

LAW OFFICES OF RONALD A. MARRON

RONALD A. MARRON (SBN 175650)

ron@consumersadvocates.com

651 Arroyo Drive

San Diego, CA 92103

Telephone: (619) 696-9006

Facsimile: (619) 564-6665

[additional attorneys on signature page]

Attorneys for Plaintiff and the Proposed Class

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

) Case No.: '20CV1928 TWR JLB

Mary Tedesco, on behalf of herself, all
others similarly situated, and the general
public,

) CLASS ACTION

) **CLASS ACTION COMPLAINT**

Plaintiff,

vs.

Grand Brands, Inc., a Delaware
corporation, dba True Citrus or True
Lemon,

Defendant.

Table of Contents

I.	Introduction	- 2 -
II.	Jurisdiction and Venue	- 4 -
III.	The Parties	- 5 -
IV.	Nature of the Action	- 5 -
V.	Factual Allegations	- 7 -
a.	Defendant Fails to Disclose that Its Products Are Artificially Flavored.	- 7 -
VI.	Delayed Discovery	- 16 -
VII.	Class Action Allegations	- 17 -
VIII.	Causes of Action	- 19 -
IX.	Prayer for Relief	- 30 -
X.	Jury Demand	- 30 -

1 Plaintiff Mary Tedesco (“Plaintiff” or “Ms. Tedesco”), on behalf of herself, all
 2 others similarly situated, and the general public, by and through her undersigned
 3 counsel, hereby brings this action against Defendant Grand Brands, Inc. dba True
 4 Citrus or True Lemon (“Defendant”), and upon information and belief and
 5 investigation of counsel, alleges as follows:

6 **I. INTRODUCTION**

7 1. Defendant Grand Brands, Inc. manufactures, advertises, distributes, and
 8 sells a variety of drink-mix packets used by consumers to flavor water (the
 9 “Products,” listed below).

10 2. Defendant advertises, markets, distributes, and sells these products,
 11 including True Lemon Original Lemonade drink mix (“Original Lemonade”), True
 12 Lemon Raspberry Lemonade drink mix (“Raspberry Lemonade”), True Lemon
 13 Strawberry Lemonade drink mix (“Strawberry Lemonade”) and True Lime Black
 14 Cherry drink mix (“Black Cherry”) (collectively, the “Products”).

15 3. Defendant labels, advertises, and markets the Products as containing
 16 only “simple and clean” ingredients and “natural flavors,” positioning the Products in
 17 the marketplace as naturally fruit-flavored drink mixes that consumers perceive as
 18 being more natural and healthier than other similar drink mixes.

19 4. Defendant intentionally labels the Products to create this false
 20 perception.

21 5. Defendant prominently places on both the front and back Product labels
 22 the claims that the Products are “NATURALLY FLAVORED,” “Made from Real
 23 Lemons” or “Real Limes,” with “No Artificial Sweeteners,” and describes the
 24 Product ingredients as “Crystallized lemon.”

25 6. Each of the Products contains a synthetic flavoring chemical called “dl-
 26 malic acid.”

27 7. Dl-malic acid is a synthetic chemical manufactured from petroleum.
 28

1 8. Defendant adds dl-malic acid to each of its Products to create and
2 reinforce the tart and fruity flavors that consumers associate with the fruit listed and
3 depicted on the Products' labels.

4 9. The dl-malic acid that Defendant adds to the Products is an artificial
5 flavor that must be disclosed on both the front and back Product labels under
6 California and federal law.

7 10. By failing to disclose that the Products contain artificial flavoring,
8 Defendant misbrands its Products in violation of California and federal law.

9 11. In addition, because there are both natural and artificial types of malic
10 acid, Defendant is required under law to identify the type of malic it includes in the
11 Products.

12 12. Defendant fails to do so.

13 13. Pursuant to state and federal labeling laws, Defendant is required to
14 identify dl-malic acid in the Product ingredient list as "dl-malic acid" and may not
15 simply use the generic name.

16 14. Even if reasonable consumers were to investigate the Defendant's claims
17 on the Products' front labels by scrutinizing the ingredient statements on the back,
18 consumers would still be unable to verify whether the Products contained artificial
19 flavoring

20 15. Defendant misleadingly labels the Products with depictions of real fruit
21 and claims that they are "naturally flavored" and "made from" real fruit.

22 16. Defendant further misleadingly describes the Product ingredients in the
23 ingredient list as including "Crystallized Lemon" or "Crystallized Lime."

24 17. The Products do not contain any "Crystallized Lemon" or "Crystallized
25 Lime." The Products consist of, for example, manufactured citric acid and synthetic
26 dl-malic acid with sugar and minor amounts of lemon oil and lemon juice for
27 additional flavoring.
28

1 contacts with the State of California and conducts significant business in California
 2 and otherwise intentionally avails itself to the markets in California, including the
 3 distribution, sale and marketing of its Products in this District and in California. This
 4 Court has specific personal jurisdiction arising from Defendant's decision to sell the
 5 Products in California.

6 24. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because
 7 Defendant conducts significant business in this District, engages in substantial
 8 transactions in this District, and because many of the transactions and material acts
 9 complained of herein occurred in this District, including, specifically, the transactions
 10 between Plaintiff and Defendant, and many of the transactions between Defendant
 11 and members of the putative Class, as defined here.

12 **III. THE PARTIES**

13 25. Plaintiff Mary Tedesco, an individual, is a citizen and resident of San
 14 Diego, California. Plaintiff purchased the Products in San Diego, California for
 15 personal and household consumption.

16 26. Defendant Grand Brands, Inc., doing business as "True Lemon" and
 17 "True Citrus", is a Delaware corporation that advertises, markets, and sells the
 18 Products identified herein in California and throughout the United States.

19 27. Defendant maintains its principal place of business at 11501 Pocomoke
 20 Court, Suite D, Baltimore, Maryland.

21 **IV. NATURE OF THE ACTION**

22 28. This is a nationwide consumer class action, with a California sub-class,
 23 for violations of state consumer protection laws. This action seeks to remedy
 24 Defendant's deceptive business practices and restore to consumers money that was
 25 fraudulently obtained from them.

26 29. Defendant manufactures, advertises, markets, distributes, and sells a
 27 variety of drink mixes used to flavor water, both online and at retail locations
 28 throughout the United States. Retail outlets include convenience stores and major

1 grocery chains such as Wal-Mart, Kroger, Target, Vons, Ralphs, and more.

