

BURSOR & FISHER, P.A.

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

REBECCA HEIKKILA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SUJA LIFE, LLC,

Defendant.

Case No. _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Rebecca Heikkila (“Plaintiff” or “Heikkila”) brings this action on behalf of herself
2 and all others similarly situated against Suja Life, LLC (“Defendant” or “Suja”). Plaintiff makes
3 the following allegations based upon information and belief, except as to the allegations
4 specifically pertaining to herself, which are based on personal knowledge.

5 NATURE OF THE ACTION

6 1. This is a class action lawsuit related to Defendant’s false claims that its fruit and
7 vegetable juice products, Suja Classic¹ and Suja Fresh Start² (the “Juice Products”), are “Raw.”
8 However, Defendant’s Juice Products are not “Raw,” as they undergo a treatment process known
9 as High Pressure Processing (“HPP”), which neutralizes the benefits of the live enzymes,
10 probiotics, vitamins, proteins, and nutrients that would otherwise be retained in raw and
11 unpasteurized juice. Defendant misrepresents its Juice Products as “Raw” in an effort to appeal to
12 health-conscious, raw-juice-drinking consumers. By doing so, it is able to charge a significant
13 price premium – roughly double the price of similarly sized, but properly labeled, HPP-treated
14 juice products.

15 2. Raw juices are a specific category of fruit and vegetable juices that are extracted in a
16 manner designed to retain as many nutrients and live enzymes as possible. Because raw juices are
17 unpasteurized and untreated, they must be consumed within days of their production. This short
18 lifespan, in conjunction with the premium ingredients, makes raw juice quite expensive.
19 Nonetheless, more and more consumers specifically seek out and pay the premium for raw juice
20 because of the health benefits that live enzymes, probiotics, nutrients, and vitamins offer over
21 conventional, pasteurized juice.

22 3. Defendant labels and advertises the Juice Products as “Raw” (the “Express
23 Warranty” or the “Misrepresentation”). Moreover, the labeling and advertising of the Juice
24 Products further represents that they are “raw, cold pressed, never heated.”

25
26 ¹ Defendant currently offers ten Suja Classic juices: (i) Fiji; (ii) Fuel; (iii) Glow; (iv) Green
27 Supreme; (v) Lemon Love; (vi) Master Cleanse; (vii) Purify; (viii) Spark; (ix) Twelve Essentials;
and (x) Vanilla Cloud.

28 ² Suja Fresh Start is a 1-Day, 2-Day, or 3-Day juice cleanse program that simply uses the
Suja Classic juices.

1 members of the proposed class, is a citizen of a state different from the states of Defendant. In
2 2013, Suja recorded \$18 million in revenue from sales of its Juice Products.³

3 10. This Court has personal jurisdiction over Defendant because Defendant conducts
4 substantial business within California, such that Defendant has significant, continuous, and
5 pervasive contacts with the State of California.

6 11. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because the challenged
7 mislabeling, misbranding, and marketing practices have been disseminated and committed in this
8 District and because Defendant is subject to personal jurisdiction in this District.

9 **THE PARTIES**

10 12. Plaintiff Rebecca Heikkila is a citizen of California, residing in San Francisco,
11 California, where she is an artist. During the class period, Plaintiff Heikkila purchased 16-ounce
12 bottles of Defendant's Juice Products for approximately \$8.99 per bottle from a store in San
13 Francisco County for her personal consumption. For example, in August 2013, Plaintiff Heikkila
14 purchased Defendant's "Twelve Essentials" and "Fiji" Juice Products for \$8.99 each. Prior to her
15 purchase of the Juice Products, Ms. Heikkila reviewed Suja's website, packaging, and labeling.
16 The containers she purchased represented that Defendant's Juice Products were "Raw." The
17 containers also stated that "Suja juice drinks are raw, cold pressed, never heated." Plaintiff
18 Heikkila saw this representation prior to and at the time of purchase, and understood it as a
19 representation and warranty that the Juice Products she purchased were, in fact, "Raw." She relied
20 on this representation and warranty in deciding to purchase the Juice Products at a premium price.
21 Accordingly, this representation and warranty was part of the basis of the bargain, in that she
22 would not have purchased the Juice Products had she known that the Juice Product were, in fact,
23 not "Raw." In reliance on this representation and warranty, she paid a tangible increased cost for
24 the Juice Products, which were worth less than represented because the Juice Products were, in
25 fact, equivalent to pasteurized juices. She also understood that in making the sale, her grocery
26 store was acting with the knowledge and approval of the Defendant and/or as the agent of

27 _____
28 ³ See <http://www.forbes.com/sites/jjcolao/2014/01/22/suja-juice-the-unlikely-team-thats-building-the-countrys-fastest-growing-beverage-company/>.

