

1 BLANK ROME LLP
2 Ana Tagvoryan (SBN 246536)
3 ATagvoryan@BlankRome.com
4 Elizabeth B. Kim (SBN 252408)
5 EKim@BlankRome.com
6 Dior T. Watanabe (SBN 261205)
7 Watanabe@BlankRome.com
8 2029 Century Park East, 6th Floor
9 Los Angeles, CA 90067
10 Telephone: 424.239.3400
11 Facsimile: 424.239.3434

12 Attorneys for Defendant
13 CARRINGTON TEA COMPANY, LLC

14 **UNITED STATES DISTRICT COURT**
15 **DISTRICT OF CALIFORNIA**

16 AMY BOULTON, on behalf of herself, all
17 others similarly situated, and the general
18 public,

19 Plaintiff,

20 vs.

21 CARRINGTON TEA COMPANY, LLC,

22 Defendants.

Case No.

**DEFENDANT THE
CARRINGTON TEA COMPANY,
LLC'S NOTICE OF REMOVAL
PURSUANT TO 28 U.S.C.
SECTIONS 1332, 1441, 1446 AND
1453**

1 **TO THE CLERK OF THE ABOVE ENTITLED COURT:**

2 **PLEASE TAKE NOTICE** that pursuant to 28 U.S.C. Sections 1332, 1441,
3 1446, and 1453, Defendant The Carrington Tea Company, LLC (“Carrington” or
4 “Defendant”) hereby removes the above-captioned matter from the Superior Court of
5 the State of California, Los Angeles County, to the United States District Court for the
6 Central District of California. The grounds for removal are as follows:

7 1. On or about February 4, 2016, Plaintiff Amy Boulton (“Plaintiff”)
8 commenced a putative class action in the Superior Court of California, Los Angeles
9 County, entitled *Amy Boulton, on behalf of herself, all others similarly situated, and*
10 *the general public v. Carrington Tea Company, LLC*, Case No. BC609360 (the “State
11 Court Action”). The complaint alleges three causes of action for alleged violations of
12 California Business and Professions Code Section 17200 et seq. (“Unfair Competition
13 Law” or “UCL”), California Business and Professions Code Section 17500 et seq.
14 (“False Advertising Law” or “FAL”) and Cal. Civ. Code Section 1750 et seq.
15 (“Consumer Legal Remedies Act” or “CLRA”). True and correct copies of the
16 Complaint, Civil Case Cover Sheet and Addendum are attached hereto as Exhibit “A.”

17 **GROUND FOR REMOVAL: CAFA**

18 2. Carrington removes the State Court Action pursuant to the Class Action
19 Fairness Act (“CAFA”), codified at 28 U.S.C. Section 1332(d). CAFA provides this
20 Court with original jurisdiction of this action and permits Carrington to remove the
21 State Court Action from the Los Angeles Superior Court to the United States District
22 Court for the Central District of California.

23 3. CAFA vests district courts with original jurisdiction over class actions
24 when: (1) they involve at least 100 putative class members; (2) the aggregate amount
25 in controversy for all putative class members exceeds \$5 million (exclusive of interest
26 and costs); and (3) any member of the putative class of plaintiffs is a citizen of a state
27 different from any defendant. 28 U.S.C. § 1332(d)(2), 1332(d)(5), 1453. These
28 requirements are satisfied, as set forth below.

1 4. Neither the permissive nor mandatory provisions of CAFA for declining
2 original jurisdiction are applicable to this action. *See* 28 U.S.C. §§ 1332(d)(3), (d)(4).
3 Accordingly, as discussed further below, federal jurisdiction is mandatory under
4 CAFA.

5 Class Action

6 5. The State Court Action is a class action as defined by CAFA. CAFA
7 defines “class action” to mean: “any civil action filed under Rule 23 of the Federal
8 Rules of Civil Procedure or similar State statute or rule of judicial procedure
9 authorizing an action to be brought by [one] or more representative persons as a class
10 action.” 28 U.S.C. § 1332(d)(1)(B).

11 6. Plaintiff filed the State Court Action as a putative class action on behalf
12 of herself and a proposed statewide class of plaintiffs. (*See* Ex. A, ¶ 127.)

13 7. The California statute governing the maintenance of class actions,
14 California Code of Civil Procedure Section 382, is analogous to Federal Rule of Civil
15 Procedure 23.

16 8. The State Court Action, therefore, falls within the definition of a “class
17 action” pursuant to CAFA.

18 Size of Putative Class

19 9. Plaintiff purports to represent a statewide class of individuals who
20 purchased, for personal or household use, and not for resale or distribution, Carrington
21 Farms Extra Virgin Coconut Oil or Carrington Farms Coconut Cooking Oil. (Ex. A, ¶
22 127.)

23 10. Plaintiff alleges the putative class is so numerous that joinder of all class
24 members would be impracticable. (*Id.* at ¶ 128.)

25 11. While Carrington does not know the exact number of putative class
26 members, in the last four years,¹ Carrington has shipped over 761,000 coconut oil

27
28 ¹ Carrington has assumed that the putative class period is four years pursuant to the
statute of limitations for claims brought under the UCL. Cal. Bus. & Prof. Code §

1 products to California distribution centers, which in turn, sell to California retailers,
2 who in turn sell to California consumers.² Given the number of Carrington’s products
3 shipped to California, the action involves at least 100 putative class members.

4 **Diversity of Citizenship**

5 12. The parties are minimally diverse. Carrington is a New Jersey limited
6 liability company with its principal place of business in Closter, New Jersey. (Ex. A,
7 ¶ 5.) Therefore, Carrington is a citizen of New Jersey. Plaintiff resides in Los
8 Angeles, California. (*Id.* at ¶ 4.) As such, because at least one member of the
9 proposed class is a citizen of a state different from that of Carrington, CAFA’s
10 minimum diversity of citizenship requirement is satisfied. 28 U.S.C. § 1332(d)(2)(A).

11 **Aggregate Amount in Controversy**

12 13. In general, whether the amount in controversy requirement has been
13 satisfied is determined from the face of the plaintiff’s complaint. *McGee v. Sentinel*
14 *Offender Serv’s, LLC*, 719 F.3d 1236, 1241-43 (11th Cir. 2013).

15 14. Where the complaint does not demand a dollar amount, a defendant must
16 provide “a short and plain statement” of the aggregate amount in controversy. *See*
17 *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 553, 190 L. Ed.
18 2d 495 (2014), citing 28 U.S.C. 1446(a). The Supreme Court advised “courts should
19 apply ‘the same liberal rules [to removal allegations] that are applied to other matters
20 of pleading.’” *Id.* Therefore, just as a “plaintiff’s amount-in-controversy allegation is
21 accepted if made in good faith” when the plaintiff invokes federal-court jurisdiction,
22 in the same way, “when a defendant seeks federal-court adjudication, the defendant’s
23 amount-in-controversy allegation should be accepted when not contested by the
24 plaintiff or questioned by the court.” *Id.*

25
26
27 17208. For the FAL and CLRA, the statute of limitations is three years. Cal. Civ.
Code § 1783; Cal. Code Civ. Proc. § 338(a).

28 ² Some distribution centers may distribute to retailers outside of California.

1 15. For purposes of federal jurisdiction, in actions seeking declaratory or
2 injunctive relief, “the amount in controversy is measured by the value of the object of
3 the litigation.” *Hunt v. Wash. State Apple Adver. Comm’n*, 432 U.S. 333, 347 (1977).

4 16. Here, Plaintiff’s Complaint does not seek a precise amount of damages or
5 mention the maximum potential worth of Plaintiff’s or class members’ damages. (*See*
6 Ex. A, Prayer for Relief). However, Plaintiff specifically claims she “suffered damage
7 in an amount equal to the amount she paid for the product.” (*Id.* ¶ 124.) Plaintiff also
8 seeks an order requiring Carrington “to disgorge all monies, revenues, and profits
9 obtained by means of any wrongful act or practice,” and “to pay restitution to restore
10 all funds acquired by means of any act or practice declared by this Court to be an
11 unlawful, unfair, or fraudulent business act or practice, or untrue and misleading
12 advertising,” and “[a]ny other and further relief that Court deems necessary, just, or
13 proper.” (*Id.*)

14 17. Although Carrington denies that Plaintiff is entitled to class certification
15 and/or that the purported claims have merit, given the scope of the alleged claims and
16 relief sought, the amount in controversy, as set forth in 28 U.S.C. Sections 1332(d)(2)
17 and (d)(6), exceeds \$5 million. Carrington shipped over 761,000 coconut oil products
18 to California distribution centers in the last three years—including 80,000 in 2012,
19 163,000 in 2013, and 518,000 in 2014 to February 2016. Applying the suggested
20 retail price to the products shipped, over \$10.4 million worth of Carrington coconut
21 oil products were shipped to California. Thus, the aggregate amount in controversy
22 totals over \$5 million.

23 18. Further, the amount in controversy may also include attorney’s fees. *See*
24 *Galt G/S v. JSS Scandanavia*, 142 F.3d 1150, 1155-56 (9th Cir. 1998). In this case,
25 Plaintiff seeks attorney’s fees and costs. (Ex. A., Prayer of Relief at ¶ G). Such fees
26 and costs, to the extent recoverable, only add to the value of the object of the
27 litigation, which already exceeds the required amount in controversy.

1 **SECTION 1446 PROCEDURAL REQUIREMENTS MET**

2 **Removal Is Timely**

3 19. This notice of removal is timely pursuant to Section 1446(b), as it is filed
4 within thirty (30) days after service of the Complaint. Plaintiff served Carrington with
5 a copy of the Complaint and a summons from the State Court Action on February 11,
6 2016. A true and correct copy of the summons is attached hereto as Exhibit "B."
7 Carrington filed this Notice within thirty days. Thus, the Notice is timely.

8 **All Other Procedural Requirements Met**

9 20. Section 1446(a) requires a removing party provide this Court a copy of
10 all "process, pleadings and orders" served on it in the State Court Action. The
11 Complaint and Summons, which are attached hereto as Exhibits "A" and "B,"
12 respectively, constitute all of the pleadings, process, and orders served on Carrington
13 in the State Court Action.

14 21. Pursuant to 28 U.S.C Section 1446(d), Carrington is filing a copy of the
15 Notice of Removal with the state court and serving Plaintiff with the same. A copy of
16 the Notice to the Los Angeles Superior Court (which is also being served on Plaintiff)
17 is attached hereto as Exhibit "C."

18 WHEREFORE, Carrington respectfully submits that: (1) CAFA applies to this
19 action, (2) even if CAFA does not apply to this action, this Court has original subject
20 matter jurisdiction pursuant to Sections 1332 and 1441; and (3) the procedural
21 requirements under Section 1446 are met;

22 WHEREFORE, Carrington consents to this removal;

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 WHEREFORE, Carrington hereby removes this action from the Superior Court
2 of California, Los Angeles County, to the United States District Court for the Central
3 District of California.

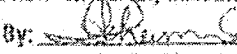
4
5 DATED: March 14, 2016 BLANK ROME LLP

6
7
8 By: /s/ Elizabeth B. Kim
9 Ana Tagvoryan
10 Elizabeth B. Kim
11 Dior T. Watanabe
12 Attorneys for Defendant
13 THE CARRINGTON TEA COMPANY, LLC

EXHIBIT A

1 OF 2

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): The Law Office of Jack Fitzgerald, PC Jack Fitzgerald (SBN 257370) 1636 Fourth Ave., Suite 202 San Diego, CA 92103 TELEPHONE NO: 619-692-3840 FAX NO: ATTORNEY FOR: Amy Boulton	FDH COURT USE ONLY CONFIRMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles FEB 04 2016 Sherri H. Marlow, Executive Officer/Clerk By:  , Deputy Ishayla Chambers
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS 111 North Hill St. MAILING ADDRESS 111 North Hill St. CITY AND ZIP CODE Los Angeles 90012 BRANCH NAME Central -- Stanley Mosk Courthouse	
CASE NAME: Amy Boulton et. al v. Carrington Tea Company, LLC	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: BC 6 09360 JUDGE: _____ DEPT.: _____	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PIP/DWD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIP/DWD (23) Non-PIP/DWD (Other) Tort <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIP/DWD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	--

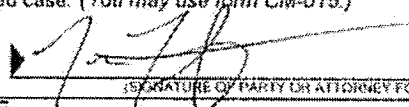
2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input checked="" type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 5
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-D15.)

Date: January 27, 2016
 Trevor Flynn

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

By Fax



NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

SHORT TITLE Boulton et al. v. Carrington Tea Company, LLC	CASE NUMBER 00609860
--	-------------------------

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 7 HOURS/DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|--|
| <ul style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. 2. May be filed in central (other county, or no bodily injury/property damage). 3. Location where cause of action arose. 4. Location where bodily injury, death or damage occurred. 5. Location where performance required or defendant resides. | <ul style="list-style-type: none"> 6. Location of property or permanently garaged vehicle. 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office. 11. Mandatory Filing Location (Hub Case) |
|---|--|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

By Fax

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 2, 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 2, 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 2, 3, 4, 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4 1, 4
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1, 3 1, 4.	

SHORT TITLE Boulton et al. v. Carrington Tea Company, LLC	CASE NUMBER
--	-------------

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 3	
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3	
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3	
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3	
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3	
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2, 3	
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3	
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10	
Contract	Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5	
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	2, 5, 6, 11 2, 5, 11 5, 6, 11	
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8	
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8	
	Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2
		Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 5
Other Real Property (26)		<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2, 6	
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2, 6	
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6	
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6	

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

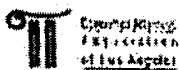


Superior Court of California
County of Los Angeles

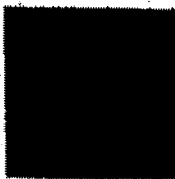


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, to *discuss and consider whether there can be agreement on the following*:
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
--------------	--------------

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lasuperiorcourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.

(INSERT DATE) (INSERT DATE)
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	(ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	(ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	(ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	(ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	(ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	>	_____
Date: _____ (TYPE OR PRINT NAME)	>	(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Court's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – DISCOVERY RESOLUTION		CASE NUMBER

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
--------------	--------------

- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
--------------	--------------

The following parties stipulate:

Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	✓	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER:	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			CASE NUMBER:

- This document relates to:
 - Request for Informal Discovery Conference
 - Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, **briefly** describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, **briefly** describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Court's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
--------------	--------------

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR PLAINTIFF)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR DEFENDANT)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR _____)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR _____)

THE COURT SO ORDERS.

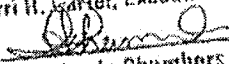
Date: _____

JUDICIAL OFFICER

1 THE LAW OFFICE OF
2 PAUL K. JOSEPH, PC
3 PAUL K. JOSEPH (SBN 287057)
4 paul@pauljosephlaw.com
5 4125 W. Pt. Loma Blvd. No. 206
6 San Diego, California 92110
7 Phone: (619) 767-0356
8 Fax: (619) 331-2943

CONFIRMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

FEB 04 2016

Shorri H. Carter, Executive Office/Clerk
By:  Deputy
Isheyla Chambers

7 THE LAW OFFICE OF
8 JACK FITZGERALD, PC
9 JACK FITZGERALD (SBN 257370)
10 jack@jackfitzgeraldlaw.com
11 TREVOR M. FLYNN (SBN 253362)
12 trevor@jackfitzgeraldlaw.com
13 MELANIE PERSINGER (SBN 275423)
14 melanie@jackfitzgeraldlaw.com
15 Hillcrest Professional Building
16 3636 Fourth Avenue, Suite 202
17 San Diego, California 92103
18 Phone: (619) 692-3840
19 Fax: (619) 362-9555

20 Counsel for Plaintiff and the Proposed Class

21 SUPERIOR COURT OF THE STATE OF CALIFORNIA
22 COUNTY OF LOS ANGELES

23 AMY BOULTON, on behalf of herself, all
24 others similarly situated, and the general
25 public,

26 Plaintiff,

27 v.

28 CARRINGTON TEA COMPANY, LLC,

Defendant.

Case No:

BC 6 09350

CLASS ACTION

COMPLAINT FOR VIOLATIONS OF
CAL. BUS. & PROF. CODE §§17200 et
seq.; CAL. BUS. & PROF. CODE
§§17500 et seq.; and CAL. CIV. CODE
§§ 1750 et seq.

DEMAND FOR JURY TRIAL

By Fax

1 Plaintiff Amy Boulton, on behalf of herself, all others similarly situated, and the
2 general public, by and through her undersigned counsel, hereby sues defendant Carrington
3 Tea Company, LLC (“Carrington”), and alleges the following upon her own knowledge, or
4 where she lacks personal knowledge, upon information and belief, including the investigation
5 of her counsel.

6 **INTRODUCTION**

7 1. Carrington misleadingly markets various Carrington Farms brand coconut oil
8 products as both inherently healthy, and a healthy alternative to butter and various cooking
9 oils, despite that coconut oil is actually inherently *unhealthy*, and a *less healthy* option to
10 these alternatives. Carrington’s coconut oil products’ labeling and advertising also violates
11 several federal and California state food regulations.

12 2. Plaintiff relied upon Carrington’s misleading and unlawful claims when
13 purchasing the Carrington Farms coconut oil products, and was damaged as a result. She
14 brings this action on behalf of herself, all others similarly situated, and the general public,
15 alleging violations of the California Consumer Legal Remedies Act, Cal. Civ. Code §§ 1750
16 *et seq.* (“CLRA”), Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.*
17 (“UCL”), and False Advertising Law, *id.* §§ 17500 *et seq.* (“FAL”). Plaintiff further alleges
18 that Carrington breached express and implied warranties under California law.

19 3. Plaintiff seeks an order, *inter alia*, compelling Carrington to (a) cease marketing
20 its coconut oil products using the misleading and unlawful tactics complained of herein, (b)
21 destroy all misleading, deceptive, and unlawful materials, (c) conduct a corrective advertising
22 campaign, (d) restore the amounts by which it has been unjustly enriched, and (e) pay
23 restitution and attorneys’ fees as allowed by law.

24 **PARTIES**

25 4. Plaintiff Amy Boulton is a resident of Los Angeles, California.

26 5. Defendant Carrington Tea Company, LLC is a New Jersey limited liability
27 company with its principal place of business at 7 Reuten Drive, Building A, Closter, New
28

1 Jersey, 07624. Carrington Tea Company, LLC is registered to do business in California under
2 entity number 201316210134.

3 **JURISDICTION & VENUE**

4 6. The California Superior Court has jurisdiction over this matter as a result of
5 Carrington's violations of the California Business and Professions Code, California Civil
6 Code, and California common law principles.

7 7. The aggregate restitution sought herein exceed the minimum jurisdictional limits
8 for the Superior Court and will be established at trial, according to proof.

9 8. The California Superior Court also has jurisdiction in this matter because there
10 is no federal question at issue, as the issues herein are based solely on California statutes and
11 law.

12 9. The Court has personal jurisdiction over Carrington because it has purposely
13 availed itself of the benefits and privileges of conducting business activities within California.

14 10. Venue is proper in Los Angeles County because plaintiff Amy Boulton resides
15 in Los Angeles, California and a substantial part of the events or omissions giving rise to the
16 claims occurred in Los Angeles County.

17 **FACTS**

18 **I. Saturated Fat Consumption Increases the Risk of Cardiovascular Heart Disease**
19 **and Other Morbidity**

20 **A. The Role of Cholesterol in the Human Body**

21 11. Cholesterol is a waxy, fat-like substance found in the body's cell walls. The body
22 uses cholesterol to make hormones, bile acids, vitamin D, and other substances. The body
23 synthesizes all the cholesterol it needs, which circulates in the bloodstream in packages called
24 lipoproteins, of which there are two main kinds—low density lipoproteins, or LDL
25 cholesterol, and high density lipoproteins, or HDL cholesterol.

26 12. LDL cholesterol is sometimes called "bad" cholesterol because it carries
27 cholesterol to tissues, including the arteries. Most cholesterol in the blood is LDL cholesterol.

1 13. HDL cholesterol is sometimes called “good” cholesterol because it takes excess
2 cholesterol away from tissues to the liver, where it is removed from the body.

3 **B. High Total and LDL Blood Cholesterol Levels are Associated with**
4 **Increased Risk of Morbidity, Including Coronary Heart Disease and Stroke**

5 14. Total and LDL cholesterol blood levels are two of the most important risk factors
6 in predicting coronary heart disease (CHD), with higher total and LDL cholesterol levels
7 associated with increased risk of CHD.¹

8 15. High LDL cholesterol levels are dangerous because “[e]levated blood LDL
9 cholesterol increases atherosclerotic lipid accumulation in blood vessels.”² That is, if there is
10 too much cholesterol in the blood, some of the excess may become trapped along artery walls.
11 Built up formations of cholesterol on arteries and blood vessels are called plaque. Plaque
12 narrows vessels and makes them less flexible, a condition called atherosclerosis.

13 16. This process can happen to the coronary arteries in the heart and restricts the
14 provision of oxygen and nutrients to the heart, causing chest pain or angina.

15 17. When atherosclerosis affects the coronary arteries, the condition is called
16 coronary heart disease, or CHD.

17 ///

18 ///

19
20
21 ¹ See, e.g., Dr. Dustin Randolph, *Coconut Oil Increases Cardiovascular Disease Risk and*
22 *Possible Death Due to Heart Attacks and Stroke* (Sept. 19, 2015) (“Heart attack and stroke
23 risk can be largely predicted based on total and LDL cholesterol levels in people” because “as
24 cholesterol levels increase so does one’s risk of symptomatic and deadly heart disease.”),
available at <http://www.pursueahealthyyou.com/2015/04/coconut-oil-increases-cardiovascular.html>.

25 ² USDA Center for Nutrition Policy and Promotion, *Dietary Saturated Fat and*
26 *Cardiovascular Health: A Review of the Evidence*, Nutrition Insight 44 (July 2011)
27 [hereinafter, “USDA, Review of the Evidence”], available at
http://www.cnpp.usda.gov/sites/default/files/nutrition_insights_uploads/Insight44.pdf.

1 18. Cholesterol-rich plaques can also burst, causing a blood clot to form over the
2 plaque, blocking blood flow through arteries, which in turn can cause an often-deadly or
3 debilitating heart attack or stroke.

4 19. Thus, “[f]or the health of your heart, lowering your LDL cholesterol is the single
5 most important thing to do.”³

6 **C. Saturated Fat Consumption Causes Increased Total and LDL Blood**
7 **Cholesterol Levels, Increasing the Risk of CHD and Stroke**

8 20. The consumption of saturated fat negatively affects blood cholesterol levels
9 because the body reacts to saturated fat by producing cholesterol. More specifically, saturated
10 fat consumption causes coronary heart disease by, among other things, “increas[ing] total
11 cholesterol and low density lipoprotein (LDL) cholesterol.”⁴

12 21. Moreover, “[t]here is a positive linear trend between total saturated fatty acid
13 intake and total and low density lipoprotein (LDL) cholesterol concentration and increased
14 risk of coronary heart disease (CHD).”⁵

15 22. This linear relationship between saturated fat intake and risk of coronary heart
16 disease is well established and accepted in the scientific community.

17 23. For example, the Institute of Medicine’s Dietary Guidelines Advisory
18 Committee “concluded there is strong evidence that dietary [saturated fatty acids] SFA
19
20
21

22 ³ Pritikin Longevity Center, *Is Coconut Oil Bad for You?*, available at
23 <https://www.pritikin.com/your-health/healthy-living/eating-right/1790-is-coconut-oil-bad-for-you.html>.

24 ⁴ USDA Review of the Evidence, *supra* n.2.

25 ⁵ Institute of Medicine, *Dietary Reference Intakes for Energy, Carbohydrate, Fiber, Fat, Fatty Acids, Cholesterol, Protein, and Amino Acids*, at 422 (2005) [hereinafter “IOM, Dietary Reference Intakes”], available at http://www.nap.edu/catalog.php?record_id=10490.

1 increase serum total and LDL cholesterol and are associated with increased risk of
2 [cardiovascular disease] CVD.”⁶

3 24. In addition, “[s]everal hundred studies have been conducted to assess the effect
4 of saturated fatty acids on serum cholesterol concentration. In general, the higher the intake
5 of saturated fatty acids, the higher the serum total and low density lipoprotein (LDL)
6 cholesterol concentrations.”⁷

7 25. Importantly, there is “no safe level” of saturated fat intake because “any
8 incremental increase in saturated fatty acid intake increases CHD risk.”⁸

9 26. For this reason, while the Institute of Medicine sets tolerable upper intake levels
10 (UL) for the highest level of daily nutrient intake that is likely to pose no risk of adverse
11 health effects to almost all individuals in the general population, “[a] UL is not set for
12 saturated fatty acids.”⁹

13 27. In addition, “[t]here is no evidence to indicate that saturated fatty acids are
14 essential in the diet or have a beneficial role in the prevention of chronic diseases.”¹⁰

15 28. Further, “[i]t is generally accepted that a reduction in the intake of SFA
16 [saturated fatty acids] will lower TC [total cholesterol] and LDL-cholesterol.”¹¹

17 ///

18 ///

20 _____
21 ⁶ USDA Review of the Evidence, *supra* n.2.

22 ⁷ IOM, Dietary Reference Intakes, *supra* n.5, at 481.

23 ⁸ *Id.* at 422.

24 ⁹ *Id.*

25 ¹⁰ *Id.* at 460.

26 ¹¹ Shanthi Mendis et al., *Coconut fat and serum lipoproteins: effects of partial replacement*
27 *with unsaturated fats*, 85 Brit. J. Nutr. 583, 583 (2001) [hereinafter “Mendis, Coconut fat”].

1 29. For these reasons, “reduction in SFA intake has been a key component of dietary
2 recommendations to reduce risk of CVD.”¹²

3 30. The Institute of Medicine’s Dietary Guidelines for Americans, for example,
4 “recommend reducing SFA intake to less than 10 percent of calories.”¹³ And “lowering the
5 percentage of calories from dietary SFA to 7 percent can further reduce the risk of CVD.”¹⁴

6 31. In short, consuming saturated fat increases the risk of CHD and stroke.¹⁵

7 **D. In Contrast to Saturated Fat, the Consumption of Dietary Cholesterol has**
8 **No Impact on Blood Cholesterol Levels**

9 32. For many years, there has been a common misperception that dietary cholesterol
10 affects blood cholesterol levels. According to the USDA and Department of Health and
11 Human Services (DHHS), however, “available evidence shows no appreciable relationship
12 between consumption of dietary cholesterol and serum cholesterol.”¹⁶

13 33. In fact, the USDA and DHHS have concluded that “Cholesterol is not a nutrient
14 of concern for overconsumption.”¹⁷

15 ///

16 ///

17 ///

18
19 ¹² USDA Review of the Evidence, *supra* n.2.

20 ¹³ *Id.*

21 ¹⁴ *Id.*

22 ¹⁵ See Mendis, Coconut fat, *supra* n.11, at 583.

23
24 ¹⁶ USDA & DHHS, *Dietary Guidelines for Americans*, Part D., Chapter 1, at 17 (2015)
25 [hereinafter “USDA & DHHS, Dietary Guidelines”], available at
26 <http://health.gov/dietaryguidelines/2015-scientific-report/pdfs/scientific-report-of-the-2015-dietary-guidelines-advisory-committee.pdf>.

27 ¹⁷ *Id.*

1 34. In contrast, the USDA and DHHS state that “[s]trong and consistent evidence
2 from [randomized control trials] shows that replacing [saturated fats] with unsaturated fats,
3 especially [polyunsaturated fats], significantly reduces total and LDL cholesterol.”¹⁸

4 35. Therefore, the USDA and DHHS specifically recommend replacing “tropical
5 oils (e.g., palm, palm kernel, *and coconut oils*)” with “vegetable oils that are high in
6 unsaturated fats and relatively low in SFA (e.g., soybean, corn, olive, and canola oils).”¹⁹

7 **II. Because of its High Saturated Fat Content, the Consumption of Coconut Oil**
8 **Increases the Risk of Cardiovascular Heart Disease and Other Morbidity**

9 36. Although it is well established that diets generally high in saturated fatty acids
10 increase the risk of CHD,²⁰ several studies have specifically shown that consuming coconut
11 oil—which is approximately 90 percent saturated fat—increases the risk of CHD and stroke.

12 37. For example, in 2001 the British Journal of Nutrition published a 62-week
13 intervention study that examined the “effect of reducing saturated fat in the diet . . . on the
14 serum lipoprotein profile of human subjects.”²¹ The study had two intervention phases. In
15 Phase 1 (8 weeks), “the total fat subjects consumed was reduced from 31 to 25 % energy . . .
16 by reducing the quantity of coconut fat (CF) in the diet from 17.8 to 9.3 % energy intake.”²²
17 “At the end of Phase 1, there was a 7.7 % reduction in cholesterol and 10.8 % reduction in
18 LDL and no significant change in HDL and triacylglycerol.”²³

19
20
21 ¹⁸ *Id.* Part D, Chapter 6, at 12.

22 ¹⁹ *Id.* (emphasis added).

23 ²⁰ *See* Mendis, Coconut fat, *supra* n.11, at 583.

24 ²¹ *Id.*

25 ²² *Id.*

26 ²³ *Id.*

1 38. In Phase 2 (52 weeks), the total fat consumed by subjects was reduced from 25
2 to 20 % energy by reducing the coconut fat consumption from 9.3 to 4.7 % energy intake.²⁴
3 At the end of phase 2, these subjects exhibited a 4.2% mean reduction of total cholesterol and
4 an 11% mean reduction in LDL cholesterol.²⁵

5 39. The authors of the study noted that “[a] sustained reduction in blood cholesterol
6 concentration of 1 % is associated with a 2-3 % reduction of the incidence of CHD (Law et
7 al. 1994).” Further, “[i]n primary prevention, a reduction of cholesterol by 20% has produced
8 a 31% reduction in recurrent coronary morbidity, a 33% reduction in coronary mortality, and
9 22% less total mortality (Grundy, 1997).”²⁶

10 40. Based on these relationships, the researchers estimated that “the reduction in
11 coronary morbidity and mortality brought about by the current dietary intervention would be
12 of the order of about 6-8 %.”²⁷

13 41. Simply put, the results of the yearlong study showed that reducing coconut oil
14 consumption “results in a lipid profile that is associated with a low cardiovascular risk.”²⁸

15 42. The detrimental health effects of consuming coconut oil are not limited to long-
16 term consumption. To the contrary, a 2006 study published in the Journal of the American
17 College of Cardiology found that consuming a single high-fat meal containing fat from
18 coconut oil “reduces the anti-inflammatory potential of HDL and impairs arterial endothelial
19
20
21

22 ²⁴ *Id.*

23 ²⁵ *Id.* at 586.

24 ²⁶ *Id.* at 588.

25 ²⁷ *Id.*

26 ²⁸ *Id.* at 587.

1 function.²⁹ In the study, researchers examined the effect of consuming a single isocaloric
2 meal that contained “1 g of fat/kg of body weight,” with “coconut oil (fatty acid composition:
3 89.6% saturated fat, 5.8% monounsaturated, and 1.9% polyunsaturated fat)” as the source of
4 fat.³⁰ They found that consuming the coconut oil meal significantly “reduces the anti-
5 inflammatory potential of HDL and impairs arterial endothelial function.”³¹ In contrast, when
6 the fat from the same isocaloric meal came from “safflower oil (fatty acid composition: 75%
7 polyunsaturated, 13.6% monounsaturated, and 8.8% saturated fat),” “the anti-inflammatory
8 activity of HDL improve[d].”³²

9 43. Other studies have similarly demonstrated that coconut oil consumption
10 negatively affects blood plasma markers when compared to other fats.

11 44. A 2011 study published in the American Journal of Clinical Nutrition found that
12 consuming coconut oil, unlike consuming palm olein and virgin olive oil, decreased
13 postprandial lipoprotein(a), which is associated with an increased the risk of cardiovascular
14 disease.³³

15 45. Similarly, a study comparing the effects of consuming coconut oil, beef fat, and
16 safflower oil found that coconut oil consumption had the worst effect on subjects’ blood lipid
17
18
19

20 ²⁹ Stephen J. Nicholls et al., *Consumption of Saturated Fat Impairs the Anti-Inflammatory*
21 *Properties of High-Density Lipoproteins and Endothelial Function*, 48 J. Am. Coll. Cardio.
715 (2006).

22 ³⁰ *Id.*

23 ³¹ *Id.*

24 ³² *Id.* at 715.

25
26 ³³ P.T. Voon et al., *Diets high in palmitic acid (16:0), lauric and myristic acids (12:0 + 14:0),*
27 *or oleic acid (18:1) do not alter postprandial or fasting plasma homocysteine and*
inflammatory markers in healthy Malaysian adults, 94 Am. J. Clin. Nutr. 1451 (2011).

1 profiles.³⁴ The authors noted that “[o]f these fats, only CO [coconut oil] appears to
2 consistently elevate plasma cholesterol when compared with other fats.”³⁵

3 46. Finally, in another study, researchers found that that subjects who consumed 30
4 percent of energy from fat, with 66.7% coming from coconut oil, had “increased serum
5 cholesterol, LDL, and apo B.”³⁶ Apo B is a protein involved in the metabolism of lipids and
6 is the main protein constituent of VLDL (very low-density lipoproteins) and LDL.
7 Concentrations of apo B tend to mirror those of LDL, so the higher the level of apo B, the
8 greater the risk of heart disease. In sum, the study found that consuming coconut oil increased
9 all three cholesterol markers, signifying an increased risk of cardiovascular disease.³⁷

10 **III. Carrington’s Manufacture, Marketing, and Sale of Carrington Farms Coconut** 11 **Oil**

12 **A. Carrington’s History and Sale of Coconut Oil**

13 47. Defendant has manufactured, distributed, marketed, and sold various Carrington
14 Farms brand coconut oil products on a nationwide since at least January 2013.

15 48. According to Carrington’s website, its products are sold nationally at major
16 retailers such as Walmart, Albertsons, Whole Foods Market, Sprouts Farmers Market, Meijer,
17 H.E.B., and Publix Supermarket, among others.³⁸

20
21 ³⁴ Raymond Reiser et al., *Plasma lipid and lipoprotein response of humans to beef fat,*
coconut oil and safflower oil, 42 *Am. J Clin. Nutr.* 190, 190 (1985).

22 ³⁵ *Id.*

23
24 ³⁶ V. Ganji & C.V. Kies, *Psyllium husk fiber supplementation to the diets rich in soybean or*
coconut oil: hypercholesterolemic effect in healthy humans, 47 *Int. J. Food Sci. Nutr.* 103
25 (Mar. 1996).

26 ³⁷ *Id.*

27 ³⁸ Carrington Farms, Store Locator, *available at* <http://carringtonfarms.com/store-locator>.

1 49. Carrington Farms brand coconut oil products challenged in this lawsuit include
2 at least the following, which are depicted below: (a) Extra Virgin Coconut Oil, and (b)
3 Coconut Cooking Oil, which comes in garlic, rosemary, sriracha, and unflavored varieties.



4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22 50. Carrington Farms Extra Virgin Coconut Oil is available in several sizes
23 including 54-fluid-ounce jars, 12- and 25-fluid-ounce tubs, and boxes of eight single-serve
24 packets. Carrington's Coconut Cooking Oil is available in 16-fluid-ounce bottles.

25 **B. The Composition of the Carrington Farms Coconut Oils**

26 51. The Nutrition Facts boxes for Carrington's Extra Virgin Coconut Oil and
27 Coconut Cooking Oil, respectively, are pictured below. Each 1 tablespoon (14 g or 15 mL)

1 serving of Carrington Farms coconut oil (whether “Extra Virgin,” or “Cooking”) contains
 2 130 calories, all of which come from fat: in each 14-gram serving there are 14 grams of fat.
 3 Further, each 14-gram serving of the Extra Virgin Oil contains 12 grams of saturated fat,
 4 while each 14-gram serving of the Cooking Oil contains 13 grams of saturated fat.

Nutrition Facts	
Serving Size: 1 tbsp (14g)	
Servings Per Container 109	
Amount Per Serving	% Daily Value*
Calories 130	Calories from Fat 130
Total Fat 14g	22%
Saturated Fat 12g	58%
Trans Fat 0g	
Polyunsaturated Fat 0g	
Monounsaturated Fat 0.5g	
Cholesterol 0mg	0%
Sodium 0mg	0%
Total Carbohydrates 0g	0%
Dietary Fiber 0g	
Sugars 0g	
Protein 0g	0%
Vitamin A 0%	Vitamin C 0%
Calcium 0%	Iron 0%
*Percent Daily Values are based on a 2,000 calorie diet.	
Ingredients: 100% Unrefined Organic Extra Virgin Coconut Oil	

Extra Virgin

Nutrition Facts	
Serving Size: 1 tbsp (15mL)	
Servings Per Container 32	
Amount Per Serving	% Daily Value*
Calories 130	Calories from Fat 130
Total Fat 14g	22%
Saturated Fat 13g	67%
Trans Fat 0g	
Polyunsaturated Fat <0.5g	
Monounsaturated Fat <0.5g	
Cholesterol 0mg	0%
Sodium 0mg	0%
Total Carbohydrates 0g	0%
Dietary Fiber 0g	0%
Sugars 0g	
Protein 0g	
Lauric Acid 0.7g	†
Caprylic Acid 4.6g	†
Capric Acid 3.7g	†
Vitamin A 0%	Vitamin C 0%
Calcium 0%	Iron 0%
* Percent Daily Values (DV) are based on a 2,000 calorie diet. † Daily value (DV) not established	
Ingredients: Coconut Oil	

Cooking

24 **IV. Carrington Markets its Carrington Farms Coconut Oil Products with Misleading**
 25 **Health and Wellness Claims**

26 52. Consumers are generally willing to pay more for foods they perceive as being
 27 healthy, or healthier than other alternatives. Nielsen’s 2015 Global Health & Wellness
 28

1 Survey, for instance, found that “88% of those polled are willing to pay more for healthier
2 foods.”³⁹

3 53. Carrington is well aware of consumer preference for healthful foods, and
4 therefore employs, and has employed, a strategic marketing campaign intended to convince
5 consumers that the Carrington Farms coconut oil products are healthy, despite that they are
6 almost entirely composed of unhealthy saturated fat.

7 54. Through statements placed directly on the labels of the Carrington Farms
8 coconut oil products, Carrington markets and advertises the products as both inherently
9 healthy, and healthy alternatives to butter and other oils, even though the products’ total and
10 saturated fat content render them both inherently unhealthy, and less healthy alternatives.
11 Moreover, Carrington’s labeling claims are designed to conceal or distract consumers from
12 noticing that its Carrington Farms coconut oils are pure fat, almost all of which is saturated
13 fat.

14 **1. Carrington Places Misleading Health and Wellness Claims Directly**
15 **on the Carrington Farms Extra Virgin Coconut Oil Label**

16 55. Below is an exemplar of the front of Carrington Farms Extra Virgin Coconut Oil
17 label.



27 ³⁹ Nancy Gagliardi, Forbes, Consumers Want Healthy Foods--And Will Pay More For Them
28 (Feb. 18, 2015) (citing Neilson, 2015 Global Health & Wellness Survey, at 11 (Jan. 2015)).

1 56. Below is an exemplar of the back of the Carrington Farms Extra Virgin Coconut
2 Oil label.

3 Carrington Farm's cold-pressed organic extra-virgin coconut oil
4 is the most nutritious oil and the perfect choice for your health
5 and energy! Coconut oil has been described by nutritionists as,
6 "The healthiest oil on earth." Our unrefined organic coconut oil
7 is simply pressed and bottled so it retains its original nutrient
8 content, flavor and color.

9 *Certified Organic

*Cold pressed, Extra Virgin

10 *Great tasting

*No Trans & Hydrogenated Fats

11 *Gluten Free

*Chemical Free

12 *Container is Hexane Free & BPA Free

13 *Perfect for healthy high heat cooking up to 350 F

14 COOKING: Use as a healthy and delicious replacement for
15 butter or fat; sauté vegetables, roast sweet potatoes, add to
16 smoothies or mix into oatmeal. Great in baked goods and over
17 popcorn!

18 BEAUTY AND HEALTH: Excellent as a natural moisturizer on
19 skin and hair.

20 Store in a cool dry place. No refrigeration necessary.

21 Coconut Oil in solid form will transform to liquid at tempera-
22 tures above 24°C (75°F). All health and nutrition properties
23 remain the same in either solid or liquid state.

24 Please note Coconut Oil can sometimes have browning that
25 settles to the bottom of the jar. This is indigenous to Extra
26 Virgin Coconut Oil.

27 57. Directly on the Carrington Farms Extra Virgin Coconut Oil label, Carrington
28 prominently places the phrase "Healthy Foods for a Healthy Soul." This claim taken
individually and in context of the label as a whole, is false and misleading because Carrington
Farms Extra Virgin Coconut Oil is actually unhealthy due to its high saturated fat content.

58. To further convince consumers to that the product is healthy, Carrington claims
that "Carrington Farm's cold-pressed organic extra virgin coconut oil is the most nutritious
oil and the perfect choice for your health and energy!" This claim, taken individually and in
context of the label as a whole, is false and misleading because Carrington Farms Extra Virgin

EXHIBIT A

2 OF 2

1 Coconut Oil is unhealthy and contains dangerous amounts of saturated fat, the consumption
2 of which causes morbidity including heart disease and stroke.

3 59. On the label, Carrington also states that “Coconut oil has been described by
4 nutritionists as ‘The healthiest oil on earth.’ Our unrefined organic coconut oil is simply
5 pressed and bottled so it retains its original nutrient content.” This claim taken individually
6 and in context of the label as a whole, is false and misleading because the Carrington Farms
7 Extra Virgin Coconut Oil is actually unhealthy due to its high saturated fat content.

8 60. The Extra Virgin Coconut Oil label states that it has “No Trans & Hydrogenated
9 Fats,” and is “perfect for healthy high heat cooking.” These claims taken individually and in
10 context of the label as a whole, even if in some sense literally true, are false and misleading
11 because Carrington Farms Extra Virgin Coconut Oil is actually unhealthy due to its high
12 saturated fat content.

13 61. In conjunction with these misleading health claims, the Carrington Farms Extra
14 Virgin Coconut Oil label encourages consumers to “use as a healthy and delicious
15 replacement for butter or fat.” This misleadingly suggests that replacing butter or other fats
16 with Carrington Farms Extra Virgin Coconut Oil is a healthy choice despite that doing so
17 would increase consumption of saturated fat and decrease consumption unsaturated fat,⁴⁰ and
18 despite that “Strong and consistent evidence from RCTs [randomized controlled trails] and
19 statistical modeling in prospective cohort studies shows that replacing SFA [saturated fatty
20 acids] with PUFA [polyunsaturated fatty acids] reduces the risk of CVD [cardiovascular
21 disease] events and coronary mortality.”⁴¹

22
23
24 ⁴⁰ The USDA’s National Nutrient Database for Standard Reference lists a 14 gram serving of
25 butter as being composed of 12 grams of fat, 7 of which are saturated, 3 of which are
26 monounsaturated, and .5 of which is polyunsaturated. See USDA Agricultural Research
27 Service, *National Nutrient Database for Standard Reference Release 28*, NDB No. 01001,
Butter, salted, available at <http://ndb.nal.usda.gov/ndb/foods>.

28 ⁴¹ USDA & HHS, Dietary Guidelines, supra n.16, Part D, Chapter 6 at 12.

62. Finally, Carrington claims that “[a]ll health and nutrition properties remain the same in either solid or liquid state.” This claim taken individually and in context of the label as a whole, is false and misleading because the Carrington Farms Extra Virgin Coconut Oil is actually unhealthy due to its high saturated fat content

63. Collectively these claims misleadingly imply, by affirmative representations and material omissions, that Carrington Farms Extra Virgin Coconut Oil is healthy, when it is not, and that it is healthier than butter and other fats or oils, which it is not.

64. In sum, the totality of the Carrington Farms Extra Virgin Coconut Oil label and packaging conveys the concrete message to a reasonable consumer that the product is healthy, and a more healthful alternative to butter and other fats. Carrington intended consumers to rely upon this message, which is false and misleading for the reasons stated herein.

2. Carrington Places Misleading Health and Wellness Claims Directly on the Carrington Farms Coconut Cooking Oil Label

65. Below are exemplars of the front and back of a Carrington Farms Coconut Cooking Oil label. The labels of the unflavored, garlic, rosemary, and sriracha varieties are identical (except in flavor name) and bear the same misleading claims.



A Healthy Cooking Oil Alternative

- Easily digestible
- Non-hydrogenated and free of harmful saturated and trans fatty acids
- Hexane-free, Solvent free and BPA free bottle
- Healthy alternative to Canola, Soybean, Vegetable, Olive Oil and Butter

Naturally Rich in Medium Chain Triglycerides (MCT)

- 5 times more MCTs than regular coconut oil
- MCTs are efficiently utilized by the body for energy production
- High in Lauric, Caprylic and Capric Acid
- Rapidly metabolized
- Excellent for a healthy lifestyle

	Bohannon et al	Carrington et al	Other et al	Carrington Farms Coconut Cooking Oil
MCT	NO	NO	NO	YES
LAURIC ACID	NO	NO	NO	YES
HEALTHY	NO	NO	NO	YES

1 66. As with the Carrington Farms Extra Virgin Coconut Oil, Carrington deceptively
2 markets its Carrington Farms Coconut Cooking Oil with a variety of labeling claims intended
3 to convince consumers that the product is healthy, and to conceal or distract from the fact that
4 it is pure fat, almost all of which is unhealthy saturated fat.

5 67. On the front of the label, Carrington prominently claims that Carrington Farms
6 Coconut Cooking Oil is “a healthy cooking oil” and a “natural energy source.” These claims
7 taken individually and in context of the label as a whole, are false and misleading because
8 Carrington Farms Coconut Cooking Oil is actually unhealthy due to its high saturated fat
9 content.

10 68. On the Carrington Farms Coconut Cooking Oil label, Carrington further
11 represents that the product is “a healthy cooking alternative,” and a “healthy alternative to
12 canola, soybean, vegetable, olive oil and butter.” This misleadingly suggests that replacing
13 canola, soybean, vegetable, olive oil and butter with Carrington Farms Coconut Cooking Oil
14 is a healthy choice despite that doing so would increase consumption of saturated fat and
15 decrease consumption unsaturated fat,⁴² and despite that “Strong and consistent evidence
16
17

18 ⁴² The USDA’s National Nutrient Database for Standard Reference lists a 14 gram serving of
19 butter as being composed of 12 grams of fat, 7 of which are saturated, 3 of which are
20 monounsaturated, and .5 of which is polyunsaturated; lists a 14 gram serving of canola oil as
21 being composed of 14 grams of fat, 1 of which is saturated, 9 of which are monounsaturated,
22 and 4 of which are polyunsaturated; lists a 13.6 gram serving of soybean oil as being
23 composed of 13.6 grams of fat, 2 of which are saturated, 3 of which are monounsaturated,
24 and 8 of which are polyunsaturated; lists a 13.6 gram serving of vegetable oil as being
25 composed of 13.6 grams of fat, 1 of which is saturated, 3 of which are monounsaturated, and
26 9 of which are polyunsaturated; and lists a 13.5 gram serving of olive oil as being composed
27 of 13.5 grams of fat, 2 of which are saturated, 10 of which are monounsaturated, and 1.5 of
28 which are polyunsaturated. See USDA Agricultural Research Service, *National Nutrient
Database for Standard Reference Release 28*, NDB No. 01001, Butter, salted; NDB No.
04582, Canola Oil, NDB No. 04044, Soybean Oil; NDB No. 04670, Vegetable Oil; NDB No.
04053, Olive Oil, available at <http://ndb.nal.usda.gov/ndb/foods>.

1 from RCTs and statistical modeling in prospective cohort studies shows that replacing SFA
2 with PUFA reduces the risk of CVD events and coronary mortality.”⁴³

3 69. To reinforce these misleading health claims, Carrington represents that
4 Carrington Farms Coconut Cooking Oil is “non-hydrogenated and free of harmful saturated
5 and trans fatty acids,” is “Naturally rich in medium chain triglycerides (MCT),” is “high in
6 Lauric, Caprylic, and Capric acid,” and has “5 times more MCT than regular coconut oil.”
7 These claims, taken individually and in context of the label as a whole, are false and
8 misleading (even to the extent some may be literally true) because the Carrington Farms
9 Coconut Cooking Oil is actually unhealthy due to its high saturated fat content.

10 70. In addition, Carrington claims “MCTs are efficiently utilized by the body for
11 energy production,” and “Rapidly metabolized, and “Excellent for a healthy lifestyle.” These
12 claims, taken individually and in context of the label as a whole, are false and misleading
13 because the Carrington Farms Coconut Cooking Oil is actually unhealthy due to its high
14 saturated fat content.

15 71. Further, the Carrington Farms Coconut Cooking Oil bears a chart comparing the
16 product to soybean, canola, and olive oils, misleadingly suggesting that the product is a
17 healthier alternative. This chart, taken individually and in context of the label as a whole, is
18 false and misleading (even to the extent some portions may be literally true) because the
19 Carrington Farms Coconut Cooking Oil is actually unhealthy due to its high saturated fat
20 content, and less healthy than these alternatives.

21 72. Collectively the claims on the Carrington Farms Coconut Cooking Oil labels
22 misleadingly imply, by affirmative representations and material omissions, that Carrington
23 Farms Coconut Cooking Oil is healthy, when it is not, and that it is healthier or more nutritious
24 than canola, soybean, vegetable, olive oil, and butter, which it is not.

25 73. In short, the totality of the labeling conveys the concrete message to a reasonable
26 consumer that Carrington Farms Coconut Cooking Oil is healthy, and a more healthful

27 _____
28 ⁴³ USDA & HHS, Dietary Guidelines, supra n.16, Part D, Chapter 6 at 12.

1 alternative to canola, soybean, vegetable, olive oil, and butter. Carrington intended consumers
2 to rely upon this message, which is false and misleading for the reasons stated herein.

3 **C. The Carrington Farms Website Contains Misleading Health and Wellness**
4 **Claims About the Coconut Oil Products**

5 74. The labels of the Carrington Farms coconut oil products direct consumers to the
6 Carrington Farms website (www.carringtonfarms.com), which Carrington uses as a platform
7 for furthering its health marketing campaign.

8 75. Through statements on the Carrington Farms website, Carrington portrays itself
9 as a company devoted making “health food products accessible to nutrition-conscious
10 consumers” and that “all of Carrington Farms’ vitamin and mineral-full health food products
11 are a great way to start adding a little more nutrition to everyday life.”⁴⁴

12 76. Carrington further assures consumers that “By staying on top of the latest
13 research and media, Carrington Farms is on the forefront of nutrition.”⁴⁵

14 77. The Carrington Farms website also extolls the “health benefits” of coconut oil
15 claiming that “Coconut Oil possesses a wide variety of benefits due to its fiber and nutritional
16 content.”⁴⁶

17 78. Carrington further claims that “Coconut oil is made up of medium chain fatty
18 acids (MCFA). These fatty acids do not have a negative effect on cholesterol. . . . MCT’s are
19 just now being used as cooking oils due to their beneficial properties. This type of triglyceride
20 is cholesterol-neutral, meaning it has a very small effect on serum cholesterol levels in the
21 body, and does not add trans-fats to formulas.”⁴⁷

22
23 ⁴⁴ Carrington Farms, About Us, <http://carringtonfarms.com/about-us>.

24
25 ⁴⁵ *Id.*

26 ⁴⁶ Carrington Farms, Health Benefits, <http://carringtonfarms.com/health-benefits>.

27
28 ⁴⁷ *Id.*

1 79. The Carrington Farms website goes on to state that “Lauric acid has been found
2 to protect your heart by reducing total cholesterol and enhancing HDL cholesterol, or good
3 cholesterol, levels.”⁴⁸

4 **IV. The Labeling of the Carrington Farms Coconut Oil Products Violates California**
5 **and Federal Law**

6 **A. Any Violation of Federal Food Labeling Statutes or Regulations is a**
7 **Violation of California Law**

8 80. Pursuant to the California Sherman Food, Drug, and Cosmetic Law, Cal. Health
9 & Safety Code §§ 109875 *et. seq.* (the “Sherman Law”), California has adopted the federal
10 food labeling requirements as its own, *see id.* § 110665 (“Any food is misbranded if its
11 labeling does not conform with the requirements for nutrition labeling as set forth in Section
12 403(q) (21 U.S.C. Sec. 343(q)) of the federal act and the regulation adopted pursuant
13 thereto.”).

14 81. The Federal Food, Drug, and Cosmetic Act expressly authorizes state
15 regulations, such as the Sherman Law, that are “identical to the requirement[s]” of the FDCA
16 and federal regulations. *See* 21 U.S.C. § 343-1.

17 82. Because the Sherman Law’s requirements are identical to the requirements of
18 the Federal Food, Drug, and Cosmetic Act and FDA regulations the Sherman law is explicitly
19 authorized by the FDCA.

20 **B. The Carrington Farms Coconut Oil Products’ False and Misleading**
21 **Labeling Claims Render the Products Misbranded Under California and**
22 **Federal Law**

23 83. Carrington’s deceptive statements described herein violate Cal. Health & Safety
24 Code § 109875, and 21 U.S.C. § 343(a), which deem a food misbranded if its labeling is
25 “false or misleading in any particular.”

26
27
28 ⁴⁸ *Id.*

1 84. In addition, the products' labeling is misleading, and thus misbranded, because
2 "it fails to reveal facts that are material in light of other representations." 21 C.F.R § 1.21.

3 **C. The Carrington Farms Coconut Oil Products are Misbranded Because**
4 **They Make Unauthorized Nutrient Content Claims**

5 85. The Carrington Farms coconut oil products are misbranded because their labels
6 bear nutrient content claims even though the products do not meet the requirements to make
7 such claims.

8 86. Under 21 U.S.C. § 343(r)(1)(A), a claim that characterizes the level of a nutrient
9 which is of the type required to be in the labeling of the food must be made in accordance
10 with a regulation promulgated by the Secretary (or, by delegation, FDA) authorizing the use
11 of such a claim. *See also* Cal. Health & Safety Code § 110670 ("Any food is misbranded if
12 its labeling does not conform with the requirements for nutrient content or health claims" set
13 by federal law.).

14 87. Characterizing the level of a nutrient on food labels and labeling of a product
15 without complying with the specific requirements pertaining to nutrient content claims for
16 that nutrient renders a product misbranded under 21 U.S.C. § 343(r)(1)(A).

17 88. The label of the Carrington Farms Extra Virgin Coconut Oil bears the phrases
18 "Our unrefined . . . coconut oil is simply pressed and bottled so it retains its original nutrient
19 content . . . No Trans & Hydrogenated Fats."

20 89. The label of the Carrington Farms Coconut Cooking Oil bears the phrases "non-
21 hydrogenated and free of harmful saturated and trans fatty acids," "Naturally rich in medium
22 chain triglycerides (MCT)," "high in Lauric, Caprylic, and Capric acid," and "5 times more
23 MCT than regular coconut oil."

24 90. These phrases meet the definition of nutrient content claims because they
25 characterize the level of trans fat, and fatty acids, in the coconut oil products, which are
26 nutrients of the type required to be in nutrition labeling. *See* 21 C.F.R. § 101.13(b)(1).

1 91. Under 21 C.F.R. § 101.13(h), a food that bears an express or implied nutrient
2 content claim, and that contains more than 13 grams of total fat or 4 grams of saturated fat
3 per serving, must also bear a disclosure statement on the label, immediately adjacent to the
4 claim, referring the consumer to nutrition information for that nutrient, e.g., “See nutrition
5 information for total fat and saturated fat content.” 21 C.F.R. § 101.13(h)(1).

6 92. Despite that both Carrington Farms coconut oil products contain 14 grams of
7 total fat and 12 or more grams of saturated fat per serving, their labels fail to bear these
8 mandatory disclosure statements, which provide consumers with material nutrition
9 information. Therefore, Carrington Farms Extra Virgin Coconut Oil and Carrington Farms
10 Coconut Cooking Oil are misbranded.

11 93. Further, even if the Carrington Farms coconut oil products had contained the
12 required disclosures, they would still be misbranded because “no trans fat” is an unauthorized
13 nutrient content claim that may not be used in the labeling of any foods. *See Reid v. Johnston*
14 *& Johnson*, 780 F.3d 952, 962-63 (2015). The FDA similarly has no defined nutrient content
15 claims for “non-hydrogenated,” or any statements about MCTs, but all such claims must, in
16 any event, be not misleading. *See* 21 C.F.R. § 101.13(i)(iii).

17 94. That Carrington’s labeling and marketing renders the product misbranded is
18 supported by the FDA’s sending Carrington a warning letter, on January 13, 2015, advising
19 the company of its violations. (*See* FDA Warning Letter to Carrington Farms, attached hereto
20 as **Exhibit 1**.)

21 95. Plaintiff and members of the Class would not have purchased the Carrington
22 Farms coconut oil products if they knew the products were and are misbranded pursuant to
23 California and federal regulations because their labels make unauthorized nutrient content
24 claims despite containing disqualifying amounts of total and saturated fat and omit material
25 information and disclosures.

26 ///

27 ///

1 **D. The Carrington Farms Coconut Oil Products are Misbranded Because**
2 **They Make Unauthorized Health Claims**

3 96. In addition, Carrington Farms coconut oil product labels are misbranded (and
4 also misleading), because the labels claim that the products are healthy based their nutrient
5 content, but the products do not meet the requirements for making such claims as set forth in
6 21 C.F.R. § 101.65(d).

7 97. The Carrington Farms Extra Virgin Coconut Oil label bears the claims “Healthy
8 Foods,” “The healthiest oil on earth,” “Perfect for healthy . . . cooking,” and “Use as a healthy
9 . . . replacement for butter or fat” in connection with the statement “Our unrefined . . . coconut
10 oil is simply pressed and bottled so it retains its original nutrient content . . . No Trans &
11 Hydrogenated Fats.”

12 98. The Carrington Farms Coconut Cooking Oil label bears the claims “a healthy
13 cooking oil,” “healthy alternative to canola, soybean, vegetable, olive oil and butter,”
14 “Excellent for a healthy lifestyle” in connection with the statements “non-hydrogenated and
15 free of harmful saturated and trans fatty acids,” “Naturally rich in medium chain triglycerides
16 (MCT),” “high in Lauric, Caprylic, and Capric acid,” and “5 times more MCT than regular
17 coconut oil.”

18 99. To “use the term ‘healthy’ or related terms (e.g., ‘health,’ ‘healthful,’
19 ‘healthfully,’ ‘healthfulness,’ ‘healthier,’ ‘healthiest,’ ‘healthily,’ and ‘healthiness’)” foods
20 must satisfy specific “conditions for fat, saturated fat, cholesterol, and other nutrients.” 21
21 C.F.R § 101.65(d)(2).

22 100. The Carrington Farms coconut oil products are “not specifically listed” in the
23 table contained in 21 C.F.R § 101.65(d)(2)(i), and therefore are governed by section (F) of
24 the table. *See* 101.65(d)(2)(i)(F).

25 101. Under 21 C.F.R. § 101.65(d)(2)(i)(F), to use a “healthy” term, a food must (1)
26 be “Low fat as defined in § 101.62(b)(2),” (2) be “Low saturated fat as defined in §
27 101.62(c)(2),” and (3) contain “At least 10 percent of the RDI [recommended daily intake]

1 or the DRV [dietary reference values] per RACC [reference amount customarily consumed]
2 of one or more of vitamin A, vitamin C, calcium, iron, protein or fiber.” See 21 C.F.R. §
3 101.65(d)(2)(i)(F) (incorporating by reference total fat requirement, 21 C.F.R. § 101.62(b)(2),
4 and saturated fat requirement, 21 C.F.R. § 101.62(c)(2)). In addition, the food must comply
5 “with the definition and declaration requirements in this part 101 for any specific nutrient
6 content claim on the label or in labeling.” 21 C.F.R. § 101.65(d)(2)(iii).

7 102. Section 101.62(b)(2)(i)(B) provides the applicable definition of “low fat” for the
8 Carrington Farms coconut oil products because they have RACCs (reference amounts
9 customarily consumed) and labeled servings of less than 30 grams.

10 103. Under section 101.62(b)(2)(i)(B), a food is low fat only if it “contains 3 g or less
11 of fat per reference amount customarily consumed and per 50 g of food.”

12 104. The Carrington Farms coconut oil products both contain 14 grams of total fat
13 per RACC or labeled serving, and 50 grams of total fat per 50 grams. Thus the Carrington
14 Farms coconut oil products do not meet the total fat requirement in section 101.65(d)(2)(i)(F),
15 and as a result, their use of a “healthy” term renders the products misbranded.

16 105. Under section 101.62(c)(2), a food is “low saturated fat” only if it “contains 1 g
17 or less of saturated fatty acids per reference amount customarily consumed and not more than
18 15 percent of calories from saturated fatty acids.”

19 106. The Carrington Farms Extra Virgin Coconut Oil contains 12 grams of saturated
20 fat per RACC or labeled serving, and approximately 86 percent of calories come from
21 saturated fat, while the Carrington Farms Coconut Cooking Oil contains 13 grams of saturated
22 fat per RACC or labeled serving, and approximately 93 percent of calories come from
23 saturated fat. The products therefore do not meet the saturated fat requirement in section
24 101.65(d)(2)(i)(F), and as a result, their use of a “healthy” term renders the products
25 misbranded.

26 107. Further, the Carrington Farms coconut oil products do not contain “at least 10
27 percent of the RDI or the DRV per RACC of one or more of vitamin A, vitamin C, calcium,
28

1 iron, protein or fiber,” 21 C.F.R. § 101.65(d)(2)(i)(F), and as a result, their use of a “healthy”
2 term renders the products misbranded.

3 108. Finally, the Carrington Farms coconut oil products, as explained above, fail to
4 comply “with the definition and declaration requirements in this part 101 for any specific
5 nutrient content claim on the label or in labeling,” 21 C.F.R. § 101.65(d)(2)(iii), further
6 rendering them misbranded.

7 109. In sum, the Carrington Farms coconut oil products bear unauthorized claims that
8 the products are healthy. The products do not meet the clear and specific criteria the FDA
9 (and by extension, California) requires for using the term healthy (and variations) to describe
10 a food. (*See* FDA Warning Letter to Carrington Farms, [Exhibit 1](#).)

11 110. Carrington’s use of the term healthy (and variations) to describe the Carrington
12 Farms coconut oil products not only violates 21 C.F.R. § 101.65 and renders the products
13 misbranded, but also misleads consumers regarding the nature of the oils, in the specific
14 manner the regulations are intended to prevent.

15 **IV. Plaintiff’s Purchase, Reliance, and Injury**

16 111. As best she recalls, Ms. Boulton has purchased Carrington Farms Extra Virgin
17 Coconut Oil twice. She believes her first purchase occurred in or around August 2015, when
18 she purchased a 12-fluid-ounce container from Sprouts located at 39 N. Rosemead Blvd.,
19 Pasadena, California 91107. As best she can recall, Ms. Boulton most recently purchased a
20 54-fluid-ounce container of Carrington Farms Extra Virgin Coconut Oil in or around October
21 of 2015 from Walmart.com, from her home in Los Angeles, California.

22 112. When deciding to purchase Carrington Farms Extra Virgin Coconut Oil, plaintiff
23 read and relied on the following claims (or claims substantially similar to the following
24 claims, which collectively conveyed the same health and wellness message as conveyed by
25 the following claims) on the product’s label:

26 a. “Healthy Foods for a Healthy Soul”
27
28

1 b. “Carrington Farm’s cold-pressed organic extra virgin coconut oil is the
2 most nutritious oil and the perfect choice for your health and energy!”

3 c. “Coconut oil has been described by nutritionists as ‘The healthiest oil on
4 earth. Our unrefined organic coconut oil is simply pressed and bottled so it retains its
5 original nutrient content”

6 d. “No Trans & Hydrogenated Fats”

7 e. “perfect for healthy high heat cooking”

8 f. “use as a healthy and delicious replacement for butter or fat” and

9 g. “All health and nutrition properties remain the same in either solid or
10 liquid state.”

11 113. Based on these representations, plaintiff believed the Carrington Farms Extra
12 Virgin Coconut Oil was healthy, healthier than butter and other fats or cooking oils, and
13 would not raise or otherwise detriment her blood cholesterol levels.

14 114. When purchasing Carrington Farms Extra Virgin Coconut Oil, plaintiff was
15 seeking a product that had the qualities described on the Carrington Farms Extra Virgin
16 Coconut Oil label, namely, a healthy, nutritious food that was better than butter, fats, and
17 other cooking oils, the consumption of which would not increase her risk of CHD, stroke, and
18 other morbidity.

19 115. The representations on the Carrington Farms Extra Virgin Coconut Oil label,
20 however, were false and misleading, and had the capacity, tendency, and likelihood to
21 confuse or confound plaintiff and other consumers acting reasonably (including the putative
22 Class) because, as described in detail herein, the products are not healthy but instead their
23 consumption increases the risk of CHD, stroke, and other morbidity.

24 116. Plaintiff is not a nutritionist, food expert, or food scientist, but rather a lay
25 consumer who did not have the specialized knowledge that Carrington had regarding the
26 nutrients present in its coconut oils.

1 117. Plaintiff acted reasonably in relying on the health and wellness claims that
2 Carrington intentionally placed on the Carrington Farms Extra Virgin Coconut Oil label with
3 the intent to induce average consumers into purchasing the product.

4 118. Plaintiff would not have purchased Carrington Farms Extra Virgin Coconut Oil
5 if she knew that it was misbranded pursuant to California and FDA regulations, or that its
6 labeling claims were false and misleading.

7 119. The Carrington Farms coconut oil products cost more than similar products
8 without misleading labeling, and would have cost less absent the false and misleading
9 statements.

10 120. Plaintiff paid more for the Carrington Farms Extra Virgin Coconut Oil, and
11 would only have been willing to pay less, or unwilling to purchase it at all, absent the false
12 and misleading labeling statements complained of herein.

13 121. For these reasons, the Carrington Farms Extra Virgin Coconut Oil was worth
14 less than what plaintiff paid for it.

15 122. Instead of receiving a product that had actual healthful qualities, the product
16 plaintiff received was one that is not healthy, but rather its consumption causes increased risk
17 of CHD, stroke, and other morbidity.

18 123. Plaintiff lost money as a result of Carrington's deceptive claims and practices in
19 that she did not receive what she paid for when purchasing Carrington Farms Extra Virgin
20 Coconut Oil.

21 124. Plaintiff detrimentally altered her position and suffered damages in an amount
22 equal to the amount she paid for the product.

23 125. Carrington's senior officers and directors allowed the Carrington Farms coconut
24 oil products to be sold with full knowledge or reckless disregard that the challenged claims
25 are fraudulent, unlawful, and misleading.

26 ///

27 ///

1 **CLASS ACTION ALLEGATIONS**

2 126. California Code of Civil Procedure section 382 provides that “when the question
3 is one of a common or general interest, of many persons, or when the parties are numerous,
4 and it is impracticable to bring them all before the court, one or more may sue or defend for
5 the benefit of all.”

6 127. While reserving the right to redefine or amend the class definition prior to
7 seeking class certification, plaintiff brings this suit as a class action pursuant to California
8 Code of Civil Procedure section 382 on behalf of herself and a Class of all persons in
9 California who purchased, for personal or household use, and not for resale or distribution,
10 Carrington Farms Extra Virgin Coconut Oil or Carrington Farms Coconut Cooking Oil (the
11 “Class”).

12 128. The members in the proposed Class are so numerous that individual joinder of
13 all members is impracticable, and the disposition of the claims of all Class Members in a
14 single action will provide substantial benefits to the parties and Court.

15 129. Questions of law and fact common to plaintiff and the Class include:

16 a. Whether Carrington communicated a message regarding
17 healthfulness of its coconut oil products through its packaging and advertising;

18 b. Whether that message was material, or likely to be material to a
19 reasonable consumer;

20 c. Whether the challenged claims discussed herein are false,
21 misleading, or reasonably likely to deceive a reasonable consumer, because of
22 the high saturated fat content of the Carrington Farms coconut oil products;

23 d. Whether Carrington’s conduct violates public policy;

24 e. Whether Carrington’s conduct violates state and federal food
25 statutes or regulations;

26 f. The proper amount of restitution;

1 g. The proper injunctive relief, including a corrective advertising
2 campaign; and

3 h. The proper amount of attorneys' fees.

4 130. These common questions of law and fact predominate over questions that affect
5 only individual Class Members.

6 131. Plaintiff's claims are typical of Class Members' claims because they are based
7 on the same underlying facts, events, and circumstances relating to Carrington's conduct.
8 Specifically, all Class Members, including plaintiff, were subjected to the same misleading
9 and deceptive conduct when they purchased the challenged products, and suffered economic
10 injury because the products were and are misrepresented. Absent Carrington's business
11 practice of deceptively and unlawfully labeling the Carrington Farms coconut oil products,
12 plaintiff and Class Members would not have purchased the products.

13 132. Plaintiff will fairly and adequately represent and protect the interests of the
14 Class, has no interests incompatible with the interests of the Class, and has retained counsel
15 competent and experienced in class action litigation, and specifically in litigation involving
16 the false and misleading advertising of foods.

17 133. Class treatment is superior to other options for resolution of the controversy
18 because the relief sought for each Class Member is small such that, absent representative
19 litigation, it would be infeasible for Class Members to redress the wrongs done to them.

20 134. Questions of law and fact common to the Class predominate over any questions
21 affecting only individual Class Members.

22 135. Carrington has acted on grounds applicable to the Class, thereby making
23 appropriate final injunctive and declaratory relief concerning the Class as a whole.

24 ///

25 ///

26 ///

27 ///

28

1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **Violations of the Unfair Competition Law,**
4 **Cal. Bus. & Prof. Code §§ 17200 *et seq.***

5 136. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint
6 as if set forth in full herein.

7 137. The UCL prohibits any “unlawful, unfair or fraudulent business act or practice.”
8 Cal. Bus. & Prof. Code § 17200.

9 138. The acts, omissions, misrepresentations, practices, and non-disclosures of
10 Carrington as alleged herein constitute business acts and practices.

11 **Fraudulent**

12 139. A statement or practice is fraudulent under the UCL if it is likely to deceive the
13 public, applying an objective reasonable consumer test.

14 140. As set forth herein, Carrington’s claims relating to the Carrington Farms coconut
15 oil products are likely to deceive reasonable consumers and the public.

16 **Unlawful**

17 141. The acts alleged herein are “unlawful” under the UCL in that they violate at least
18 the following laws:

- 19 • The False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.*;
20 • The Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*;
21 • The Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 301 *et seq.*; and
22 • The California Sherman Food, Drug, and Cosmetic Law, Cal. Health & Safety
23 Code §§ 110100 *et seq.*

24 **Unfair**

25 142. Carrington’s conduct with respect to the labeling, advertising, and sale of the
26 Carrington Farms coconut oil products was unfair because Carrington’s conduct was
27

1 immoral, unethical, unscrupulous, or substantially injurious to consumers, and the utility of
2 its conduct, if any, does not outweigh the gravity of the harm to its victims.

3 143. Carrington's conduct with respect to the labeling, advertising, and sale of the
4 Carrington Farms coconut oil products was and is also unfair because it violates public policy
5 as declared by specific constitutional, statutory or regulatory provisions, including but not
6 necessarily limited to the False Advertising Law, portions of the Federal Food, Drug, and
7 Cosmetic Act, and portions of the California Sherman Food, Drug, and Cosmetic Law.

8 144. Carrington's conduct with respect to the labeling, advertising, and sale of the
9 Carrington Farms coconut oil products was and is also unfair because the consumer injury
10 was substantial, not outweighed by benefits to consumers or competition, and not one
11 consumers themselves could reasonably have avoided.

12 145. Carrington profited from the sale of the falsely, deceptively, and unlawfully
13 advertised Carrington Farms coconut oil products to unwary consumers.

14 146. Plaintiff and Class Members are likely to continue to be damaged by
15 Carrington's deceptive trade practices, because Carrington continues to disseminate
16 misleading information. Thus, injunctive relief enjoining Carrington's deceptive practices is
17 proper.

18 147. Carrington's conduct caused and continues to cause substantial injury to plaintiff
19 and other Class Members. Plaintiff has suffered injury in fact as a result of Carrington's
20 unlawful conduct.

21 148. In accordance with Bus. & Prof. Code § 17203, plaintiff seeks an order enjoining
22 Carrington from continuing to conduct business through unlawful, unfair, and/or fraudulent
23 acts and practices, and to commence a corrective advertising campaign.

24 149. Plaintiff and the Class also seek an order for the restitution of all monies from
25 the sale of the Carrington Farms coconut oil products, which were unjustly acquired through
26 acts of unlawful competition.

1 **SECOND CAUSE OF ACTION**

2 **Violations of the False Advertising Law,**
3 **Cal. Bus. & Prof. Code §§ 17500 *et seq.***

4 150. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint
5 as if set forth in full herein.

6 151. The FAL provides that “[i]t is unlawful for any person, firm, corporation or
7 association, or any employee thereof with intent directly or indirectly to dispose of real or
8 personal property or to perform services” to disseminate any statement “which is untrue or
9 misleading, and which is known, or which by the exercise of reasonable care should be
10 known, to be untrue or misleading.” Cal. Bus. & Prof. Code § 17500.

11 152. It is also unlawful under the FAL to disseminate statements concerning property
12 or services that are “untrue or misleading, and which is known, or which by the exercise of
13 reasonable care should be known, to be untrue or misleading.” *Id.*

14 153. As alleged herein, the advertisements, labeling, policies, acts, and practices of
15 Carrington relating to the Carrington Farms coconut oil products misled consumers acting
16 reasonably as to the healthfulness of the products.

17 154. Plaintiff suffered injury in fact as a result of Carrington’s actions as set forth
18 herein because plaintiff purchased Carrington Farms Extra Virgin Coconut Oil in reliance on
19 Carrington’s false and misleading marketing claims stating or suggesting that the product,
20 among other things, is healthy, healthier than butter and other fats or oils.

21 155. Carrington’s business practices as alleged herein constitute unfair, deceptive,
22 untrue, and misleading advertising pursuant to the FAL because Carrington has advertised
23 the Carrington Farms coconut oil products in a manner that is untrue and misleading, which
24 Carrington knew or reasonably should have known, and omitted material information from
25 the products’ advertising.

26 156. Carrington profited from the sale of the falsely and deceptively advertised
27 Carrington Farms coconut oil products to unwary consumers.

1 157. As a result, plaintiff, the Class, and the general public are entitled to injunctive
2 and equitable relief, restitution, and an order for the disgorgement of the funds by which
3 Carrington was unjustly enriched.

4 158. Pursuant to Cal. Bus. & Prof. Code § 17535, plaintiff, on behalf of herself and
5 the Class, seeks an order enjoining Carrington from continuing to engage in deceptive
6 business practices, false advertising, and any other act prohibited by law, including those set
7 forth in this Complaint.

8 **THIRD CAUSE OF ACTION**

9 **Violations of the Consumer Legal Remedies Act,**

10 **Cal. Civ. Code §§ 1750 *et seq.***

11 159. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint
12 as if set forth in full herein.

13 160. The CLRA prohibits deceptive practices in connection with the conduct of a
14 business that provides goods, property, or services primarily for personal, family, or
15 household purposes.

16 161. Carrington's false and misleading labeling and other policies, acts, and practices
17 were designed to, and did, induce the purchase and use of the Carrington Farms coconut oil
18 products for personal, family, or household purposes by plaintiff and Class Members, and
19 violated and continue to violate the following sections of the CLRA:

20 a. § 1770(a)(5): representing that goods have characteristics, uses, or
21 benefits which they do not have;

22 b. § 1770(a)(7): representing that goods are of a particular standard, quality,
23 or grade if they are of another;

24 c. § 1770(a)(9): advertising goods with intent not to sell them as advertised;
25 and

26 d. § 1770(a)(16): representing the subject of a transaction has been supplied
27 in accordance with a previous representation when it has not.

1 162. Carrington profited from the sale of the falsely, deceptively, and unlawfully
2 advertised Carrington Farms coconut oil products to unwary consumers.

3 163. Carrington's wrongful business practices constituted, and constitute, a
4 continuing course of conduct in violation of the CLRA.

5 164. As a result, plaintiff and the Class have suffered harm, and therefore seek (a)
6 restitution in the amount of the total retail sales price of the Carrington Farms coconut oil
7 products sold to all Class Members, and (b) injunctive relief in the form of modified
8 advertising and a corrective advertising plan.

9 165. At this time plaintiff does not seek damages for Carrington's violation of the
10 CLRA, but reserves the right to amend the complaint and seek damages if Carrington fails to
11 remedy the violations within 30 days of its receipt of plaintiff's written notice, pursuant to
12 California Civil Code § 1782, of her claims and of the particular violations of § 1770.

13 166. In compliance with Cal. Civ. Code § 1780(d), plaintiff's affidavit of venue is
14 filed concurrently herewith, attached to the Complaint.

15 **PRAYER FOR RELIEF**

16 167. Wherefore, plaintiff, on behalf of herself, all others similarly situated and the
17 general public, prays for judgment against Carrington as to each and every cause of action,
18 and the following remedies:

19 A. An Order declaring this action to be a proper class action, appointing
20 plaintiff as class representative, and appointing undersigned counsel as class counsel;

21 B. An Order requiring Carrington to bear the cost of class notice;

22 C. An Order compelling Carrington to conduct a corrective advertising
23 campaign;

24 D. An Order compelling Carrington to destroy all misleading and deceptive
25 advertising materials and product labels, and to recall all offending products;

26 E. An Order requiring Carrington to disgorge all monies, revenues, and
27 profits obtained by means of any wrongful act or practice;

28

1 F. An Order requiring Carrington to pay restitution to restore all funds
2 acquired by means of any act or practice declared by this Court to be an unlawful,
3 unfair, or fraudulent business act or practice, or untrue or misleading advertising, plus
4 pre-and post-judgment interest thereon;

5 G. An award of attorneys' fees and costs; and

6 H. Any other and further relief that Court deems necessary, just, or proper.

7 **JURY DEMAND**

8 Plaintiff hereby demands a trial by jury on all issues so triable.

9
10 Dated: February 4, 2016

/s/ Paul K. Joseph

THE LAW OFFICE OF PAUL K. JOSEPH, PC

PAUL K. JOSEPH

paul@pauljosephlaw.com

4125 W. Point Loma Blvd. #206

San Diego, CA 92110

Phone: (619) 767-0356

Fax: (619) 331-2943

THE LAW OFFICE OF JACK FITZGERALD, PC

JACK FITZGERALD

jack@jackfitzgeraldlaw.com

TREVOR M. FLYNN

trevor@jackfitzgeraldlaw.com

MELANIE PERSINGER

melanie@jackfitzgeraldlaw.com

Hillcrest Professional Building

3636 Fourth Avenue, Suite 202

San Diego, California 92103

Phone: (619) 692-3840

Fax: (619) 362-9555

Counsel for Plaintiff and the Proposed Class

EXHIBIT B

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

CARRINGTON TEA COMPANY, LLC

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

AMY BOULTON, on behalf of herself, all others similarly situated, and the general public

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**CONFIRMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

FEB 04 2016

Sherril R. Carter, Executive Office/Clerk
By: *Ishayla Chambers*, Deputy
Ishayla Chambers

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Stanley Mosk Courthouse

111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER
(Número del Caso)
BC 609360

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Jack Fitzgerald, 3636 Fourth Ave., Suite 202, San Diego, CA 92104; 619-692-3840

DATE
(Fecha)

SHERRIL R. CARTER

Clerk, by
(Secretario)

Ishayla Chambers

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

FEB 04 2016

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. by personal delivery on (date):

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT – CLASS ACTION CASES
Case Number _____**

BC 6 09360

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT
Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 3.3(c)).

	ASSIGNED JUDGE	DEPT	ROOM
	Judge Elihu M. Berle	323	1707
	Judge William F. Highberger	322	1702
	Judge John Shepard Wiley, Jr.	311	1408
	Judge Kenneth Freeman	310	1412
	Judge Jane Johnson	308	1415
X	Judge Amy D. Hogue	307	1402
X	OTHER		

Instructions for handling Class Action Civil Cases

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Three Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

FEB 04 2016

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ SHERRI R. CARTER, Executive Officer/Clerk

LACIV CCW 190 (Rev09/13)
LASC Approved 05-06
For Optical Use

By Ishayla Chambers, Deputy Clerk

EXHIBIT C

1 BLANK ROME LLP
 Ana Tagvoryan (SBN 246536)
 2 ATagvoryan@BlankRome.com
 Elizabeth B. Kim (SBN 252408)
 3 EKim@BlankRome.com
 Dior T. Watanabe (SBN 261205)
 4 Watanabe@BlankRome.com
 2029 Century Park East, 6th Floor
 5 Los Angeles, CA 90067
 Telephone: 424.239.3400
 6 Facsimile: 424.239.3434

7 Attorneys for Defendant
 CARRINGTON TEA COMPANY, LLC

8
 9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 10 **COUNTY OF LOS ANGELES**

11
 12 AMY BOULTON, on behalf of herself, all others
 similarly situated, and the general public,

13 Plaintiff,

14 vs.

15 CARRINGTON TEA COMPANY, LLC,

16 Defendants.

Case No. BC609360

NOTICE OF REMOVAL TO FEDERAL COURT

Complaint Filed: February 4, 2016
 Trial Date: Not Set

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


TO THIS HONORABLE COURT, PLAINTIFF AND HIS COUNSEL OF RECORD:

PLEASE TAKE NOTICE that a Notice of Removal of this action was filed in the United States District Court for the Central District of California, Western Division, on March 14, 2016.

A copy of said Notice of Removal is attached to this Notice and is served and filed herewith as **Exhibit 1**.

DATED: March 14, 2016

BLANK ROME LLP

By:  _____
Ana Tagvoryan
Elizabeth B. Kim
Dior T. Watanabe
Attorneys for Defendant
CARRINGTON TEA COMPANY, LLC