

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

<p>MOLLY MARTIN, LAUREN BARRY, on behalf of themselves and others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p>v.</p> <p>CARGILL, INCORPORATED,</p> <p style="text-align: center;">Defendant.</p>	<p>Court File No.: _____</p> <p style="text-align: center;">CLASS ACTION COMPLAINT AND JURY DEMAND</p> <p style="text-align: center;">(Equitable Relief Sought)</p>
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Plaintiffs Molly Martin and Lauren Barry (“Plaintiffs”), individually and on behalf of all others similarly situated, bring this class action against Cargill, Inc. (“Cargill” or “Defendant”). The following allegations are based on personal knowledge as to Plaintiffs’ own conduct and are made on information and belief as to the acts of others:

**SUMMARY OF THE ACTION**

1. Defendant manufactures, markets and sells Truvia® Natural Sweetener (“Truvia® Natural Sweetener”), a sweetener claimed to be “born from the sweet leaf of the stevia plant,” natural and containing zero calories. Cargill launched Truvia® Natural Sweetener in 2008, and claims that it has “fundamentally changed the sweetener category.”<sup>1</sup> As of May, 2011, Truvia® Natural Sweetener had become the #2 sugar substitute in the United States<sup>2</sup>.

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<sup>1</sup> Cargill New Release, November 10, 2011, “*The Natural Calorie-Free Sweetener in the US, Truvia® Partners with Leading Sugar Companies in Europe on Even of European Approval*,” located at <http://www.cargill.com/news/releases/2011/NA3051754.jsp> (last visited Dec. 19, 2012).

<sup>2</sup> See Karlene Lukovitz, *Cargill’s Truvia Now #2 Sugar Substitute*, Marketing Daily, May 3, 2011, <http://www.mediapost.com/publications/article/149786/#axzz2FZHB2j6A>

2. Cargill created Truvia® Natural Sweetener to capitalize on consumers' demand for a natural alternative to processed sweeteners and sugar. Its marketing campaign has the obvious intent of branding the product as "natural."

3. Cargill manufactures, markets and sells three varieties of Truvia® Natural Sweetener: Truvia® Natural Sweetener in packet form ("Truvia® packets"), Truvia® Natural Sweetener in spoonable form ("Truvia® spoonable") and Truvia® Natural Sweetener Baking Blend, a combination of Truvia® Natural Sweetener and sugar ("Truvia® Baking Blend") (together, the "Products" or "Truvia® Natural Sweetener").

4. Truvia® packets and Truvia® spoonable contain erythritol, stevia leaf extract (also referenced by trade name "Rebiana") and natural flavors. The Truvia® Natural Sweetener Baking Blend contains erythritol, stevia leaf extract and sugar.

5. The product labels for the Truvia® Natural Sweetener Products emphasize that the sweetener is natural and derived from the stevia plant.

6. Defendant conveyed its misrepresentations about Truvia® Natural Sweetener on the Products' packaging. For example, Defendant prominently places the statement "Nature's Calorie-Free Sweetener" on the front packaging for the Products. *See, e.g.,* Ex. A, B, C, D. The box labels for Truvia® packets represent that the stevia extract is created by steeping the dried stevia leaves in water, "similar to making tea." The labels further state that erythritol is "a natural sweetener, produced by a natural process, and is also found in fruit, like grapes and pears." *See* Ex. A, B.

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(noting that Truvia became the second-best selling sugar substitute, after Splenda, according to Nielsen data).

7. However, the labeling of Truvia® Natural Sweetener as “natural” in conjunction with the ingredient descriptions on the labels is misleading.

8. The synthetic ingredient erythritol constitutes the bulk of the Products. Erythritol is not derived from fruit at all but is manufactured by converting genetically modified corn into a food grade starch, which, through a process called enzymolysis, is broken down into glucose. The glucose is given to a yeast organism, which through fermentation produces erythritol. Truvia® Natural Sweetener contains only a miniscule amount of a substance that is extracted from the stevia leaf. That substance is rebaudioside A (“Reb-A;” trade name Rebiana). Reb-A is a single steviol glycoside from the stevia plant that is the end result of a multi-step process that requires the use of such toxic chemicals as methanol, and/or ethanol.

9. To suggest that Truvia® Natural Sweetener is natural by describing the stevia leaf processing as analogous to making tea or purporting that the erythritol in the Products is “found in fruit, like grapes and pears,” is deceptive and misleading to consumers.

10. Cargill’s branding of Truvia® Natural Sweetener is therefore deceptive, misleading and false because at the point of sale, Cargill does not provide adequate information for a reasonable consumer to determine whether it is natural.

11. The labeling of Truvia® Natural Sweetener creates consumer deception and confusion. A reasonable consumer purchases Truvia® Natural Sweetener believing it is natural based on the Products’ labeling. However, a reasonable consumer would not deem Truvia® Natural Sweetener “natural” if he/she knew that the ingredients contained

in the Products are highly processed, synthetic, derived from genetically modified corn and, therefore, not natural.

12. Defendant's misrepresentations about the Products were uniform and were communicated to Plaintiffs and every other member of the Class on the Products' packaging at every point of purchase and consumption.

13. This is a class action complaint brought on behalf of a class of individuals (the "Class" as further defined herein) who purchased Defendant's Truvia® Natural Sweetener because they believed it was a natural sweetener. The purpose of this action is to enjoin Defendant from preying on consumers' misconceptions regarding Truvia® Natural Sweetener as a natural sweetener and recover the ill-gotten gains Defendant received as a result of its fraudulent conduct. Plaintiffs seek relief for Defendant's breach of express warranty, and violations of the Minnesota and California consumer protection statutes.

#### **PARTIES, JURISDICTION AND VENUE**

14. This Court has subject matter jurisdiction under the Class Action Fairness Act, 28 U.S.C. section 1332(d) in that: (1) this is a class action involving more than 100 class members; (2) Plaintiffs are citizens of the States of California and Minnesota and Defendant is a citizen of the States of Minnesota and Delaware; and (3) the amount in controversy exceeds the sum of \$5,000,000, exclusive of interest and costs.

15. Pursuant to 28 U.S.C. section 1391(d), venue is proper in this District because Plaintiff Martin resides in Minneapolis, Minnesota and the transactions giving rise to the claims occurred in this jurisdiction.

16. Plaintiff Molly Martin is a citizen of Minnesota, residing in Minneapolis, Minnesota. Plaintiff purchased boxes of Truvia® Natural Sweetener packets in local stores several times from 2011 to 2012. Specifically, Plaintiff Martin purchased Truvia® Natural Sweetener because she believed it was a natural sweetener. Plaintiff Martin would not have spent money and purchased Truvia® Natural Sweetener had she known that it was not natural. If the Truvia® Natural Sweetener was natural as represented on the label, Plaintiff Martin would have continued to purchase the product.

17. Plaintiff Lauren Barry resides in San Diego County, California. Within the past year, Plaintiff purchased the Products from various retail locations in San Diego County, California. Plaintiff Barry purchased the Products in reliance on the representations on the Product packaging that the Products are “natural.” Plaintiff Barry would not have purchased the Products if she had known that the Products are not natural.