1 Defendant. She further understood that the purchase involved a direct transaction between herself
2 and Defendant, because the purchase came with Defendant's representation and warranty that the
3 Juice Products were, in fact, "Raw."

4 13. Defendant Suja Life, LLC is a Delaware company with its principal place of
5 business located at 8380 Camino Santa Fe, San Diego, California 92121.

6 14. Defendant markets and sells its Juice Products widely throughout California, New
7 York, and other states. Defendant has manufactured, marketed, and sold the Juice Products using
8 the deceptive, false, and misleading claim described herein since at least 2012. Plaintiff reserves
9 her right to amend this Complaint to add different or additional defendants, including without
10 limitation any officer, director, employee, supplier, or distributor of Defendant who has knowingly
11 and willfully aided, abetted, or conspired in the false and deceptive conduct alleged herein.

12 **FACTS COMMON TO ALL CAUSES OF ACTION**

13 ***A. The Raw Food Movement***

14 15. Raw foodism is a relatively new diet movement known for its health benefits. The
15 movement focuses on the consumption of foods with living enzymes, probiotics, and nutrients to
16 help humans fully digest food without relying on their own digestive enzymes.

17 16. As the name suggests, consumption of "raw" foods is vital to the raw food
18 movement. "Raw" foods are usually organic foods that are unprocessed, uncooked, and not
19 decontaminated to maintain the presence of enzymes, probiotics, and other qualities in their
20 original state. Raw foods are favored over otherwise denatured or processed food for two reasons.
21 First, the treatment process destroys or alters many of the enzymes, nutrients, and vitamins found
22 in food. Second, raw foodists believe that foods without a significant amount of active enzymes
23 take longer to digest and thus clog up the digestive system and arteries with partially digested fats,
24 proteins, and carbohydrates.

25 17. "Raw" foods and juices cannot be pasteurized. This is because pasteurization
26 preserves and sterilizes by substantially reducing the live, active enzymes that are the essence of
27 raw foods. Accordingly, truly "Raw" products typically have a shelf life of five days or less. As a
28

1 result of their short shelf life and production costs, to be commercially viable, these juices sell for a
2 substantial premium compared to the average 100% pasteurized juices.

3 18. To capture part of the ever-growing market for raw juice products, Defendant
4 prominently labels and markets the Juice Products as “Raw.” In doing so, it is able to charge a
5 substantial amount – upwards of \$10 for 16 ounces – for its Juice Products.⁴ Surprisingly,
6 Defendant’s Juice Products, unlike other raw and unpasteurized juices on the market, have a
7 considerably longer shelf life of about 30 days. This remarkable (for the industry) shelf life is
8 because Defendant uses HPP to treat its Juice Products.

9 ***B. The Effect of HPP***

10 19. This artificial extension of the lifespan of the Juice Products violates the
11 fundamental principles underlying the raw food movement, consumers’ expectations, and industry
12 standards. Without such manipulation, Defendant’s Juice Products would be, like all truly raw and
13 unpasteurized juices, extremely vulnerable to spoilage and degradation. However, such stability
14 and longevity comes at a price.

15 20. A direct and unavoidable result of the use of HPP is the destruction of the enzymes,
16 nutrients, probiotics, and minerals that, but for HPP, would be found in the Juice Products. As
17 such, the Juice Products being sold to consumers have less nutritional value and corresponding
18 health benefits than otherwise non-HPP-treated and unpasteurized juices that are truly Raw.

19 21. HPP is an alternative to traditional, thermal pasteurization of food that
20 decontaminates and preserves food products through the use of high pressure. HPP has a
21 detrimental effect on food and juice products. Specifically, the HPP process “may inactivate
22 enzymes and or alter the physical properties of the food material (e.g., denature structural proteins
23 or densify texture).”⁵ Furthermore, HPP “may also cause greater levels of protein denaturation and

24 ⁴ “New technologies such as HP[P] can allow producers to create new markets not
25 possible with old technologies and such benefits are only now being explored. Consumers
26 are generally willing to pay more for greater perceived value.” Eammon Hogan, Alan L.
27 Kelly, & Da-Wen Sun, High Pressure Processing of Foods: An Overview in Effect of High
28 Pressure of Food Quality, 25 (2005).

