

FILED
AUG 25 2023
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF OHIO
YOUNGSTOWN

Federal Court of the Northern District of Ohio
Youngstown Division

4 : 23 CV 01 661
JUDGE PEARSON

David C. Lettieri
Plaintiff

-against-

Index No. _____

MAG JUDGE KNAPP

Four In One
Defendant

Complaint

The plaintiff acting pro se, as for a verified complaint herein respectfully alleges as follows:

1. That all times relevant the plaintiff is force at 2240 Hubbard Road, Youngstown Oh 44505.

2. Upon Information and Belief at all times relevant the defendant Four In One place of business is located in San Jose, CA 95133 and Chelmsford, MA 01824.

3. This complaint is in regards to a product that Four In One makes. It is called Salad Fresh Four In One Mustard.

4. There are no Nutrution Facts on the package.

5. The ingredients are as followed: Distilled Vineager and water, mustard seed, salt, turmeric paprika, spices and flavoring.

6. The plaintiff under belief that mustard seed has a type of carbohydrate that has calories in it.

7. The plaintiff knows salt is sodium in which has nutrition facts for a proper diet.

8. The plaintiff doesn't know what turmeric is.

9. The plaintiff doesn't know what spices are in the package.

10. The plaintiff doesn't know what flavoring is in the package.

11. The plaintiff has been incaracted at Niagara County Jail in Lockport New york and Northeast Ohio Correction Center to be unable to Reseach such matters.

As for a First Cause of Action
Administrive Neglience

12. Because of No Nutrition Facts being placed on the package a form of neglected was toward the customers.

As for a Second Cause of Action
New York State General Business law 349

13. New York State General Business Law 349(a) states:

Deceptive acts or practices in the conduct of any business, trade, or commerce or in the furnishing of any service in this state are hereby declard unlawful.

14. Because of no Nutrition Facts on the package it is a form of deceptive acts that would be considered unlawful.

As for a Third cause of Action
Invisible Harm Caused by Seperate Tortfeasors

15. The actions taken by Four In One are seperate and independant in which are not by the tortfeasors that have cause such injury.

As for a Fourth cause of Action
Breach of Duty Care

16. Four In One had a duty of care not to withhold information from a customer that is vital to one's health and needs. As such had breach a duty of care.

As for a fifth cause of action
Breach of ImPLY Contract

17. Since this product had gone thru Niagara County Jail and Northeast Ohio Correctional Center there is a type of contract that can be implied. As such Four In One had breach an Implied Contract by withholding information.

As for a Sixth Cause of Action
New York State General Business Law 350
False Adverting

18. False Adverting in the conduct of any business, trade, or commerce or in the furnishing of any service in hereby declared unlawful.

19. Because of no Nutrition facts it is a form of false adverting in which would be declared unlawful.

As for a Seventh Cause of Action
Alternative Liabilit

20. All the tortfeasors are before the court in which the defendant Four In One had caused an injury to the plaintiff for such action.

As for an Eighth Cause of Action
Ohio Law 1345.02
Unfair or deceptive consumer sales practice

21. A. No supplier shall commit an unfair or deceptive acts or practice in connection with a consumer transaction. Such an unfair or deceptive act or practice by supplier violates this section whether it occurs before, during or after the transaction.

22. B. Without limiting the scope of division (A) of this saection, the act or practice of a supplier in representing any of the following is deceptive.

23. 1. That are subject of a consumer transaction has sponsorship, approval, performance characteristics, accessories, uses, or benfits that it does not have.

24. 2. That the subject of a consumer transaction is of a particular standard, quality, grade, style, prescription or, model if it is not.

25. 3. That the subject of a consumer transaction is new, or unused, if it is not.

26. 4. That the subject of a consumer transaction is available to the consumer for a reason that does not exist.

27. 5. That the subject of a consumer transaction has been supplied in accordance with a previous representation, if it has not, expect that the act of a supplier in furnishing similar merchandise of equal or greater value as a good faith substitute does not violate this section.

28. 6. That the subject of a consumer transaction will be supplied intends.

29. 7. That replacement or repair is needed, if it is not.

30. 8. That a specific price advantage exists, if it is not.

31. 9. That the supplier has a sponsorship, approval, or affiliation that the supplier does not have.

32. 10. That a consumer transaction involves or does not involve a warranty, a disclaimer if warranties or other rights, remedies, or obligations if the representation is false.

33. With the Matter to Four In One the actions to what is at hand would violate paragraph one, two, and ten because of the Nutrition Facts.

As for a Ninth Cause of Action

Ohio Law 1345.03

Unconscionable acts in practice generally

34. A. No supplier shall commit an unconscionable act or practice in connection with consumer transaction. Such an unconscionable act or practice by a supplier violates this section whether it occurs before, during or after the transaction.

35. B. In determining whether an act or practice is an unconscionable, the following circumstances shall be taken into consideration.

36. 1. Whether the supplier has knowingly taken advantage of the inability of the consumer reasonable to protect the consumer's interest because of the consumer's physical or mental infirmities,

Ignorance, illiteracy, or inability to understand the language of an agreement.

37. 2. Whether the supplier knew at the time the consumer transaction was entered into that the price was substantially in excess of the price at which similar consumer transactions by like consumers.

38. 3. Whether the supplier knew at the time the consumer transaction was entered into the inability of the consumer to receive a substantial benefit from the subject of the consumer transaction.

39. 4. Whether the supplier knew at the time the consumer transaction was entered into that there was a reasonable probability of payment of the obligation in full by the consumer.

40. 5. Whether the supplier required the consumer transaction terms the supplier knew were substantially one-sided in favor of the supplier.

41. 6. Whether the supplier knowingly made a misleading statement of opinion on which the consumer was likely to rely to the consumer's detriment.

42. 7. Whether the supplier has, without justification, refused to make a refund in cash or by check for a refunded item that was purchased with cash or by check, unless the supplier had conspicuously posted in the establishment at the time of the sale stating the supplier's refund policy.

43. Because of being stuck in the Northeast Ohio Correctional Center it had made the plaintiff be unable to have substantial benefit from research in which the supplier Four In One knew because of supplying to a Correctional facility.

Wherefore the plaintiff demands judgment as follow:

1. On the first cause of action, damages in the sum of \$50,000 for Administrative Negligence.

2. On the Second Cause of action, damages in the sum of \$50,000 for violation of New York State General Business Law 349.

3. On the Third cause of action, damages in the sum of \$50,000 for Invisible Harm Caused by Separate Tortfeasors.

4. On the Fourth Cause of Action, damages in the sum \$50,000 for Breach of Duty Care.

5. On the Fifth cause of action, daamges in the sum of \$50,00 for Breach of ImPLY Contract.

6. On the Sixth cause of action, in the sum of \$50,000 for violation of New York State General Business law #50.

7. On the seventh Cause of Action, damages in the sum of \$50,000 for alternative liability.

8. On the Eighth Cause of Action, damages in the sum of \$50,000 for violation of Ohio Law 1345.02.

9. On the Ninth Cause of Action, damages in the sum of \$50,000 for violation of Ohio Law 1345.03.

10. For all other such, cause, equiable that the courts may see fit and proper.

David C. Lettieri

Pro Se

2240 Hubbard Road

Younstown, OH 44505

