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17 **UNITED STATES DISTRICT COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA**

20 ANNE WIGHTMAN, individually
21 and on behalf of others similarly
22 situated,

22 Plaintiff,

23 vs.

24 BEANFIELDS PBC, a Delaware
25 corporation,

26 Defendants.
27
28

CASE NO.:

**COMPLAINT FOR DAMAGES
AND DEMAND FOR JURY
TRIAL**

1 **CLASS ACTION COMPLAINT**

2 Plaintiff Anne Wightman (“Plaintiff”) brings this action, individually and on behalf
3 of all others similarly situated, against Defendant Beanfields, PBC (“Defendant”).
4 Plaintiff makes the following allegations pursuant to the investigation of counsel and
5 based upon information and belief, except as to the allegations specifically pertaining to
6 herself, which are based on personal knowledge.

7 **NATURE OF THE ACTION**

8 1. This case arises out of Defendant’s deceptive, misleading, and unlawful
9 practices with respect to its marketing and sale of its Beanfields® Bean Chips which are
10 sold in a variety of flavors (collectively, the “Product” or “Products”).¹

11 2. Defendant manufactures and sells its Products throughout the United States
12 in a variety of physical and e-commerce stores.

13 3. Defendant’s marketing stresses the importance of protein consumption, the
14 health benefits of beans, and the high-protein and high-fiber nature of its Products.

15 4. Notably, all Products are labeled as “PACKED WITH PROTEIN & FIBER”
16 despite being neither high in protein nor high in fiber.

17 5. Moreover, in violation of federal regulations, Defendant attempts to
18 perpetuate this deception by prominently making protein claims on the Principal Display
19 Panel and the back of the packaging while also omitting the Percent Daily Value for
20 protein in the Nutrition Facts panel on the Products’ labels.

21 _____
22 ¹ At the time of this filing, the following Beanfields® products are included in this
23 definition: Spicy Queso Bean Chips; Black Bean & Sea Salt Bean Chips; Cheddar Sour
24 Cream Bean Chips; Jalapeño Lime Bean Chips; Himalayan Salt & Vinegar Bean Chips;
25 Jalapeño Nacho Bean Chips; Himalayan Pink Salt Bean Chips; Nacho Bean Chips; Sea
26 Salt Bean Chips; Barbecue Bean Chips; Pico De Gallo Bean Chips. This definition is not
27 exhaustive, and shall include all of Defendant’s products that are similarly deceptively
28 marketed.

1 6. Additionally, in violation of federal regulations, Defendant attempts to
2 deceive by prominently making fiber claims on the Principal Display Panel and the back
3 of the packaging while also falsely stating the Percent Daily Value for the fiber content
4 contained in the Nutrition Facts panel on the Products' labels. Further, Defendant omits a
5 required disclosure statement concerning total fat which puts the fiber claims in proper
6 context.

7 7. Plaintiff and other reasonable consumers purchased the Products believing
8 that they were accurately represented. Specifically, Plaintiff and reasonable consumers
9 believed that the Products contained accurate label information and representations.
10 Plaintiff and other reasonable consumers would not have purchased the Products if they
11 had known about the misrepresentations and omissions, or would have purchased them on
12 different terms.

13 8. Plaintiff brings this action individually and on behalf of those similarly
14 situated and seeks to represent a National Class and a Pennsylvania Subclass. Plaintiff
15 seeks damages, interest thereon, reasonable attorneys' fees and costs, restitution, other
16 equitable relief, and disgorgement of all benefits Defendant has enjoyed from its unlawful
17 and deceptive business practices, as detailed herein. In addition, Plaintiff seeks injunctive
18 relief to stop Defendant's unlawful conduct in the labeling and marketing of the Products.

19 **PARTIES**

20 9. Plaintiff is a citizen of Pennsylvania, residing in Allegheny County who
21 purchased the Products during the class period, as described herein. Plaintiff's claim is
22 typical of all Class members in this regard. In addition, the advertising and labeling on the
23 package of the Products purchased by Plaintiff, including the representations, is typical of
24 the advertising and labeling of the Products purchased by members of the Class. As
25 recently as June 2020, Plaintiff purchased Defendant's Nacho Bean Chip at a price of
26 \$3.99 per bag.

27 10. Defendant is a Delaware corporation with its principal place of business in
28 Los Angeles, California. From its California headquarters, Defendant produces, markets

1 and distributes its consumer food products in retail stores across the United States
2 including stores physically located in the State of California and in this district.

3 11. Whenever reference is made in this Complaint to any representation, act,
4 omission, or transaction of a defendant, that allegation shall mean that the defendant did
5 the act, omission, or transaction through its officers, directors, employees, agents, and/or
6 representatives while they were acting within the actual or ostensible scope of their
7 authority.

8 **JURISDICTION AND VENUE**

9 12. This Court has personal jurisdiction over Defendant. Defendant's
10 headquarters is located within the State of California. Further, Defendant purposefully
11 avails itself of the California consumer market and distributes the Products to many
12 locations within this District and hundreds of retail locations throughout the State of
13 California, where the Products are purchased by hundreds of consumers every day.

14 13. This Court has original subject-matter jurisdiction over this proposed class
15 action pursuant to 28 U.S.C. § 1332(d), which, under the provisions of the Class Action
16 Fairness Act ("CAFA"), explicitly provides for the original jurisdiction of the federal
17 courts in any class action in which at least 100 members are in the proposed plaintiff class,
18 any member of the plaintiff class is a citizen of a State different from any defendant, and
19 the matter in controversy exceeds the sum of \$5,000,000.00, exclusive of interest and
20 costs. Plaintiff alleges that the total claims of individual members of the proposed Class
21 (as defined herein) are well in excess of \$5,000,000.00 in the aggregate, exclusive of
22 interest and costs.

23 14. Venue is proper in this District under 28 U.S.C. § 1391(a). Plaintiff's
24 purchases of Defendant's Products, substantial acts in furtherance of the alleged improper
25 conduct, including the dissemination of false and misleading information regarding the
26 nature, quality, and/or ingredients of the Products, occurred within this District and the
27 Defendant conducts business in this District.

28 \\\

FACTUAL ALLEGATIONS

A. Defendant Manufactures, Labels, and Advertises the Products

15. Defendant manufactures, labels, and advertises the Beanfields® bean chip Products.

16. Defendant markets and labels the Products with the representations as described herein. While the following example shows the Nacho flavor, all of the Products contain the same representations concerning protein and fiber. Specifically, all Products contain: (1) protein and fiber content claims on the front of each Products' labels, (2) the claim that each product is "PACKED WITH PROTEIN & FIBER," (3) the omission of a disclosure statement concerning total fat which puts the fiber claims in proper context, (4) the false representation of the Percent Daily Value for fiber in the Nutrition Facts panel, and (5) the omission of the Percent Daily Value for protein in the Nutrition Facts panel.

17. The following images display the front label, the back label, and an enlarged Nutrition Facts panel from the back label:

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Beanfields
BEAN CHIPS

THE BOLD BEAN CHIP
PACKED WITH PROTEIN & FIBER
GLUTEN FREE
NON GMO VEGAN
SIMPLE INGREDIENTS
POSITIVELY AD

BIG ARE BEAN PSYCH - THEY'RE GOODNES FOR JUST LEARN W ARE A BI BEANFIE

Nutrition Facts
Serving Size 1oz (28g/about 11 chips)
Servings Per Container about 6

Amount Per Serving		Calories from Fat 60	
		% Daily Value*	
Calories 130			
Total Fat 6g		9%	
Saturated Fat 0.5g		3%	
Trans Fat 0g			
Cholesterol 0mg		0%	
Sodium 180mg		8%	
Potassium 150mg		4%	
Total Carbohydrate 16g		5%	
Dietary Fiber 4g		16%	
Sugars <1g			
Protein 4g			
Vitamin A 0%		Vitamin C 2%	
Calcium 4%		Iron 4%	

* Percent Daily Values are based on a 2,000 calorie diet. Your Daily Values may be higher or lower depending on your calorie needs.

	Calories: 2,000	2,500
Total Fat	Less than 65g	80g
Saturated Fat	Less than 20g	25g
Cholesterol	Less than 300mg	300mg
Sodium	Less than 2,400mg	2,400mg
Potassium	3,500mg	3,500mg
Total Carbohydrate	300g	375g
Dietary Fiber	25g	30g

INGREDIENTS: Black Beans, Navy Beans, Brown Rice, Safflower or Sunflower Oil, Seasoning Blend (Tapioca Maltodextrin, Salt, Tomato Powder, Sugar, Onion Powder, Yeast Extract, Dehydrated Green and Red Bell Pepper, Paprika, Natural Flavors, Extractives of Annatto, Lactic Acid, Grill Flavor (From Sunflower Oil))

USA
2024
28-2266
FACT BY VOLUME,
USING SHIPPING
FACILITY
USA
NON
GMO

1 18. On the front label, as shown above, the Defendant prominently represents
2 that the product contains “4 GRAMS PROTEIN per serving” and “4 GRAMS FIBER per
3 serving.”

4 19. On the rear label, as shown above, the Defendant prominently represents that
5 the product is “PACKED WITH PROTEIN & FIBER.”

6 20. In the Nutrition Facts panel, as shown above, the Defendant notably omits
7 the Percent Daily Value for protein.

8 **B. Defendant Violates Identical Federal and State Regulations**

9 **a. Federal and State Regulations are Identical**

10 21. The FDA oversees the regulation and labeling of food pursuant to the Federal
11 Food, Drug and Cosmetic Act (“FDCA”).

12 22. California’s Sherman Food, Drug and Cosmetic Law, Cal. Heath & Saf. Code
13 § 110765 et seq. (the “Sherman Law”), incorporates all food labeling regulations
14 promulgated by the FDA under the FDCA. *See e.g.*, Cal. Heath & Saf. Code § 110100(a)
15 (“All food labeling regulations and any amendments to those regulations adopted pursuant
16 to the federal act, in effect on January 1, 1993, or adopted on or after that date shall be the
17 food labeling regulations of this state.”), § 110380 and § 110505.

18 23. Pennsylvania’s Food Safety Act states: “All regulations and supplements
19 thereto or revisions thereof adopted under the Federal acts which relate to food on, before
20 or after the effective date of this subchapter are adopted as regulations in this
21 Commonwealth.” 3 Pa. Stat. and Cons. Stat. Ann. § 5733.

22 24. Additionally, the Food Safety Act mandates that all regulations thereunder,
23 must “be construed in a manner that is consistent with the Federal acts and regulations
24 promulgated under those acts.” 3 Pa. Stat. and Cons. Stat. Ann. § 5736. Specifically, “food
25 standards and labeling requirements” must be consistent with Federal regulations. *Id.*

26 **b. Regulations Governing the Labeling of Food Products**

27 25. 21 U.S.C. § 343 addresses misbranded food and states that a “food shall be
28 deemed to be misbranded – (a) If (1) its labeling is false or misleading in any particular,

1 or (2) in the case of a food to which section 350 of this title applies, its advertising is false
2 or misleading in a material respect or its labeling is in violation of section 350(b)(2) of
3 this title.” *See* 21 U.S.C. § 343(a).

4 26. All Products contain 4 grams of protein and fiber.

5 27. All Products make nutrient content claims concerning the protein and fiber
6 content.

7 28. Reasonable consumers, including Plaintiff, believe that the term “PACKED
8 WITH PROTEIN” means that the products are “high” in protein or constitute an “excellent
9 source” of protein.

10 29. This consumer belief is consistent with FDA regulations that provide a
11 benchmark for the ability to claim that a food product is “high,” “rich in,” or “excellent
12 source of” a particular nutrient – 10 grams or more per serving for protein. *See* 21 C.F.R.
13 § 101.54; 21 C.F.R. § 101.9(c)(7)(iii).

14 30. To make a claim that a food is “high” in protein, the foods must meet a certain
15 level of Reference Daily Intake (RDI) or Daily Reference Value (DRV). For example, 21
16 C.F.R. § 101.54 requires that the “food contains 20 percent or more of the RDI or the DRV
17 per reference amount customarily consumed.” For protein, the FDA has established that
18 the RDI or DRV for adults and children over 4 years old is 50 grams. 21 C.F.R. §
19 101.9(c)(7)(iii).

20 31. Generally, a manufacturer is not required to include the DRV for protein.
21 However, when a product’s label makes a nutrient content claim related to protein content,
22 the manufacturer is required to include the DRV.²

24 ² 21 C.F.R. § 101.9(c)(7) and *see Guidance for Industry: A Food Labeling Guide*, U.S.
25 FOOD & DRUG ADMINISTRATION, [https://www.fda.gov/files/food/published/Food-](https://www.fda.gov/files/food/published/Food-Labeling-Guide-%28PDF%29.pdf)
26 [Labeling-Guide-%28PDF%29.pdf](https://www.fda.gov/files/food/published/Food-Labeling-Guide-%28PDF%29.pdf) at N22 (“The percent of the DRV is required if a
27 protein claim is made for the product or if the product is represented or purported to be
28 for use by infants or children under 4 years of age.”) (last visited July 6, 2020).

1 32. All Products referenced in Paragraph 1 fail to include the Percent Daily Value
2 for protein.

3 33. At most, the Products contain only 40% of the protein content required to
4 substantiate high protein claims.

5 34. By artfully omitting the DRV for protein, the Defendant is able to mislead
6 and deceive consumers that the Products are excellent sources of protein.

7 35. Reasonable consumers, including Plaintiff, believe that the term “PACKED
8 WITH FIBER” means that the products are “high” in fiber or constitute an “excellent
9 source” of fiber.

10 36. This consumer belief is consistent with FDA regulations that provide a
11 benchmark for the ability to claim that a food product is “high,” “rich in,” or “excellent
12 source of” a particular nutrient – 5.6 grams or more per serving for fiber. *See* 21 C.F.R. §
13 101.54; 21 C.F.R. § 101.9(c)(9).

14 37. The Products contain only 71% of the fiber content required to substantiate
15 high fiber claims.

16 38. All Products referenced in Paragraph 1 falsely state the Percent Daily Value
17 for fiber.

18 39. In the Nutrition Facts section of each Product, the fiber content is listed as
19 16% of the DRV for fiber. However, when accurately calculated, each serving represents
20 only 14% of the DRV for fiber.

21 40. Further, if a product bears a nutrient content claim related to the level of
22 dietary fiber therein, and the product is not low in total fat, then the level of total fat must
23 be disclosed in immediate proximity to the claim. *See* 21 C.F.R. § 101.54(d).

24 41. To qualify as low in total fat, the item must not exceed 3g of total fat per
25 serving. *See* 21 C.F.R. § 101.62.

26 42. Each of the Products contains twice this amount.

27 43. Each of the Products fails to contain the required disclosure statement
28 concerning the amount of total fat which must be placed in close proximity to the fiber

1 related claims on the packaging.

2 44. Despite containing only deficient amounts of protein and fiber, consumers
3 are misled by Defendant's marketing, labeling, and advertising to believe that the Products
4 are high in protein and fiber.

5 **c. The Products Are Misbranded Under the Regulations Governing the**
6 **Labeling of Food Products**

7 45. The marketing of the Products as "PACKED WITH PROTEIN & FIBER" in
8 a prominent location on the labels of all of the Products, throughout the Class Period,
9 evidences Defendant's awareness that high protein and high fiber claims are material to
10 consumers.

11 46. To be clear, Plaintiff does not allege any claims pursuant to the FDCA and
12 Sherman Law and relies on these regulations only to the extent they provide a predicate
13 basis for liability under state and common law, as set forth herein.

14 **C. Plaintiff and Consumers Purchased the Products to Their Detriment**

15 47. Plaintiff and the Class members reasonably relied to their detriment on
16 Defendant's misleading representations and omissions.

17 48. Defendant's false, misleading, and deceptive misrepresentations and
18 omissions are likely to continue to deceive and mislead reasonable consumers and the
19 general public, as they have already deceived and misled the Plaintiff and the Class
20 Members.

21 49. In making the false, misleading, and deceptive representations and omissions
22 described herein, Defendant knew and intended that consumers would pay a premium for
23 Products labeled high protein and fiber over comparable products not so labeled.

24 50. For example, Beanitos produces a bean chip that does not make false,
25 misleading, or deceptive representations concerning its protein and fiber content and sells
26 its product for a significantly lower price.

27 51. Further, despite including the same amount of protein and fiber in each
28 serving as Defendant's Products, Beanitos includes the daily percentage value for protein,

1 does not represent that its product is high in protein or fiber anywhere on the packaging,
2 properly discloses the fat content to put the fiber representations in context, and ultimately
3 sells for a lower price than Defendant's Products. Specifically, Defendant's Products sell
4 for 30% to 35% more than Beanitos' properly labeled and marketed product.³

5 52. As an immediate, direct, and proximate result of Defendant's false,
6 misleading, and deceptive representations and omissions, Defendant injured the Plaintiff
7 and the Class Members in that they:

- 8 a. Paid a sum of money for Products that were not what Defendant represented;
- 9 b. Paid a premium price for Products that were not what Defendant represented;
- 10 c. Were deprived of the benefit of the bargain because the Products they
11 purchased were different from what Defendant warranted; and
- 12 d. Were deprived of the benefit of the bargain because the Products they
13 purchased had less value than what Defendant represented.

14 53. Had Defendant not made the false, misleading, and deceptive representations
15 and omissions, Plaintiff and the Class Members would not have been willing to pay the
16 same amount for the Products they purchased, and, consequently, Plaintiff and the Class
17 Members would not have been willing to purchase the Products.

18 54. Plaintiff and the Class Members paid for Products that were high in protein
19 and fiber but received Products that were not high in protein and fiber. The products
20 Plaintiff and the Class Members received were worth less than the Products for which they
21 paid.

22 55. Based on Defendant's misleading and deceptive representations, Defendant
23 was able to, and did, charge a premium price for the Products over the cost of competitive
24 products that are not represented as high in protein and fiber.

25 56. Plaintiff and the Class Members all paid money for the Products. However,
26 Plaintiff and the Class Members did not obtain the full value of the advertised Products

27 _____
28 ³ Exhibit B compares images of Beanitos' product labels with Defendant's product labels.

1 due to Defendant's misrepresentations and omissions. Plaintiff and the Class Members
2 purchased, purchased more of, and/or paid more for, the Products than they would have
3 had they known the truth about the Products. Consequently, Plaintiff and the Class
4 Members have suffered injury in fact and lost money as a result of Defendant's wrongful
5 conduct.

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

7 57. Consumers are focused on increasing the amount of protein and fiber in their
8 diets. This increased demand indicates that consumers are willing to pay a premium for
9 products labeled and marketed as high protein⁴ and fiber.⁵

10 58. Defendant's Products are manufactured, distributed, and marketed by
11 Defendant and sold in drug, grocery, and other online and brick-and-mortar retail stores
12 nationwide.

13 59. Based on the language that appears on each product, Plaintiff reasonably
14 believed that Products were high in protein and fiber.”

15 60. The phrase “PACKED WITH PROTEIN & FIBER” is a representation to a
16 reasonable consumer that Defendant's Products are high in protein and fiber. The phrase
17 is misleading to a reasonable consumer because Defendant's Products are neither high in
18 protein nor high in fiber.

19 61. Defendant knows (and knew) that consumers will pay more for a product
20 marketed as high protein and fiber, and intended to deceive Plaintiff and putative Class
21

22
23 ⁴ See Brooks, Robert & Simpson, S.J. & Raubenheimer, David. (2010). *The price of*
24 *protein: Combining evolutionary and economic analysis to understand excessive energy*
25 *consumption*. Obesity Reviews : an official journal of the International Association for
the Study of Obesity. 11. 887-94. 10.1111/j.1467-789X.2010.00733.x.

26 ⁵ Studies show that fiber representations have significant effects on consumer behavior
27 and influence them to pay higher prices. See Ginon, Emilie & Lohéac, Youenn &
28 Martin, Christophe & Combris, Pierre & Issanchou, Sylvie. (2009). *Effect of fibre*
information on consumer willingness to pay for French baguettes. Food Quality and
Preference. 20. 343-352. 10.1016/j.foodqual.2009.01.002.

1 Members by labeling and marketing its Products as purportedly high-protein and high-
2 fiber products.

3 **CLASS DEFINITIONS AND ALLEGATIONS**

4 62. Plaintiff brings this action as a class action pursuant to Federal Rules of Civil
5 Procedure 23(b)(2) and 23(b)(3) on behalf of herself, on behalf of all others similarly
6 situated, and as a member of the Classes defined as follows (collectively, the “Class”):

7 All citizens of the United States who, within the relevant statute of limitations
8 periods, purchased Defendants’ Products (“Nationwide Class”);

9 All citizens of Pennsylvania, within the six years prior to the filing of the initial
10 Complaint, purchased Defendants’ Products (“Pennsylvania Subclass”).

11 63. Excluded from the Class are Defendant, its parents, subsidiaries, affiliates,
12 officers, and directors, those who purchased the Products for resale, all persons who make
13 a timely election to be excluded from the Class, the judge to whom the case is assigned
14 and any immediate family members thereof, and those who assert claims for personal
15 injury.

16 64. The members of the Class are so numerous that joinder of all Class Members
17 is impracticable. Defendant has sold, at a minimum, tens of thousands of units of the
18 Products to Class Members.

19 65. There is a well-defined community of interest in the questions of law and fact
20 involved in this case. Questions of law and fact common to the members of the putative
21 classes that predominate over questions that may affect individual Class Members include,
22 but are not limited to the following:

- 23 a. whether Defendant misrepresented material facts concerning the Products on
24 the label of every product;
- 25 b. whether Defendant’s conduct was unfair, misleading, and/or deceptive;
- 26 c. whether Defendant has been unjustly enriched as a result of the unlawful,
27 fraudulent, and unfair conduct alleged in this Complaint such that it would
28

1 be inequitable for Defendant to retain the benefits conferred upon them by
2 Plaintiff and the classes;

3 d. whether Plaintiff and the Class are entitled to equitable and/or injunctive
4 relief;

5 e. whether Defendant breached express warranties to Plaintiff and the classes;

6 f. whether Plaintiff and the classes have sustained damages with respect to the
7 common-law claims asserted, and if so, the proper measure of their damages.

8 66. Plaintiff's claims are typical of those of other Class Members because
9 Plaintiff, like all members of the classes, purchased Defendant's Products bearing the high
10 protein representations and Plaintiff sustained damages from Defendant's wrongful
11 conduct.

12 67. Plaintiff will fairly and adequately protect the interests of the classes and has
13 retained counsel that is experienced in litigating complex class actions. Plaintiff has no
14 interests which conflict with those of the classes.

15 68. A class action is superior to any other available means for the fair and
16 efficient adjudication of this controversy, and no unusual difficulties are likely to be
17 encountered in the management of this class action. The damages or other financial
18 detriment suffered by Plaintiff and the other Class Members are relatively small compared
19 to the burden and expense that would be required to individually litigate their claims
20 against Defendant, making it impracticable for Class Members to individually seek redress
21 for Defendant's wrongful conduct. Even if Class Members could afford individual
22 litigation, the court system could not. Individualized litigation creates a potential for
23 inconsistent or contradictory judgments, and increases the delay and expense to all parties
24 and the court system. By contrast, the class action device presents far fewer management
25 difficulties, and provides the benefits of single adjudication, economies of scale, and
26 comprehensive supervision by a single court.

1 69. The prerequisites to maintaining a class action for equitable relief are met as
2 Defendant has acted or refused to act on grounds generally applicable to the classes,
3 thereby making appropriate equitable relief with respect to the classes as a whole.

4 70. The prosecution of separate actions by members of the classes would create
5 a risk of establishing inconsistent rulings and/or incompatible standards of conduct for
6 Defendant. For example, one court might enjoin Defendant from performing the
7 challenged acts, whereas another might not. Additionally, individual actions could be
8 dispositive of the interests of the classes even where certain Class Members are not parties
9 to such actions.

10 **FIRST CLAIM FOR RELIEF**

11 **Violations of the Unfair Competition Law**

12 **Cal. Bus. & Prof. Code §§ 17200 *et seq.***

13 71. Plaintiff repeats and realleges each and every factual allegation contained in
14 the foregoing paragraphs as if fully set forth herein.

15 72. Plaintiff brings this claim individually and on behalf of the members of the
16 proposed Class against the Defendant.

17 73. Defendant's conduct constitutes an unfair business act and practice pursuant
18 to California Business & Professions Code §§ 17200, *et seq.* (the "UCL"). The UCL
19 provides, in pertinent part: "Unfair competition shall mean and include unlawful, unfair
20 or fraudulent business practices and unfair, deceptive, untrue or misleading advertising . .
21 . ."

22 74. Defendant's knowing conduct, as alleged herein, constitutes an "unfair"
23 and/or "fraudulent" business practice, as set forth in California Business & Professions
24 Code §§ 17200-17208.

25 75. Defendant's conduct was and continues to be unfair and fraudulent because,
26 directly or through its agents and employees, Defendant made materially false
27 representations and omissions.

28 76. As described herein, Defendant made representations that the Products are

1 high in protein and fiber when the Products are not high in protein and fiber.

2 77. Defendant is aware that the representations and omissions they have made
3 about the Products were and continue to be false and misleading.

4 78. Defendant had an improper motive—to derive financial gain at the expense
5 of accuracy or truthfulness—in its practices related to the labeling and advertising of the
6 Products.

7 79. There were reasonable alternatives available to Defendant to further its
8 legitimate business interests, other than the conduct described herein.

9 80. Defendant’s misrepresentations of material facts, as set forth herein, also
10 constitute an “unlawful” practice because they violate California Civil Code §§ 1572,
11 1573, 1709, 1710, 1711, and 1770 and the laws and regulations cited herein, as well as the
12 common law.

13 81. Defendant’s conduct in making the representations and omissions described
14 herein constitutes a knowing failure to adopt policies in accordance with and adherence to
15 applicable laws, as set forth herein, all of which are binding upon and burdensome to their
16 competitors. This conduct creates an unfair competitive advantage for Defendant, thereby
17 constituting an unfair business practice under California Business & Professions Code §§
18 17200-17208.

19 82. In addition, Defendant’s conduct was, and continues to be, unfair in that its
20 injury to countless purchasers of the Products is substantial, and is not outweighed by any
21 countervailing benefits to consumers or to competitors.

22 83. Moreover, Plaintiff and members of the Class could not have reasonably
23 avoided such injury. Defendant’s material misrepresentations and omissions regarding the
24 Products were likely to deceive, and Defendant knew or should have known that its
25 misrepresentations and omissions were untrue and misleading. Plaintiff purchased the
26 Products in reliance on the representations made by Defendant, including that the
27 Products’ labeling was accurate as alleged herein, and without knowledge of Defendant’s
28 misrepresentations and omissions.

1 84. Plaintiff and members of the Class have been directly and proximately
2 injured by Defendant’s conduct in ways including, but not limited to, the monies paid to
3 Defendant for the Products, interest lost on those monies, and consumers’ unwitting
4 support of a business enterprise that promotes deception and undue greed to the detriment
5 of consumers, such as Plaintiff and members of the Classes.

6 85. As a result of the business acts and practices described above, Plaintiff and
7 members of the Classes, pursuant to § 17203, are entitled to an Order enjoining such future
8 wrongful conduct on the part of Defendant and such other Orders and judgments that may
9 be necessary to disgorge Defendant’s ill-gotten gains and to restore to any person in
10 interest any money paid for the Products as a result of the wrongful conduct of Defendant.

11 86. Pursuant to Civil Code § 3287(a), Plaintiff and the members of the Classes
12 are further entitled to pre-judgment interest as a direct and proximate result of Defendant’s
13 unfair and fraudulent business conduct. The amount on which interest is to be calculated
14 is a sum certain and capable of calculation, and Plaintiff and the class members are entitled
15 to interest in an amount according to proof.

16 **SECOND CLAIM FOR RELIEF**

17 **Violations of the False Advertising Law,**

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

19 87. Plaintiff repeats and realleges each and every factual allegation contained in
20 the foregoing paragraphs as if fully set forth herein.

21 88. Plaintiff brings this claim individually and on behalf of the members of the
22 proposed Classes against the Defendant.

23 89. California’s False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.*,
24 makes it “unlawful for any person to make or disseminate or cause to be made or
25 disseminated before the public in this state, ... in any advertising device ... or in any other
26 manner or means whatever, including over the Internet, any statement, concerning ...
27 personal property or services, professional or otherwise, or performance or disposition
28 thereof, which is untrue or misleading and which is known, or which by the exercise of

1 reasonable care should be known, to be untrue or misleading.”

2 90. Defendant committed acts of false advertising, as defined by §§ 17500, *et*
3 *seq.*, by misrepresenting that the Products were high in protein and fiber.

4 91. Defendant knew or should have known through the exercise of reasonable
5 care that its “PACKED WITH PROTEIN & FIBER” representation and other
6 misrepresentations for the Products were false, misleading and/or deceptive.

7 92. Defendant’s actions in violation of § 17500 were false and misleading such
8 that the general public is and was likely to be deceived. Consumers, including Plaintiff
9 and members of the Classes, necessarily and reasonably relied on Defendant’s statements
10 regarding the contents of its products. Consumers, including Plaintiffs and members of
11 the Classes, were among the intended targets of such representations.

12 93. As a result of Defendant’s conduct, Plaintiffs and members of the Classes
13 were harmed and suffered actual damages as a result of Defendant’s FAL violations
14 because: (a) they would not have purchased the Products on the same terms if they knew
15 that the Products were not high in protein; (b) they paid a price premium for the Products
16 based on Defendant’s Misrepresentations; and (c) the Products do not have the
17 characteristics, ingredients, uses, benefits, or quantities as promised, namely the
18 represented protein content. Additionally, misbranded food products cannot legally be
19 manufactured, held, advertised, distributed or sold. Thus, misbranded food has no
20 economic value and is worthless as a matter of law, and purchasers of misbranded food
21 are entitled to a refund of the purchase price of the misbranded food. Plaintiffs and
22 members of the Classes have thus been damaged either in the full amount of the purchase
23 price of the Products or in the difference in value between the Products as warranted and
24 the Products as actually sold. Defendant has further been unjustly enriched at the expense
25 of Plaintiffs and the members of the Classes.

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THIRD CLAIM FOR RELIEF

Violations of the Consumer Legal Remedies Act,

Cal. Civ. Code §§ 1750 *et seq.*

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3
4 94. Plaintiff repeats and realleges each and every factual allegation contained in
5 the foregoing paragraphs as if fully set forth herein.

6 95. Plaintiff brings this claim individually and on behalf of the members of the
7 proposed Classes against the Defendant.

8 96. At all times relevant hereto, Plaintiff and Class Members were
9 “consumer[s],” as defined in Civil Code section 1761(d).

10 97. At all times relevant hereto, Defendant constituted a “person,” as defined in
11 Civil Code section 1761(c).

12 98. At all times relevant hereto, the Products manufactured, marketed,
13 advertised, and sold by Defendant constituted “goods,” as defined in Civil Code section
14 1761(a).

15 99. The purchases of the Products by Plaintiff and Class Members were and are
16 “transactions” within the meaning of Civil Code section 1761(e).

17 100. Defendant disseminated, or caused to be disseminated, through its packaging,
18 labeling, marketing and advertising misrepresentations that the Products were and are high
19 in protein and fiber.

20 101. Defendant’s representations violate the CLRA in at least the following
21 respects:

22 a. In violation of Civil Code § 1770(a)(5), Defendant represented that the
23 Products have characteristics, ingredients, uses, benefits, and quantities
24 which they do not have;

25 b. In violation of Civil Code § 1770(a)(7), Defendant represented that the
26 Products are of a particular standard, quality, or grade, which they are not;
27 and
28

1 c. In violation of Civil Code § 1770(a)(9), Defendant advertised the Products
2 with an intent not to sell the products as advertised.

3 102. Defendant knew or should have known that its Products did not contain the
4 claimed characteristics because Defendant manufactured, marketed and sold its Products
5 without those characteristics that it claimed. Defendant knew or should have known that
6 its representations about its products as described herein violated consumer protection
7 laws, and that these statements would be relied upon by Plaintiff and Class Members.

8 103. Defendant's actions as described herein were done with conscious disregard
9 of Plaintiff's and the Class Members' rights and was wanton and malicious.

10 104. Defendant's wrongful business practices constituted, and constitute, a
11 continuing course of conduct in violation of the CLRA since Defendant is still
12 representing that its Products have characteristics which they do not have.

13 105. Pursuant to Civil Code section 1782(d), Plaintiff and Class Members seek an
14 order enjoining Defendant from engaging in the methods, acts, and practices alleged
15 herein, and for restitution and disgorgement.

16 106. Pursuant to Civil Code section 1782, Plaintiffs notified Defendant in writing
17 by certified mail of the alleged violations of the CLRA and demanded that Defendant
18 rectify the problems associated with the actions detailed above and give notice to all
19 affected consumers of its intent to so act.

20 107. With respect to those violations of Civil Code § 1770 as to which notification
21 was received and accepted by Defendant, Defendant failed to respond to Plaintiff's timely
22 demands within 30 days of Plaintiff's notice. Accordingly, Plaintiffs hereby request
23 damages from Defendant as provided for in Civil Code § 1780 including:

- 24 a. actual damages in excess of the jurisdictional limits of this Court;
25 b. statutory damages allowable under Civil Code § 1780;
26 c. punitive damages;
27 d. attorneys' fees;
28 e. court costs and interest; and

1 f. any other relied which the court deems proper.

2 108. Pursuant to § 1780(d) of the CLRA, attached as Exhibit A is an affidavit
3 showing that this action was commenced in a proper forum.

4 **FOURTH CLAIM FOR RELIEF**

5 **Breach of Express Warranties**

6 109. Plaintiff repeats and realleges each and every factual allegation contained in
7 the foregoing paragraphs as if fully set forth herein.

8 110. Plaintiff brings this claim individually and on behalf of the members of the
9 proposed Classes against the Defendant.

10 111. As discussed above, Defendant promised and expressly warranted that the
11 Products contained an excellent source of protein and fiber.

12 112. Plaintiff and Class Members relied on these representations when purchasing
13 Products.

14 113. These promises and affirmations of fact constitute express warranties that
15 became part of the basis of the bargain between Plaintiff, Class Members, and the
16 Defendant.

17 114. All conditions precedent to Defendant's liability under the contract,
18 including notice, have been performed by Plaintiff and the Class Members.

19 115. Defendant has breached the terms of its express warranties by failing to
20 provide the Products as warranted.

21 116. As a result of Defendant's breach of its warranties, Plaintiff and others
22 similarly situated have been damaged in the amount of the purchase price of the Products.

23 **FIFTH CLAIM FOR RELIEF**

24 **Violation of Pennsylvania Unfair Trade Practices and Consumer Protection Law,**

25 **73 Pa. Cons. Stat. §§ 201-2 and 201-3, *et seq.***

26 **(As to the Pennsylvania Subclass Only)**

27 117. Plaintiff repeats and realleges each and every factual allegation contained in
28 the foregoing paragraphs as if fully set forth herein.

1 118. Plaintiff brings this Count individually and on behalf of the members of the
2 Pennsylvania Subclass.

3 119. Defendant is a “person,” as meant by 73 Pa. Cons. Stat. § 201-2(2).

4 120. Plaintiff and Pennsylvania Class Members purchased goods and services in
5 “trade” and “commerce,” as meant by 73 Pa. Cons. Stat. § 201-2(3), primarily for personal,
6 family, and/or household purposes.

7 121. Defendant engaged in unfair methods of competition and unfair or deceptive
8 acts or practices in the conduct of its trade and commerce in violation of 73 Pa. Cons. Stat.
9 § 201-3, including the following: representing that its goods and services have
10 characteristics, uses, benefits, and qualities they do not have (73 Pa. Cons. Stat. § 201-
11 2(4)(v)); representing that its goods and services are of a particular standard or quality if
12 they are another (73 Pa. Cons. Stat. § 201-2(v)(vii)); and advertising its goods and services
13 with intent not to sell them as advertised (73 Pa. Cons. Stat. § 201-2(4)(ix)); and engaging
14 in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of
15 misunderstanding (73 Pa. Cons. Stat. § 201-2(v)(xxi)).

16 122. As alleged more fully above, Defendant has violated the Unfair Trade
17 Practices and Consumer Protection Law by misleadingly, deceptively, and falsely
18 representing to Plaintiff and the other members of the Pennsylvania Subclass that the
19 Products are excellent sources of protein when in fact they are not excellent sources of
20 protein.

21 123. Defendant’s representations and omissions were material because they were
22 likely to deceive reasonable consumers.

23 124. As a direct and proximate result of Defendant’s deceptive acts and practices,
24 Plaintiff and the Pennsylvania Subclass have suffered and will continue to suffer injury,
25 ascertainable losses of money or property, and monetary and non-monetary damages,
26 including from not receiving the benefit of their bargain in purchasing the Products.

27 125. Plaintiff and other members of the Pennsylvania Subclass lost money or
28 property as a result of Defendant’s violations because: (a) they would not have purchased

1 the Products on the same terms if they knew that the Products were not excellent sources
2 of protein; (b) they paid a substantial price premium compared to other food products due
3 to Defendant's misrepresentations; and (c) the Products do not have the characteristics,
4 uses, or benefits as promised.

5 126. Plaintiff and the Pennsylvania Subclass seek all monetary and non-monetary
6 relief allowed by law, including actual damages or statutory damages of \$100 (whichever
7 is greater), treble damages, attorneys' fees and costs, and any additional relief this Court
8 deems necessary or proper.

9 **RELIEF DEMANDED**

10 127. WHEREFORE, Plaintiff, individually and on behalf of all others similarly
11 situated, seeks judgment against Defendant, as follows:

- 12 a. For an order certifying the Class under Rule 23 of the Federal Rules of Civil
13 Procedure and naming Plaintiff as representative of the Classes and
14 Plaintiff's attorneys as Class Counsel to represent the members of the
15 Classes;
- 16 b. For an order declaring the Defendant's conduct violates the statutes and laws
17 referenced herein;
- 18 c. For an order awarding, as appropriate, compensatory and monetary damages,
19 restitution or disgorgement to Plaintiff and the Classes for all causes of
20 action;
- 21 d. For an order requiring Defendant to immediately cease and desist from
22 selling their misbranded Products in violation of law; enjoining Defendant
23 from continuing to label, market, advertise, distribute, and sell the Products
24 in the unlawful manner described herein; and ordering Defendant to engage
25 in corrective action;
- 26 e. For prejudgment and postjudgment interest on all amounts awarded;
- 27 f. For an order awarding punitive damages; and
- 28 g. For an order awarding attorneys' fees and expenses and costs of suit.

1 Dated: November 24, 2020

2 Respectfully submitted,

3 By: /s/ Joshua D. Boxer

4 Matthew J. Matern (SBN 159798)
5 Joshua D. Boxer (SBN 226712)
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21
22 By: /s/ Steffan T. Keeton

23 Steffan T. Keeton*
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28 stkeeton@keetonfirm.com

**pro hac vice* to be sought
Attorneys for Plaintiff and the Class

1 **JURY DEMAND**

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

3
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5 Dated: November 24, 2020

6 Respectfully submitted,

7
8
9 By: /s/ Joshua D. Boxer

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11 Joshua D. Boxer (SBN 226712)
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By: /s/ Steffan T. Keeton

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**pro hac vice* to be sought

Attorneys for Plaintiff and the Class

EXHIBIT A

DECLARATION OF ANNE WIGHTMAN

I, Anne Wightman, declare as follows:

1. I am the Plaintiff in the within lawsuit against Beanfields PBC and specifically to the First Cause of Action for Violations of the Unfair Competition Act.

2. I am competent adult, over eighteen years of age, and at all times material to this action I have been a citizen of the United States, residing in Pennsylvania. I make this affidavit as required by California Civil Code §1780(d).

3. The Complaint in this action is filed in the proper place for trial because the Defendant is doing business in Los Angeles County, which is where a substantial portion of the transactions at issue in the complaint arose.

I declare under penalty of perjury under the laws of the United States that the foregoing is true to the best of my knowledge.

Executed this 23rd day of November at Washington, Pennsylvania



Anne Wightman

EXHIBIT B





Nutrition Facts

Serving Size 1oz (28g/about 11 chips)
Servings Per Container about 6

Amount Per Serving
Calories 130 Calories from Fat 60

		% Daily Value*
Total Fat 6g		9%
Saturated Fat 0.5g		3%
Trans Fat 0g		
Cholesterol 0mg		0%
Sodium 180mg		8%
Potassium 150mg		4%
Total Carbohydrate 16g		5%
Dietary Fiber 4g		16%
Sugars <1g		

Protein 4g

Vitamin A 0% • Vitamin C 2%
Calcium 4% • Iron 4%

* Percent Daily Values are based on a 2,000 calorie diet. Your Daily Values may be higher or lower depending on your calorie needs.

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Potassium		3,500mg	3,500mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

INGREDIENTS: Black Beans, Navy Beans, Brown Rice, Safflower or Sunflower Oil, Seasoning Blend (Tapioca Maltodextrin, Salt, Tomato Powder, Sugar, Onion Powder, Yeast Extract, Dehydrated Green and Red Bell Pepper, Paprika, Natural Flavors, Extractives of Annatto, Lactic Acid, Grill Flavor (From Sunflower Oil))

Crafted with care in the USA for
Beanfields, PBC
Los Angeles, CA 90034
865-EAT-BEANS (855-328-2326)

THIS PACKAGE IS SOLD BY WEIGHT, NOT BY VOLUME.
CONTENTS MAY HAVE SETTLED DURING SHIPPING.

MADE IN A PEANUT FREE FACILITY.



MADE IN THE USA



IT'S GOOD BEAN™ connected
Feeling connected is a good feeling. And we're not talking about connected as in glued to your phone, swiping left, right, up or down. We mean connected IRL. Those meaningful connections that give us joy and a sense of belonging, and of purpose. That's what inspired us to create a purposeful super snack, harvested straight from the power of beans. A super snack that's not only good for you, but freakin' awesome for keeping the planet healthy. And better yet? Our Dippers also make a great pairing with hummus or salsa, and are designed for sharing, which makes it the perfect snack for connecting over. No internet required.

Nutrition Facts

10 servings per container
Serving size 1oz (28g/about 9 chips)

Amount Per Serving
Calories 120

		% Daily Value*
Total Fat 6g		8%
Saturated Fat 0.5g		3%
Trans Fat 0g		
Polyunsaturated Fat 2g		
Monounsaturated Fat 3.5g		
Cholesterol 0mg		0%
Sodium 115mg		5%
Total Carbohydrate 16g		6%
Dietary Fiber 4g		14%
Total Sugars 0g		
Includes 0g Added Sugars		0%
Protein 4g		5%

Vit. D 0mg 0% • Calcium 39mg 4%
Iron 1mg 6% • Potas. 173mg 4%
Vit. A 0mg 0% • Vit. C 0mg 0%

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used as a general nutrition advice.

INGREDIENTS: Cooked Black Beans, Safflower Oil, Rice Flour, Tapioca, Sea Salt.

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BEANITOS
BORN IN AUSTIN, TX

FIND THE GOOD AT BEANITOS.COM

Nutrition Facts

Serving Size 1oz (28g/about 11 chips)
Servings Per Container about 6

Amount Per Serving

Calories 130 **Calories from Fat** 60

% Daily Value*

Total Fat 6g	9%
Saturated Fat 0.5g	3%
<i>Trans</i> Fat 0g	
Cholesterol 0mg	0%
Sodium 180mg	8%
Potassium 150mg	4%
Total Carbohydrate 16g	5%
Dietary Fiber 4g	16%
Sugars <1g	
Protein 4g	

Vitamin A 0%	•	Vitamin C 2%
Calcium 4%	•	Iron 4%

* Percent Daily Values are based on a 2,000 calorie diet. Your Daily Values may be higher or lower depending on your calorie needs.

	Calories:	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400m	2,400mg
Potassium		3,500mg	3,500mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

INGREDIENTS: Black Beans, Navy Beans, Brown Rice, Safflower or Sunflower Oil, Seasoning Blend (Tapioca Maltodextrin, Salt, Tomato Powder, Sugar, Onion Powder, Yeast Extract, Dehydrated Green and Red Bell Pepper, Paprika, Natural Flavors, Extractives of Annatto, Lactic Acid, Grill Flavor (From Sunflower Oil))

Nutrition Facts

10 servings per container
Serving size 1oz (28g/about 9 chips)

Amount Per Serving

Calories 120

% Daily Value*

Total Fat 6g	8%
Saturated Fat 0.5g	3%
<i>Trans</i> Fat 0g	
Polyunsaturated Fat 2g	
Monounsaturated Fat 3.5g	
Cholesterol 0mg	0%
Sodium 115mg	5%
Total Carbohydrate 16g	6%
Dietary Fiber 4g	14%
Total Sugars 0g	
Includes 0g Added Sugars	0%
Protein 4g	5%

Vit. D 0mcg 0%	•	Calcium 39mg 4%
Iron 1mg 6%	•	Potas. 173mg 4%
Vit. A 0mcg 0%	•	Vit. C 0mg 0%

* The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: Cooked Black Beans, Sunflower Oil, Rice Flour, Tapioca Starch and Sea Salt.