⁵ Margaret F. Paterson, Mark Linton & Christopher J. Donna, Introduction to High Pressure
Processing of Food in High Pressure Processing of Food, 3 (2007).

1 other potential detrimental changes in food quality that could affect the appearance of and texture
 2 of food, compared to the unprocessed product.”⁶ As such, it is undeniable that HPP-treated foods
 3 are not identical pre- and post-treatment. Consequently, foods that are HPP-treated cannot be
 4 considered raw.

5 **C. Defendant’s False & Misleading Packaging and Labeling**

6 22. Defendant represents on the front of each label that its Juice Products are “Raw”
 7 juices:



18 This is false and misleading. Juice is Raw only if it contains *all* of the same enzymes, nutrients,
 19 probiotics, vitamins, and minerals as the fruits and vegetables had prior to being juiced. However,
 20 that is not the case with the Juice Products. As discussed above, in the course of sterilizing and
 21 extending the shelf life of the Juice Products, HPP also causes the destruction of desirable
 22 enzymes, probiotics, nutrients, and vitamins contained in the juices. Thus, once the Juice Products
 23 are subjected to HPP, some of the enzymes, nutrients, vitamins, probiotics, and minerals contained
 24 in the pre-HPP Juice Products are no longer present. As such, Defendant cannot truthfully market
 25 the Juice Products as “Raw” when, in reality, the pre-HPP and post-HPP juices are not identical.
 26

27 _____
 28 ⁶ Eammon Hogan, Alan L. Kelly, & Da-Wen Sun, High Pressure Processing of Foods: An Overview in Effect of High Pressure of Food Quality, 16 (2005).

- 1 e. Whether Defendant advertised or marketed the Juice Products in a way that was
- 2 false or misleading;
- 3 f. Whether Defendant's conduct was false, misleading, or reasonably likely to deceive
- 4 ordinary consumers;
- 5 g. Whether Class members have been injured by Defendant's conduct;
- 6 h. Whether Class members suffered an ascertainable loss as a result of Defendant's
- 7 Misrepresentation; and
- 8 i. Whether Class members are entitled to damages, restitution, injunctive relief, and/or
- 9 monetary relief and, if so, the amount and nature of such relief.

10 28. Plaintiff and members of the California Subclass have questions of fact and
11 common law to them that predominate over any questions affecting only individual members of the
12 California Subclass. These common questions include:

- 13 a. Whether Defendant violated California Civil Code §§ 1750, *et seq.*;
- 14 b. Whether Defendant violated California Business & Professions Code §§ 17200, *et*
- 15 *seq.*;
- 16 c. Whether Defendant violated California Business & Professions Code § 17500; and
- 17 d. The appropriate measure of damages to be received by Plaintiff and the California
- 18 Subclass.

19 29. The claims of the named Plaintiff are typical of the claims of the Class in that
20 Plaintiff (a) was exposed to Defendant's false and misleading packaging, marketing, and promotion
21 of the Juice Products; (b) relied on Defendant's Misrepresentation; and (c) suffered a loss as a
22 result of her purchases. Each Class member was subjected to the same conduct, was harmed in the
23 same way, and has claims for relief under the same legal theories.

24 30. Plaintiff is an adequate representative of the Class because her interests do not
25 conflict with the interests of the Class members she seeks to represent, she has retained competent
26 counsel experienced in prosecuting class actions, and she intends to prosecute this action
27 vigorously. The interests of Class members will be fairly and adequately protected by Plaintiff and
28 her counsel.

1 31. The class mechanism is superior to other available means for the fair and efficient
2 adjudication of the claims of the Class members. Each individual Class member may lack the
3 resources to undergo the burden and expense of individual prosecution of the complex and
4 extensive litigation necessary to establish Defendant’s liability. Individualized litigation increases
5 the delay and expense to all parties and multiplies the burden on the judicial system presented by
6 the complex legal and factual issues of this case. Individualized litigation also presents a potential
7 for inconsistent or contradictory judgments. In contrast, the class action device presents far fewer
8 management difficulties and provides the benefits of single adjudication, economy of scale, and
9 comprehensive supervision by a single court on the issue of Defendant’s liability. Class treatment
10 of the liability issues will ensure that all claims and claimants are before this Court for consistent
11 adjudication of the liability issues.

