. For costs of suit herein;
- 22 10. For attorneys' fees as allowed under the law; and
- 23 11. For such and further relief as the Court may deem just and proper.

24 Dated: October 9, 2020

TRAINOR FAIRBROOK

25  
26 By: /s/ Jennifer L. Pruski  
 27 JENNIFER L. PRUSKI  
 28 Attorneys for Plaintiff  
 PACIFIC MEDICAL PRODUCTS,  
 LLC, a Washington limited liability  
 company

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