2 30. Defendant advertises, markets, and sells the Products with label and
3 advertising claims that the Products are “naturally flavored” and “made from real
4 lemons” or “real limes” with “no artificial sweeteners,” when in fact all the Products
5 contain artificial flavoring.

6 31. Defendant’s packaging, labeling, and advertising scheme is intended to
7 and does give reasonable consumers the impression they are buying a premium, “all
8 natural” product with natural flavoring ingredients instead of an artificially flavored
9 product.

10 32. The Products are labeled as if they are flavored only with natural
11 ingredients, when in fact they all contain undisclosed artificial flavors in violation of
12 state and federal law.

13 33. The Products’ packaging, labeling and advertising is false and
14 misleading, and the Products themselves are misbranded and unlawful to sell under
15 state and federal law.

16 34. Plaintiff, who was deceived by Defendant’s unlawful conduct and
17 purchased the Products at retail stores in California, brings this action on behalf of
18 herself, a nationwide class, and a California subclass, to remedy Defendant’s
19 unlawful and unfair acts.

20 35. On behalf of the putative Class and subclass, as defined herein, Plaintiff
21 seeks an order compelling Defendant to, *inter alia*, (1) cease packaging, distributing,
22 and advertising and selling the Products in violation of the U.S. FDA regulations and
23 state consumer protection laws; (2) re-label or recall all existing deceptively packages
24 Products; (3) conduct a corrective advertising campaign to inform consumers about
25 the deceptive advertising; (4) award Plaintiff and members of the Class restitution,
26 actual damages, and punitive damages; and (5) pay all costs of suit, expenses,
27 interest, and attorneys’ fees.

V. FACTUAL ALLEGATIONS

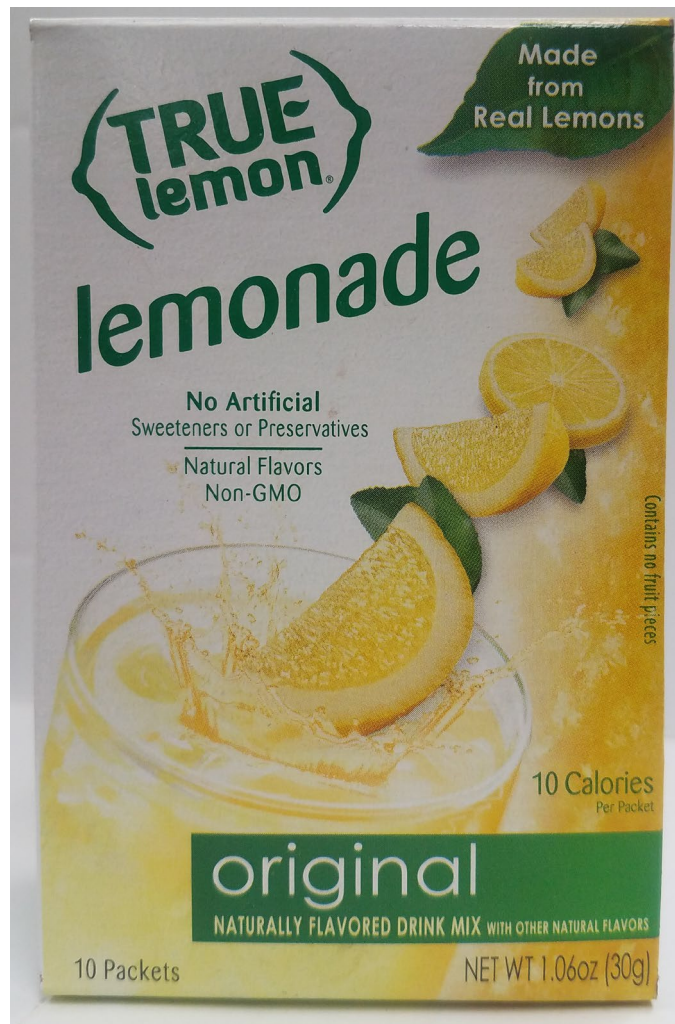
a. Defendant Fails to Disclose that Its Products Are Artificially Flavored.

36. The Products are artificially-flavored powdered drink mixes that are labeled and advertised as if they were exclusively naturally flavored.

37. Defendant's labeling and advertising scheme is deliberately intended to give consumers the false impression that the Products are flavored only with natural flavors and contain no artificial flavorings.

38. The "TRUE lemon" Original Lemonade Product's front label, for example, falsely describes the Product as a "NATURALLY FLAVORED DRINK MIX with Other Natural Flavors."

39. True and correct copies of the Original Lemonade Product's front and back labels are shown below:



40. Like the front label, the back of the Original Lemonade Product label states that the Product has “Natural flavors & no colors from artificial sources” with “No artificial sweeteners.” The label also claims that the Product is made from “clean, simple ingredients.”



1 41. The Product label fails to inform consumers that the Product contains dl-
2 malic acid, an artificial flavor. Nowhere on any panel of the Original Lemonade
3 Product packaging does it state that the Product contains artificial flavoring.

4 42. The ingredient statement on Defendant's Original Lemonade states:
5 "CRYSTALLIZED LEMON (CITRIC ACID, MALIC ACID, LEMON OIL,
6 LEMON JUICE), CANE SUGAR, NATURAL FLAVOR, STEVIA LEAF
7 EXTRACT, BETA-CAROTENE (FOR COLOR).".

8 43. Below is a true and correct copy of the ingredient statement on the
9 Product located at the bottom of the side label of the Original Lemonade Product:



19 44. The ingredient identified on the Original Lemonade Product label as
20 "malic acid" is an artificial flavor.

21 45. The Original Lemonade Product label omits the disclosure, required
22 under federal and state law, that the Product is artificially flavored.

23 46. Defendant's Original Lemonade Product is misbranded and unlawful to
24 sell in the United States.

25 47. Defendant's Raspberry Lemonade Product and all other flavor Products
26 include the same "Natural Flavors", "Naturally Flavored", and "clean, simple
27 ingredients" claims.

28 48. All of the Products contain dl-malic acid, an artificial flavor.

1 49. The dl-malic acid that Defendant adds to this Product is an artificial
2 flavoring agent and functions as an artificial flavor in the Product.

3 50. Nowhere on the Product labels does Defendant disclose that the Products
4 contain artificial flavoring.