COUNT I
Violation Of The Magnuson-Moss Warranty Act (“MMWA”),
15 U.S.C. §§ 2301, et seq.

14 32. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set
15 forth herein.

16 33. Plaintiff brings this claim individually and on behalf of the members of the Class
17 against Defendant.

18 34. The Juice Products are consumer products as defined in 15 U.S.C. § 2301(1).

19 35. Plaintiff and Class members are consumers as defined in 15 U.S.C. § 2301(3).

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

21 37. In connection with the sale of the Juice Products, Defendant issued a written
22 warranty as defined in 15 U.S.C. § 2301(6), by making the express warranty that the Juice Products
23 were “Raw.”

24 38. In fact, the Juice Products do not conform to the Express Warranty because the
25 Express Warranty is false and misleading in that the Juice Products are subjected to HPP, thus
26 rendering them not “Raw,” in contradiction to the representations on the product packaging.

1 contained in advertisement and on product labeling and product packaging became part of the basis
2 of the bargain between Defendant and Plaintiff and the Class, thereby creating an express warranty
3 that the Juice Products would conform to those affirmations of fact, representations, promises, and
4 descriptions.

5 46. The Juice Products are, in fact, not “Raw” because the products undergo a treatment
6 process known as HPP which neutralizes the benefits of the live enzymes, vitamins, and nutrients
7 that would otherwise be retained in a raw juice.

8 47. Plaintiff and members of the Class were injured as a direct and proximate result of
9 Defendant’s breach because (a) they would not have purchased the Juice Products if they had
10 known that the products were, in fact, not “Raw;” (b) they paid a price premium for the Juice
11 Products based on Defendant’s Express Warranty; and (c) the Juice Products did not have the
12 characteristics, uses, or benefits as promised. As a result, Plaintiff and the Class members have
13 been damaged either in the full amount of the purchase prices of the Juice Products or in the
14 difference in value between the Juice Products as warranted and the Juice Products as actually sold.

15 **COUNT III**
16 **Breach Of The Implied Warranty Of Merchantability**

17 48. Plaintiff repeats the allegations contained in the paragraphs above as if fully set
18 forth herein.

19 49. Plaintiff brings this claim individually and on behalf of the members of the Class
20 against Defendant.

21 50. Defendant is and was at all relevant times a “merchant” within the meaning of the
22 Uniform Commercial Code (“UCC”). Defendant manufactured, distributed, and marketed the
23 Juice Products, which are “goods” within the meaning of the UCC. Consequently, Defendant
24 impliedly warranted that the Juice Products were merchantable, including that they could pass
25 without objection in the trade under the contract description, that they were fit for the ordinary
26 purposes for which such goods are used, that they were of fair average quality within the
27 description, that they were adequately labeled, and that they would conform to the promises or
28 affirmations of fact made on their container or labels. However, each of these implied warranties

1 was false with respect to the goods of the kind sold to Plaintiff and members of the Class and
2 Subclass.

3 51. In reliance upon Defendant's skill and judgment and the implied warranties of
4 fitness for the purpose, Plaintiff and Class members purchased the Juice Products for the purpose
5 of consuming juices that were raw.

6 52. The Juice Products were not altered by Plaintiff or Class members.

7 53. The Juice Products were defective when they left the exclusive control of
8 Defendant.

9 54. Defendant knew the Juice Products would be purchased and consumed by Plaintiff
10 and Class members without additional testing for nutritional value. The Juice Products were unfit
11 for their intended purpose, and Plaintiff and Class members did not receive the goods as warranted.

12 55. More specifically, Defendant breached its implied warranty of merchantability to
13 Plaintiff and the Class because the Juice Products would not pass without objection in the trade
14 because they were incapable of performing the functions they were intended to perform. They are
15 not "Raw" and do not have the benefits of the live enzymes, vitamins, and nutrients that are present
16 in raw juices.

17 56. As a direct and proximate cause of Defendant's breach of the implied warranty,
18 Plaintiff and Class members were injured because (a) they would not have purchased the Juice
19 Products if they had known that the products were, in fact, not "Raw;" (b) they paid a price
20 premium for the Juice Products based on Defendant's warranty; and (c) the Juice Products did not
21 have the characteristics, uses, or benefits as promised. As a result, Plaintiff and the Class members
22 have been damaged either in the full amount of the purchase prices of the Juice Products or in the
23 difference in value between the Juice Products as warranted and the Juice Products as actually sold.

