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Superior Court of California  
County of Los Angeles

MAR 25 2019

Sherri R. Carter, Executive Officer/Clerk of Court  
By: Steven Drew, Deputy

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BY FAX

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JENNIFER O'NEIL, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

THE KROGER COMPANY, and DOES  
1 through 10, inclusive,

Defendants.

Case No. **19STCV10050**  
CLASS ACTION COMPLAINT

1. VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW, BUSINESS AND PROFESSIONS CODE § 17200, *et seq.*
2. FALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17500, *et seq.*
3. VIOLATION OF CALIFORNIA CONSUMERS LEGAL REMEDIES ACT, CIVIL CODE § 1750, *et. Seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff Jennifer O’Neil (“O’Neil” or “Plaintiff”), individually and on behalf  
2 of all other similarly situated purchasers of Kroger’s Deluxe Churned “Artisan”  
3 Vanilla Bean Light Ice Cream and Kroger’s Deluxe “Artisan” Vanilla Bean Ice  
4 Cream, the “Class”, brings this lawsuit against The Kroger Company (“Kroger”  
5 and/or “Defendant”) and Does 1 through 10, inclusive (sometimes collectively  
6 referred to herein as “Defendants”) upon personal knowledge as to Plaintiff’s own  
7 acts, and as to all other matters upon information and belief. Plaintiff seeks  
8 injunctive relief on behalf of a California class of consumers who within the last  
9 four years purchased Kroger’s Deluxe Churned “Artisan” Vanilla Bean Light Ice  
10 Cream and/or Kroger’s Deluxe “Artisan” Vanilla Bean Ice Cream (the  
11 “Product(s)”), which were deceptively labeled and advertised as “Artisan,” as  
12 depicted below:



1 **INTRODUCTION**

2 1. Kroger labels and advertises the Products as “artisan” vanilla bean ice  
3 creams. “Artisan” refers to a high quality or distinctive product made in small  
4 quantities, usually by hand using traditional methods by someone skilled in the  
5 trade. Artisan foods are handcrafted in small batches, to ensure quality control, as  
6 opposed to mass production.

7 2. However, Kroger does not handcraft or produce the Products in small  
8 batches. Kroger mass produces the Products through a highly mechanized process  
9 (using mediocre ingredients, including preservatives and artificial flavor enhancers).  
10 This is not the “artisanal” quality consumers expect to receive.

11 3. Yet, Kroger continues to advertise the Products as “artisan” to  
12 maximize profits by appealing to popular consumer trends. Kroger has realized that,  
13 based on the public’s affinity for small batch, high quality foods in a world market  
14 that is saturated with processed foods, there is a financial benefit to be derived in  
15 selling products claiming to be of artisanal production. Accordingly, Defendant  
16 labels and advertises its ice creams as “artisan,” even though the Products are not  
17 artisanal by any stretch of the imagination.

18 4. Plaintiff seeks to secure injunctive relief for the Class against  
19 Defendant for false and misleading advertising in violation of Business &  
20 Professions Code section 17200, *et seq.*, Business & Professions Code section  
21 17500, *et seq.* and Civil Code section 1750, *et seq.* Defendant made and continues  
22 to make false and misleading statements in its advertising of the Products.  
23 Specifically, Defendant labels the Kroger Deluxe Churned “Artisan” Vanilla Bean  
24 Light Ice Cream and Kroger Deluxe “Artisan” Vanilla Bean Ice Cream as “artisan”  
25 despite the Products’ non-specialized, mass production.

26 5. The false and misleading labeling and advertising of the alleged  
27 “artisan” Products violate the California Consumers Legal Remedies Act,  
28 particularly California Civil Code sections 1770(a)(5) and 1770(a)(7). As such,

1 Defendant has committed *per se* violations of Business & Professions Code section  
2 17200, *et seq.*, Business & Professions Code section 17500, *et seq.* and Civil Code  
3 section 1750, *et seq.*

4 6. On March 25, 2019, written notice was sent to Defendant Kroger via  
5 certified U.S. mail pursuant to Civil Code section 1750, *et seq.*, which set forth the  
6 contentions of the Class concerning the Kroger’s Deluxe Churned “Artisan” Vanilla  
7 Bean Light Ice Cream’s fraudulent advertising and outlined a demand for  
8 substantiation of the above-referenced claims and relief. The Deluxe Churned  
9 “Artisan” Vanilla Bean Light Ice Cream is a substantially similar product to  
10 Defendant’s Deluxe “Artisan” Vanilla Bean Ice Cream, thereby fulfilling the  
11 requirements of Civil Code section 1750, *et seq.*

12 **JURISDICTION AND VENUE**

13 7. This Court has jurisdiction over all causes of action asserted herein  
14 pursuant to the California Constitution, Article VI, section 10, because this case is a  
15 cause not given by statute to other trial courts.

16 8. Plaintiff has standing to bring this action pursuant to Business &  
17 Professions Code section 17200, *et seq.*

18 9. Out-of-state participants can be brought before this Court pursuant to  
19 the provisions of Code of Civil Procedure section 395.5.

20 10. Defendant is subject to personal jurisdiction in California based upon  
21 sufficient minimum contacts which exist between it and California.

22 11. Venue is proper in this Court because Defendant conducts business in  
23 Los Angeles County, Defendant receives substantial compensation from sales in  
24 Los Angeles County, and Defendant made numerous misrepresentations which had  
25 a substantial effect in Los Angeles County, including, but not limited to, print  
26 media, and internet advertisements, and on the Product’s packaging and labeling.  
27 Moreover, Plaintiff purchased the Products in Los Angeles County.  
28

1 **PARTIES**

2 12. Plaintiff Jennifer O’Neil is an individual residing in Los Angeles,  
3 California. O’Neil purchased the Product in California within the last four (4) years  
4 of the filing of this Complaint. Specifically, O’Neil purchased the Product in or  
5 around Winter 2018 at a Los Angeles County Ralphs supermarket. When  
6 purchasing the Product, O’Neil relied upon the claim “artisan” prominently and  
7 conspicuously displayed, front and center, on each and every product package, as  
8 well as on all other advertising and promotional material, such as the Kroger  
9 website and internet/print advertisements and promotions. O’Neil viewed and  
10 relied upon the “artisan” claim both at, and prior to, the point of sale.

11 13. The advertising statements were prepared and approved by Defendant  
12 and its agents and disseminated through its packaging, label, and national  
13 advertising media, containing the misrepresentations alleged herein and designed to  
14 encourage consumers to purchase the Products. In reliance on the label and  
15 marketing of the Product as “artisan,” O’Neil understood the Product was produced  
16 according to artisan standards in that it was not mass produced through automated  
17 mechanization by a non-specialized producer Had O’Neil known the Product was  
18 mass produced, and not artisan, she would not have purchased the Product. Plaintiff  
19 might want to purchase the Product again in the future if she could be sure that the  
20 Products were truly artisan, in that they were carefully crafted in small batches.

21 14. The Kroger Company is a corporation headquartered in Ohio. Kroger  
22 maintains its principal place of business at 1014 Vince Street Cincinnati, Ohio  
23 45202. Kroger offers the Products for sale at stores and retailers as well as through  
24 the internet, throughout the nation, including the State of California. Kroger,  
25 directly and through its agents, has substantial contacts with and receives substantial  
26 benefits and income from and through the State of California. Kroger is the owner  
27 and distributor of the Products and is the company that created and/or authorized  
28 the false, misleading, and deceptive advertisements and packaging for the Products.

1           15. The true names and capacities, whether individual, corporate, associate  
2 or otherwise of certain manufacturers, distributors, and/or their alter egos sued  
3 herein as DOES 1 through 10 inclusive are presently unknown to Plaintiff who  
4 therefore sue these Defendants by fictitious names. Plaintiff will seek leave of this  
5 Court to amend the Complaint to show their true names and capacities when the  
6 same have been ascertained. Plaintiff is informed and believes and based thereon  
7 allege that DOES 1 through 10 were authorized to do and did business in Los  
8 Angeles County. Plaintiff is further informed and believes and based thereon  
9 alleges that DOES 1 through 10 were and/or are, in some manner or way,  
10 responsible for and liable to Plaintiff for the events, happenings, and damages  
11 hereinafter set forth below.

12           16. Plaintiff is informed and believes and based thereon alleges that at all  
13 times relevant herein each of the Defendants was the agent, servant, employee,  
14 subsidiary, affiliate, partner, assignee, successor-in-interest, alter ego, or other  
15 representative of each of the remaining Defendants and was acting in such capacity  
16 in doing the things herein complained of and alleged.

17           17. In committing the wrongful acts alleged herein, Defendants planned  
18 and participated in and furthered a common scheme by means of false, misleading,  
19 deceptive, and fraudulent representations to induce members of the public to  
20 purchase the Products. Defendants participated in the making of such  
21 representations in that each did disseminate or cause to be disseminated said  
22 misrepresentations.

23           18. Defendants, upon becoming involved with the manufacture,  
24 distribution, advertising, marketing, and sale of the Products, knew or should have  
25 known that the claims about the Products and, in particular, the claims suggesting  
26 and outright stating that the Products are “artisan” when they do not meet artisanal  
27 production standards. Indeed, since the first time that the Products were advertised,  
28 Defendants have been aware that they have been falsely representing the

1 characteristics and effects of the Products. Defendants affirmatively misrepresented  
2 the nature and characteristics of the Products in order to convince a certain  
3 subsection of the public to purchase and use the Products, resulting in profits of  
4 hundreds of thousands of dollars or more to Defendants, all to the damage and  
5 detriment of the consuming public. Thus, in addition to the wrongful conduct  
6 herein alleged as giving rise to primary liability, Defendants further aided and  
7 abetted and knowingly assisted each other in breach of their respective duties and  
8 obligations as herein alleged.

9 **FACTS AND DEFENDANTS' COURSE OF CONDUCT**

10 19. As the growing concern over health and food safety has become more  
11 prevalent among the consuming public, so, too, have the incidences of false and  
12 misleading claims about such products. It is becoming more commonly known that  
13 certain claims on food packaging implies that a food is healthier, safer or produced  
14 to higher standards. The term “artisan” is one such claim.

15 20. In fact, countries such as Spain, Belgium, and Ireland have adopted a  
16 legal definition of the term “artisan” in order to ensure that food information is not  
17 misleading under the European Union Food Labeling rules. These countries  
18 acknowledge that the term carries a *specific meaning* for consumers and have  
19 developed legislation to ensure those expectations are met.

20 21. In an effort to capitalize on consumers’ increasing desire (and  
21 willingness to pay more) for high quality, trendy products, manufacturers, including  
22 Kroger, routinely make false and/or misleading claims about the benefits and  
23 characteristics of a product and advertise their products as though they maintain  
24 characteristics they do not have and that the manufacturer cannot validate with  
25 competent and reliable evidence so as to make receiving the intended benefit  
26 illusory.

27 22. Kroger manufactures, packages, distributes, advertises, markets, and  
28 sells food products under the brand name “Kroger.” The Products at issue are the

1 Kroger Deluxe “Artisan” Vanilla Bean Ice Cream and the Kroger Deluxe Churned  
2 “Artisan” Vanilla Bean Light Ice Cream.

3 23. Defendant labels and advertises the Products as “Artisan”, a term which  
4 appears largely on the front and center of the Product packaging, and which  
5 pervades Kroger’s entire advertising campaign for this separate and distinct  
6 category of products sold by Kroger.

7 24. Defendant has used the term “artisan” on these Products as opposed to  
8 its other ice creams because it knows that the term carries a specific meaning among  
9 consumers. “Artisan” indicates a special, careful manufacturing process usually  
10 made by hand, which is a specialty product which is distinguished from  
11 Defendant’s other vanilla ice creams.

12 25. Defendant’s use of the term is specific and measurable. Defendant’s  
13 “artisan” label is intended to communicate a message to consumers.

14 26. The Products are marketed and sold throughout retailers in California  
15 with this packaging and labeling.

16 27. In addition to the packaging and labeling of the Products, Defendant’s  
17 official website ([www.kroger.com](http://www.kroger.com)), commercial and print media reiterate the  
18 “artisan” claim on the Products.

19 28. When purchasing the Product, Plaintiff relied upon the label “artisan”  
20 as well as the overall marketing of the Products as “artisan”, and was led to believe  
21 based on the foregoing, that the Product was of artisanal quality in that it was  
22 produced in high quality, small quantities, and by hand using traditional methods—  
23 not mass produced through mechanization. Had Plaintiff known the Product was not  
24 of artisan production, she would not have purchased the Product.

25 29. Defendant’s labeling and claims about the Products as “artisan” lead  
26 consumers to believe that the Products are indeed of artisan standard. This means,  
27 therefore, that the public is led to believe the Products, at a minimum, did not  
28



1 undergo standard mass production. The public is further led to believe the Products  
2 will be of a higher standard, healthier, and, therefore, safer.

3 30. The Products were advertised and promoted and differentiated from its  
4 other non-“artisanal” products as “artisan.” They are not artisan products. In point  
5 of fact, the Products constitute no characteristics of an artisan product.

6 31. Accordingly, Kroger’s claims are false, deceptive, and misleading, as  
7 the Products are mass produced through mechanization by a corporation that  
8 specializes in general food packaging, and distributing.

9 32. During the course of its false, misleading, and deceptive advertising  
10 campaign, Defendant has sold hundreds of thousands of units or more of the  
11 Products based upon Defendant’s false promises. Plaintiff and the Class have  
12 suffered injury in fact and have lost money as a result of Defendant’s false  
13 representations.

14 **CLASS ACTION ALLEGATIONS**

15 33. Plaintiff brings this action on his own behalf and on behalf of all other  
16 persons similarly situated. The Class which Plaintiff seeks to represent comprises:

17 “All persons who purchased the Products in the State of  
18 California for personal use and not for resale during the  
19 time period of four years prior to the filing of the  
20 complaint through the present.”

21 Said definition may be further defined or amended by additional pleadings,  
22 evidentiary hearings, a class certification hearing, and orders of this Court.

23 34. The Class is comprised of many thousands of persons throughout the  
24 State of California. The Class is so numerous that joinder of all members is  
25 impracticable and the disposition of their claims in a class action will benefit the  
26 parties and the Court.

27 35. There is a well-defined community of interest in the questions of law  
28 and fact involved affecting the parties to be represented in that the Class was

1 exposed to the same common and uniform false and misleading advertising and  
2 omissions. The questions of law and fact common to the Class predominate over  
3 questions which may affect individual Class members. Common questions of law  
4 and fact include, but are not limited to, the following:

- 5 a. Whether Defendant's conduct is an unlawful business act or practice  
6 within the meaning of Business and Professions Code section 17200, *et*  
7 *seq.*;
- 8 b. Whether Defendant's conduct is a fraudulent business act or practice  
9 within the meaning of Business and Professions Code section 17200, *et*  
10 *seq.*;
- 11 c. Whether Defendant's conduct is an unfair business act or practice within  
12 the meaning of Business and Professions Code section 17200, *et seq.*;
- 13 d. Whether Defendant's advertising is untrue or misleading within the  
14 meaning of Business and Professions Code section 17500, *et seq.*;
- 15 e. Whether Defendant made false and misleading representations in its  
16 advertising and labeling of the Products;
- 17 f. Whether Defendant knew or should have known that the representations  
18 were false;
- 19 g. Whether Defendant represented that the Products have characteristics,  
20 benefits, uses, or quantities which they do not have; and
- 21 h. Whether Defendant knew or should have known that the representations  
22 were false.

23 36. Plaintiff's claims are typical of the claims of the proposed Class, as the  
24 representations and omissions made by Defendant are uniform and consistent and  
25 are contained in advertisements and on packaging that was seen and relied on by  
26 Plaintiff and members of the class.

1           37. Plaintiff will fairly and adequately represent and protect the interests of  
2 the proposed Class. Plaintiff has retained competent and experienced counsel in  
3 class action and other complex litigation.

4           38. Plaintiff and the Class have suffered injury in fact and have lost money  
5 as a result of Defendant's false, deceptive, and misleading representations.

6           39. Plaintiff would not have purchased the Product but for the  
7 representations by Defendant about the Product.

8           40. The Class is identifiable and readily ascertainable. Notice can be  
9 provided to such purchasers using techniques and a form of notice similar to those  
10 customarily used in class actions, and by internet publication, radio, newspapers,  
11 and magazines.

12           41. A class action is superior to other available methods for fair and  
13 efficient adjudication of this controversy. The expense and burden of individual  
14 litigation would make it impracticable or impossible for proposed members of the  
15 Class to prosecute their claims individually.

16           42. The trial and the litigation of Plaintiff's claims are manageable.

17           43. Defendant has acted on grounds generally applicable to the entire Class,  
18 thereby making final injunctive relief and/or corresponding declaratory relief  
19 appropriate with respect to the Class as a whole. The prosecution of separate actions  
20 by individual Class members would create the risk of inconsistent or varying  
21 adjudications with respect to individual member of the Class that would establish  
22 incompatible standards of conduct for Defendant.

23           44. Absent a class action, Defendant will likely retain the benefits of its  
24 wrongdoing. Because of the small size of the individual Class members' claims,  
25 few, if any, Class members could afford to seek legal redress for the wrongs  
26 complained of herein. Absent a representative action, the Class members will  
27 continue to suffer losses and Defendant will be allowed to continue these violations  
28 of law and to retain the proceeds of its ill-gotten gains.

1 **COUNT ONE**

2 **VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW**

3 **BUSINESS & PROFESSIONS CODE § 17200, et seq.**

4 **(By Plaintiff against all Defendants)**

5 45. Plaintiff repeats and re-alleges the allegations set forth in the preceding  
6 paragraphs and incorporates the same as if set forth herein at length.

7 46. This cause of action is brought pursuant to Business and Professions  
8 Code section 17200, *et seq.*, on behalf of Plaintiff and a Class consisting of all  
9 persons residing in the State of California who purchased the Products for personal  
10 use and not for resale during the time period of four years from the filing of the  
11 complaint through the present.

12 47. Defendant in its advertising and packaging of the Products make false  
13 and misleading statements regarding the quality and characteristics of the Products,  
14 particularly that it is “artisan”. Such claims appear on the label and packaging of  
15 the Products which are sold at retailers (including grocery stores such as Ralphs) in  
16 California, as well as on print and television advertisement and Kroger’s official  
17 website.

18 48. The Merriam-Webster’s dictionary defines the term “artisan,” as “a  
19 person or company that produces something in limited quantities often using  
20 traditional methods.” *See*, [https://www.merriam webster.com/dictionary/artisan](https://www.merriam-webster.com/dictionary/artisan).

21 49. Defendant’s claims about the Products lead people, including Plaintiff,  
22 to believe that the Products are of artisan quality in that, at a minimum, they do not  
23 undergo mechanized mass-production.

24 50. Defendant does not have any reasonable basis for the claims about the  
25 Products made in Defendant’s advertising and on Defendant’s packaging or label  
26 because the Products indeed are mass-produced using automated processes.

27 51. Defendant knew that the claims that it made and continues to make  
28 about the Products are false, and misleading.

1           52. As alleged in the preceding paragraphs, the misrepresentations by  
2 Defendant of the material facts detailed above constitute an unfair, unlawful, and  
3 fraudulent business practice within the meaning of California Business &  
4 Professions Code section 17200.

5           53. In addition, Defendant's use of various forms of advertising media to  
6 advertise, call attention to, or give publicity to the sale of goods or merchandise  
7 which are not as represented in any manner constitutes unfair competition, unfair,  
8 deceptive, untrue or misleading advertising, and an unlawful business practice  
9 within the meaning of Business & Professions Code sections 17200 and 17531,  
10 which advertisements have deceived and are likely to deceive the consuming public,  
11 in violation of Business & Professions Code section 17200.

12           54. There were reasonably available alternatives to further Defendant's  
13 legitimate business interests, other than the conduct described herein.

14           55. All of the conduct alleged herein occurs and continues to occur in  
15 Defendant's business. Defendant's wrongful conduct is part of a pattern or  
16 generalized course of conduct repeated on thousands of occasions daily.

17           56. Pursuant to Business & Professions Code sections 17203 and 17535,  
18 Plaintiff and the members of the Class seek an order of this Court enjoining  
19 Defendant from continuing to engage, use, or employ its practice of advertising the  
20 sale and use of the Products. Likewise, Plaintiff and the members of the Class seek  
21 an order requiring Defendant to disclose such misrepresentations. to preclude  
22 Defendant's failure to disclose the existence and significance of said  
23 misrepresentations.

24           57. Plaintiff and the Class have suffered injury in fact and have lost money  
25 or property as a result of and in reliance upon Defendant's false representations.

26           58. Plaintiff would not have purchased the Product but for the  
27 representations by Defendant about the Product as being "artisan".  
28

1 **COUNT TWO**

2 **FALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS**

3 **& PROFESSIONS CODE § 17500, et seq.**

4 **(By Plaintiff against all Defendants)**

5 59. Plaintiff repeats and re-alleges the allegations set forth in the preceding  
6 paragraphs and incorporates the same as if set forth herein at length.

7 60. This cause of action is brought pursuant to Business and Professions  
8 Code section 17500, *et seq.*, on behalf of Plaintiff and the Class consisting of all  
9 persons residing in the State of California who purchased the Products for personal  
10 use and not for resale during the time period of four years prior to the filing of the  
11 complaint through the present.

12 61. Defendant in its advertising and packaging of the Products make false  
13 and misleading statements regarding the quality and characteristics of the Products,  
14 particularly that they are “artisan”. Such claims appear on the label and packaging  
15 of the Products which are sold at retailers (including grocery stores such as Ralphs)  
16 as well as on television commercials and Kroger’s official website.

17 62. Defendant’s claims about the Products lead people, including Plaintiff,  
18 to believe that the Products are of artisan quality in that, at a minimum, they do not  
19 undergo mechanized mass-production.

20 63. Defendant does not have any reasonable basis for the claims about the  
21 Products made in Defendant’s advertising and on Defendant’s packaging or label  
22 because the Products indeed are mass-produced using automated processes.

23 64. Defendant knew that the claims that it made and continues to make  
24 about the Products are false and misleading.

25 65. Plaintiff would not have purchased the Product but for the  
26 representations by Defendant about the Product as being “artisan”.

27 66. Plaintiff and the Class have suffered injury in fact as a result of and in  
28 reliance upon Defendant’s false representations.



1           72. The Class consists of thousands of persons, the joinder of whom, is  
2 impracticable.

3           73. There are questions of law and fact common to the class, which  
4 questions are substantially similar and predominate over questions affecting the  
5 individual members, including but not limited to: (a) Whether Defendant  
6 represented that the Products have characteristics, benefits, uses, or quantities which  
7 they do not have; (b) Whether the existence, extent, and significance of the major  
8 misrepresentations regarding the purported benefits, characteristics, and efficacy of  
9 the Products violate the Act; and (c) Whether Defendant knew of the existence of  
10 these misrepresentations.

11           74. The policies, acts, and practices heretofore described were intended to  
12 result in the sale of the Products to the consuming public, and violated and continue  
13 to violate section 1770(a)(5) of the Act by representing that the Products have  
14 characteristics, benefits, uses, or quantities which they do not have.

15           75. Defendants fraudulently deceived Plaintiff and the Class by  
16 representing that the Products have certain characteristics, benefits, uses, and  
17 qualities which they do not have. In doing so, Defendant intentionally  
18 misrepresented and concealed material facts from Plaintiff and the Class,  
19 specifically by claiming that the Products are “artisan” when in fact they are mass  
20 produced through automated processes without any special care or attention to  
21 quality. Said misrepresentations and concealment were done with the intention of  
22 deceiving Plaintiff and the Class and depriving them of their legal rights and  
23 money.

24           76. Defendant’s claims about the Products lead people, including Plaintiff,  
25 to believe that the Products are produced according to “artisan” standards.

26           77. Defendant knew that it could not back the claims concerning the  
27 Products’ purported “artisan” quality.

28



1           78. Defendant’s actions as described hereinabove were done with conscious  
2 disregard of Plaintiff’s rights, and Defendant was wanton and malicious in its  
3 concealment of same.

4           79. Plaintiff and the Class have suffered injury in fact as a result of and in  
5 reliance upon Defendant’s false representations.

6           80. The Products as purchased by the Plaintiff and the Class were and are  
7 unsatisfactory and worth less than the amount paid for.

8           81. Plaintiff would not have purchased the Product but for the  
9 representations by Defendant about the Product as being “artisan”.

10           82. Pursuant to section 1780(a) of the Act, Plaintiff seeks injunctive relief  
11 in the form of an order enjoining the above-described wrongful acts and practices of  
12 Defendant, including, but not limited to, an order:

13           A. Enjoining Defendant from continuing to make the statements  
14 set forth above (i.e., “artisan”);

15           B. Enjoining Defendant from continuing to offer for sale any unit  
16 of the Products that contains any false and or misleading  
17 statements and claims in its advertising or on its packaging  
18 and/or its label, including, without limitation, those statements  
19 and claims set forth above;

20           C. Enjoining Defendant from continuing to use the packaging and  
21 label that it presently uses for the Products; and

22           D. Enjoining Defendant from distributing such false advertising  
23 and misrepresentations.

24           83. Plaintiff shall be irreparably harmed if such an order is not granted.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, prays for judgment and relief on all Causes of Action as follows:

- A. An order certifying that the action may be maintained as a Class Action;
- B. An order enjoining Kroger from pursuing the policies, acts, and practices complained of herein;
- C. Reasonable attorney fees;
- D. Costs of this suit; and
- E. Such other and further relief as the Court may deem necessary or appropriate.

**JURY TRIAL DEMANDED**

Plaintiff demands a jury trial on all triable issues.

DATED: March 25, 2019

**CLARKSON LAW FIRM, P.C.**

\_\_\_\_\_  
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 Attorneys Plaintiffs and the  
 Plaintiff Class