5 51. All of the Product labels omit this legally required disclosure and all are
6 therefore misbranded under federal and state law.

7 52. Like both the Original Lemonade Product and the Raspberry Lemonade
8 Product, the True Lime Black Cherry Product contains the same “Natural Flavors”
9 and “Naturally Flavored” claims.

10 53. The Black Cherry Product’s front label also identifies the Product as
11 having only “Natural Flavors” and as a “NATURALLY FLAVORED DRINK MIX
12 with Other Natural Flavors” and “No artificial sweeteners.” Similar to the other
13 Product flavors, the back of the Black Cherry Product label states that the Product
14 contains only “Natural Flavors.”

15 54. Like the other Products the Black Cherry Product contains the artificial
16 flavoring ingredient dl-malic acid.

17 55. Nowhere on the Black Cherry Product label does it state that the
18 Product contains artificial flavoring.

19 56. The ingredient identified on the Black Cherry Product’s label as “malic
20 acid” is an artificial flavor.

21 57. The malic acid that Defendant adds to this Product is an artificial
22 flavoring agent and functions as an artificial flavor in the Product.

23 58. Defendant does not disclose that the Black Cherry Product contains an
24 artificial flavor. The Black Cherry Product label omits the legally-required
25 “artificially flavored” disclosure.

26 59. Like the “original lemonade” Product, the raspberry lemonade and the
27 black cherry limeade Products, the Strawberry Product label includes the same
28 “Natural Flavors” and “Naturally Flavored” claims.

1 60. The Strawberry Product’s front label also identifies it as containing
2 “Natural Flavors” and as a “NATURALLY FLAVORED DRINK MIX with Other
3 Natural Flavors.”

4 61. Like the front of the label, the back of the Strawberry Product label
5 states that the Product has “Natural flavors & no colors from artificial sources.” The
6 Strawberry Product’s label prominently advertises that it is “Naturally Flavored,” but
7 as discussed above, the Strawberry Product contains the artificial flavoring ingredient
8 dl-malic acid.

9 62. Unlike the other Products, however the ingredient statement list of the
10 Strawberry Product does not disclose that the Product contains malic acid, on either
11 the front or back label or as legally-required in the ingredient statement.

12 63. Because Defendant does not disclose that the Strawberry Product
13 includes artificial flavoring, and because this Product’s ingredient disclosure does not
14 include one of the Product’s ingredients, this Product’s label violates federal and state
15 law and deceives consumers.

16 64. All the Products described above contain artificial dl-malic acid, an
17 artificial flavoring agent.

18 65. None of the Products discloses on either the front or back-label that the
19 Product contains artificial flavoring.

20 66. Defendant failed to include the legally-required “Artificially flavored” or
21 “Artificial flavor” disclosure on all of the Products’ labels.

22 67. The Products therefore violate federal and state law in multiple respects.

23 68. First, because each Product contains added flavoring ingredients that
24 simulate and reinforce the characterizing flavor, each Product’s front label is required
25 by both federal and state law to disclose that fact. *See, e.g.,* California Health &
26 Safety Code § 109875 *et seq.* (Sherman Law), incorporating 21 C.F.R. § 101.22.1
27

28 ¹ California’s Sherman Food, Drug and Cosmetic Act, California Health & Safety
Code §§ 109875 *et seq.*, incorporates into California law all regulations enacted
pursuant to the U.S. Food Drug and Cosmetic Act. An act or omission that would

69. Second, those Products that disclose “malic acid” in the ingredient lists violate federal and state law because the Products misleadingly identify the added dl-malic acid only as generic “malic acid” instead of using the specific, non-generic name of the ingredient. *See* 21 C.F.R. § 101.4(b)(1).

70. Further, the Strawberry Mix fails to even identify malic acid as an ingredient even though it contains dl-malic acid. *See* 21 C.F.R. § 101.4(a)(1).

71. Defendant labels the Products as if they are made with only natural flavors even though the Products all contain dl-malic acid.

72. Analytical testing of the Original Lemonade Product on January 29, 2020 and the Strawberry Lemonade, Black Cherry, and the Raspberry Lemonade Products on February 28, 2020, confirmed that Defendant adds the artificial flavoring dl-malic acid to each of the Products.

73. Dl-malic acid confers a “tart, fruity” flavor to food products.²

74. Although the malic acid Defendant used in the Products to simulate the characterizing fruit flavors is dl-malic acid – the artificial petrochemical – Defendant pretends otherwise, conflating the natural and artificial flavoring and deceiving consumers.

75. Because the Products contain an artificial flavor, both federal and state law require the Products’ front and back labels to inform consumers that the Product contains artificial flavoring. *See*, 21 C.F.R. § 101.22(c).

76. Because the Products contain an artificial flavor, both federal and state law also require Defendant to declare this in the Products’ ingredient statements. *See* 21 C.F.R. § 101.22.

77. Under federal and state law, when “the label, labeling, or advertising of a food makes any direct or indirect representations with respect to the primary

violate an FDCA regulation necessarily violates California’s Sherman Law (Health & Safety Code, § 110100). Other states’ statutory and common law function similarly or in some cases identically.

² *See, e.g., Malic Acid*, THE CHEMICAL COMPANY, <https://thechemco.com/chemical/malic-acid/> (last visited September 28, 2020).

1 recognizable flavor(s) by word, vignette, e.g., depiction of a fruit, or other means . . .
2 such flavor shall be considered the characterizing flavor.” *See* 21 C.F.R. § 101.22(i).

3 78. When an artificial flavor “simulates, resembles or reinforces the
4 characterizing flavor, the name of the food on the principal display panel or panels of
5 the label shall be accompanied by the common or usual name(s) of the characterizing
6 flavor . . . [and] shall be accompanied by the word(s) ‘artificial’ or ‘artificially
7 flavored.’” *See, e.g.*, 21 C.F.R. § 101.22(i)(2) (emphasis added).

8 79. “Lemon” is a primary recognizable flavor identified on the Original
9 Lemonade Product’s and the Raspberry Lemonade and Strawberry Lemonade
10 Products’ front and back labels. Lemon, raspberry, and strawberry are characterizing
11 flavors for these Products under state and federal regulations.

12 80. “Lime” is a primary recognizable flavor identified on the Black Cherry
13 Product’s front and back labels. Lime and black cherry are characterizing flavors for
14 this Product under state and federal regulations.

15 81. If any characterizing flavor of a Product is not created exclusively by the
16 identified ingredient, the Products’ front labels must state that the Products are
17 flavored with either, or both of, natural or artificial flavorings.

18 82. If any artificial flavor is present in the product which “simulates,
19 resembles or reinforces” the characterizing flavor, the food must be prominently
20 labeled as “Artificially Flavored”. *See, e.g.*, California’s Sherman Law, incorporating
21 21 C.F.R. § 101.22(i)(3), (4).

22 83. The synthetic dl-malic acid in the Products simulates, resembles, and
23 reinforces the characterizing fruit flavors for each of the Products.

24 84. Defendant was therefore required to place prominently on each
25 Product’s front label a notice sufficient to allow reasonable consumers to understand
26 that the Product contained artificial flavoring.

27 85. Defendant failed to do so, deceiving consumers and violating federal and
28 state law.

86. Defendant intended that Plaintiff and the proposed Class rely on those omissions and affirmative misrepresentations.

87. Accordingly, Plaintiff and the Class were unaware that the Products contained artificial flavors when they purchased them.

88. When purchasing the Products, Plaintiff and Class Members were seeking products of particular qualities that were flavored only with natural ingredients as described on the labels and which did not contain artificial flavoring

89. Plaintiff is not alone in these purchasing preferences. As reported in Forbes Magazine, 88% of consumers polled indicated they would pay more for food perceived as natural or healthy. “All demographics [of consumers] from Generation Z to Baby Boomers – say they would pay more” for such products, specifically including foods with no artificial flavors.”³

90. Defendant’s labeling and advertising reflect these consumer preferences – not by making the Products solely with natural ingredients, but instead by concealing the fact that the Products are artificially flavored.

91. Federal and state law require Defendant to include sufficient notice on the Products’ labels to alert consumers that the Product is artificially flavored.

92. Under California’s Health & Safety Code, for example, “[a]ny food is misbranded if it bears or contains any artificial flavoring, artificial coloring, or chemical preservative, unless its labeling states that fact.” Cal. Health & Safety Code § 110740; *see also* 21 C.F.R. § 101.22.

93. Defendant failed to do so. Accordingly, Defendant’s Products are misbranded and illegal to distribute or sell in the U.S. and in any state in the U.S.

94. Defendant’s conduct violated California’s consumer protection statutes, including the Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750 et

³ Nancy Gagliardi, *Consumers Want Healthy Foods – And Will Pay More For Them*, Forbes, <https://www.forbes.com/sites/nancygagliardi/2015/02/18/consumers-want-healthy-foods-and-will-pay-more-for-them/#37ec75ca75c5> (last visited September 28, 2020)

1 seq.; the False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, et seq.; and the
2 Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17500, et seq.

3 95. Defendant was aware that consumers, like Plaintiff and the Class, prefer
4 natural products to those that are artificially flavored.

5 96. Defendant intended for Plaintiff and the Class to be deceived, and
6 Plaintiff and the Class actually were deceived by the unlawful labeling.

7 97. Defendant deceived Plaintiff and the Class into purchasing the Products
8 by unlawfully concealing that they are artificially flavored.

9 98. Plaintiff and the Class lost money as a result of Defendant's conduct
10 because they would not have purchased the Product or would not have paid as much
11 as they did in the absence of Defendant's misrepresentations and omissions.

12 99. Plaintiff Tedesco purchased each of the Products approximately once
13 every two to three weeks since October of 2019 from a Wal-Mart Supercenter located
14 in San Diego County, California.

15 100. Plaintiff was deceived by, and justifiably relied upon, the Products'
16 deceptive labeling. Plaintiff, like any reasonable consumer, believed consistent with
17 U.S. federal and state law that if a drink mix label does not include a statement that it
18 is artificially flavored then that beverage does not contain artificial flavoring
19 ingredients.

20 101. Plaintiff justifiably relied on Defendant's omission from the Product
21 label disclosing the legally required disclosure of artificial flavoring.

22 102. Plaintiff, as a reasonable consumer, is not required to subject consumer
23 food products to laboratory analysis, to scrutinize the labels on the back of products
24 to discover that a front label is false and misleading, or to search the labels for
25 information that federal regulations require be displayed prominently on the front –
26 and, in fact, under state law is entitled to rely on statements that Defendant
27 deliberately places on the Products' labeling.

28 103. Defendant, but not Plaintiff, knew or should have known that the

1 Products' labeling was in violation of federal regulations and state law.

2 104. Because Plaintiff reasonably assumed the Products were free of artificial
3 flavoring based on the Products' labels when they were not, Plaintiff did not receive
4 the benefit of her purchases. Instead of receiving the benefit of a product free of
5 artificial flavoring, Plaintiff received a Product that was unlawfully labeled to deceive
6 consumers into believing that it was naturally flavored and contained no artificial
7 flavoring, in violation of federal and state labeling regulations.

8 105. Plaintiff and the Class members would not have purchased the Products
9 in the absence of Defendant's misrepresentations and omissions or would only have
10 been willing to pay less for the Products than they did.

11 106. The Products were worth less than what Plaintiff and Class members
12 paid, and they would not have paid as much as they did for the Products absent
13 Defendant's false and misleading statements and omissions.

14 107. Plaintiff and Class members therefore lost money as a result of
15 Defendant's unlawful conduct.

16 108. Plaintiff and the Class altered their position to their detriment and
17 suffered a loss in an amount equal to the amounts they paid for the Products.

18 109. Plaintiff intends to, seeks to, and will purchase the Products again when
19 she can do so with the assurance that the Products' labels, which indicate that the
20 Products are solely naturally flavored, are lawful and consistent with the Products'
21 ingredients.

22 VI. DELAYED DISCOVERY

23 110. Plaintiff and the Class are reasonably diligent consumers who exercised
24 reasonable diligence in their purchase and consumption of the Products.
25 Nevertheless, they would not have been able to discover Defendant's deceptive
26 practices and lacked the means to discover them given that, like nearly all consumers,
27 they rely on and are entitled to rely on the manufacturer's obligation to label its
28 products in compliance with federal regulations and state law. Furthermore,

1 Defendant's labeling practices and nondisclosures – in particular, failing to identify
 2 the artificial flavor in the Strawberry Lemonade ingredient list, or to accurately
 3 identify the kind of malic acid that Defendant put in the other Product flavors, or to
 4 disclose that the Products contained artificial flavoring – impeded Plaintiff and the
 5 Class Members' abilities to discover the deceptive and unlawful labeling of the
 6 Product throughout the Class Period.

7 111. Because Defendant actively concealed its illegal conduct, preventing
 8 Plaintiff and the Class from discovering its violations of state law, Plaintiff and the
 9 Class are entitled to delayed discovery and an extended Class Period tolling the
 10 applicable statute of limitations.

11 **VII. CLASS ACTION ALLEGATIONS**

12 112. Plaintiff brings this action on behalf of herself and all others similarly
 13 situated (the "Class") pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2),
 14 23(b)(3), and 23(c)(5).

15 113. The Class is defined as follows:

16 All U.S. citizens who purchased the Products at retail within any state or
 17 territory of the United States, for personal use and not for resale, excluding
 18 Defendant and Defendant's officers, directors, employees, agents, and
 19 affiliates, and the Court and its staff, on or after September 1, 2014 and until
 20 notice is disseminated to the Class.

21 114. The California sub-class is defined as follows:

22 All California citizens who purchased the Products at retail within California,
 23 for personal use and not for resale, excluding Defendant and Defendant's
 24 officers, directors, employees, agents, and affiliates, and the Court and its
 25 staff, on or after September 1, 2014 and until notice is disseminated to the
 26 Class.

27 115. During the Class Period, the Products unlawfully contained the
 28 undisclosed artificial flavoring ingredient dl-malic acid and were otherwise

1 improperly labeled. Defendant failed to label the Products as required by federal and
2 state law.

3 116. The Class and sub-class meet all criteria for a class action, including
4 numerosity, commonality, typicality, and adequacy of representation.

5 117. *Numerosity*. The Products are offered for sale at stores including major
6 retail outlets like Walmart, Vons, and Ralphs, throughout the United States. The
7 Class likely numbers in the tens of thousands. Individual joinder of the Class
8 Members in this action would therefore be impractical. Addressing the claims of
9 each potential class member in a class action lawsuit is beneficial to Class Members,
10 the parties, and the courts.

11 118. *Typicality*. Plaintiff's claims are typical of, and are not antagonistic to,
12 the claims of the Class Members. Plaintiff and Class Members all purchased the
13 Products, were deceived by the false and deceptive labeling, and lost money as a
14 result.

15 119. *Adequacy*. Plaintiff is an adequate representative of the Class. Plaintiff's
16 interests do not conflict with the interests of the Class Members and she has no
17 interest incompatible with that of Class Members. Plaintiff has retained counsel
18 competent in the prosecution of consumer fraud and class action litigation.

19 120. *Superiority*. A class action is superior to any other means of adjudication
20 because the retail purchase price of a single box of one of the Products is
21 approximately \$2.00, rendering it impractical for an individual to bring individual
22 claims. If this action is not brought as a class action, then Defendant can continue to
23 deceive consumers and violate federal and state law with impunity.

24 121. *Commonality and Predominance*. There are numerous questions of law
25 and fact common to the Class, and those questions predominate over any questions
26 that may affect individual Class Members. Common questions for the Class include,
27 but are not necessarily limited to the following:
28

- a. Whether Defendant failed to disclose the presence of the artificial flavoring ingredient dl-malic acid in the Products;
- b. Whether Defendant's labeling omissions and representations constituted false advertising under state and federal law;
- c. Whether Defendant's conduct violated Federal food-safety regulations;
- d. Whether Defendant's conduct constituted a violation of California's Unfair Competition Law;
- e. Whether Defendant's conduct constituted a violation of California's Consumer Legal Remedies Act;
- f. Whether Defendant's conduct constituted a violation of California's False Advertising Law;
- g. Whether Defendant's conduct constituted a violation of state consumer protection statutes;
- h. Whether Defendant's conduct constituted a violation of state common law;
- i. Whether the Class is entitled to restitution, rescission, actual damages, punitive damages, attorneys' fees and costs of suit, and injunctive relief; and
- j. Whether members of the class are entitled to any such further relief as the Court deems appropriate.

VIII. CAUSES OF ACTION

First Cause of Action - Intentional Misrepresentation

**Cal. Civ. Code §§ 1709 *et seq.* and similar states' statute & common law
(Plaintiff, on behalf of the Class and Sub-Class)**

122. Plaintiff re-alleges and incorporates by reference each and every allegation contained elsewhere in this Complaint as if fully set forth herein.

123. Defendant willfully, falsely, and knowingly misrepresented that the Products did not contain artificial flavoring when, in fact, the Products contain

1 synthetic dl-malic acid.

2 124. Defendant's misrepresentations were communicated to Ms. Tedesco and
3 the Class Members through the Products' packaging, labeling, and advertising.

4 125. At all relevant times, Defendant knew that it had misrepresented the
5 Products as "Naturally flavored" and as not containing any artificial flavoring
6 because Defendant was aware that the Products contain synthetic dl-malic acid, an
7 artificial flavoring.

8 126. Defendant's misrepresentations were made with the intent that the
9 general public, including Plaintiff and the Class Members, would rely on them.

10 127. Defendant's misrepresentations were made with knowledge of falsity of
11 such statements or in reckless disregard of the truth thereof.

12 128. In actual and reasonable reliance upon the misrepresentations, Plaintiff
13 and the Class Members purchased the Products because they were represented as
14 being only naturally flavored and free from artificial flavorings.

15 129. Plaintiff and the Class Members were unaware of the true facts
16 concerning Defendant's misrepresentations of the Products, which Defendant
17 suppressed and failed to disclose. Defendant's misrepresentations were material, in
18 that if Plaintiff and the Class Members had been aware that the Products contain
19 synthetic dl-malic acid, Plaintiff and the Class Members would not have purchased
20 the Products or would have paid less for them.

21 130. Plaintiff and the Class Members' reliance upon the Defendant's
22 misrepresentations was reasonable. The defect -- the product contains undisclosed
23 artificial flavoring -- is latent and not something that Plaintiff and the Class Members,
24 in the exercise of reasonable diligence, could have discovered independently prior to
25 purchase, because it is not feasible for individual consumers to conduct laboratory
26 testing on the Product prior to purchase.

27 131. In actual and reasonable reliance upon the misrepresentations, Plaintiff
28 and the Class Members purchased the Products.

1 132. Plaintiff and the Class Members suffered a loss of money as result of
2 Defendant's intentional misrepresentations because they would not have purchased
3 the Products, or would have paid less, if the truth concerning Defendant's
4 misrepresentations had been known.

5 **Second Cause of Action – Negligent Misrepresentation**
6 **Cal. Civ. Code §§ 1709 *et seq.* and similar states' statute & common law**
7 **(Plaintiff, on behalf of the Class and Sub-Class)**

8 133. Plaintiff repeats the allegations contained in the foregoing paragraphs as
9 if fully set forth herein.

10 134. Defendant represented that the Products contained no artificial
11 flavorings when, in fact, the Product actually contains synthetic dl-malic acid, an
12 artificial flavoring. To communicate this representation and to persuade Plaintiff and
13 the Class Members to purchase the Products, Defendant supplied Plaintiff and the
14 Class Members with information, namely the misrepresentations found on the
15 Products' packaging. Defendant knew, or should have known, that this information
16 was false and/or misleading to Plaintiff and the Class Members.

17 135. The misrepresentations concerned material facts that influenced Plaintiff
18 and the Class Members' purchases of the Products.

19 136. Defendant negligently made the misrepresentations with the intent to
20 induce Plaintiff and the Class Members to act upon the information by purchasing the
21 Products.

22 137. At the time Defendant made those unwarranted and untrue
23 representations, Defendant knew or should have known that the representations were
24 false or made the representations negligently without knowledge of their truth or
25 veracity.

26 138. Plaintiff and the Class Members reasonably, justifiably, and
27 detrimentally relied on the misrepresentations and, as a proximate result thereof, have
28 and will continue to suffer damages in the form of lost money from the purchase of

1 the Products.

2 **Third Cause of Action – Fraud by Omission**
3 **Cal. Civ. Code §§ 1709 *et seq.* and similar states’ statute & common law**
4 **(Plaintiff, on behalf of the Class and Sub-Class)**

5 139. Plaintiff repeats the allegations contained in the foregoing paragraphs as
6 if fully set forth herein.

7 140. Defendant actively concealed a material fact, in whole or in part, with
8 the intent to induce Plaintiffs and Class Members to purchase the Products.
9 Specifically, Defendant actively concealed the truth about the Products being
10 artificially flavored with dl-malic acid.

11 141. Defendant has a duty to disclose that the Products were artificially
12 flavored with dl-malic acid under California and federal labeling laws.

13 142. Defendant actively and intentionally concealed discovery of this
14 undisclosed fact and suppressed its discovery through its labeling, marketing, and
15 advertising of the Products.

16 143. This omitted material fact is a fact known or accessible only to
17 Defendant, and Defendant knows it is not known to or reasonably discoverable by
18 Plaintiff and Class Members.

19 144. Plaintiff and Class Members were unaware of this omitted material fact
20 and would not have purchased the Product or would have paid less of a price had they
21 known of this concealed fact.

22 145. Plaintiff and Class Members suffered injuries that were proximately
23 caused by Defendant’s active concealment and omission of this material fact.

24 146. Defendant’s fraudulent concealment and omission were a substantial
25 factor in causing the harm suffered by Plaintiff and the Class as they would not have
26 purchased the Products or would have paid less for the Product if all material facts
27 were properly disclosed.

28

Fourth Cause of Action – Breach of an Express Warranty
Cal. Comm. Code § 2314 and similar states’ statute & common law
(Plaintiff, on behalf of the Class and Sub-Class)

147. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set forth herein.

148. Defendant expressly warranted that the Products contained “No artificial sweeteners.”

149. The Products sold to the Class violated this express warranty because the Products contain artificial flavoring known as dl-malic acid.

150. Plaintiff took reasonable steps to notify Defendant within a reasonable time that the Products were not as represented when Plaintiff, by and through her counsel, sent Defendant a letter advising Defendant of its breach of warranty on June 8, 2020.

151. Defendant failed to correct the Products’ labels as required by the warranty.

152. As a result of Defendant’s breach of its express warranty, Plaintiff and the Class Members were harmed because had they known of the breach, they would not have purchased the product or would have paid less of a price.

153. Defendant’s breach of its express warranty was therefore a substantial factor in causing Plaintiff and the Class Members’ harm.

154. Accordingly, Defendant is liable to the Class Members in an amount equal to the difference in value between the Products as they were represented – free of artificial flavoring – and the product as it was provided, with unlawfully undisclosed artificial flavoring.

155. Plaintiff therefore seeks on behalf of the Class and Sub-Class an order that Defendant breached the Products’ express warranty and an order for the disgorgement and restitution of all excess revenue received by Defendant from Class Members during the Class Period.

Fifth Cause of Action – Breach of Implied Warranty
Cal. Comm. Code § 2314 and similar states’ statute & common law
(Plaintiff, on behalf of the Class and Sub-Class)

156. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set forth herein.

157. Defendant’s label representations created implied warranties that the Products are suitable for a particular purpose, specifically that the Products only contained “Natural Flavors.” Defendant breached this implied warranty.

158. The Products’ front and back labels misleadingly imply that it has no artificial flavoring and only contains “Natural Flavors” that are “Made from Real Lemons” and “Real Limes.”

159. At the time of purchase, Defendant had reason to know that Plaintiff as well as Class Members relied on those representations.

160. This became part of the basis of the bargain between the parties.

161. These representations had an influence on Class Members’ decisions in purchasing the Products. Defendant made the above representations to induce Plaintiff and Class Members to purchase the Products. Plaintiff and Class Members justifiably relied on the representations when purchasing the Products.

162. Based on that implied warranty, Defendant was able to sell the Products to Plaintiff and other Class Members.

163. At the time of purchase, Defendant knew or had reason to know that Plaintiff and Class Members were relying on Defendant’s skill and judgment to select or furnish a Product that was suitable for this particular purpose, and Plaintiff and the Class Members justifiably relied on Defendant’s skill and judgment.

164. The Products were not suitable for this purpose.

165. Plaintiff purchased the Products believing they had no artificial flavoring, based on the deceptive advertising and labeling, but the Products were actually unsatisfactory to Plaintiff because the Products contained artificial flavoring.

1 166. The Products were not merchantable in any state, as they were not of the
2 same quality of other products in the category generally acceptable in the trade, as the
3 Products contained artificial flavoring, and thus, were misbranded.

4 167. The Products would not pass without objection in the trade when
5 packaged with the existing labels because the Products were misbranded and illegal
6 to sell. *See* Cal. Comm. Code § 2314(2)(a).

7 168. The Products also were not acceptable commercially and breached the
8 implied warranty because they did not conform to the promises or affirmations of fact
9 made on the container or label, Cal. Comm. Code § 2314(2)(f), and other grounds as
10 set forth in the Cal. Comm. Code § 2314(2).

11 169. By offering the Products for sale and distributing the Products in the
12 United States, Defendant also warranted that the Products were not misbranded and
13 were legal to sell. Because the Products were misbranded in several regards and were
14 therefore illegal to sell or offer for sale in the United States, Defendant breached this
15 warranty as well.

16 170. As a result of this breach, Plaintiff and other Class Members did not
17 receive goods as impliedly warranted by Defendant. As an actual and proximate
18 result of this breach of warranty, Plaintiff and other Class Members have been
19 damaged in amounts to be determined at trial.

20 171. Plaintiff took reasonable steps to notify Defendant within a reasonable
21 time that the Products were not as represented when Plaintiff, by and through her
22 counsel, sent Defendant a letter advising Defendant of its breach of warranty on June
23 8, 2020.

24 172. As a result, Plaintiff, Class Members, and the general public are entitled
25 to injunctive and equitable relief, restitution, and an order for the disgorgement of the
26 funds by which Defendant was unjustly enriched.

Sixth Cause of Action - Violation of the CLRA

Cal. Civ. Code §§ 1750 *et seq.*

(Plaintiff, on behalf of the Sub-Class)

173. Plaintiff repeats the allegations contained in the foregoing paragraphs as if fully set forth herein.

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

175. The Products are goods as defined under the CLRA.

176. Defendant's false and misleading labeling and other policies, acts, and practices described herein were designed to, and did, induce the purchase and use of the Products for personal, family, or household purposes by Plaintiff and other Class members, and violated and continue to violate at least the following sections of the CLRA:

§ 1770(a)(5): Representing that goods or services have characteristics, ingredients, uses, benefits, or quantities which they do not have;

§ 1770(a)(7): Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;

§ 1770(a)(9): Advertising goods with intent not to sell them as advertised.

177. Defendant's wrongful business practices regarding the Products constituted, and constitute, a continuing course of conduct in violation of the CLRA.

178. Prior to filing this Complaint, on July 8, 2020, a CLRA notice letter was served on Defendant that complied in all respects with California Civil Code § 1782(a). Plaintiff Tedesco, by and through her counsel, sent Defendant a letter via certified mail, return receipt requested, advising Defendant that it was in violation of the CLRA and must correct, repair, replace, or otherwise rectify the goods alleged to be in violation of § 1770.

1 179. Plaintiff seeks injunctive relief from Defendant's violation of the CLRA.

2 180. Because Defendant failed to take corrective action after thirty days of the
3 date of Plaintiff's CLRA letter, Plaintiff also seeks damages under the CLRA.

4 **Seventh Cause of Action – Violation of the FAL**

5 **Cal. Bus. & Prof. Code §§ 17500 *et seq.***

6 **(Plaintiff, on behalf of the Sub-Class)**

7 181. Plaintiff repeats the allegations contained in the foregoing paragraphs as
8 if fully set forth herein.

9 182. Under the FAL, "[i]t is unlawful for any person, firm, corporation or
10 association, or any employee thereof with intent directly or indirectly to dispose of
11 real or personal property or to perform services" to disseminate any statement "which
12 is untrue or misleading, and which is known, or which by the exercise of reasonable
13 care should be known, to be untrue or misleading." Cal. Bus. & Prof. Code § 17500.
14 As alleged herein, the advertisements, labeling, policies, acts, and practices of
15 Defendant relating to its Products misled consumers acting reasonably into believing
16 that the Products do not contain any artificial flavoring. This representation is false
17 and misleading because the Products contains synthetic dl-malic acid, an artificial
18 flavoring.

19 183. Plaintiff and the Class Members suffered an injury in fact as a result of
20 Defendant's actions as set forth herein because they purchased the Products in
21 reliance of Defendant's false and misleading marketing claim that the Products do not
22 contain artificial flavoring.

23 184. Defendant's business practices as alleged herein constitute unfair,
24 deceptive, untrue, and misleading advertising pursuant to the FAL because Defendant
25 has advertised the Products in a manner that is untrue and misleading, which
26 Defendant knew or reasonably should have known.

27 185. Defendant profited from its sales of the falsely and deceptively
28 advertised Products to unwary consumers.

1 186. As a result, pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff and the
2 Class are entitled to injunctive and equitable relief and restitution.

3 **Seventh Cause of Action**

4 **Violation of California's Unfair Competition Law**

5 **Cal. Bus. & Prof. Code §§ 17200, *et seq.***

6 **(Plaintiff, on behalf of the Sub-Class)**

7 187. Plaintiff realleges and incorporates by reference each and every
8 allegation contained elsewhere in this Complaint as if fully set forth herein.

9 188. The UCL prohibits any “unlawful, unfair or fraudulent business act or
10 practice.” Cal. Bus. & Prof. Code § 17200.

11 189. The acts, omissions, misrepresentations, practices, and non-disclosures
12 of Defendant as alleged herein constitute business acts and practices.

13 190. A statement or practice is fraudulent under the UCL if it is likely to
14 deceive the public, applying a reasonable consumer test.

15 191. As set forth herein, Defendant's claims relating to the Products are likely
16 to deceive reasonable consumers and the public.

17 192. Defendant has also violated the unlawful prong of the UCL. The acts
18 alleged herein are “unlawful” under the UCL in that they violate at least the following
19 laws:

- 20 a. The Food, Drug, and Cosmetic Act, as codified at 21 CFR 101.22 *et seq.*
21 b. the False Advertising Law, Cal. Bus. & Prof. Code §§ 1750 *et seq.*
22 c. the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*
23 d. Cal. Health & Safety Code § 109875 *et seq.*

24 and constitute intentional and negligent misrepresentations, fraud by omission, and
25 breach of express and implied warranties.

26 193. Defendant has also violated the unfair prong of the UCL. Defendant's
27 conduct with respect to the labeling, advertising, and sale of the Products was unfair
28 because Defendant's conduct was immoral, unethical, unscrupulous, or substantially

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

3 194. Defendant's conduct with respect to the labeling, advertising, and sale of
4 the Products was also unfair because it violated public policy as declared by specific
5 constitutional, statutory or regulatory provisions, including but not limited to the
6 False Advertising Law and the Consumers Legal Remedies Act.

7 195. Defendant's conduct with respect to the labeling, advertising, and sale of
8 the Products was also unfair because the consumer injury was substantial, not
9 outweighed by benefits to consumers or competition, and not one that consumers
10 themselves could reasonably have avoided.

11 196. Defendant profited from its sale of the unlawfully, deceptively, and
12 falsely advertised Products to unwary consumers.

13 197. Plaintiff and Class Members are likely to be damaged by Defendant's
14 deceptive practices, as Defendant continues to disseminate, and is otherwise free to
15 continue to disseminate misleading information. Thus, injunctive relief enjoining this
16 deceptive practice is proper.

17 198. Defendant's conduct caused and continues to cause substantial injury to
18 Plaintiff and Class Members, who have suffered injury in fact as a result of
19 Defendant's unlawful, unfair, and fraudulent conduct.

20 199. In accordance with Bus. & Prof. Code § 17203, Plaintiff, on behalf of
21 themselves, the Class, and the general public, seek an order enjoining Defendant from
22 continuing to conduct business through unlawful, unfair, and/or fraudulent acts and
23 practices, and to commence a corrective advertising campaign.

24 200. Plaintiff, on behalf of herself and the Class also seeks an order for the
25 restitution of all monies from the sale of the Products that Defendant unjustly
26 acquired through acts of unlawful competition.

1 **IX. PRAYER FOR RELIEF**

2 201. Plaintiff, on behalf of herself, all others similarly situated in California
3 and the United States, and the general public, prays for judgment against Defendant
4 as follows:

- 5 a. An Order declaring this action to be properly maintained as a class action,
6 appointing Plaintiff as class representative, and appointing her undersigned
7 counsel as class counsel;
- 8 b. An Order requiring Defendant to bear the cost of class notice;
- 9 c. An Order enjoining Defendant from engaging in the unfair, unlawful, and
10 deceptive business practices and false advertising complained of herein;
- 11 d. An Order compelling Defendant to conduct a corrective advertising campaign;
- 12 e. An Order compelling Defendant to recall and destroy all misleading and
13 deceptive advertising materials and product labels;
- 14 f. An Order requiring Defendant to disgorge all monies, revenues, and profits
15 obtained by means of any wrongful act or practice described herein;
- 16 g. An Order requiring Defendant to pay restitution to restore all funds acquired by
17 means of any act or practice declared by this Court to be an unlawful, unfair, or
18 fraudulent business act or practice or untrue or misleading advertising, plus
19 pre-and post-judgment interest thereon;
- 20 h. An Order requiring Defendant to pay all actual and statutory damages
21 permitted under the causes of action alleged herein;
- 22 i. An award of attorneys' fees and costs; and
- 23 j. Any other and further relief that Court deems necessary, just, or proper.

24 **X. JURY DEMAND**

25 202. Plaintiff hereby demands a trial by jury on all claims for damages.
26 Plaintiff does not seek a jury trial for claims sounding in equity.
27

28 Date: September 28, 2020

By: /s/ Ronald A. Marron

Ronald A. Marron

**LAW OFFICES OF RONALD A.
MARRON**

RONALD A. MARRON (SBN 175650)

ALEXIS M. WOOD (SBN 270200)

KAS L. GALLUCCI (SBN 288709)

MICHAEL T. HOUCHIN (SBN 305541)

ELISA PINEDA (328285)

651 Arroyo Drive

San Diego, California 92103

Telephone: (619) 696-9006

Facsimile: (619) 564-6665

Elliot Law Office, P.C.

DAVID ELLIOT (SBN 270381)

3200 Fourth Avenue, Suite 207

San Diego, CA 92013

Telephone: (858) 228-7997

Counsel for Plaintiff and the Proposed Class

Venue Affidavit

I, Mary Tedesco, declare as follows:

1. I am a Plaintiff in this action. I make this affidavit pursuant to California Civil Code Section 1780(d).

2. The Complaint in this action is filed in a proper place for the trial of this action because Defendant conducts business in this county and at least some of the transactions at the basis of this complaint have taken place in this county.

I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct.

DATED: Aug. 24, 2020

Mary Tedesco
Mary Tedesco

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

Mary Tedesco, on behalf of herself, all others similarly situated, and the general public

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

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

Law Offices of Ronald A. Marron, 651 Arroyo Drive, San Diego, CA 92103, Telephone: 619-696-9006

DEFENDANTS

Grand Brands, Inc., a Delaware corporation, dba True Citrus or True Lemon

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

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

Attorneys (If Known)

'20CV1928 TWR JLB

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability			<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander			<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability			<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine			<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 345 Marine Product Liability			<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle			<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability			<input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692)
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury			<input type="checkbox"/> 485 Telephone Consumer Protection Act
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice			<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 850 Securities/Commodities/Exchange
				<input type="checkbox"/> 890 Other Statutory Actions
				<input type="checkbox"/> 891 Agricultural Acts
				<input type="checkbox"/> 893 Environmental Matters
				<input type="checkbox"/> 895 Freedom of Information Act
				<input type="checkbox"/> 896 Arbitration
				<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
				<input type="checkbox"/> 950 Constitutionality of State Statutes

REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	PROPERTY RIGHTS	SOCIAL SECURITY	FEDERAL TAX SUITS
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	Habeas Corpus:	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 720 Labor/Management Relations	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 864 SSID Title XVI	
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 880 Defend Trade Secrets Act of 2016	<input type="checkbox"/> 865 RSI (405(g))	
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	Other:	<input type="checkbox"/> 791 Employee Retirement Income Security Act			
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 540 Mandamus & Other				
		<input type="checkbox"/> 550 Civil Rights				
		<input type="checkbox"/> 555 Prison Condition				
		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement				

IMMIGRATION
<input type="checkbox"/> 462 Naturalization Application
<input type="checkbox"/> 465 Other Immigration Actions

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. § 1332(d)(2) CAFA Diversity

Brief description of cause:

Consumer Product Class Action

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
Over \$5 million

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

September 28, 2020

SIGNATURE OF ATTORNEY OF RECORD

/s/ Ronald A. Marron

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____