24 **COUNT IV**

25 **Unjust Enrichment / Common Law Restitution**

26 57. Plaintiff repeats the allegations contained in the paragraphs above as if fully set
27 forth herein

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

3 59. Plaintiff and Class members conferred benefits on Defendant by purchasing the
4 Juice Products.

5 60. Defendant has been unjustly enriched in retaining the revenues derived from
6 Plaintiff's and Class members' purchases of the Juice Products. Retention of those monies under
7 these circumstances is unjust and inequitable because of Defendant's Misrepresentation about the
8 Juice Products, which caused injuries to Plaintiff and Class members because they would not have
9 purchased the Juice Products if the true facts had been known.

10 61. Because Defendant's retention of the non-gratuitous benefits conferred on it by
11 Plaintiff and Class members is unjust and inequitable, Defendant must pay restitution to Plaintiff
12 and the Class members for its unjust enrichment, as ordered by the Court.

13 **COUNT V**
14 **Violation Of California's Consumers Legal Remedies Act ("CLRA"),**
15 **California Civil Code §§ 1750, *et seq.***

16 62. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set
17 forth herein.

18 63. Plaintiff brings this claim individually and on behalf of the members of the
19 California Subclass against Defendant.

20 64. In violation of Cal. Civ. Code §§ 1750, *et seq.*, Defendant has engaged in unfair and
21 deceptive acts and practices in the course of transactions with Plaintiff and members of the
22 California Subclass. Such transactions were intended to and did result in the sales of goods to
23 Plaintiff and the California Subclass. Plaintiff and members of the California Subclass are
24 "consumers" as that term is used in the CLRA because they sought or acquired Defendant's goods
25 or services for personal, family, or household purposes.

26 65. Cal. Civ. Code § 1770(a)(5) prohibits "[r]epresenting that goods or services have
27 sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not
28 have or that a person has a sponsorship, approval, status, affiliation, or connection which he or she
does not have." Defendant violated this provision by making the Misrepresentation.

- a. For an order certifying the nationwide Class and the California Subclass under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiff as the representative of the Class and California Subclass and Plaintiff’s attorneys as Class Counsel;
- b. For an order declaring that Defendant’s conduct violates the statutes referenced herein;
- c. For an order finding in favor of Plaintiff, the nationwide Class, and the California Subclass on all counts asserted herein;
- d. For compensatory and punitive damages in amounts to be determined by the Court and/or jury;
- e. For prejudgment interest on all amounts awarded;
- f. For an order of restitution and all other forms of equitable monetary relief;
- g. For injunctive relief as pleaded or as the Court may deem proper;
- h. For an order awarding Plaintiff and the Class their reasonable attorneys’ fees, and expenses;
- i. Damages, restitution, and/or disgorgement in an amount to be determined at trial; and
- j. For such other and further relief as the Court may deem proper.

JURY DEMAND

Plaintiff demands a trial by jury on all causes of action and issues so triable.

Dated: February 5, 2014

Respectfully submitted,

BURSOR & FISHER, P.A.

By: /s/ L. Timothy Fisher
L. Timothy Fisher

Scott A. Bursor (State Bar No. 276006)
L. Timothy Fisher (State Bar No. 191626)
Sarah N. Westcot (State Bar No. 264916)
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Attorneys for Plaintiff

1 I, Rebecca K. Heikkila, declare as follows:

2 1. I am a plaintiff in this action and a citizen of the State of California. I have personal
3 knowledge of the facts stated herein and, if called as a witness, I could and would testify
4 competently thereto.

5 2. The complaint filed in this action is filed in the proper place for trial under
6 California Civil Code Section 1780(d) in that Defendants conduct a substantial amount of business
7 in this District.

8 3. While living in California, I purchased Suja juice for personal consumer use. I read
9 the label for Suja juice, and purchased it in reliance on the claims that Suja was "raw" "and "cold-
10 pressed." The representations on the label were substantial factors influencing my decision to
11 purchase Suja juice. I would not have purchased Suja juice had I known that it is not, in fact, raw
12 or cold-pressed.