18. Defendant Cargill, Incorporated (“Cargill”) is a corporation organized under the laws of the State of Delaware, with its principal place of business at 15407 McGinty Road, Wayzata, Minnesota 55391. Cargill is thus a citizen of the State of Minnesota. Truvia® Natural Sweetener is a brand of Cargill. In 2012, Cargill had revenues of \$133 billion. According to The New York Times, in 2011 “ad spending for Truvia® totaled \$27.5 million . . . .”<sup>3</sup>

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<sup>3</sup> Stuart Elliott, *In Sweetener Campaign, Nature Is the Star*, N.Y. Times, Oct. 9, 2012, available at [http://www.nytimes.com/2012/10/10/business/media/in-sweetener-ads-cargill-focuses-on-truvias-roots.html?\\_r=0](http://www.nytimes.com/2012/10/10/business/media/in-sweetener-ads-cargill-focuses-on-truvias-roots.html?_r=0) (last visited Dec. 17, 2012).

## SUBSTANTIVE ALLEGATIONS

### **A. Defendant deliberately labeled Truvia® Natural Sweetener to create consumer belief that the Products are “Natural.”**

19. Cargill is an international producer and marketer of food, agricultural, financial and industrial products and services. In terms of revenue, it is one of the largest privately held corporations in the United States.

20. Cargill developed Truvia® Natural Sweetener because it recognized that “consumers are reaching for naturally sweetened, lower-calorie foods.”<sup>4</sup>

21. To capitalize on this rising demand, Defendant’s labeling of the product is shrewdly crafted to brand Truvia® Natural Sweetener as a natural sweetener, thereby distinguishing it from other competing sweeteners. Indeed, since the inception of the Products, Cargill’s marketing strategy has been to “win over consumers . . . looking for a substitute for sugar, HFCS and artificial sweeteners.”<sup>5</sup>

22. Truvia® Natural Sweetener is typically packaged and sold in boxes (140g or 280g) of multiple .123 ounce (3.5 gram) packets and in 9.8 ounce multi-serving containers. Defendant also sells Truvia® Natural Sweetener Baking Blend, a combination of Truvia® Natural Sweetener and sugar in a 1.5 pound bag.

23. The Truvia® Natural Sweetener packaging includes a graphic identity that, according to the designer, “emphasizes the product as natural, pure and authentic,

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<sup>4</sup> Cargill Website, Truvia® stevia leaf extract, <http://www.cargillfoods.com/na/en/products/sweeteners/specialty-sweeteners/truvia/index.jsp> (last visited Dec. 20, 2012).

<sup>5</sup> Lukovitz, *Cargill’s Truvia Now #2 Sugar Substitute*.

employing a color palette of green and white, elements of transparency and rounded, organic shapes. Lightness and transparency are a major part of the brand, and the letterforms of the logotype overlap in different shades of green that give the appearance of something natural and organic. The identity is markedly different from the synthetic appearance of brand competitors like Equal, NutraSweet and Sweet ‘N Low.’<sup>6</sup>

24. Typically, one or more panels of Truvia® Natural Sweetener packaging consists of the product name “Truvia® Natural Sweetener,” with the dot on the “I” in the shape of a leaf, and the tag line “Nature’s Calorie-Free Sweetener.” *See, e.g.*, Ex. A, B, C, D. This logo often includes an image of a strawberry partially dipped in something that looks like sugar.

25. As seen in the image below, the packaging for Truvia® packets also typically includes a panel with a three-part text about the product and images obviously designed to reinforce the claim that the product is natural:

- a. The first statement is that “Truvia® sweetener comes from nature,” followed by the explanation that “Stevia leaf extract is born from the sweet leaf of the stevia plant, native to South America. Dried stevia leaves are steeped in water, similar to making tea. This unlocks the best tasting part of the leaf which is then purified to provide a calorie-free sweet taste.”

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<sup>6</sup> Pentagram Website, New Work: Truvia, <http://new.pentagram.com/2008/12/new-work-truvia/> (last visited Feb. 1, 2013).

- b. The second statement is that “Erythritol is a natural sweetener, produced by a natural process, and is also found in fruits like grapes and pears.”
- c. The third statement is that “Natural flavors complement the clean sweet taste of Truvia® natural sweetener.”
- d. The panel with these three statements also includes images of fruit dipped in a sugar-like substance.

See Ex. A, B.



26. As seen in the image below, another panel on Truvia® packets’ packaging states “Honestly Sweet,” and “One packet of Truvia® natural sweetener provides the same sweetness as two teaspoons of sugar.” See Ex. A, B.





27. The back panel of the 280g box of sweetener packets states, “your whole family will enjoy the clean sweet taste of Truvia® natural sweetener.” *See Ex. B.*

28. The packaging for the Truvia® Baking Blend states on the front label that it contains “Natural Ingredients.” On the back, it states, “Truvia® Natural Sweetener with Sugar.” Similar to the packaging on Truvia® packets, the Truvia® Baking Blend back label states, “Our natural sweetness is born from the sweet leaf of the stevia plant and combined with erythritol, a natural sweetener, produced by a natural process that is also found in fruits like grapes and pears.”

29. The ingredient labels of Truvia® packet and spoonable products state that they contain, in order of predominance, erythritol, stevia leaf extract [or Rebiana] and natural flavors. *See* Ex. A, B, C.

30. The ingredient label of Truvia® Baking Blend states that it contains, in order of predominance, erythritol, sugar, and stevia leaf extract. *See* Ex. D.

31. The labeling of Truvia® Natural Sweetener was therefore designed to create consumer belief that the Products are “natural.”

**B. Defendant’s intent to falsely persuade consumers that Truvia® Natural Sweetener is natural is confirmed in its marketing, including its website.**

32. Defendant’s marketing campaign and website highlight the alleged “natural” quality of Truvia® Natural Sweetener. They focus heavily on the use of the stevia leaf to provide sweetness to the product.

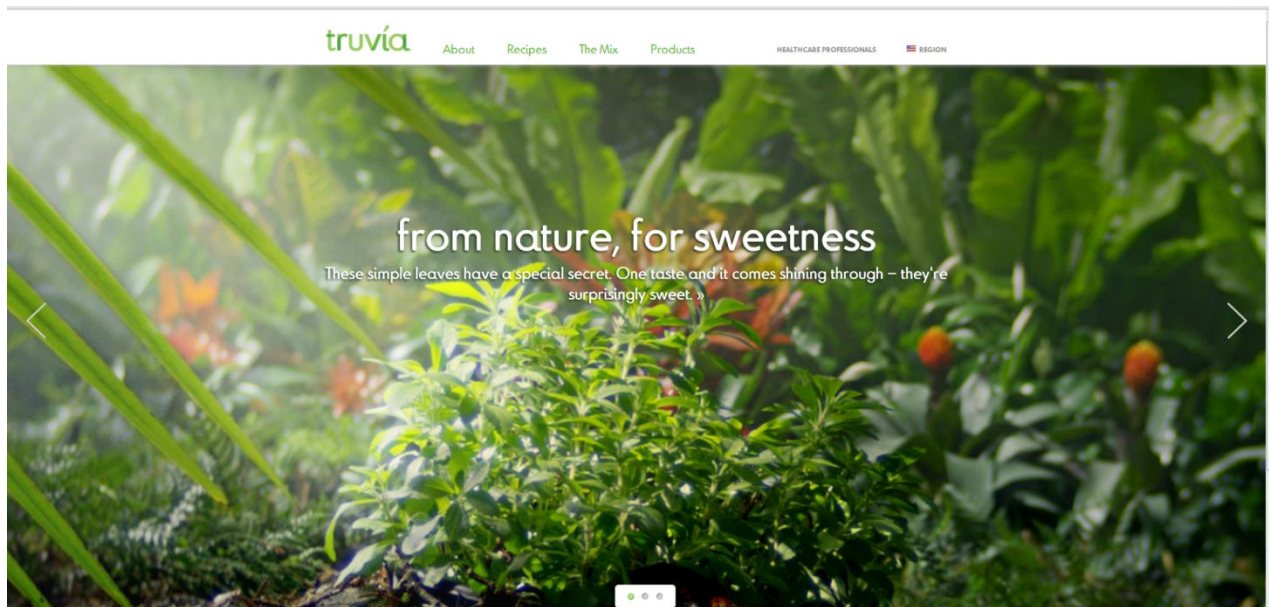
33. Defendant’s website, which has the title tag, “Truvia® Natural Sweetener – Natural Sweetness From the Stevia Leaf,” makes the following representations:

- a. “Truvia® sweetener is natural, great-tasting sweetness born from the leaves of the stevia plant.”
- b. “Natural? Yes. Truvia® natural sweetener is made from three natural ingredients: stevia leaf extract that comes from best-tasting components of the stevia plant; erythritol, a sugar alcohol found naturally in various fruits; and natural flavors.”<sup>7</sup>

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<sup>7</sup> Truvia Website, About Truvia, <http://www.truvia.com/about> (last visited Dec. 20, 2012).

34. The website prominently features images of stevia plants in nature:

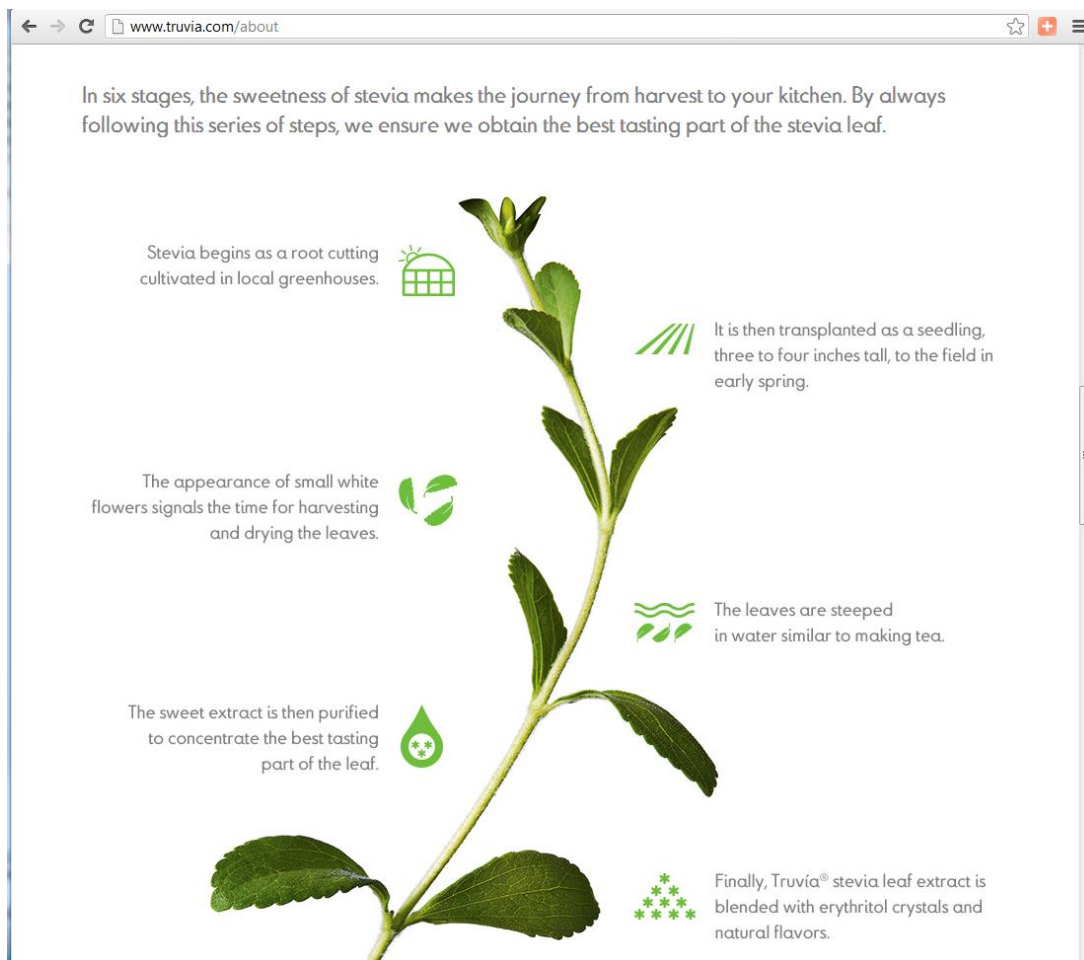


35. Defendant encourages consumers, “[w]hen picking your sweetener, consider the stevia plant. After all, it was picked from the earth making Truvia® sweetener sweet from the start.”<sup>8</sup>

36. In the depiction below, Defendant represents that Truvia® Natural Sweetener is created in only six stages. Notably, Defendant does not explain anything about the process used in stage five to allegedly “purify” the sweet extract, nor the process used to create the synthetic erythritol with which the Rebiana is blended.

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<sup>8</sup> Truvia Website, About, <http://www.truvia.com/about> (last visited Dec. 20, 2012).



37. In describing the ingredients in Truvia® Natural Sweetener on its website, Defendant states:

- a. “Erythritol: Erythritol is a sugar alcohol found naturally in various fruits such as grapes and melons.”<sup>9</sup>
- b. “Stevia Leaf Extract: The extract comes from the leaves of the stevia plant, which was discovered hundreds of years ago in Paraguay and has been used worldwide for decades.

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<sup>9</sup> *Id.*

Truvia® stevia leaf extract is a high purity and consistent sweetener containing the best tasting parts of the stevia leaf.”<sup>10</sup>

- c. “Natural Flavors: Natural flavors are used to bring out the best of Truvia® natural sweetener, like pepper or salt or any other spice that would be used to enhance the taste of food.”<sup>11</sup>

38. In November 2012, and consistent with the messaging in its website, Truvia® Natural Sweetener launched a multi-million dollar integrated marketing campaign whose intent was “to reach a broader audience of women and men, who care about where their food comes from.” The campaign will “showcase the stevia plant as one of ‘nature’s celebrities.’”<sup>12</sup> The goal of the campaign is to differentiate Truvia® Natural Sweetener from competing sweeteners by strengthening the connection that Truvia® Natural Sweetener is a “natural sweetener.”<sup>13</sup>

39. Defendant’s marketing campaigns and website, therefore, confirm the intent of its labeling to create consumer belief that Truvia® Natural Sweetener is “natural.”

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<sup>10</sup> *Id.*

<sup>11</sup> *Id.*

<sup>12</sup> MultiVu Website, <http://www.multivu.com/mnr/58203-truvia-from-nature-for-sweetness-campaign-spotlights-stevia-sweetener> (last visited Feb. 2, 2013).

<sup>13</sup> New York Times Website, “New Ads for Truvia Serve Up Sweet Words,” <http://www.nytimes.com/2012/10/01/business/media/new-ads-for-truvia-serve-up-sweet-words.html?pagewanted=all& r=0> (last visited Feb. 1, 2013).

**C. A reasonable consumer would not deem Truvia® Natural Sweetener to be “natural.”**

40. Defendant’s linking of Truvia® Natural Sweetener to the leaf of the stevia plant and to the erythritol that is present in fruit is false and misleading. Specifically, the misleading descriptions of the ingredients on the Truvia® Natural Sweetener labels prevent consumers from gaining a truthful understanding of the processing involved in creating the stevia leaf extract and erythritol.

41. Truvia® Natural Sweetener’s primary ingredient is erythritol, which is used to provide bulk for the tiny amount of Rebiana that is needed to provide, for example, the sweetness of two teaspoons of sugar in the Truvia® Natural Sweetener packets. Since Rebiana is 200-300 times sweeter than sugar, a reasonable estimate is that erythritol comprises at least 99% of Truvia® Natural Sweetener.

42. The manufacture of the “stevia leaf extract” and erythritol contained in Truvia® Natural Sweetener requires multiple processing steps in an industrial environment, which transforms the ingredients found in nature. As these resulting substances are synthetic and highly processed, a reasonable consumer would not deem them to be “natural.”

Truvia® Natural Sweetener does not contain the leaf of the stevia plant.

43. Stevia is a genus of plant native to South America. It has been used as a sweetener for thousands of years but was first commercially available in the early 1970s.

44. In 1991, the FDA banned stevia and crude stevia extract as a food additive because of health concerns. In 2008, after concerted effort by Defendant, the FDA approved rebaudioside A for use.

45. Contrary to Defendant's representations, Truvia® Natural Sweetener does not contain the leaf of the stevia plant in a natural form but instead contains rebaudioside A, a compound extracted from the stevia plant through a complex chemical process.

Cargill chemically extracts Reb-A from the stevia plant.

46. Cargill, individually, and in partnership with The Coca-Cola Co., developed and applied for multiple patents relating to methods of extracting Reb-A from the stevia plant. These methods of extraction are complex, multi-step processes involving the application of toxic chemicals. The trade name of the resulting product is Rebiana.

47. This chemically intensive processing results in the isolation of pure Reb-A from the stevia leaf. A natural stevia leaf contains 0.1-2.5% Reb-A, but through selective breeding, new varieties of the stevia plant can contain 5-12% Reb-A.<sup>14</sup> On information and belief, Rebiana consists of a substance that is at least 97% pure Reb-A.

48. Accordingly, Truvia® Natural Sweetener is not "born" from the stevia plant in any natural way. Rebiana or Reb-A only exists as a result of a chemical

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<sup>14</sup>Michael Carakostas, et al., *Alternative Sweeteners* 161 (Lyn O'Brien Nabors, ed., 4th ed. 2012), available at [http://books.google.com/books?id=coDPwzFX7rAC&printsec=frontcover&dq=alternative+sweeteners&hl=en&sa=X&ei=OOcLUb-VB8m\\_2QX5\\_4GwCA&ved=0CDkQ6AEwAA#v=onepage&q=alternative%20sweeteners&f=false](http://books.google.com/books?id=coDPwzFX7rAC&printsec=frontcover&dq=alternative+sweeteners&hl=en&sa=X&ei=OOcLUb-VB8m_2QX5_4GwCA&ved=0CDkQ6AEwAA#v=onepage&q=alternative%20sweeteners&f=false).

extraction process. The labeling of Truvia® Natural Sweetener is misleading regarding the processing involved in creating Reb-A.

49. The Reb-A compound is 200-300 times sweeter than sugar. Accordingly, only a miniscule amount is needed to replicate, for example, the sweetness of two teaspoons of sugar typically in sugar packets. To provide bulk for purposes of selling the product in a form that mimics sugar, Cargill blended its Reb-A with a less sweet sugar alcohol derived from corn and called erythritol. As discussed above, and upon information and belief, a packet of Truvia® Natural Sweetener is approximately 1% Reb-A and 99% erythritol and natural flavors.

The bulk of Truvia® Natural Sweetener is a manufactured form of erythritol that is likely derived from genetically modified corn.

50. Erythritol is an alcohol sugar that is contained in some fruits as stated on the Truvia® Natural Sweetener label. However, the quantity of erythritol in fruits is very small, which would make it expensive to use in a product like Truvia® Natural Sweetener.

51. Cargill sells a manufactured form of erythritol derived from corn. On information and belief, Truvia® Natural Sweetener contains no fruit-based erythritol but instead contains Cargill's manufactured product.

52. Cargill manufactures erythritol through an industrial process in which corn slurry is combined with enzymes and fungi. The slurry is then allowed to ferment resulting in a fermentation broth. The broth is filtrated and purified through ion-exchange



resins and activated charcoal.<sup>15</sup> The broth is then concentrated and crystallized to create erythritol.<sup>16</sup>

53. On information and belief, the erythritol in Truvia® Natural Sweetener is manufactured from corn. As of 2010, approximately 85% of the corn planted in the United States was grown from a genetically modified seed. To that end, erythritol has been listed as an invisible genetically modified ingredient.<sup>17</sup> Therefore, on information and belief, the bulk of Truvia® Natural Sweetener is derived from a genetically modified organism (“GMO”).

54. According to many sources, including industry, government and health organizations, GMOs are not “natural.” GMOs are “created” artificially in a laboratory through genetic engineering. For example:

- a. Monsanto, the largest producer of GMOs, defines them as “[p]lants or animals that have had their genetic makeup altered to exhibit traits that are *not naturally theirs*.”<sup>18</sup>

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<sup>15</sup> Cargill Website, <http://www.cargillfoods.com/emea/en/products/sweeteners/polyols/zero-erythritol/manufacturing-process/index.jsp> (last visited Dec. 18, 2012).

<sup>16</sup> Peter de Cock, *Alternative Sweeteners* 251 (Lyn O’Brien Nabors, ed., 4th ed. 2012), available at [http://books.google.com/books?id=coDPwzFX7rAC&printsec=frontcover&dq=alternative+sweeteners&hl=en&sa=X&ei=OOcLUb-VB8m\\_2QX5\\_4GwCA&ved=0CDkQ6AEwAA#v=onepage&q=alternative%20sweeteners&f=false](http://books.google.com/books?id=coDPwzFX7rAC&printsec=frontcover&dq=alternative+sweeteners&hl=en&sa=X&ei=OOcLUb-VB8m_2QX5_4GwCA&ved=0CDkQ6AEwAA#v=onepage&q=alternative%20sweeteners&f=false).

<sup>17</sup> *Institute for Responsible Technology: Non-GMO Shopping Guide*, <http://www.nongmoshoppingguide.com/brands/invisible-gm-ingredients.html> (last visited Feb. 1, 2013).

<sup>18</sup> <http://www.monsanto.com/newsviews/Pages/glossary.aspx#gmo> (emphasis added) (last visited Dec. 18, 2012).

- b. The World Health Organization defines GMO as “. . . organisms in which the genetic material (DNA) has been altered in a way that *does not occur naturally*.”<sup>19</sup>
- c. The Environmental Protection Agency (EPA) has defined “the difference between plant-incorporated protectants produced through genetic engineering and those produced through conventional breeding”: “**Conventional breeding** is a method in which genes for pesticidal traits are introduced into a plant through *natural methods*, such as cross-pollination . . . . [In contrast,] [**g**]enetically engineered plant-incorporated protectants are created through a *process that utilizes several different modern scientific techniques* to introduce a specific pesticide-producing gene into a plant’s DNA genetic material.”<sup>20</sup>
- d. A 2010 poll by the Hartman Group found that a majority of consumers believed the term “natural” implied absence of GMOs.<sup>21</sup>

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<sup>19</sup> <http://www.who.int/foodsafety/publications/biotech/20questions/en/> (emphasis added) (last visited Dec. 18, 2012).

<sup>20</sup> Environmental Protection Agency, *Questions & Answers: Biotechnology: Final Plant-Pesticide/Plant Incorporated Protectants (PIPs) Rules* (July 19, 2001), at 3, available at <http://www.epa.gov/scipoly/biotech/pubs/qanda.pdf> (emphasis added).

<sup>21</sup> Canada Organic Trade Association, *Consumer Confusion About the Difference: “Natural” and “Organic” Product Claims (2010)*, at 6, available at <http://www.pro-cert.org/docs/Library/White%20Paper%20Nat-Org%20COTA.pdf>.

55. The Truvia® Natural Sweetener labels mislead consumers into believing that the erythritol is simply found in fruit. However, a reasonable consumer would not believe that a food containing mostly erythritol and a miniscule amount of Reb-A is natural.

56. A reasonable consumer would not believe that a food containing GMOs is natural.

**D. Reasonable consumers purchase Truvia® Natural Sweetener because they have been deceived to believe it is “Natural.”**

57. By claiming Truvia® Natural Sweetener is “natural,” Defendant deceives and misleads reasonable consumers.

58. Defendant’s packaging of Truvia® Natural Sweetener unequivocally demonstrates its intent to persuade the consumer that Truvia® Natural Sweetener is derived from entirely “natural” ingredients.

59. As described in the preceding paragraphs, everything about the labeling of Truvia® Natural Sweetener is calculated to create consumer belief that this is a “field to table” natural product.

60. For example, in the label, Defendant likens the process of creating Truvia® Natural Sweetener to making tea. However, steeping dried stevia leaves in water is only the first step in making Rebiana. Defendant completely conceals the remainder of the process by stating only that the steeping process “unlocks the best tasting part of the leaf which is then purified to provide a calorie-free sweet taste.” As described above, the so-called “purification” is a complex multi-step process involving the use of toxic

chemicals, the end product of which is a substance which does not exist in nature and which could not be “born” naturally without the complex chemical process patented by Cargill.

61. Similarly, Cargill conceals that the process of manufacturing erythritol in Truvia® Natural Sweetener involves the use of highly processed GMO corn by stating that the erythritol is “produced by a natural process, and is also found in fruit, like grapes and pears.”

62. In fact, reasonable consumers, including Plaintiffs, purchased Truvia® Natural Sweetener based upon their belief that it is a natural sweetener. However, a reasonable consumer would not deem Truvia natural if he/she knew that Truvia contained non-natural ingredients and GMOs and if he/she knew how Rebiana and erythritol are manufactured for use in Truvia® Natural Sweetener.

63. As discussed above, the labeling of Truvia® Natural Sweetener as “natural” in conjunction with the ingredient descriptions on the labels is misleading.

64. Plaintiffs and other members of the Class will continue to suffer injury if Defendant’s deceptive conduct is not enjoined. In order to prevent future injury to Plaintiffs and the Class, Defendant must change its label to remove all deceptive and misleading statements.

**E. Consumers Have Been Injured by Defendant’s False Representations.**

65. Cargill’s false representations about Truvia® Natural Sweetener are material in that they induced Plaintiffs and the Class members to purchase the Products instead of lower-priced, artificial sweeteners. Plaintiffs and the Class members would not

have purchased the Products at the price offered had they known the true facts about the Products.

**PLAINTIFFS' CLASS ACTION ALLEGATIONS**

66. Plaintiffs seek relief in their individual capacities and seek to represent a class consisting of all others who are similarly situated. Pursuant to Fed. R. Civ. P. 23(a) and (b)(2) and/or (b)(3), Plaintiffs seek certification of a class initially defined as follows:

All consumers in the United States who from \_\_\_\_\_ until the final disposition of this case (the "Class Period"), purchased the following Cargill Products: (1) Truvia® Natural Sweetener in packet form ("Truvia® packets"), Truvia® Natural Sweetener in spoonable form ("Truvia® spoonable") and Truvia® Natural Sweetener Baking Blend, a combination of Truvia® Natural Sweetener and sugar ("Truvia® Baking Blend").

67. Excluded from the Class are Defendant and its subsidiaries and affiliates, Defendant's executives, board members, legal counsel, the judges and all other court personnel to whom this case is assigned, and their immediate families.

68. Plaintiffs reserve the right to amend or modify the Class definition with greater specificity or division into subclasses after they have had an opportunity to conduct discovery.

69. This action has been brought and may properly be maintained as a class action against Defendant pursuant to the provisions of Fed. R. Civ. P. 23 because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

70. The requirements of Rule 23 are satisfied because:

- a. Numerosity. Fed. R. Civ. P. 23(a)(1). The members of the Class are so numerous that joinder of all members is impracticable. While the exact number of Class members is presently unknown to Plaintiffs, Defendant's volume of sales and the number of grocery stores in Minnesota indicate that the number of Class members would make joinder impracticable.
- b. Commonality. Fed. R. Civ. P. 23(a)(2) and (b)(3). The questions of law and fact which predominate over questions which may affect individual Class members include the following:
  - 1) Whether Defendant materially misrepresented that Truvia® Natural Sweetener is "natural" to the Class members;
  - 2) Whether Defendant's misrepresentations and omissions were material to reasonable consumers;
  - 3) Whether Defendant's marketing, advertising, packaging, labeling, distributing and selling of Truvia® Natural Sweetener constitute an unfair, unlawful or fraudulent practice.

- 4) Whether Defendant's marketing, advertising, packaging, labeling, distributing and selling Truvia® Natural Sweetener constitute false advertising;
  - 5) Whether Defendant's conduct described above injured consumers and, if so, the extent of the injury;
  - 6) Whether, and to what extent, injunctive relief should be imposed on Defendant to prevent such conduct in the future.
- c. Typicality. Fed. R. Civ. P. 23(a)(3). Plaintiffs' claims are typical of the claims of the Class because Plaintiffs have suffered from the same harm as the Class, i.e., purchasing one or more of the Products during the class period, which did not deliver what they promised, based on a misleading and deceptive label that was the same regardless of where the Products were purchased. Moreover, Defendant made the same false and misleading representations and omissions to the Class members on the label of the Products. Thus, Plaintiffs and members of the Class sustained the same injuries and damages arising out of Defendant's conduct in violation of Minnesota law. Plaintiffs do not have any interests antagonistic to, or in conflict with, her Class.
- d. Adequacy. Fed. R. Civ. P. 23(a)(4). Plaintiffs will fairly and adequately represent and protect the interests of the members

of the Classes. No conflicts of interest exist between Plaintiffs and the other Class members. Plaintiffs have retained competent counsel experienced in class action litigation and intend to prosecute this action vigorously.

- e. Superiority. Fed. R. Civ. P. 23(b)(3). A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Since the damages suffered by individual Class members are relatively small, the expense and burden of individual litigation make it virtually impossible for the Class members to seek redress for the wrongful conduct alleged, while an important public interest will be served by addressing the matter as a class action.

71. The prerequisites to maintaining a class action for injunctive or equitable relief pursuant to Fed. R. Civ. P. 23(b)(2) are met as Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or equitable relief with respect to the Class as a whole. The prerequisites to maintaining a class action for relief pursuant to Fed. R. Civ. P. 23(b)(3) are also met. As discussed



above, common questions predominate in this litigation and pursuit of the claims as a class action is a superior means of resolving them.

72. Plaintiffs know of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action.

### **FIRST CAUSE OF ACTION**

#### **(Prevention of Consumer Fraud Act – Violations Of Minn. Stat. § 325f.69)**

73. Plaintiffs incorporate by reference and reallege all allegations set forth in the preceding paragraphs.

74. Minnesota Statute §325F.69, subd. 1 makes it unlawful for any person by use of “any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby.”

75. Defendant’s business practices, in advertising, marketing and selling its Products as natural constitute the use of fraud, false pretense, false promises, misrepresentations, misleading statements and deceptive practices and, thus, constitute multiple, separate violations of Minn. Stat. §325F.69.

76. By engaging in the conduct described herein, Defendant violated and continues to violate Minn. Stat. §325F.69, subd. 1.

77. Defendant’s wrongful conduct and use of false pretenses, false promises, misrepresentations, and misleading statements, all with the intent that others relied on those statements, includes, by way of example and not by limitation:

- a. Defendant's fraudulent, misleading, and deceptive statements and practices relating to its Products;
- b. Defendant's warranty-related misconduct, including its fraudulent, deceptive, and unfair practice of misrepresenting its Products' characteristics;
- c. Defendant's concealment of the true characteristics of its Products; and
- d. Defendant's continued sale of its Products after it knew about the misleading representations.

78. Defendant's omissions and misrepresentations set forth in this Complaint are material in that they relate to information that would naturally affect the purchasing decision or conduct of purchasers, including Plaintiffs and the other members of the Class, regarding whether or not to purchase Defendant's Products.

79. Had Plaintiffs and the other members of the Class known that Defendant's Products were not natural, they would not have purchased the Products and/or paid a premium for the Products.

80. Defendant fraudulently, negligently, recklessly, and/or intentionally concealed and/or failed to disclose the true characteristics of the Products for the purpose of inducing Plaintiffs and the other members of the Class to rely thereon, and Plaintiffs and the other members of the Class justifiably relied, to their detriment, upon the truth and completeness of Defendant's representations about its Products. Plaintiffs and the other members of the Class relied on Defendant to disclose all material facts and not omit any material information regarding its Products. That Plaintiffs and the other members of the Class were deceived is evidenced by the fact that Plaintiffs and the other members of the Class purchased the Products. Had they known the truth, Plaintiffs and the other

members of the Class would not have bought Defendant's Products. Defendant's fraudulent and deceptive practice of advertising, marketing, and selling the Products repeatedly occurred in Defendant's trade or business and was capable of deceiving a substantial portion of the purchasing public.

81. Where, as here, Plaintiffs' claims inure to the public benefit as Defendant has misrepresented the natural quality of the Products to the public at large, Minnesota's private-attorney general statute, Minn. Stat. §8.31, subd. 3a, allows individuals who have been injured through a violation of these consumer-protection statutes to bring a civil action and recover damages, together with costs and disbursements, including reasonable attorneys' fees.

82. As a result of Defendant's fraud, false pretense, false promises, misrepresentations, misleading statements, and deceptive practices relating to the sale of its Products, Plaintiffs and the other members of the Class have suffered actual damages in that they would not have purchased the Products and/or paid a premium for the Products if they had known that the "natural" representations regarding the Products are false.

83. Plaintiffs and the other members of the Class will continue to suffer injury if Defendant's deceptive conduct is not enjoined, including but not limited to the purchase price of the Products and/or the premium paid for the Products.

84. As a direct, proximate, and foreseeable result of Defendant's violation of the statute, Plaintiffs and the other members of the Class sustained damages.

85. THEREFORE, Plaintiffs pray for relief as set forth below.

**SECOND CAUSE OF ACTION**

**(Unlawful Trade Practices Act – Violations of Minn. Stat. § 325D.13)**

86. Plaintiffs incorporate by reference and reallege all allegations set forth in the preceding paragraphs.

87. Minnesota Statute §325D.13 provides that, “No person shall, in connection with the sale of merchandise, knowingly misrepresent, directly or indirectly, the true quality, ingredients or origin of such merchandise.”

88. By engaging in the conduct described herein, Defendant violated and continues to violate Minn. Stat. §325D.13.

89. Where, as here, Plaintiffs’ claims inure to the public benefit as Defendant has misrepresented the natural quality of the Products to the public at large, Minnesota’s private-attorney general statute, Minn. Stat. §8.31, subd. 3a, allows individuals who have been injured through a violation of these consumer-protection statutes to bring a civil action and recover damages, together with costs and disbursements, including reasonable attorneys’ fees.

90. Defendant’s wrongful conduct and misrepresentation of the true quality of its Products includes, by way of example and not by limitation:

- a. Defendant’s fraudulent, misleading and deceptive statements and practices relating to its Products;
- b. Defendant’s warranty-related misconduct, including its fraudulent, deceptive and unfair practice of misrepresenting its Products’ characteristics;
- c. Defendant’s concealment of the true characteristics of its Products; and

- d. Defendant's continued sale of its Products after it knew about the misleading representations.

91. Defendant and its agents and distributors also misrepresented the true characteristics of Defendant's Products by making the various statements about the alleged quality and characteristics of the Products as stated above.

92. Defendant's omissions and misrepresentations set forth in this Complaint are material in that they relate to information that would naturally affect the purchasing decision or conduct of purchasers, including Plaintiffs and the Class members, regarding whether or not to purchase Defendant's Products.

93. As a result of Defendant's practices relating to misrepresentation of the true characteristics of the Products, Plaintiffs and the Class members have suffered actual damages in that they would not have purchased the Products and/or paid a premium for the Products if they had known that the "natural" representations regarding the Products are false.

94. In order to prevent future injury to Plaintiffs and the Class, Plaintiffs and the Class seek injunctive relief in the form of a label change removing all deceptive and misleading statements.

95. As a direct, proximate and foreseeable result of Defendant's violation of the statute, Plaintiffs and the other Class members were injured and suffered damages, and are entitled to recover their actual damages, costs and disbursements, including costs of investigation and reasonable attorneys' fees, as well as injunctive relief, including

restitution, as determined by the Court, pursuant to Minnesota law, including Minn. Stat. §§ 8.31, subd. 1 and 3a and 325D.15.

96. THEREFORE, Plaintiffs pray for relief as set forth below.

**THIRD CAUSE OF ACTION**

**(Deceptive Trade Practices Act – Violations of Minn. Stat. § 325D.44)**

97. Plaintiffs incorporate by reference and reallege all allegations as set forth in the preceding paragraphs.

98. Minnesota Statutes §325D.44, subd. 1 provides in part:

A person engages in deceptive trade practices when, in the course of business, vocation, or occupation, the person

. . .

(5) Represents that goods or services have...characteristics, ingredients, uses, benefits...that they do not have...

(7) Represents that goods or services are of a particular standard, quality, or grade,...if they are of another. . . .

(13) Engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.

99. By engaging in the conduct described herein, Defendant violated and continues to violate Minn. Stat. §325D.44.

100. Where, as here, Plaintiffs' claims inure to the public benefit as Defendant has misrepresented the natural quality of the Products to the public at large, Minnesota's private-attorney general statute, Minn. Stat. §8.31, subd. 3a, allows individuals who have been injured through a violation of these consumer-protection statutes to bring a civil

action and recover damages, together with costs and disbursements, including reasonable attorneys' fees.

101. Defendant's wrongful conduct and misrepresentation of the true characteristics, standards, quality and grade of the Products includes, by way of example and not by limitation:

- a. Defendant's fraudulent, misleading and deceptive statements relating to the true characteristics, standards, quality and grade of its Products;
- b. Defendant's fraud and misrepresentation, of information about the characteristics of Defendant's Products, and the Defendant's knowledge of those misrepresentations, and
- c. Defendant's concealment of the true characteristics of its Products.

102. Defendant and its agents and distributors also misrepresented the true characteristics, standards, quality and grade of the Products by making various statements about the alleged quality and characteristics of the Products herein.

103. As a result of the Defendant's practices relating to misrepresentation of the true characteristics, standards, quality and grade of its Products, Plaintiffs and the Class members have suffered actual damages in that they would not have purchased the Products and/or paid a premium for the Products if they had known that the "natural" representations regarding the Products are false.

104. In order to prevent future injury to Plaintiffs and the Class, Plaintiffs and the Class seek injunctive relief in the form of a label change removing all deceptive and misleading statements.

105. As a direct, proximate and foreseeable result of Defendant's violation of the statute, Plaintiffs and the other Class members were injured and suffered damages, and are entitled to recover their actual damages, costs and disbursements, including costs of investigation and reasonable attorneys' fees, as well as injunctive relief and other equitable relief, including restitution, as determined by the Court, pursuant to Minnesota law, including Minn. Stat. §8.31, subd. 1 and 3a and 325D.45.

106. THEREFORE, Plaintiffs pray for relief as set forth below.

**FOURTH CAUSE OF ACTION**

**(False Advertising – Violations of Minn. Stat. § 325F.67)**

107. Plaintiffs incorporate by reference and reallege all allegations set forth in the preceding paragraphs.

108. Minnesota Statutes §325F.67 provides in part:

Any person, firm, corporation, or association who, with intent to sell or in any way dispose of merchandise, . . . service, directly or indirectly, to the public, for sale or distribution, or with intent to increase the consumption thereof, or to induce the public in any manner to enter into any obligation relating thereto, makes, publishes, disseminates, circulates, or place before the public, or causes, directly or indirectly, to be made, published, disseminated, circulated, or places before the public, in this state, in a newspaper or other publication, or in the form of a book, notice, handbill, poster, bill, label, price tag, circular, pamphlet, program, or letter, or over any radio or television station, in any other way, an advertisement of any sort regarding merchandise, . . . service or anything so offered to the public for use, consumption, purchase, or sale, which advertising contains any material assertion, representation or statement of fact which is untrue, deceptive, or misleading, shall, whether or not pecuniary or other specific damage to any other person occurs as a direct result thereof, be guilty of a misdemeanor, and any such act is declared to be a public nuisance and may be enjoined as such.



109. By engaging in the conduct described herein, namely labeling the Products as “natural,” when, in fact, they are not, Defendant violated and continues to violate Minn. Stat. §325F.67.

110. Where, as here, Plaintiffs’ claims inure to the public benefit as Defendant has misrepresented the natural quality of the Products to the public at large, Minnesota’s private-attorney general statute, Minn. Stat. §8.31, subd. 3a, allows individuals who have been injured through a violation of these consumer-protection statutes to bring a civil action and recover damages, together with costs and disbursements, including reasonable attorneys’ fees.

111. Defendant’s untrue, deceptive and misleading assertions and representations about its Products include, by way of example and not by limitation:

- a. Defendant’s fraudulent, misleading and deceptive statements relating to the true characteristics, standards, quality and grade of Defendant’s Products;
- b. Defendant’s fraud and misrepresentation of information about the characteristics of Defendant’s Products and the Defendant’s knowledge of those misrepresentations; and
- c. Defendant’s concealment of the true characteristics of the Products.

112. Defendant and its agents and distributors also made untrue, deceptive and misleading assertions and representations about its Products by making the various statements about the alleged characteristics of the Products referenced herein.

113. Defendant’s omissions and misrepresentations set forth in this Complaint are material in that they relate to information that would naturally affect the purchasing

decision or conduct of purchasers, including Plaintiffs and the Class members, regarding whether or not to purchase Defendant's Products.

114. As a result of the Defendant's untrue, deceptive and misleading assertions and representations about its Products, Plaintiffs and the other Class members have suffered actual damages in that they would not have purchased the Products and/or paid a premium for the Products if they had known that the "natural" representations regarding the Products are false.

115. Plaintiffs and the Class seek to enjoin Defendant from untrue, deceptive and misleading assertions and representations about the Products.

116. THEREFORE, Plaintiffs pray for relief as set forth below.

**FIFTH CAUSE OF ACTION**

**(Violation of the Cal. Consumer Legal Remedies Act Civil Code § 1750, *et seq.*)**

117. Plaintiffs incorporate by reference and reallege all allegations set forth in the preceding paragraphs.

118. This cause of action is brought pursuant to the CLRA, Cal. Civ. Code §1750, *et seq.*

119. This cause of action seeks monetary and punitive damages and injunctive relief pursuant to California Civil Code § 1782.

120. Defendant's actions, representations and conduct have violated, and continue to violate the CLRA, because they extend to transactions that are intended to result, or which have resulted, in the sale or lease of goods or services to consumers.

121. Plaintiffs and the other Class members are “consumers” as the term is defined by the CLRA in California Civil Code §1761(d).

122. The Products that Plaintiffs and other members of the Class purchased from Defendant were “goods” within the meaning of California Civil Code §1761(a).

123. By engaging in the actions, misrepresentations, and misconduct set forth in this Complaint, Defendant has violated, and continues to violate §1770(a)(5) of the CLRA. Specifically, in violation of California Civil Code § 1770(a)(5), Defendant’s acts and practices constitute unfair methods of competition and unfair or fraudulent acts or practices in that they represent that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have.

124. By engaging in the actions, misrepresentations, and misconduct set forth in this Complaint, Defendant has violated, and continues to violate §1770(a)(7) of the CLRA. Specifically, in violation of California Civil Code §1770(a)(7), Defendant’s acts and practices constitute unfair methods of competition and unfair or fraudulent acts or practices in that they misrepresent the particular standard, quality or grade of the goods.

125. By engaging in the actions, misrepresentations and misconduct set forth in this Complaint, Defendant has violated, and continues to violate, §1770(a)(16) of the CLRA. Specifically, in violation of California Civil Code §1770(a)(16), Defendant’s acts and practices constitute unfair methods of competition and unfair or fraudulent acts or practices in that it represents that a subject of a transaction has been supplied in accordance with a previous representation when they have not.

126. Plaintiffs request that this Court enjoin Defendant from continuing to employ unlawful methods, acts and practices alleged herein pursuant to Cal. Civ. Code §1780(a)(2). If Defendant is not restrained from engaging in these types of practices in the future, Plaintiffs and other members of the Class will continue to suffer harm.

127. Pursuant to California Civil Code §1782(a), Plaintiffs notified Defendant, by letter received by Defendant more than 30 days from the filing of this Complaint, of the above-outlined violations of California Code §1750, *et seq.* and demanded that Defendant provide an appropriate remedy. After 30 days, Defendant failed to adequately address or remedy the violations and other wrongful conduct alleged herein.

128. As a direct and proximate result of Defendant's violations of the CLRA as alleged herein, Plaintiffs and the members of the Class have been injured by, including, but not limited to, the infringement of their legal rights as a result of being subjected to the common course of unlawful conduct alleged herein; and being induced to purchase the Products that were deceptive as alleged herein.

129. Pursuant to Cal. Civ. Code sections 1780 and 1782, Plaintiffs and the Class members seek damages in an amount to be proved at trial, plus an injunction to bar Defendant from continuing its deceptive advertising practices, plus reasonable attorneys' fees and costs.

**SIXTH CAUSE OF ACTION**

**(Violation of the Cal. False Advertising Law – Cal. Bus. & Prof. Code §17500, *et seq.*)**

130. Plaintiffs incorporate by reference and reallege all allegations set forth in the preceding paragraphs.

131. The California False Advertising Law (“FAL”), Cal. Bus. & Prof. Code section 17500 *et seq.*, makes it unlawful for a corporation to induce the public to buy its products by knowingly disseminating untrue or misleading statements about the products.

132. Defendant’s representations concerning the Products, as alleged above, are untrue and misleading. These representations were likely to deceive a reasonable consumer. The true facts regarding the Products are set forth above. Defendant knew, or reasonably should have known, that its representations concerning the Products are untrue and misleading, since it knows how the Products and their ingredients are manufactured. Defendant made these representations with the intent to induce Plaintiffs and the Class members to purchase the Products. Plaintiffs and the Class members purchased the Products in reliance on the untrue and misleading representations by Defendant.

133. Pursuant to Cal. Bus. & Prof. Code section 17535, Plaintiffs and the Class members seek restitution of the purchase price paid for the Products, plus an injunction to bar Defendant from continuing its deceptive advertising practices.

**SEVENTH CAUSE OF ACTION**

**(Violation of the Cal. Unfair Competition Law – Cal. Bus. & Prof. Code  
section 17200, *et seq.*)**

134. Plaintiffs incorporate by reference and reallege all allegations set forth in the preceding paragraphs.

135. The California Unfair Competition Law, Cal. Bus. & Prof. Code section 17200 *et seq.*, prohibits any unlawful, unfair, or fraudulent business act or practice.

136. Defendant's conduct is unlawful because it violates the CLRA, the FAL, as well as California Health & Safety Code section 110660, which states: "Any food is misbranded if its labeling is false or misleading in any particular."

137. Defendant's conduct is fraudulent because Defendant's representations concerning the Products were false and misleading, and Plaintiffs and the Class members relied on those representations in purchasing the Products.

138. Plaintiffs have suffered injury in fact and lost money as a result of Defendant's conduct, since they purchased the Products in reliance on Defendant's misrepresentations and would not have purchased the Products if she had known the true facts about the Products.

139. Pursuant to Cal. Bus. & Prof. Code section 17203, Plaintiffs and the Class members seek restitution of the purchase price paid for the Products, plus an injunction to bar Defendant from continuing its deceptive advertising practices.

**EIGHTH CAUSE OF ACTION**

**(Breach of Express Warranty)**

140. Plaintiffs incorporate by reference and reallege all allegations set forth in the preceding paragraphs.

141. Plaintiffs bring this claim individually and on behalf of the Class.

142. Plaintiffs and each member of the Class formed a contract with Defendant at the time Plaintiffs and the other members of the Class purchased one or more of the Products. The terms of that contract include the promises and affirmations of fact made by Defendant on the packaging of the Products. The Products' packaging and advertising constitute express warranties and became part of the basis of the bargain, and are part of a standardized contract between Plaintiffs and members of the Class on one hand, and Defendant on the other.

143. All conditions precedent to Defendant's liability under this contract have been performed by Plaintiffs and the Class.

144. Defendant breached the terms of this contract, including the express warranties, with Plaintiffs and the Class by not providing the Products that could provide the benefits promised, i.e. that the Products are "natural."

145. As a result of Defendant's breach of its contract, Plaintiff and the Class have been damaged in the amount of the purchase price of any and all of the Products they purchased.

**NINTH CAUSE OF ACTION**

**(Unjust Enrichment)**

146. Plaintiffs incorporate by reference and reallege all allegations set forth in the preceding paragraphs.

147. Plaintiffs assert this claim in the alternative.

148. By the acts and conduct described herein, Plaintiffs and the other members of the Class conferred a benefit on Defendant by purchasing its Products, proceeds of which were retained by Defendant.

149. By the acts and conduct described herein, Defendant knowingly accepted and retained the benefit of the money paid by Plaintiffs and the other Class members.

150. Defendant's retention of the money is inequitable and unjust for the reasons stated herein.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs, on behalf of themselves and all others similarly situated, prays for judgment as requested above against Defendant and further prays for:

A. An order certifying the Class proposed in this Complaint and appointing Plaintiffs and their counsel to represent the Class and requiring Defendant to bear the cost of class notice;

B. Restitution and/or disgorgement of amounts paid by Plaintiffs and members of the Class for the purchase of the Products, together with interest from the date of payment;

C. Actual damages;



D. An order granting injunctive relief requiring Defendant to stop making natural and other deceptive and misleading claims about the Products without providing appropriate disclosures and disclaimers on the labeling, distributing and selling of the Products;

E. Statutory prejudgment interest;

F. Reasonable attorneys' fees and the costs of this action;

G. Other legal and equitable relief under the causes of action state herein;

H. A trial by jury on all issues so triable; and

I. Such other relief as this Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury with respect to any claims so triable.

Date: September 18, 2013

Respectfully submitted,

**HALUNEN & ASSOCIATES**

s/Clayton D. Halunen

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***ATTORNEYS FOR PLAINTIFFS***

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
MOLLY MARTIN, LAUREN BARRY, on behalf of themselves and others similarly situated,
(b) County of Residence of First Listed Plaintiff Hennepin
(c) Attorneys (Firm Name, Address, and Telephone Number) Clayton D. Halunen, Susan M. Coler, Melissa W. Wolchansky HALUNEN & ASSOCIATES

DEFENDANTS
CARGILL, INCORPORATED,
County of Residence of First Listed Defendant New Castle
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known) Christopher W. Madel, Jan M. Conlin Robins, Kaplan, Miller & Ciresi, L.L.P.

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF 1 1
PTF DEF 2 2
PTF DEF 3 3
PTF DEF 4 4
PTF DEF 5 5
PTF DEF 6 6

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Class Action Fairness Act, 28 U.S.C., Section 1332(d)
Brief description of cause: Defendant manufactures, markets and sells Truvia, which it claims to be a natural product derived from the stevia plant.

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000.00+
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):
JUDGE DOCKET NUMBER

DATE 09/18/2013 SIGNATURE OF ATTORNEY OF RECORD s/ Clayton D. Halunen

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE