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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

DARLENE HARRIS, ANNEMARIE  
NEWBOLD, and STEPHANIE  
ESCOBAR, individually and on behalf  
of all others similarly situated,

Plaintiffs,

vs.

SNAPPLE BEVERAGE CORP. and  
KEURIG DR. PEPPER INC.,

Defendants.

Case No.

**CLASS ACTION COMPLAINT**

1. VIOLATION OF CALIFORNIA  
CONSUMERS LEGAL  
REMEDIES ACT, CIVIL CODE §  
1750, *et. seq.*
2. VIOLATION OF CALIFORNIA  
FALSE ADVERTISING LAW,  
BUSINESS AND PROFESSIONS  
CODE § 17500, *et. seq.*
3. VIOLATION OF CALIFORNIA  
UNFAIR COMPETITION LAW,  
BUSINESS AND PROFESSIONS  
CODE § 17200, *et. seq.*
4. UNJUST ENRICHMENT
5. BREACH OF EXPRESS  
WARRANTY

**DEMAND FOR JURY TRIAL**

Plaintiffs Darlene Harris, Stephanie Escobar, and Annemarie Newbold, (“Plaintiffs”), individually and on behalf of all other similarly situated purchasers (the “Class”), bring this class action lawsuit against Snapple Beverage Corp. and Keurig Dr. Pepper Inc. (collectively referred to herein as “Defendants”), and allege as follows:

## INTRODUCTION

1. Defendants peddle Snapple beverage products, including their Apple, Watermelon Lemonade, Kiwi Strawberry, Mango Madness, Orangeade, Raspberry Peach, Strawberry Pineapple Lemonade, Lemonade, and Pink Lemonade (the “Products”) as “All Natural.” In reality, and unbeknownst to consumers who rely on Defendants’ name and reputation, the Products contain added coloring, rendering the “All Natural” labels false, misleading, and deceptive. True and correct representations of the Products’ front labels are set forth below:



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2. Plaintiffs bring this class action lawsuit on behalf of all purchasers of the Products within the United States, or alternatively, within the State of California, during the last four years.

3. Plaintiffs bring this class action against Defendants, who are among the United States' leading producers of beverage products. Defendants have realized that, based on the public's concern about natural and healthy foods, there is a financial benefit to be derived in selling products claiming to be natural. Accordingly, Defendants label their Products as "All Natural," even though the Products contain added color in violation of California and federal advertising laws.

4. Plaintiffs seek to secure injunctive relief and restitution for the Class against Defendants for false and misleading advertising in violation of California’s Business & Professions Code section 17200, *et seq.*, Business & Professions Code section 17500, *et seq.*, and the Consumers Legal Remedies Act Civil Code section 1750, *et seq.* Defendants made and continue to make false and misleading statements in their advertising of the Products. Specifically, Defendants label the Products as “All Natural” and market them as such, even though the Products contain coloring additives that are not expected to be found in natural fruit drinks.

5. By letter dated December 8, 2020, Plaintiffs advised Defendants of their false and misleading claims pursuant to California Civil Code Section 1782(a). Plaintiff has provided Defendant with notice of its violations of the CLRA pursuant to Civil Code section 1782(a).

## PARTIES

6. Plaintiffs are, and at all times relevant hereto were, citizens of the United States.

7. **Plaintiff Darlene Harris** is a citizen of California, residing in Sacramento. Plaintiff Darlene Harris purchased the All Natural Kiwi-Strawberry Lemonade and the All Natural Mango Madness most frequently from a Walgreens



1 store in Sacramento, California, but also at other grocery or convenient stores in  
2 Sacramento, California, and bay area in late 2020, and early 2021.

3 8. **Plaintiff Stephanie Escobar** is a citizen of California. Plaintiff Stephanie  
4 Escobar purchased the All Natural Snapple Apple from a Ralphs store in Culver City,  
5 California in 2019.

6 9. **Plaintiff Annemarie Newbold** is a citizen of Kentucky. Plaintiff  
7 Annemarie Newbold purchased the All Natural Snapple Apple from a Target store in  
8 Louisville, Kentucky in 2019.

9 10. In making their purchases, Plaintiffs relied upon Defendants' labeling and  
10 advertising claims, namely, the "All Natural" label clearly printed on the front of the  
11 bottles. These claims were prepared and approved by Defendants and their agents and  
12 disseminated statewide and nationwide, to encourage consumers to purchase the  
13 Products. If Plaintiffs had known that the Products were not completely natural, they  
14 would not have purchased the Products.

15 11. Keurig Dr. Pepper Inc. is a corporation headquartered in Plano, Texas.  
16 Keurig Dr. Pepper Inc. maintains its principal business office at 5301 Legacy Dr.  
17 Plano, Texas 75024. Keurig Dr. Pepper Inc., directly and through its agents, has  
18 substantial contacts with and receives substantial benefits and income from and  
19 through the State of California. Keurig Dr Pepper Inc. is one of the owners,  
20 manufacturers, and distributors of the Products, and is one of the companies that  
21 created and/or authorized the false, misleading, and deceptive packaging of the  
22 Products.

23 12. Snapple Beverage Corp. is a corporation headquartered in Plano, Texas.  
24 Snapple Beverage Corp. maintains its principal business office at 5301 Legacy Dr.  
25 Plano, Texas 75024. Snapple Beverage Corp., directly and through its agents, has  
26 substantial contacts with and receives substantial benefits and income from and  
27 through the State of California. Snapple Beverage Corp. is one of the owners,  
28

1 manufacturers, and distributors of the Products, and is one of the companies that  
 2 created and/or authorized the false, misleading, and deceptive packaging of the  
 3 Products.

#### 4 **JURISDICTION AND VENUE**

5 13. This Court has subject matter jurisdiction of this action pursuant to 28  
 6 U.S.C. Section 1332 of the Class Action Fairness Act of 2005 because: (i) there are  
 7 100 or more class members, (ii) there is an aggregate amount in controversy  
 8 exceeding \$5,000,000, exclusive of interest and costs, and (iii) there is minimal  
 9 diversity because at least one Plaintiff and Defendants are citizens of different states.  
 10 The Court has supplemental jurisdiction over any state law claims pursuant to 28  
 11 U.S.C. Section 1367.

12 14. Pursuant to 28 U.S.C. Section 1391, this Court is the proper venue for this  
 13 action because a substantial part of the events, omissions, and acts giving rise to the  
 14 claims herein occurred in this District: Plaintiff Darlene Harris is a citizen of  
 15 California who resides in this District; Defendants made the challenged false  
 16 representations to Plaintiff Harris and many other California consumers in this  
 17 District; Ms. Harris purchased the Products and consumed the Products within this  
 18 District, and thus, was injured in this District. Moreover, Defendants receive  
 19 substantial compensation from sales in this District, and Defendants made numerous  
 20 misrepresentations which had a substantial effect in this District involving their  
 21 labeling and advertising representations.

22 15. Defendants are subject to personal jurisdiction in California based upon  
 23 sufficient minimum contacts which exist between Defendants and California.  
 24 Defendants are authorized to do and are doing business in California.

#### 25 **FACTUAL ALLEGATIONS**

26 16. Defendants label and advertise their Products as “All Natural.” In reality,  
 27 the Products are not “All Natural” because they contain added color. The specific  
 28

1 food coloring agents in the Products are “vegetable and fruit juice concentrates,”  
2 “vegetable juice concentrates,” “fruit juice concentrates,” and/or “beta carotene.”

3 17. The Food and Drug Administration (“FDA”) does not regard foods with  
4 added coloring as natural, no matter the source of the coloring agent. According to  
5 their guidelines, they “have considered ‘natural’ to mean that nothing artificial or  
6 synthetic (including colors regardless of source) is included in, or has been added to,  
7 the product that would not normally be expected to be there (56 FR 60421 at  
8 60466).”<sup>1</sup>

9 18. On November 10, 2015, in response to citizen petitions and consumer  
10 requests, the FDA announced the establishment of a docket to receive information  
11 and comments on the use of the term “natural” in the labeling of human food products  
12 to determine whether a definition of “natural” should be established.

13 19. Among the 7,687 public comments received by the FDA, not one  
14 comment from the public stated that “natural” should be allowed in food labeling if  
15 color is added to a food; rather, hundreds of comments stated “natural” should only  
16 be used for foods which are free from added coloring. Some representative examples  
17 include:

18 a. “When I see the word ‘Natural’ on packaging, I expect the contents  
19 to have only ingredients as they are found in nature. No chemicals, no coloring, no  
20 flavoring, no GMO’s.” (Comment from Kristine Milochik. Posted 02/23/2016)

21 b. “I think the term ‘Natural’ should be banned from food labeling. It  
22 is too ambiguous! It should be removed from all descriptors, including: Natural  
23 Flavor, Natural colors, All Natural and so on. I think for the interest of transparency  
24 all food ingredients should be simply labeled. The consumer has the right to know  
25

26  
27 <sup>1</sup> Leslie Kux, *FDA Rulemaking Re Term Natural*, 12 November 2015.  
28 <https://www.federalregister.gov/documents/2015/11/12/2015-28779/use-of-the-term-natural-in-the-labeling-of-human-food-products-request-for-information-and-comments>. (Last visited February 10, 2021).

1 what they are eating or drinking.” (Comment from Daniel Kinkelaar. Posted  
2 08/26/2016)

3 c. “I firmly believe that consumers should be made aware of what  
4 they are purchasing when shopping for food and too many times companies are  
5 fooling the public by using the word ‘Natural’ when in fact it is not. When I see the  
6 word Natural on a food product, I consider this to mean that it is free from all  
7 additives, GMOs, Preservatives, Drugs, or colors. It is in it’s natural state. I would  
8 like to see the FDA put more stringent requirements on companies who wish to use  
9 this term in their products.” (Comment from Artemis Hader. Posted on 02/18/2016)

10 d. “The term ‘Natural’ should only appear on foods that are organic  
11 without any preservatives or man-made chemicals. The food should be GMO-free and  
12 contain no added colors, flavors, or synthetic substances. If a food product fails to  
13 meet any of these requirements, then it should not be allowed to have the label  
14 ‘Natural’ on it.” (Comment from Sara Burr. Posted on 03/16/2016)

15 e. “Natural should indeed mean no preservatives, additives, GMO's  
16 and or flavor or color enhancers...” (Comment from Roy Collicutt. Posted on  
17 03/15/2016)

18 20. To date, the FDA has not announced its decision to further define or  
19 regulate the term “natural” in food labeling.

20 21. The “All Natural” label is prominently and conspicuously printed on the  
21 front of the Products. But the added coloring agents in the Products render the “All  
22 Natural” label claims false. The added coloring agents, regardless of their source, are  
23 not ingredients consumers would normally expect to be included products that are  
24 labeled as “All Natural.”

25 22. There are market incentives for companies to label their products as  
26 “natural.” According to a national representative survey, more than half of consumers  
27 look for products with a “natural” food label, often under “the false belief that they’re  
28



1 produced without...artificial ingredients.”<sup>2</sup> As stated *supra*, the FDA considers  
 2 “natural” to be defined as a product that includes nothing artificial “including colors  
 3 *regardless of source*” [emphasis added].<sup>3</sup> The process by which naturally-sourced  
 4 food coloring is added to products alters their status and renders them as no longer  
 5 “natural.” Therefore, the reasonable consumer will pay a price premium for products  
 6 with an “All Natural” label because they believe these products are safer, more  
 7 nutritious, or otherwise have different attributes than products that do not have the  
 8 label, all things being equal. Thus, these market forces push producers, like  
 9 Defendants, to deceptively label their products as “All Natural” to give themselves a  
 10 market advantage.

11 23. Reasonable consumers do not expect a product prominently labeled as  
 12 “All Natural” to have added coloring. The Products’ labels have the “capacity,  
 13 likelihood, or tendency to deceive or confuse the public” into believing that they are  
 14 fully natural and are truthfully labeled. *Williams v. Gerber Prods. Co.*, 552 F.3d 934,  
 15 938 (9th Cir. 2008) (citing *Kasky v. Nike, Inc.*, 27 Cal.4th 939, 951 (2002) and *Leoni*  
 16 *v. State Bar*, 39 Cal. 3d 609, 626 (1985)) (The California Supreme Court has  
 17 recognized “that [consumer protection] laws prohibit ‘not only advertising which is  
 18 false, but also advertising which, although true, is either actually misleading or which  
 19 has a capacity, likelihood or tendency to deceive or confuse the public.’”).

20 24. Plaintiffs and other consumers purchased the Products due to their belief  
 21 that the Products are safer, more nutritious, or otherwise have different attributes than  
 22 do products that do not have the “All Natural” label.

23 25. Plaintiffs and the Class made their purchasing decisions in reliance upon  
 24 Defendants’ advertised claims that that Products are “All Natural.”

26 \_\_\_\_\_  
 27 <sup>2</sup> Andrea Rock, “Peeling Back the ‘Natural’ Food Label.” *Consumer Reports*, 27  
 28 January 2016. <https://www.consumerreports.org/food-safety/peeling-back-the-natural-food-label/> (Last visited February 10, 2021).

<sup>3</sup> See Leslie Kux, *supra* note 1.

26. Plaintiffs reasonably and detrimentally relied upon the Products’ front labels indicating that the Products are “All Natural.”

27. Plaintiffs would not have purchased the Products had they known that the Products contained ingredients that were added for coloring, thus rendering the Products no longer “All Natural.”

28. Defendants' conduct threatens California consumers by using false, deceptive, and misleading labels. Defendants' conduct also threatens other companies, large and small, who "play by the rules." Defendants' conduct stifles competition, has a negative impact on the marketplace, and reduces consumer choice.

29. There is no practical reason for the false or misleading labeling and advertising of the Products, other than to mislead consumers as to the actual ingredients of the Products being purchased by consumers while simultaneously providing Defendants with a financial windfall as a result of money saved from lower supply costs.

30. Plaintiffs make the allegations herein upon personal knowledge as to themselves and their own acts and experiences, and as to all other matters, upon information and belief, including investigation conducted by their attorneys.

## CLASS ALLEGATIONS

31. Plaintiffs bring this action on their own behalf and on behalf of all other persons similarly situated. The Class which Plaintiffs seek to represent comprises:

All persons who purchased the Products in the United States for personal consumption and not for resale during the time period of four years prior to the filing of the complaint through the present.

### California Subclass:

All persons who purchased the Products in the State of California, for personal consumption and not for resale during the time period of four years prior to the filing of the complaint through the present.

### Kentucky Subclass:

All persons who purchased the Products in the State of Kentucky, for

1 personal consumption and not for resale during the time period of four  
2 years prior to the filing of the complaint through the present.

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

5 32. The Class (and each Subclass) is so numerous that their individual joinder  
6 is impractical. Plaintiffs believe that the Class and each Subclass consists of hundreds  
7 of thousands of individuals.

8 33. There is a well-defined community of interest in the questions of law and  
9 fact involved affecting the parties to be represented. The questions of law and fact  
10 common to the Class predominate over questions which may affect individual Class  
11 members. Common questions of law and fact include, but are not limited to, the  
12 following:

13 a. Whether Defendants' conduct constitutes an unfair method of  
14 competition, or unfair or deceptive act or practice, in violation of Civil Code section  
15 1750, *et seq.*;

16 b. Whether Defendants used deceptive representations in connection  
17 with the sale of the Products in violation of Civil Code section 1750, *et seq.*;

18 c. Whether Defendants represented the Products as having  
19 characteristics or qualities that they do not have in violation of Civil Code section  
20 1750, *et seq.*;

21 d. Whether Defendants advertised the Products with intent not to sell  
22 them as advertised in violation of Civil Code section 1750, *et seq.*;

23 e. Whether Defendants' labeling and advertising of the Products are  
24 untrue or misleading in violation of Business and Professions Code section 17500, *et*  
25 *seq.*;

26 f. Whether Defendants knew or by the exercise of reasonable care  
27 should have known their labeling and advertising was and is untrue or misleading in  
28 violation of Business and Professions Code section 17500, *et seq.*;

1           g. Whether Defendants’ conduct is an unfair business practice within  
2 the meaning of Business and Professions Code section 17200, *et seq.*;

3           h. Whether Defendants’ conduct is a fraudulent business practice  
4 within the meaning of Business and Professions Code section 17200, *et seq.*;

5           i. Whether Defendants’ conduct is an unlawful business practice  
6 within the meaning of Business and Professions Code section 17200, *et seq.*;

7           j. Whether Plaintiffs and the Class paid more money for the Products  
8 than they actually received; and

9           k. How much more money Plaintiffs and the Class paid for the  
10 Products than they actually received.

11           34. Plaintiffs’ claims are typical of the claims of the Class, and Plaintiffs will  
12 fairly and adequately represent and protect the interests of the Class. Plaintiffs have  
13 retained competent and experienced counsel in class action and other complex  
14 litigation.

15           35. Plaintiffs and the Class have suffered injury in fact and have lost money  
16 as a result of Defendants’ false representations and material omissions. Plaintiffs  
17 purchased the Products under the false belief that they were “All Natural.” Plaintiffs  
18 relied upon Defendants’ packaging and would not have purchased the Products if they  
19 had known that the Products contained ingredients that were added for coloring.

20           36. A class action is superior to other available methods for fair and efficient  
21 adjudication of this controversy. The expense and burden of individual litigation  
22 would make it impracticable or impossible for the Class to prosecute their claims  
23 individually.

24           37. The trial and litigation of Plaintiffs’ claims are manageable. Individual  
25 litigation of the legal and factual issues raised by Defendants’ conduct would increase  
26 delay and expense to all parties and the court system. The class action device presents  
27 far fewer management difficulties and provides the benefits of a single, uniform  
28 adjudication, economies of scale, and comprehensive supervision by a single court.

38. Defendants have acted on grounds generally applicable to the entire Class, thereby making final injunctive relief and/or corresponding declaratory relief appropriate with respect to the Class as a whole. The prosecution of separate actions by individual Class members would create the risk of inconsistent or varying adjudications with respect to individual Class members that would establish incompatible standards of conduct for Defendants.

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

### **COUNT ONE**

#### **Violation of California Consumers Legal Remedies Act, California Civil Code Section 1750, *et seq.***

40. Plaintiffs repeat and reallege all allegations of the previous paragraphs, and incorporate the same as if set forth herein at length.

41. Plaintiffs bring this cause of action pursuant to Civil Code section 1750, *et seq.*, the Consumers Legal Remedies Act ("CLRA"), on their own behalf and on behalf of all other persons similarly situated.

42. The CLRA prohibits certain "unfair methods of competition and unfair or deceptive acts or practices" in connection with a sale of goods.

43. The sale of Defendant's products to Plaintiffs and Class members constitutes "transaction" within the meaning of California Civil Code Section 1761(e).

44. Defendants products are "goods" within the meaning of California Civil Code Section 1761.



1           45. The CLRA prohibits certain “unfair methods of competition and unfair or  
2 deceptive acts or practices” in connection with a sale of goods and prohibits  
3 “representing that goods or services have sponsorship, approval, characteristics,  
4 ingredients, uses, benefits, or quantities that they do not have.” California Civil Code  
5 Section 1770 (a)(5).

6           46. The CLRA also prohibits representing that the products are of “a  
7 particular standard, quality, or grade” when it is of another. California Civil Code  
8 Section 1770(a)(7).

9           47. The CLRA prohibits advertising goods with the intent not to sell them as  
10 advertised and representing the goods have been supplied in accordance with a  
11 previous representation when they have not. California Civil Code Section  
12 1770(a)(9).

13           48. The practices described herein, specifically Defendants’ packaging,  
14 advertising, and sale of the Products, were intended to result and did result in the sale  
15 of the Products to the consuming public and violated and continue to violate the  
16 CLRA by (1) using deceptive representations in connection with the Products; and  
17 (2) advertising and packaging the Products with intent not to sell them as advertised.

18           49. Defendants fraudulently deceived Plaintiffs and the Class by  
19 misrepresenting the Products as having characteristics which they do not have, e.g.,  
20 advertising the Products in such a way to represent them as “All Natural” when the  
21 Products contain coloring additives. In doing so, Defendants misrepresented and  
22 concealed material facts from Plaintiffs and the Class. Said misrepresentations and  
23 concealment were done with the intention of deceiving Plaintiffs and the Class and  
24 depriving them of their legal rights and money.

25           50. Defendants fraudulently deceived Plaintiffs and the Class by labeling and  
26 advertising the Products with the intent not to sell them as advertised. Specifically,  
27 Defendants intentionally labeled and misrepresented the Products as “All Natural,”  
28 and failed to disclose the coloring agents in the Products. In doing so, Defendants

1 intentionally misrepresented and concealed material facts from Plaintiffs and the  
2 Class. Said misrepresentations and concealment were done with the intention of  
3 deceiving Plaintiffs and the Class and depriving them of their legal rights and money.

4 51. Defendants knew or should have known, through the exercise of  
5 reasonable care, that the Products' labeling and advertising were misleading.

6 52. Defendants' actions as described herein were done with conscious  
7 disregard of Plaintiffs' rights, and Defendants were wanton and malicious in their  
8 concealment of the same.

9 53. Defendants' labeling and advertising of the Products were a material  
10 factor in Plaintiffs' and the Class's decisions to purchase the Products. Based on  
11 Defendants' labeling and advertising of the Products, Plaintiffs and the Class  
12 reasonably believed that they were purchasing products that were safer, more  
13 nutritious, or otherwise had different attributes than products that do not have the "All  
14 Natural" label. Had they known the truth of the matter, Plaintiffs and the Class would  
15 not have purchased the Products.

16 54. Plaintiffs and the Class have suffered injury in fact and have lost money  
17 as a result of Defendants' unfair, unlawful, and fraudulent conduct. Specifically,  
18 Plaintiffs paid for beverages that were different from what they were reasonably  
19 expecting to receive when they decided to make their purchases. Plaintiffs would not  
20 have purchased the Products had they known that the Products contained coloring  
21 agents that rendered them not natural.

22 55. Defendants' false and misleading labeling and advertising should be  
23 enjoined due to their false, misleading, and/or deceptive nature.

24 56. By letter dated December 8, 2020, Plaintiffs advised Keurig Dr. Pepper  
25 Inc. and Snapple Beverage Corp. of their false and misleading claims pursuant to  
26 California Civil Code Section 1782(a).

27 57. Pursuant to Section 1780(a) of the Act, Plaintiffs seek injunctive relief in  
28 the form of an order enjoining the above-described wrongful acts and practices of

Defendants, including, but not limited to, an order enjoining Defendants from continuing to make the label and advertising claims challenged herein. Plaintiffs also request an order awarding Plaintiffs and the Class restitution of the money wrongfully acquired by Defendants. Plaintiffs shall be irreparably harmed if such an order is not granted.

58. Plaintiffs respectfully request that the Court enjoin Defendants from continuing to employ the unlawful methods, acts, and practices alleged herein pursuant to § 1780(a)(2). In addition, Defendants should be compelled to provide restitution and damages to consumers who paid for Products that are not what they expected to receive due to Defendants' misrepresentations.

a. Plaintiffs and members of the Class are entitled to equitable relief as no adequate remedy at law exists.

(1) Injunctive relief is appropriate on behalf of Plaintiffs and members of the Class because Defendants continue to deceptively label the Products as "All Natural." Injunctive relief is necessary to prevent Defendants from continuing to engage in the unlawful conduct described herein and to prevent future harm—none of which can be achieved through available legal remedies. Further, injunctive relief, in the form of packaging or label modifications, is necessary to dispel public misperception about the Products that has resulted from years of Defendants' unfair, fraudulent, and unlawful marketing efforts. Such modifications would include, reformulating the Products so they do not contain added coloring or removing the "All Natural" label claims. Such relief is also not available through a legal remedy as monetary damages may be awarded to remedy past harm (i.e., purchasers who have been misled), while injunctive relief is necessary to remedy future harm (i.e., prevent future purchasers from being misled), under the

current circumstances where the dollar amount of future damages is not reasonably ascertainable at this time. Plaintiffs are, currently, unable to accurately quantify the damages caused by Defendants' future harm (e.g., the dollar amount that Plaintiffs and Class members overpay pay for the underfilled Products), rendering injunctive relief a necessary remedy.

## **COUNT TWO**

### **Violation of California False Advertising Law, Business & Professions Code Section 17500, *et seq.***

59. Plaintiffs repeat and reallege the allegations set forth in the preceding paragraphs, and incorporate the same as if set forth herein at length.

60. Plaintiffs bring this cause of action pursuant to Business and Professions Code section 17500, *et seq.*, on their own behalf and on behalf of all other persons similarly situated.

61. California's False Advertising Law, California Business and Professions Code section 17500, *et seq.*, makes it "unlawful for any person to make or disseminate or cause to be made or disseminated before the public in this state, in any advertising device or in any other manner or means whatever, including over the Internet, any statement, concerning personal property or services, professional or otherwise, or performance or disposition thereof, which is untrue or misleading and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading."

62. Defendants knowingly disseminated misleading claims regarding the Products in order to mislead the public about the ingredient makeup of the Products.

63. Defendants controlled the labeling, packaging, production and advertising of the Products. Defendants knew or should have known, through the exercise of reasonable care, that their representations and omissions about the ingredients of the Products were untrue, deceptive, and misleading.

64. Defendants' action of displaying misleading claims and omissions about the ingredients of the Products in prominent type face on each of the Products' front labels is likely to deceive the general public.

65. Defendants' actions in violation of Section 17500 were false and misleading such that the general public is and was likely to be deceived.

66. As a direct and proximate result of Defendants' conduct alleged herein in violation of the FAL, Plaintiffs and members of the Class, pursuant to § 17535, are entitled to an order of this Court enjoining such future wrongful conduct on the part of Defendants, and requiring Defendants to disclose the true nature of their misrepresentations.

b. Plaintiffs and members of the Class are entitled to equitable relief as no adequate remedy at law exists.

(1) The scope of permissible plaintiffs under the FAL is broader than the CLRA to include, for example, individuals or entities who purchased the Products for non-personal, non-family, and non-household purposes. Thus, Plaintiffs and class members may be entitled to restitution under the FAL, while not entitled to damages under the CLRA.

(2) Injunctive relief is appropriate on behalf of Plaintiffs and members of the Class because Defendants continue to deceptively label the Products and deliberately omit that the Products contain coloring additives that render the Products no longer "All Natural." Injunctive relief is necessary to prevent Defendants from continuing to engage in the unlawful conduct described herein and to prevent future harm—none of which can be achieved through available legal remedies. Further, injunctive relief, in the form of label modifications, is necessary to dispel public misperception about the Products that has resulted from years of Defendant's unfair, fraudulent, and unlawful marketing efforts. Such



modifications would include, but are not limited to, reformulating the Products or removing the false “All Natural” labeling. Such relief is also not available through a legal remedy as monetary damages may be awarded to remedy past harm (i.e., purchasers who have been misled), while injunctive relief is necessary to remedy future harm (i.e., prevent future purchasers from being misled), under the current circumstances where the dollar amount of future damages is not reasonably ascertainable at this time. Plaintiffs are, currently, unable to accurately quantify the damages caused by Defendants’ future harm (e.g., the dollar amount that Plaintiffs and Class members overpay pay for the falsely labeled Products), rendering injunctive relief a necessary remedy.

67. Plaintiffs and the Class have suffered injury in fact and have lost money as a result of Defendants’ false representations. Plaintiffs purchased the Products in reliance upon the claims and omissions by Defendants that the Products are “All Natural,” as represented by Defendants’ labeling and advertising. Plaintiffs would not have purchased the Products if they had known that the claims and advertising as described herein were false and misleading.

68. Plaintiffs and members of the Class also request an order requiring Defendants to disgorge their ill-gotten gains and/or award full restitution of all monies wrongfully acquired by Defendants by means of such acts of false advertising, plus interests and attorneys’ fees.

### **COUNT THREE**

#### **Violation of California Unfair Competition Law**

#### **Business and Professions Code § 17200 *et seq.***

69. Plaintiffs repeat and reallege the allegations set forth above, and incorporate the same as if set forth herein at length.

70. Plaintiffs bring this cause of action pursuant to Business and Professions Code § 17200, *et seq.*, on their own behalf and on behalf of all other persons similarly

1 situated. Plaintiffs seek to represent a Class consisting of “All persons who purchased  
2 the Products in the United States, or alternatively, in the State of California personal  
3 consumption and not for resale during the time period of four years prior to the filing  
4 of the complaint through the present.” Excluded from the Class are Defendants’  
5 officers, directors, and employees, and any individual who received remuneration  
6 from Defendants in connection with that individual’s use or endorsement of the  
7 Products.

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

#### 10 **A. “Unfair” Prong**

11 72. Under California’s Unfair Competition Law, Cal. Bus. & Prof. Code §  
12 17200, *et. seq.*, a challenged activity is “unfair” when “any injury it causes outweighs  
13 any benefits provided to consumers and the injury is one that the consumers  
14 themselves could not reasonably avoid.” *Camacho v. Auto Club of Southern*  
15 *California*, 142 Cal. App. 4th 1394, 1403 (2006).

16 73. Defendants’ advertising and labeling of the Products as “All Natural,”  
17 when the Products contain coloring additives, are false, misleading, and deceptive.

18 74. Defendants’ false advertising of the Products causes injuries to  
19 consumers, who do not receive the promised benefits from the Products in proportion  
20 to their reasonable expectations.

21 75. Through false, misleading, and deceptive labeling of the Products,  
22 Defendants seek to take advantage of consumers’ desire for “All Natural” and pure  
23 products, while reaping the financial benefits of manufacturing lower quality  
24 Products.

25 76. When Defendants claim the Products are “All Natural,” they provide false  
26 promises to consumers and stifle competition in the marketplace.

27 77. Consumers cannot avoid any of the injuries caused by Defendants’ false  
28 and misleading advertising of the Products.

1           78. Some courts conduct a balancing test to decide if a challenged activity  
2 amounts to unfair conduct under California Business and Professions Code Section  
3 17200. The courts “weigh the utility of the Defendants’ conduct against the gravity  
4 of the harm alleged to the victim.” *Davis v. HSBC Bank Nevada, N.A.*, 691 F. 3d 1152,  
5 1169 (9th Cir. 2012).

6           79. Defendants’ material omissions result in financial harm to consumers.  
7 Thus, the utility of Defendants’ conduct is vastly outweighed by the gravity of its  
8 harm.

9           80. Some courts require the “unfairness must be tethered to some legislative  
10 declared policy or proof of some actual or threatened impact on competition.” *Lozano*  
11 *v. AT&T Wireless Servs. Inc.*, 504 F. 3d 718, 735 (9th Cir. 2007).

12           81. Defendants’ advertising of the Products, as alleged in the preceding  
13 paragraphs, is false, deceptive, misleading, and unreasonable, and constitutes unfair  
14 conduct.

15           82. Defendants knew or should have known of their unfair conduct.

16           83. As alleged in the preceding paragraphs, the material misrepresentations  
17 by Defendants detailed above constitute an unfair business practice within the  
18 meaning of California Business & Professions Code § 17200.

19           84. There were reasonably available alternatives to further Defendants’  
20 legitimate business interests other than the conduct described herein. Defendants  
21 could have marketed the Products without making any false statements about the  
22 Products’ ingredients.

23           85. All of the conduct alleged herein occurs and continues to occur in  
24 Defendants’ business. Defendants’ wrongful conduct is part of a pattern or  
25 generalized course of conduct repeated on thousands of occasions daily.

26           86. Pursuant to Business & Professions Code Section 17203, Plaintiffs and  
27 the Class seek an order of this Court enjoining Defendants from continuing to engage,  
28 use, or employ their practice of false and deceptive advertising of the Products.

Likewise, Plaintiffs and the Class seek an order requiring Defendants to disclose such misrepresentations, and additionally request an order awarding Plaintiffs restitution of the money wrongfully acquired by Defendants by means of responsibility attached to Defendants' failure to disclose the existence and significance of said misrepresentations in an amount to be determined at trial.

87. Plaintiffs and the Class have suffered injury in fact and have lost money as a result of Defendants' unfair conduct. Plaintiffs paid an unwarranted premium for the Products. Plaintiffs would not have purchased the Products if they had known that the Products were not "All Natural" but instead contained added coloring.

### **B. "Fraudulent" Prong**

88. California Business and Professions Code § 17200, *et seq.* considers conduct fraudulent and prohibits said conduct if it is likely to deceive members of the public. *Bank of the West v. Superior Court*, 2 Cal. 4th 1254, 1267 (1992).

89. Defendants' advertising of the Products as "All Natural," without referring to their actual characterization, is likely to deceive members of the public into believing that the Products are natural.

90. Defendants' advertising of the Products, as alleged in the preceding paragraphs, is false, deceptive, misleading, and unreasonable and constitutes fraudulent conduct.

91. Defendants knew or should have known of their fraudulent conduct.

92. As alleged in the preceding paragraphs, the material misrepresentations and omissions by Defendants detailed above constitute a fraudulent business practice in violation of California Business & Professions Code Section 17200.

93. There were reasonably available alternatives to further Defendants' legitimate business interests, other than the conduct described herein. Defendants could have refrained from labeling the Products as "All Natural."

94. All of the conduct alleged herein occurs and continues to occur in Defendants' business. Defendants' wrongful conduct is part of a pattern or

1 generalized course of conduct repeated on thousands of occasions daily.

2 95. Pursuant to Business & Professions Code Section 17203, Plaintiffs and  
3 the Class seek an order of this Court enjoining Defendants from continuing to engage,  
4 use, or employ their practice of false and deceptive advertising of the Products.  
5 Likewise, Plaintiffs and the Class seek an order requiring Defendants to disclose such  
6 misrepresentations, and additionally request an order awarding Plaintiffs restitution  
7 of the money wrongfully acquired by Defendants by means of responsibility attached  
8 to Defendants' failure to disclose the existence and significance of said  
9 misrepresentations in an amount to be determined at trial.

10 96. Plaintiffs and the Class have suffered injury in fact and have lost money  
11 as a result of Defendants' fraudulent conduct. Plaintiffs and the Class paid an  
12 unwarranted premium for the Products. Plaintiffs and the Class would not have  
13 purchased the Products if they had known that the Products were not "All Natural."

### 14 C. "Unlawful" Prong

15 97. California Business and Professions Code Section 17200, *et seq.*,  
16 identifies violations of other laws as "unlawful practices that the unfair competition  
17 law makes independently actionable." *Velazquez v. GMAC Mortg. Corp.*, 605 F.  
18 Supp. 2d 1049, 1068 (C.D. Cal. 2008).

19 98. Defendants' advertising of the Products, as alleged in the preceding  
20 paragraphs, violates California Civil Code Section 1750, *et seq.*, California Business  
21 and Professions Code Section 17500, *et seq.*

22 99. Defendants' packaging, labeling, and advertising of the Products, as  
23 alleged in the preceding paragraphs, are false, deceptive, misleading, and  
24 unreasonable, and constitute unlawful conduct.

25 100. Defendants knew or should have known of their unlawful conduct.

26 101. As alleged in the preceding paragraphs, the misrepresentations by  
27 Defendants detailed above constitute an unlawful business practice within the  
28 meaning of California Business and Professions Code Section 17200.



1           102. There were reasonably available alternatives to further Defendants’  
2 legitimate business interests other than the conduct described herein. Defendants  
3 could have refrained from omitting the true characteristics of the Products.

4           103. All of the conduct alleged herein occurred and continues to occur in  
5 Defendants’ business. Defendants’ wrongful conduct is part of a pattern or  
6 generalized course of conduct repeated on thousands of occasions daily.

7           104. Pursuant to Business and Professions Code Section 17203, Plaintiffs and  
8 the Class seek an order of this Court enjoining Defendants from continuing to engage,  
9 use, or employ their practice of false and deceptive advertising of the Products.  
10 Likewise, Plaintiffs and the Class seek an order requiring Defendants to disclose such  
11 misrepresentations, and additionally request an order awarding Plaintiffs restitution  
12 of the money wrongfully acquired by Defendants by means of responsibility attached  
13 to Defendants’ failure to disclose the existence and significance of said  
14 misrepresentations in an amount to be determined at trial.

15           105. Plaintiffs and the Class have suffered injury in fact and have lost money  
16 as a result of Defendants’ unlawful conduct. Plaintiffs paid an unwarranted premium  
17 for the Products. Plaintiffs would not have purchased the Products if they had known  
18 that Defendants purposely deceived consumers into believing that the Products were  
19 “All Natural.”

20           106. As a result of the business acts and practices described above, Plaintiffs  
21 and members of the Class, pursuant to § 17203, are entitled to an order enjoining such  
22 future wrongful conduct on the part of Defendants and such other orders and  
23 judgments that may be necessary to disgorge Defendants’ ill-gotten gains and to  
24 restore to any person in interest any money paid for the Products as a result of the  
25 wrongful conduct of Defendants.

26           c. Plaintiffs and members of the Class are entitled to equitable relief  
27 as no adequate remedy at law exists.  
28

1 (1) The applicable limitations period is four years for claims  
2 brought under the UCL, which is one year longer than the  
3 applicable statute of limitations under the FAL and CLRA. Thus,  
4 class members who purchased the Products between 3 and 4 years  
5 prior to the filing of the complaint will be barred from the Class if  
6 equitable relief were not granted under the UCL.

7 (2) The scope of actionable misconduct under the unfair prong  
8 of the UCL is broader than the other causes of action asserted  
9 herein to include, for example, the overall false and misleading  
10 marketing scheme of labeling the Products as “All Natural.” Thus,  
11 Plaintiffs and class members may be entitled to restitution under  
12 the UCL, while not entitled to damages under other causes of  
13 action asserted herein (e.g., the FAL requires actual or constructive  
14 knowledge of the falsity; the CLRA is limited to certain types of  
15 plaintiffs (an individual who seeks or acquires, by purchase or  
16 lease, any goods or services for personal, family, or household  
17 purposes) and other statutorily enumerated conduct).

18 (3) Injunctive relief is appropriate on behalf of Plaintiffs and  
19 members of the Class because Defendants continue to deceptively  
20 label the Products. Injunctive relief is necessary to prevent  
21 Defendants from continuing to engage in this unfair, fraudulent,  
22 and/or unlawful conduct described herein and to prevent future  
23 harm—none of which can be achieved through available legal  
24 remedies. Further, injunctive relief, in the form of packaging or  
25 label modifications, is necessary to dispel public misperception  
26 about the Products that has resulted from years of Defendant’s  
27 unlawful marketing efforts. Such modifications could include, but  
28 are not limited to, reformulating the Products so they do not

1 contain added coloring, or remove the “All Natural” label claims.  
 2 Such relief is not available through a legal remedy, as monetary  
 3 damages may be awarded to remedy past harm (i.e., purchasers  
 4 who have been misled), while injunctive relief is necessary to  
 5 remedy future harm (i.e., prevent future purchasers from being  
 6 misled), under the current circumstances where the dollar amount  
 7 of future damages is not reasonably ascertainable at this time.  
 8 Plaintiffs are, currently, unable to accurately quantify the damages  
 9 caused by Defendants’ future harm (e.g., the dollar amount that  
 10 Plaintiffs and Class members will pay for the falsely labeled  
 11 Products), rendering injunctive relief a necessary remedy.

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

#### 17 **COUNT FOUR**

#### 18 **Unjust Enrichment**

19 108. Plaintiffs repeat and reallege the allegations set forth above, and  
 20 incorporate the same as if set forth herein at length.

21 109. By means of Defendants’ wrongful conduct alleged herein, Defendants  
 22 knowingly sold the Products to Plaintiffs and members of the Class in a manner  
 23 that was unfair, unconscionable, and oppressive.

24 110. Defendants knowingly received and retained wrongful benefits and funds  
 25 from Plaintiffs and members of the Class. In so doing, Defendants acted with  
 26 conscious disregard for the rights of Plaintiffs and members of the Class.

27 111. As a result of Defendants’ wrongful conduct as alleged herein,  
 28 Defendants have been unjustly enriched at the expense of, and to the detriment of,

1 Plaintiffs and members of the Class.

2 112. Defendants' unjust enrichment is traceable to, and resulted directly and  
3 proximately from, the conduct alleged herein.

4 113. Under the common law doctrine of unjust enrichment, it is inequitable for  
5 Defendants to be permitted to retain the benefits they received, without justification,  
6 from selling the Products to Plaintiffs and members of the Class in an unfair,  
7 unconscionable, and oppressive manner. Defendants' retention of such funds under  
8 such circumstances making it inequitable to do so constitutes unjust enrichment.

9 114. The financial benefits derived by Defendants rightfully belong to  
10 Plaintiffs and members of the Class. Defendants should be compelled to return in a  
11 common fund for the benefit of Plaintiffs and members of the Class all wrongful or  
12 inequitable proceeds received by Defendants.

13 115. Plaintiffs and members of the Class have no adequate remedy at law.

14 **COUNT FIVE**

15 **Breach of Express Warranty**

16 116. Plaintiffs repeat and reallege all the allegations of the previous paragraphs  
17 and incorporate the same as if set forth herein at length.

18 117. Defendants expressly warrant that the Products are "All Natural," as set  
19 forth above. Defendants' claims constitute an affirmation of fact, promise, and/or  
20 description of the goods that became part of the basis of the bargain and created an  
21 express warranty that the goods would conform to the stated promise. Plaintiffs placed  
22 importance on Defendants' claims.

23 118. All conditions precedent to Defendants' liability under this contract have  
24 been performed by Plaintiffs and the Class.

25 119. Defendants breached the terms of the express warranties, with Plaintiffs  
26 and the Class by not providing Products that conform to the advertising and label  
27 claims.

28 120. As a result of Defendants' breach of contract, Plaintiffs and the Class have

1 been damaged in an amount to be determined at trial.

2 **COUNT SIX**

3 **Violation of Kentucky False Advertising Law,**  
4 **Kentucky Revised Statutes 367.110 and 367.170 *et seq.***  
5 ***(Kentucky Class Only)***

6 121. Plaintiffs repeat and reallege the allegations set forth in the preceding  
7 paragraphs, and incorporate the same as if set forth herein at length.

8 122. Plaintiffs bring this cause of action pursuant to Kentucky Consumer  
9 Protection Act (“KCPA”) 367.110 and 170., *et seq.*, on their own behalf and on behalf  
10 of all other persons similarly situated.

11 123. KCPA prohibits unlawful any “unfair, false, misleading, or deceptive acts  
12 or practices in the conduct of any trade or commerce.” (367.170)

13 124. Here, each Plaintiff and putative class member purchased goods  
14 (Defendants’ Products) primarily for personal, family, and household purposes, and  
15 as a result of Defendants’ misrepresentations suffered an ascertainable loss of money  
16 which they paid for the Products.

17 125. Defendants knowingly disseminated misleading claims regarding the  
18 Products in order to mislead the public about the ingredient makeup of the Products.

19 126. Defendants controlled the labeling, packaging, production and  
20 advertising of the Products. Defendants knew or should have known, through the  
21 exercise of reasonable care, that their representations and omissions about the  
22 ingredients of the Products were untrue, deceptive, and misleading.

23 127. Defendants’ action of displaying misleading claims and omissions about  
24 the ingredients of the Products in prominent type face on each of the Products’ front  
25 labels is likely to deceive the general public.

26 128. Defendants’ actions in violation of Section 367.170 were false and  
27 misleading such that the general public is and was likely to be deceived.  
28



129. As a direct and proximate result of Defendants’ conduct alleged herein in violation of the FAL, Plaintiffs and members of the Class, pursuant to § 367.170, are entitled to an order of this Court enjoining such future wrongful conduct on the part of Defendants, and requiring Defendants to disclose the true nature of their misrepresentations.

d. Plaintiffs and members of the Class are entitled to equitable relief as no adequate remedy at law exists.

(1) Restitution;

(2) Injunctive relief is appropriate on behalf of Plaintiffs and members of the Class because Defendants continue to deceptively label the Products and deliberately omit that the Products contain coloring additives that render the Products no longer “All Natural.” Injunctive relief is necessary to prevent Defendants from continuing to engage in the unlawful conduct described herein and to prevent future harm—none of which can be achieved through available legal remedies. Further, injunctive relief, in the form of label modifications, is necessary to dispel public misperception about the Products that has resulted from years of Defendant’s unfair, fraudulent, and unlawful marketing efforts. Such modifications would include, but are not limited to, reformulating the Products or removing the false “All Natural” labeling. Such relief is also not available through a legal remedy as monetary damages may be awarded to remedy past harm (i.e., purchasers who have been misled), while injunctive relief is necessary to remedy future harm (i.e., prevent future purchasers from being misled), under the current circumstances where the dollar amount of future damages is not reasonably ascertainable at this time. Plaintiffs are, currently, unable to accurately quantify the damages caused by Defendants’ future harm (e.g., the dollar

amount that Plaintiffs and Class members overpay pay for the falsely labeled Products), rendering injunctive relief a necessary remedy.

(3) Attorneys' fees and costs

(4) Punitive damages.

130. Plaintiffs and the Class have suffered injury in fact and have lost money as a result of Defendants' false representations. Plaintiffs purchased the Products in reliance upon the claims and omissions by Defendants that the Products are "All Natural," as represented by Defendants' labeling and advertising. Plaintiffs would not have purchased the Products if they had known that the claims and advertising as described herein were false and misleading.

131. Plaintiffs and members of the Class also request an order requiring Defendants to disgorge their ill-gotten gains and/or award full restitution of all monies wrongfully acquired by Defendants by means of such acts of false advertising, plus interests and attorneys' fees.

**PRAYER FOR RELIEF**

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

- A. This action be certified as a class action;
- B. Plaintiffs be appointed as the representatives of the Class and any Subclasses;
- C. Defendant's conduct be declared unlawful;
- D. An order enjoining Defendants from continuing to label and advertise the Products as challenged herein;
- E. For an award of restitutionary damages in an amount according to proof at trial;
- F. An order that Defendants engage in corrective advertising campaign;

- 1 G. An order of disgorgement of all profits and unjust enrichment that  
2 Defendants obtained as a result of their practices;  
3 H. Punitive damages;  
4 I. For pre-judgment interest from the date of filing this suit;  
5 J. Reasonable attorneys' fees;  
6 K. Costs of this suit; and  
7 L. Such other and further relief as the Court may deem necessary or  
8 appropriate.

9 **JURY TRIAL DEMANDED**

10 Plaintiffs demand a jury trial on all triable issues.

11  
12 DATED: June 30, 2021

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

13 /s/ Yana Hart

14 Ryan J. Clarkson, Esq.  
15 Shireen M. Clarkson, Esq.  
16 Yana Hart, Esq.

*Attorneys for Plaintiffs*

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**

DARLENE HARRIS, ANNEMARIE NEWBOLD, and STEPHANIE ESCOBAR, individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff Sacramento

(EXCEPT IN U.S. PLAINTIFF CASES)

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

Ryan J. Clarkson, Shireen M. Clarkson, Yana Hart,  
Clarkson Law Firm, P.C.  
22525 Pacific Coast Highway, Malibu, CA 90265

**DEFENDANTS**

SNAPPLE BEVERAGE CORP. and KEURIG DR. PEPPER INC.

County of Residence of First Listed Defendant \_\_\_\_\_

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

- |   | 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 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 <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<div style="display: flex;"> <div style="flex: 1;"> <b>PERSONAL INJURY</b>  <input type="checkbox"/> 310 Airplane  <input type="checkbox"/> 315 Airplane Product Liability  <input type="checkbox"/> 320 Assault, Libel &amp; Slander  <input type="checkbox"/> 330 Federal Employers' Liability  <input type="checkbox"/> 340 Marine  <input type="checkbox"/> 345 Marine Product Liability  <input type="checkbox"/> 350 Motor Vehicle  <input type="checkbox"/> 355 Motor Vehicle Product Liability  <input type="checkbox"/> 360 Other Personal Injury  <input type="checkbox"/> 362 Personal Injury - Medical Malpractice           </div> <div style="flex: 1;"> <b>PERSONAL INJURY</b>  <input type="checkbox"/> 365 Personal Injury - Product Liability  <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability  <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability  <b>PERSONAL PROPERTY</b>  <input checked="" type="checkbox"/> 370 Other Fraud  <input type="checkbox"/> 371 Truth in Lending  <input type="checkbox"/> 380 Other Personal Property Damage  <input type="checkbox"/> 385 Property Damage Product Liability           </div> </div>	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other  <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act  <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark  <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))  <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <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		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <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		

**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. Section 1332

Brief description of cause:  
Violations of the Consumer Legal Remedies Act, et al.

**VII. REQUESTED IN COMPLAINT:**

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

DEMAND \$  
5,000,001.00

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☒ Yes    ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

06/30/2021

SIGNATURE OF ATTORNEY OF RECORD

s/ Yana A. Hart

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPLYING IFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_

Case 2:21-at-00599 Document 1-1 Filed 06/30/21 Page 2 of 2  
**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

DARLENE HARRIS, ANNEMARIE  
NEWBOLD, and STÉPHANIE  
ESCOBAR, individually and on behalf  
of all others similarly situated,

Plaintiffs,

vs.

SNAPPLE BEVERAGE CORP. and  
KEURIG DR. PEPPER INC.,

Defendants.

Case No.

**CLASS ACTION**

**DECLARATION OF  
ANNEMARIE NEWBOLD  
REGARDING VENUE  
PURSUANT TO CALIFORNIA  
CODE OF CIVIL PROCEDURE  
SECTION 1780(d)**



1 I, Annemarie Newbold, declare as follows:

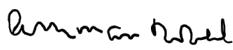
2 1. I am a plaintiff in this action and a citizen of the State of Kentucky. I have  
3 personal knowledge of the facts stated herein, and if called to testify as a witness, I could  
4 and would competently testify to them.

5 2. Pursuant to California Civil Code Section 1780(d), this Court is proper  
6 for trial of this action because Defendants conduct a substantial amount of business  
7 in this District.

8 3. I purchased the All Natural Snapple Apple product from a Target in  
9 Louisville, Kentucky in 2019.

10  
11 I declare under penalty of perjury under the laws of the United States and the  
12 State of California that the foregoing is true and correct.

13  
14 Executed on 6/12/2021 at kentucky.  
15 (date) (location)

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20 Annemarie Newbold  
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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

DARLENE HARIS, ANNEMARIE  
NEWBOLD, and STEPHANIE  
ESCOBAR, individually and on behalf  
of all others similarly situated,

Plaintiffs,

vs.

SNAPPLE BEVERAGE CORP. and  
KEURIG DR. PEPPER INC.,

Defendants

Case No.

**CLASS ACTION**

**DECLARATION OF STEPHANIE  
ESCOBAR REGARDING VENUE  
PURSUANT TO CALIFORNIA  
CODE OF CIVIL PROCEDURE  
SECTION 1780(d)**

1 I, Stephanie Escobar, declare as follows:


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

5 2. Pursuant to California Civil Code Section 1780(d), this Court is proper  
6 for trial of this action because Defendants conduct a substantial amount of business  
7 in this District.

8 3. I purchased the All Natural Snapple Apple product from a Ralphs in Los  
9 Angeles County, California in 2019.

10  
11 I declare under penalty of perjury under the laws of the United States and the  
12 State of California that the foregoing is true and correct.

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14 Executed on 6/29/2021 at Culver City, California.  
15 (date) (location)

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20 Stephanie Escobar  
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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

DARLENE HARRIS, ANNEMARIE  
NEWBOLD, and STEPHANIE  
ESCOBAR, individually and on behalf  
of all others similarly situated,

Plaintiffs,

vs.

SNAPPLE BEVERAGE CORP. and  
KEURIG DR. PEPPER INC.,

Defendants

Case No.

**CLASS ACTION**

**DECLARATION OF DARLENE  
HARRIS REGARDING VENUE  
PURSUANT TO CALIFORNIA  
CODE OF CIVIL PROCEDURE  
SECTION 1780(d)**

CLARKSON LAW FIRM, P.C.  
22525 Pacific Coast Highway  
Malibu, CA 90265

1 I, Darlene Harris, declare as follows:

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

5 2. Pursuant to California Civil Code Section 1780(d), this Court is proper  
6 for trial of this action because Defendants conduct a substantial amount of business  
7 in this District.

8 3. The transaction at issue and the subject matter of the above-captioned  
9 action occurred in the Eastern District of California. I purchased the All Natural  
10 Snapple Kiwi-Strawberry Lemonade and the All Natural Mango Madness products  
11 from a Walgreens in Sacramento County, California in 2020 and 2021.

12  
13 I declare under penalty of perjury under the laws of the United States and the  
14 State of California that the foregoing is true and correct.

15  
16 Executed on 6/29/2021 at Sacramento.  
17 (date) (location)

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20 Darlene Harris  
21 Darlene Harris