13 I declare under the penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct, executed on January 31, 2014 at San Francisco

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18 REBECCA K. HEIKKILA
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EXHIBIT A



BURSOR & FISHER
P.A.

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September 10, 2013

Via Certified Mail - Return Receipt Requested

Suja Life, LLC
7514 Girard Ave
La Jolla, CA 92037

Suja Life, LLC
8380 Camino Santa Fe
San Diego, CA 92121

*Re: Demand Letter Pursuant to California Civil Code § 1782,
Uniform Commercial Code § 2-607, and other applicable laws.*

To Whom It May Concern:

This letter serves as a notice and demand for corrective action on behalf of my clients, Rebecca Heikkila and Yuri Lazarek, and all other persons similarly situated, arising from violations of numerous provisions of California law including the Consumers Legal Remedies Act, Civil Code § 1770, including but not limited to subsections (a)(5), (7), and (9). This letter also serves as notice concerning the breaches of express and implied warranties described herein pursuant to U.C.C. §§ 2-313, 2-314, and 2-607.

You have participated in the manufacture, marketing, and sale of Suja juice products (collectively, "Suja Juice"). The label for each Suja Juice product states that it is "raw." This statement is false and misleading. In fact, Suja Juice products are subjected to a pasteurization process known as high pressure processing ("HPP").

The fundamental principle behind raw foodism, also called rawism, is that plant foods are the most wholesome for the body in their most natural state – uncooked and unprocessed. But Suja Juice is not sold in its most natural state, and it is heavily processed. Suja Juice is subjected to HPP to artificially extend its shelf-life. HPP is a method of preserving and sterilizing food by processing the product under very high pressure. The HPP process is a form of pasteurization that inactivates enzymes and microorganisms. Food that is subjected to HPP cannot be considered "raw."

Ms. Heikkila, a resident of California, purchased Suja Juice on representations on the label and in other marketing and advertising materials which state or imply that the product is “raw.” She would not have purchased Suja Juice if she had known that the product was not “raw” because it was subjected to HPP.

Mr. Lazarek, a resident of California, purchased Suja Juice based on representations on the label and in other marketing and advertising materials which state or imply that the product is “raw.” He would not have purchased Suja Juice if he had known that the product was not “raw” because it was subjected to HPP.

Ms. Heikkila and Mr. Lazarek are acting on behalf of a class defined as all persons in the United States who purchased Suja Juice (hereafter, the “Class”).

Ms. Heikkila and Mr. Lazarek are also acting on behalf of a subclass of Class members who purchased Suja Juice in the state of California (the “California Subclass”).

To cure the defects described above, we demand that you (1) cease and desist from further sales of Suja Juice; (2) issue an immediate recall of Suja Juice products; and (3) make full restitution to all purchasers of Suja Juice of all purchase money obtained from sales thereof.

We further demand that you preserve all documents and other evidence which refer or relate to any of the above-described practices including, but not limited to, the following:

1. All documents concerning product development and production of Suja Juice;
2. All communications with the U.S. Department of Agriculture or the U.S. Food and Drug Administration concerning the product development, manufacturing, marketing, and sales of Suja Juice;
3. All documents concerning the advertisement, marketing, or sale of Suja Juice; and
4. All communications with customers concerning complaints or comments concerning Suja Juice.

We are willing to negotiate to attempt to resolve the demands asserted in this letter. If you wish to enter into such discussions, please contact me immediately. If I do not hear from you promptly, I will conclude that you are not interested in resolving this dispute short of litigation. If you contend that any statement in this letter is inaccurate in any respect, please provide us with your contentions and supporting documents promptly.

Very truly yours,

A handwritten signature in blue ink that reads "Scott A. Bursor". The signature is written in a cursive style with a large, sweeping initial 'S'.

Scott A. Bursor

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

REBECCA HEIKKILA, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff San Francisco (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

L. Timothy Fisher (SBN 191626), Bursor & Fisher, P.A. 1990 N. California Blvd., Suite 940 Walnut Creek, CA 94596; Telephone: (925) 300-4455

DEFENDANTS

SUJA LIFE, LLC

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

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, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, etc.

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, 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): 15 U.S.C. Section 2301 et. seq. Brief description of cause: Plaintiff alleges that Defendant makes false claims regarding its juice products.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 02/05/2014 SIGNATURE OF ATTORNEY OF RECORD /s/ L. Timothy Fisher

IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)

- (Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA