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13 **UNITED STATES DISTRICT COURT**  
14 **NORTHERN DISTRICT OF CALIFORNIA**

15 Libby Gatling-Lee, Elena Nacarino, Ana  
16 Krstic, Christina Vink, Lora Grodnick, Lisa  
17 Malara, and Teena Stambaugh, individually  
and on behalf of all others similarly situated,

18 *Plaintiffs,*  
19

20 v.

21 Del Monte Foods, Inc.,

22 *Defendant.*  
23

Case No. 4:22-cv-00892-JST

**THIRD AMENDED CLASS ACTION  
COMPLAINT**

**DEMAND FOR JURY TRIAL**

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*An example product sold by Defendant. The product includes added MSG.*

1 **I. Introduction.**

2 1. Defendant makes, labels, markets, distributes, and sells popular brands of prepared  
3 foods, including College Inn cooking broths and stocks. The products prominently state: “NO  
4 MSG.”

5 2. By prominently labeling the products “NO MSG,” Defendant led Plaintiffs and other  
6 reasonable consumers to believe that their products do not contain any MSG. But the truth is that the  
7 products contain ingredients such as yeast extract that actually do contain MSG. Accordingly, the  
8 products that Defendant prominently labels “NO MSG” actually have added MSG. In this way,  
9 Defendant misled consumers and overcharged consumers for products that are not what they claim to  
10 be.

11 **II. Parties.**

12 3. Plaintiff Libby Gatling-Lee is a citizen of New York, domiciled in Bronx County.  
13 Ms. Gatling-Lee purchased “No MSG” College Inn Chicken Broth.

14 4. Plaintiff Elena Nacarino is a citizen of California, domiciled in San Francisco County.  
15 Ms. Nacarino purchased the following “No MSG” College Inn products: Organic Chicken Broth,  
16 Chicken Bone Broth, Chicken Stock, Turkey Broth, Mushroom Stock, and Garden Vegetable Broth.

17 5. Plaintiff Ana Krstic is a citizen of Illinois, domiciled in Will County. Ms. Krstic  
18 purchased the following “No MSG” College Inn products: Chicken Broth, Mushroom Stock, and  
19 Garden Vegetable Broth.

20 6. Plaintiff Christina Vink is a citizen of Virginia, domiciled in Virginia Beach. Ms.  
21 Vink purchased the following College Inn “No MSG” products: Chicken Broth, Turkey Broth, and  
22 Garden Vegetable Broth.

23 7. Plaintiff Lora Grodnick is a citizen of New Jersey, domiciled in Somerset County.  
24 Ms. Grodnick purchased the “No MSG” College Inn Chicken Stock and “No MSG” College Inn  
25 Vegetable Broth.

26 8. Plaintiff Lisa Malara is a citizen of Pennsylvania, domiciled in Delaware County. Ms.  
27 Malara purchased the following “No MSG” College Inn products: Chicken Broth, Chicken Stock,  
28 Turkey Broth, Vegetable Broth, and Vegetable Stock.

1           9.       Plaintiff Teena Stambaugh is a citizen of Ohio, domiciled in Athens County. Ms.  
2 Stambaugh purchased the “No MSG” College Inn Chicken Broth and “No MSG” College Inn  
3 Vegetable Broth.

4           10.       The proposed class includes citizens of all states identified below in the class  
5 definitions.

6           11.       Defendant Del Monte Foods, Inc is a California Corporation with its principal place of  
7 business at 205 N. Wiget Lane, Walnut Creek, California 94598.

8 **III. Jurisdiction and Venue.**

9           12.       This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2). The amount  
10 in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and the matter  
11 is a class action in which one or more members of the proposed class are citizens of a state different  
12 from the Defendant.

13           13.       The Court has personal jurisdiction over Defendant because Defendant’s principal  
14 place of business is in California.

15           14.       Venue is proper under 28 U.S.C. § 1391(b)(1) because Defendant resides in this  
16 District (at its headquarters).

17 **IV. Facts.**

18 **A. Free glutamates.**

19           15.       Glutamic acid and its salts are known as “free glutamates.” Free glutamates provide  
20 an “umami” or savory taste to food. Umami taste induces salivary secretion, meaning that it makes  
21 your mouth water. This can improve the taste of food.

22           16.       Free glutamates—and ingredients containing free glutamates—are frequently added to  
23 food to improve flavor. Though widespread, this use of free glutamates and ingredients containing  
24 them as flavor enhancers is controversial. Many consumers and researchers believe that consumption  
25 of free glutamates can lead to adverse health effect such as headaches, increased blood pressure,  
26 obesity, and psychiatric illness.<sup>1, 2, 3</sup>

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<sup>1</sup> <https://www.webmd.com/diet/high-glutamate-foods#1>

<sup>2</sup> <https://www.medicalnewstoday.com/articles/322303>

<sup>3</sup> FDA and Monosodium Glutamate (MSG), FDA Backgrounder, pp. 3-4 (August 31, 1995).

1           17.     In addition, many consumers report sensitivity and allergies to foods containing free  
2 glutamates. These consumers report negative reactions from eating foods that contain free  
3 glutamates including breathing difficulties, chest pain, facial flushing, headaches, numbness or  
4 burning pain in the mouth, increased heart rates, sweating, and swelling of the face.<sup>4, 5</sup>

5           18.     For all these reasons, many consumers—including Plaintiffs—seek to avoid foods that  
6 contain free glutamates.

7           **B.     MSG.**

8           19.     The term “MSG” is, technically, an abbreviation of “Monosodium Glutamate.”  
9 Monosodium Glutamate is the sodium salt form of glutamate, which is the most popular form of free  
10 glutamate added to prepared foods.

11          20.     As the FDA has repeatedly recognized, “while technically MSG is only one of several  
12 forms of free glutamate used in foods, consumers frequently use the term MSG to mean all free  
13 glutamate.”<sup>6</sup>

14          21.     In addition, the free glutamate in MSG is chemically indistinguishable from “free  
15 standing” free glutamate or free glutamate contained in other glutamic acid salts. People ultimately  
16 metabolize these sources of free glutamate in the same way.<sup>7</sup>

17          22.     Accordingly, to consumers, the term MSG means any free glutamate. And the only  
18 reason a consumer might want to avoid consuming foods that contain MSG is if they want to avoid  
19 consuming free glutamates.

20          23.     The FDA adopted findings by the Federation of American Societies for Experimental  
21 Biology (“FASEB”), which was retained by the FDA to perform this study, that naturally occurring  
22 free glutamates cause adverse effects just like manufactured free glutamates:  
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25           <sup>4</sup> <https://www.medicalnewstoday.com/articles/322303>

26           <sup>5</sup> <https://www.healthline.com/health/allergies/MSG>

27           <sup>6</sup> FDA and Monosodium Glutamate (MSG), FDA Backgrounder, pp. 3-4 (August 31, 1995);  
28 Food Labeling; Declaration of Free Glutamate in Food, 61 Fed. Reg. 48102, 48108 (Sept. 12, 1996)  
(noting that consumers “use the term ‘MSG’ to mean all forms of free glutamate that are added to  
food”—not just the sodium salt form).

<sup>7</sup> <https://www.fda.gov/food/food-additives-petitions/questions-and-answers-monosodium-glutamate-MSG>

1 “Free glutamate can exist in two possible stereoisomeric forms: D-glutamate and L-glutamate.  
2 L-glutamate is the predominant natural form and the only form with flavor-enhancing activity.  
3 FASEB concluded that MSG symptom complex reactions are related to L-glutamate exposure  
4 and that the chemical nature of L-glutamate is the same regardless of the source, i.e., whether  
5 manufactured or naturally occurring in the food. Thus, FASEB found no evidence to support  
6 the contention that adverse reactions occur with manufactured but not naturally occurring  
7 glutamate.”<sup>8</sup>

8 24. Because many consumers wish to avoid foods that contain free glutamates, many  
9 prepared foods—including the foods sold by Defendant—are prominently labeled “No MSG.”

10 **C. Labeling a food that contains free glutamates “No MSG” is false and misleading.**

11 25. Because consumers use the term “MSG” to refer to free glutamates generally (as  
12 opposed to the sodium salt form of free glutamate specifically) a reasonable consumer would  
13 understand a claim of “No MSG” to mean that a food product labeled or described in this manner  
14 does not contain free glutamates—in sodium salt form or otherwise.

15 26. And indeed, as explained above, the glutamate in MSG is chemically indistinguishable  
16 from “free standing” free glutamate or free glutamate contained in other glutamic acid salts.<sup>9</sup>

17 27. In addition, a reasonable consumer would understand the statement “No MSG” to  
18 mean that the product 1) does not contain any “standalone” free glutamates and also 2) does not  
19 contain any ingredients that themselves contain free glutamates. This is because if an ingredient of a  
20 product contains free glutamates, then the product itself contains free glutamates. As a result, it is  
21 false and misleading to describe a product that either 1) contains free glutamates or 2) contains  
22 ingredients that contain free glutamates as having “No MSG” or “No MSG added.”

23 28. The FDA has repeatedly recognized this common-sense proposition.

24 29. For example, an FDA Backgrounder on MSG noted:

25 While technically MSG is only one of several forms of free glutamate used in foods, consumers  
26 frequently use the term MSG to mean all free glutamate. For this reason, FDA considers foods whose  
27 labels say “No MSG” or “No Added MSG” to be misleading if the food contains ingredients that are  
28 sources of free glutamates, such as hydrolyzed protein.

29 30. Likewise, in a notice of proposed rulemaking published in the Federal Register, the  
30 FDA explained:

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<sup>8</sup> Food Labeling; Declaration of Free Glutamate in Food, 61 Fed. Reg. 48102, 48108 (Sept. 12, 1996)

<sup>9</sup> <https://www.fda.gov/food/food-additives-petitions/questions-and-answers-monosodium-glutamate-MSG>



1 “FDA tentatively finds that consumers are likely to perceive a ‘No MSG’ or ‘No added MSG’  
2 claim on a label as indicating the absence of all forms of free glutamate in the food. Such  
3 claims encourage consumers wishing to avoid free glutamate to purchase a food by  
4 representing the food as free of MSG. ... [W]hile technically such foods bearing a claim  
5 about the absence of MSG do not contain the ingredient monosodium glutamate, they  
6 frequently contain levels of free glutamate that cause claims like ‘No MSG’ and ‘No added  
7 MSG’ to be misleading.”<sup>10</sup>

8 “A related problem is the use of claims such as ‘No MSG’ and ‘No added MSG’ on foods that  
9 contain substantial amounts of naturally occurring free glutamate, such as tomato paste and  
10 certain cheeses. Although such foods do not contain MSG itself, they contain ingredients  
11 with concentrations of free glutamate that function as flavor enhancers like MSG. Because of  
12 their free glutamate content, these foods are as likely to cause or contribute to an MSG  
13 symptom complex reaction as a food that contains a comparable amount of MSG. A claim  
14 such as ‘No MSG’ is misleading because it implies that the food may be consumed by  
15 glutamate-intolerant consumers without risk of a reaction.”<sup>11</sup>

16 26. The FDA concluded:

17 “A food that bears a false or misleading claim about the absence of MSG is misbranded under  
18 section 403(a) of the act. FDA has repeatedly advised consumers and industry that it  
19 considers such claims as ‘No MSG’ and ‘No added MSG’ to be misleading when they are  
20 used on the labels of foods made with ingredients that contain substantial levels of free  
21 glutamate.”<sup>12</sup>

22 31. Moreover, on November 19, 2012, the FDA expressly clarified that, under section  
23 403(a) of the Food, Drug, and Cosmetic Act, foods containing any form of free glutamate—and not  
24 just monosodium glutamate specifically—“cannot claim ‘No MSG’ or ‘No added MSG’ on their  
25 packaging” because such a label would be misleading to reasonable consumers.<sup>13, 14</sup>

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26 <sup>10</sup> Food Labeling; Declaration of Free Glutamate in Food, 61 Fed. Reg. 48102, 48108 (Sept.  
27 12, 1996)

28 <sup>11</sup> *Id.*

<sup>12</sup> *Id.*

<sup>13</sup> <https://www.fda.gov/food/food-additives-petitions/questions-and-answers-monosodium-glutamate-MSG>

<sup>14</sup> The FDA’s interpretation of its regulations—even an informal interpretation in a Q&A on the FDA’s website—is binding. *Campan v. Frito-Lay N. Am., Inc.*, No. 12-1586 SC, 2013 U.S. Dist. LEXIS 47126, at \*28 (N.D. Cal. Apr. 1, 2013).



**How can I know if there is MSG in my food?**

FDA requires that foods containing added MSG list it in the ingredient panel on the packaging as monosodium glutamate. However, MSG occurs naturally in ingredients such as hydrolyzed vegetable protein, autolyzed yeast, hydrolyzed yeast, yeast extract, soy extracts, and protein isolate, as well as in tomatoes and cheeses. While FDA requires that these products be listed on the ingredient panel, the agency does not require the label to also specify that they naturally contain MSG. However, foods with any ingredient that naturally contains MSG cannot claim “No MSG” or “No added MSG” on their packaging. MSG also cannot be listed as “spices and flavoring.”

**D. Defendant makes, markets, and sells products that are labeled “No MSG.”**

32. Many prepared foods that do not contain any free glutamates are labeled “No MSG” and “No MSG added.” The reason many prepared foods are labeled this way is because, as explained above, whether or not a product contains MSG matters to consumers. Accordingly, many consumers seek out—and are willing to pay more for—products that carry the “NO MSG” or “No MSG Added” label.

33. Defendant prominently labels many of its products, including stock, soup, and broth products, as “NO MSG” or “No MSG Added.” The products accused here (the “No MSG Products.”) are the following College Inn products: Chicken Broth; Chicken Bone Broth; Turkey Broth; Vegetable Broth; Mushroom Stock; Vegetable Stock; Chicken Stock. Per the Court’s instructions, the product labels are identified in Exhibit A (showing images of the labels).

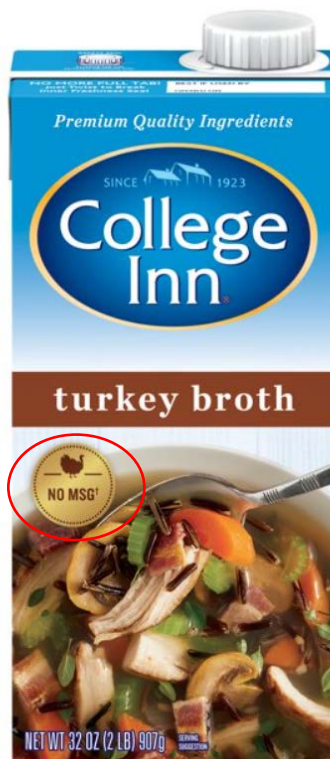
1 34. Illustrative examples of the No MSG Products, from Exhibit A, are shown below:  
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1           35. As shown in Exhibit A, each of the No MSG Products is prominently labeled “NO  
2 MSG” or “No MSG added.” The NO MSG label is placed on the front and center of the product for  
3 emphasis, in bold, large font and within a gold circle for emphasis. The placement and styling of the  
4 label is designed to, and actually does, call attention to the “NO MSG” label.

5           36. Based on these representations, a reasonable consumer would understand that  
6 Defendant’s No MSG Products do not contain any MSG. A reasonable consumer would also  
7 understand that Defendant’s No MSG Products do not contain any ingredients that themselves  
8 contain MSG.

9           37. Defendant labeled its products “NO MSG” because it intends for people to rely on the  
10 labels and to believe that the No MSG Products do not contain MSG, nor do they contain ingredients  
11 that themselves contain MSG.

12           38. The No MSG Products also include—in small lettering on the side of the product (not  
13 the front)—the statement “a small amount of glutamate occurs naturally in yeast extract.” This is  
14 shown in the magnified depiction below:



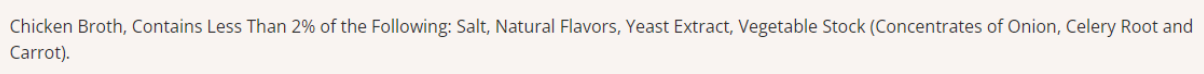
1 39. As explained below, a reasonable consumer would not notice this qualifying language.  
2 Moreover, even as qualified, in context Defendant’s representations are still misleading.

3 **E. Defendant’s claims and labels are false and misleading because in truth,**  
4 **ingredients containing MSG are added to Defendant’s products.**

5 40. The truth, however, is that the No MSG Products do contain ingredients that contain  
6 MSG. Defendant adds these ingredients to the No MSG Products specifically for the purpose of  
7 giving the products an “umami” taste. As a result, Defendant’s “No MSG” labels and representations  
8 are false and misleading.

9 41. The FDA has specifically recognized that it is misleading to label a product “NO  
10 MSG” or “NO MSG ADDED” when it has the particular, free-glutamate-containing ingredients that  
11 are in Defendant’s products.

12 42. For example, here is a listing of the ingredients in Defendant’s College Inn Chicken  
13 Broth (pictured above with a prominent “NO MSG” label):

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16 43. One of the listed ingredients, “yeast extract” is a substantial source of MSG. As  
17 consumer nutrition articles explain:

18 “Food that lists the ingredient yeast extract always contains MSG. Although MSG may also  
19 be labeled autolyzed yeast, yeast food or yeast nutrient, the common name including the word  
20 yeast currently used in processed foods to avoid listing the ingredient as monosodium  
21 glutamate is yeast extract. Avoid foods with yeast extract if you have adverse reactions to  
MSG, even though you find the enhanced flavor highly appealing.”<sup>15</sup>

22 “Another possible concern about consuming autolyzed yeast extract is that it naturally  
23 contains monosodium glutamate.”<sup>16</sup>

24 44. Yeast extract, found in Defendant’s No MSG Products, is an example that the FDA  
25 provides on its website of added ingredients that make a “No MSG” claim misleading.<sup>17</sup>

26 <sup>15</sup> [https://www.livestrong.com/article/377482-other-names-for-msg-or-monosodium-](https://www.livestrong.com/article/377482-other-names-for-msg-or-monosodium-glutamate)  
27 [glutamate](https://www.livestrong.com/article/377482-other-names-for-msg-or-monosodium-glutamate)

28 <sup>16</sup> <https://www.livestrong.com/article/71755-autolyzed-yeast-extract/>

<sup>17</sup> [https://www.fda.gov/food/food-additives-petitions/questions-and-answers-monosodium-](https://www.fda.gov/food/food-additives-petitions/questions-and-answers-monosodium-glutamate-MSG)  
[glutamate-MSG](https://www.fda.gov/food/food-additives-petitions/questions-and-answers-monosodium-glutamate-MSG) (“MSG occurs naturally in ingredients such as ... yeast extract ... foods with any



1           45.     Moreover, these ingredients are not ingredients that happen to be, or are necessarily a  
2 part of, the No MSG Products (such as chicken bone broth, which is a basic, and necessary,  
3 ingredient in chicken broth). Rather, Defendant adds these ingredients to its products for taste,  
4 specifically because these ingredients include a substantial amount of free glutamates.

5           46.     Thus, labeling the No MSG Products “NO MSG” is misleading and false, because  
6 those products actually do contain MSG.

7           **F.     Defendant’s “NO MSG” representations are misleading to reasonable**  
8           **consumers.**

9           47.     As the FDA has expressly stated, it is misleading to label a product “NO MSG” if that  
10 product contains MSG, or if that product contains ingredients that contain MSG (like yeast).<sup>18</sup>

11           48.     Based on the fact that Defendant labeled the No MSG Products “NO MSG,” a  
12 reasonable consumer would expect that those products do not contain MSG. A reasonable consumer  
13 would also expect that those products do not contain any ingredients that themselves contain MSG.

14           49.     Defendant’s products state—in a very small font on the side of the product— “a small  
15 amount of glutamate occurs naturally in yeast extract.” This qualifying statement does not make  
16 Defendant’s “NO MSG” claims truthful or not misleading.

17           50.     Even as qualified, the “NO MSG” label is false and misleading, for two separate  
18 reasons.

19           51.     First, a reasonable consumer would not notice the statement that a “small amount of  
20 glutamate occurs naturally in yeast extract.” In fact, Defendant designed the statement specifically  
21 not to be noticed by reasonable consumers. The qualifying statements are on the side of the package  
22 and in a much smaller font than the NO MSG label. As a result, a reasonable consumer would focus

23 \_\_\_\_\_  
24 ingredient that naturally contains MSG cannot claim ‘No MSG’ or ‘No added MSG’ on their  
packaging.”).

25 <sup>18</sup> [https://www.fda.gov/food/food-additives-petitions/questions-and-answers-monosodium-](https://www.fda.gov/food/food-additives-petitions/questions-and-answers-monosodium-glutamate-MSG)  
26 [glutamate-MSG](https://www.fda.gov/food/food-additives-petitions/questions-and-answers-monosodium-glutamate-MSG); see *Campan v. Frito-Lay N. Am., Inc.*, No. 12-1586 SC, 2013 U.S. Dist. LEXIS  
27 47126, at \*25-29 (N.D. Cal. Apr. 1, 2013) (“The FDA made clear that even though MSG and  
28 ingredients that are sources of MSG must be labeled by their proper names, a manufacturer cannot  
say that a product containing an ingredient that is a source of MSG, like torula yeast, therefore  
contains ‘No MSG.’”).



1 on the “NO MSG” on the front label, and not notice the qualifying statements on the side of the  
2 packaging. And this is exactly what happened to Plaintiffs, who saw and relied on the large “NO  
3 MSG” label but did not even notice, much less read, the qualifying statements.

4 52. Second, if a consumer did happen to notice the “a small amount of glutamate occurs  
5 naturally in yeast extract” statement, that would not render the product packaging as a whole true or  
6 not misleading.

7 53. Reasonable consumers expect qualifying language on the side of product packaging to  
8 be consistent with, and not directly contrary to, the prominent statement on the front of the packaging  
9 that the qualifying statement qualifies. If a consumer reads a contradictory, qualifying statement, it is  
10 confusing (not clarifying). Thus, such a contradictory statement does not make the labeling truthful  
11 overall.

12 54. To try to make sense of a contradictory qualifier, a reasonable consumer would  
13 interpret qualifying language in a manner consistent with the language it qualifies. When coupled  
14 with the prominent statement “NO MSG,” a reasonable consumer would interpret this statement to  
15 convey that the naturally occurring glutamates are not “MSG,” i.e., the very free glutamates that  
16 concern consumers and the FDA, but rather are a different kind of glutamate that does not have the  
17 same wellness concerns.<sup>19</sup> This interpretation makes the qualifier consistent with, rather than  
18 directly contradictory to, the prominent NO MSG statement. But this interpretation, although  
19 reasonable, would be wrong—the added free glutamates are exactly the kind that consumers are  
20 worried about. And so even if a consumer read the qualifying statement, they would be misled.

21 55. Moreover, a reasonable consumer would interpret this qualifying statement to mean  
22 that the added glutamates are necessary to make the basic product (such as chicken bone broth) as  
23 opposed to an optional ingredient added specifically for taste (such as yeast extract). But in fact,  
24 Defendant adds ingredients containing MSG specifically for taste.

25 56. Whether a product contains MSG is material to a reasonable consumer. As explained  
26 above, many consumers and researchers believe that consumption of free glutamates can lead to

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27 <sup>19</sup> For example, bound glutamates (another kind of glutamate that is different from MSG and  
28 which does not have the same reported health effects as free glutamates and MSG).

1 adverse health effects. In addition, many consumers report sensitivity and allergies to foods  
2 containing free glutamates. Accordingly, many consumers—including Plaintiffs—seek to avoid  
3 foods that contain any form of MSG.

4 57. Defendant’s false statements increased the demand for the No MSG Products. As a  
5 result, Defendant was able to charge more for its No MSG Products than it would have been able to  
6 had the packaging and ads been truthful. Said another way, as a result of the “No MSG” claims,  
7 consumers were willing to pay, and did pay, a higher price for the Products than they would have for  
8 identical products that were not deceptively labeled, i.e., for those same products in the absence of  
9 the “No MSG” claim. Accordingly, as a direct result of Defendant’s false statements, Defendant was  
10 able to charge a price premium for its No MSG Products. As purchasers of the No MSG Products,  
11 Plaintiffs and each member of the proposed class paid this price premium and, as a result, sustained  
12 an economic injury as a result of Defendant’s false statements.

13 58. For example, “No MSG” College Inn Chicken Broth is currently priced at \$2.08 on  
14 the Walmart website. This price is artificially inflated by the misleading “No MSG” claim. If this  
15 misleading claim were removed, demand would drop, which in turn would reduce the market price.  
16 This price premium can be quantified (i.e., a dollar figure measured) using expert economic analysis  
17 of data that includes, among other things, sales and pricing information uniquely within the  
18 possession of Defendant.

19 **G. Plaintiffs were misled by Defendant’s misrepresentations.**

20 59. In winter 2021, Libby Gatling-Lee purchased College Inn Chicken Broth at a CTown  
21 market in the Bronx. The package said “NO MSG” prominently on the label, and she read and relied  
22 on this statement when purchasing the product. She would not have purchased the product at the  
23 price she paid if she had known that the products actually do contain free glutamates. A picture of  
24 the chicken broth purchased by Plaintiff Gatling-Lee is shown below:



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18         60.       In winter 2022, Elena Nacarino purchased College Inn Organic Chicken Broth at a  
19 Walmart store in San Leandro, California. In addition, within the past 2 years, Ms. Nacarino  
20 purchased the following College Inn “No MSG” products: Chicken Bone Broth, Chicken Stock,  
21 Turkey Broth, Mushroom Stock, and Garden Vegetable Broth. The packages said “NO MSG”  
22 prominently on the labels, and she read and relied on this statement when purchasing the products.  
23 She would not have purchased the products at the price she paid if she had known that the products  
24 actually do contain free glutamates. A picture of the chicken broth purchased by Plaintiff Nacarino is  
25 shown below:  
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18         61.       In winter 2022-23, Ana Krstic purchased the following College Inn products at a  
19 Tony’s Fresh Market store in Bolingbrook, Illinois: Chicken Broth, Mushroom Stock, and Garden  
20 Vegetable Broth. The packages said “No MSG” prominently on the labels, and she read and relied  
21 on this statement when purchasing the products. She would not have purchased the products at the  
22 price she paid if she had known that the products actually do contain MSG (free glutamates).

23         62.       In winter 2022-23, Christina Vink purchased the following College Inn products at a  
24 Walmart or Kroger store in Virginia Beach, Virginia: Chicken Broth, Turkey Broth, and Garden  
25 Vegetable Broth. The packages said “NO MSG” prominently on the labels, and she read and relied  
26 on this statement when purchasing the products. She would not have purchased the products at the  
27 price she paid if she had known that the products actually do contain MSG (free glutamates).

28

1           63.     In winter 2022, Lora Grodnick purchased College Inn Chicken Stock and College Inn  
2 Vegetable Broth at a Target or Wegmans in West Windsor, New Jersey. The packages said “NO  
3 MSG” prominently on the labels, and she read and relied on this statement when purchasing the  
4 products. She would not have purchased the products at the price she paid if she had known that the  
5 products actually do contain MSG (free glutamates).

6           64.     In or around April 2023, Lisa Malara purchased the following College Inn products at  
7 a Walmart, Acme, Giant, or ShopRite store in Aston or Brookhaven, Pennsylvania: Chicken Broth,  
8 Chicken Stock, Turkey Broth, Vegetable Broth, and Vegetable Stock. The packages said “NO MSG”  
9 prominently on the labels, and she read and relied on this statement when purchasing the products.  
10 She would not have purchased the products at the price she paid if she had known that the products  
11 actually do contain MSG (free glutamates).

12           65.     In or around November 2022, Teena Stambaugh purchased College Inn Chicken Broth  
13 and College Inn Vegetable Broth at a Kroger store in Athens, Ohio. The packages said “NO MSG”  
14 prominently on the labels, and she read and relied on this statement when purchasing the products.  
15 She would not have purchased the products at the price she paid if she had known that the products  
16 actually do contain MSG (free glutamates).

17           66.     Plaintiffs did not notice the qualifying language on the side of the package (“a small  
18 amount of glutamate occurs naturally in yeast extract”) when they purchased the product.

19           67.     Plaintiffs try to avoid eating foods that include MSG. Plaintiffs would not have  
20 purchased the product at the price they paid if they had known that the products actually do contain  
21 MSG (free glutamates).

22           **H.     Plaintiff Nacarino lacks an adequate remedy at law.**

23           68.     A legal remedy is not adequate if it is not as certain, prompt, or efficient as an  
24 equitable remedy. Plaintiff Nacarino’s UCL “unlawful” prong claim is more certain than her legal  
25 claims. Her UCL claim incorporates Defendant’s violation of the California Sherman Act. This  
26 particular theory is not available for Plaintiffs’ legal claims and, in material respects, different and  
27 more certain. While the CLRA requires that a misrepresentation be likely to deceive the public,  
28 California’s Sherman Law includes no requirement that the public be likely to experience deception

1 and instead more strictly prohibits false and misleading representations. Thus, this claim is more  
 2 certain. *Bruton v. Gerber Prods. Co.*, 2017 U.S. App. LEXIS 12833, at \*6-7 (9th Cir. July 17, 2017);  
 3 *Silver v. BA Sports Nutrition, LLC*, 2020 U.S. Dist. LEXIS 99320, at \*10 (N.D. Cal. June 4, 2020);  
 4 *Hadley v. Kellogg Sales Co.*, 2019 U.S. Dist. LEXIS 136791, at \*71 (N.D. Cal. Aug. 13, 2019);  
 5 *Ostrovskaya v. St. John Knits, Inc.*, 2022 U.S. Dist. LEXIS 100861, at \*11-12 (C.D. Cal. Mar. 31,  
 6 2022).

7 69. A legal remedy is also not adequate if restitution goes beyond the damages available.  
 8 Here, to obtain a full refund as damages, Plaintiff must show that the products she received have zero  
 9 fair market value. Plaintiff cannot do so, because, while all consumers were charged a significant,  
 10 artificial price premium due to the misleading “No MSG” representation, this price premium is not  
 11 the entire value of the product (i.e., not a full refund). In contrast, Plaintiff can seek restitution of the  
 12 full product price, without making this showing. This is because Plaintiff purchased No MSG  
 13 Products that she did not want and would not otherwise have purchased, but for Defendant’s  
 14 misrepresentations. Thus, restitution goes beyond the damages available. *Gardner v. StarKist Co.*,  
 15 418 F. Supp. 3d 443, 458 (N.D. Cal. 2019); *Krueger v. Wyeth, Inc.*, 396 F. Supp. 3d 931, 952 (S.D.  
 16 Cal. 2019); *Sharpe v. Puritan's Pride, Inc.*, 466 F. Supp. 3d 1066, 1074 (N.D. Cal. 2020).

17 **V. Class Action Allegations.**

18 70. Plaintiffs bring certain claims on behalf of the following proposed classes:

Class	Definition
Warranty Class	Consumers who purchased No MSG Products in the following states: California, New York, Pennsylvania, New Jersey, Missouri, Ohio, Virginia, Illinois, Massachusetts, or Vermont, during the applicable statute of limitations
Consumer Protection Class	Consumers who purchased No MSG Products in the following states: New York, California, Illinois, Massachusetts, Connecticut, New



1		Jersey, Maryland, or Missouri, during the
2		applicable statute of limitations.
3	California Subclass	Consumers who, like Plaintiff Nacarino,
4		purchased No MSG Products in California
5		during the applicable statute of limitations.
6	New York Subclass	Consumers who, like Plaintiff Gatling-Lee,
7		purchased No MSG Products in New York
8		during the applicable statute of limitations.
9	Illinois Subclass	Consumers who, like Plaintiff Krstic,
10		purchased No MSG Products in Illinois
11		during the applicable statute of limitations.
12	Virginia Subclass	Consumers who, like Plaintiff Vink,
13		purchased No MSG Products in Virginia
14		during the applicable statute of limitations.
15	New Jersey Subclass	Consumers who, like Plaintiff Grodnick,
16		purchased No MSG Products in New Jersey
17		during the applicable statute of limitations.
18	Pennsylvania Subclass	Consumers who, like Plaintiff Malara,
19		purchased No MSG Products in Pennsylvania
20		during the applicable statute of limitations.
21	Ohio Subclass	Consumers who, like Plaintiff Stambaugh,
22		purchased No MSG Products in Ohio during
23		the applicable statute of limitations.

24           71. The following people are excluded from the Class and the Subclasses: (1) any Judge  
25 or Magistrate Judge presiding over this action and the members of their family; (2) Defendant,  
26 Defendant's subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or  
27 its parents have a controlling interest and their current employees, officers and directors; (3) persons  
28 who properly execute and file a timely request for exclusion from the Class; (4) persons whose



1 claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiffs’  
2 counsel and Defendant’s counsel, and their experts and consultants; and (6) the legal representatives,  
3 successors, and assignees of any such excluded persons.

4 ***Numerosity***

5 72. The proposed class contains members so numerous that separate joinder of each  
6 member of the class is impractical. Based on the pervasive distribution of No MSG Products, there  
7 are hundreds of thousands or millions of proposed class members.

8 ***Commonality***

9 73. There are questions of law and fact common to the proposed class. Common  
10 questions of law and fact include, without limitation:

- 11 - whether the No MSG Products contain MSG
- 12 - whether Defendant’s labeling of the No MSG Products as “NO MSG” is misleading to a  
13 reasonable consumer
- 14 - whether Defendant violated state consumer protection laws
- 15 - whether Defendant committed a breach of express warranty
- 16 - damages needed to reasonably compensate Plaintiffs and the proposed class.

17 ***Typicality***

18 74. Plaintiffs’ claims are typical of the proposed class. Like the proposed class, Plaintiffs  
19 purchased No MSG Products.

20 ***Predominance and Superiority***

21 75. The prosecution of separate actions by individual members of the proposed class  
22 would create a risk of inconsistent or varying adjudication with respect to individual members, which  
23 would establish incompatible standards for the parties opposing the class. For example, individual  
24 adjudication would create a risk that breach of the same express warranty is found for some proposed  
25 class members, but not others.

26 76. Common questions of law and fact predominate over any questions affecting only  
27 individual members of the proposed class. These common legal and factual questions arise from  
28 central issues which do not vary from class member to class member, and which may be determined

1 without reference to the individual circumstances of any particular class member. For example, a core  
2 liability question is common: whether Defendant’s “No MSG” labeling is false and misleading.

3 77. A class action is superior to all other available methods for the fair and efficient  
4 adjudication of this litigation because individual litigation of each claim is impractical. It would be  
5 unduly burdensome to have individual litigation of hundreds of thousands or millions of individual  
6 claims in separate lawsuits, every one of which would present the issues presented in this lawsuit.

7 **VI. Claims.**

8 **CONSUMER PROTECTION COUNTS**

9 78. Plaintiffs bring certain consumer protection claims on behalf of themselves and certain  
10 subclasses. Plaintiffs also bring certain claims on behalf of the Consumer Protection Class, for  
11 violations of state consumer protection laws that are materially-similar. Each state broadly prohibits  
12 deceptive conduct in connection with the sale of goods to consumers. No state requires individualized  
13 reliance, or proof of Defendant’s knowledge or intent to deceive. Instead, it is sufficient that the  
14 deceptive conduct is materially misleading to reasonable consumers and that the conduct proximately  
15 caused harm. Plaintiff Gatling-Lee provided written notice on February 8, 2022 and a demand for  
16 correction (together with notice of certain other violations alleged in this Complaint). Plaintiff  
17 Nacarino provided written notice on March 25, 2022 and a demand for correction (together with  
18 notice of certain other violations alleged in this Complaint). Plaintiff Ana Krstic provided written  
19 notice on June 13, 2023 and a demand for correction (together with notice of certain other violations  
20 alleged in this Complaint). Plaintiff Lora Grodnick provided written notice on June 13, 2023 and a  
21 demand for correction (together with notice of certain other violations alleged in this Complaint).  
22 Defendant did not correct the problem within the notice period.

23 79. Per the Court’s instructions, Plaintiffs plead each claim as a separate count. The  
24 following table summarizes the consumer protection counts pled below:

Count	State	Class(es)
1	New York (GBL §349)	Consumer Protection Class New York Subclass
2	New York (GBL §350)	New York Subclass
3	California (CLRA)	Consumer Protection Class California Subclass

4	California (UCL)	California Subclass
5	Illinois 815 ILCS 505/2	Consumer Protection Class Illinois Subclass
6	Massachusetts Gen. Laws ch. 93A	Consumer Protection Class
7	Connecticut Gen. Statute § 42-110b, et. seq.	Consumer Protection Class
8	New Jersey N.J. Stat. 56:8-1 et seq.	Consumer Protection Class New Jersey Subclass
9	Maryland Md. Com. Law §13-101 et seq.	Consumer Protection Class
10	Missouri Mo. Rev. Stat. §407, et seq.	Consumer Protection Class

**Count 1: Violation of New York Gen. Bus. Law § 349**

**(Consumer Protection Class)**

**(Plaintiff Gatling-Lee and the New York Subclass)**

80. Plaintiff incorporates each and every factual allegation set forth above.

81. Plaintiffs bring this claim for the Consumer Protection Subclass. Plaintiff Gatling-Lee also brings this claim individually and for the New York Subclass, seeking statutory damages available under New York Gen. Bus. Law § 349 (among other relief).

82. Defendant's false and misleading "NO MSG" claims are consumer-oriented.

83. Defendant's misrepresentations have a broad impact on consumers at large, i.e., the hundreds of thousands (or potentially millions) of New Yorkers that purchase these products. These transactions recur every day.

84. Defendant's "NO MSG" misrepresentations were material. As alleged in detail above, these misrepresentations were important to consumers and affected their choice to purchase No MSG Products. And, as alleged in detail above, these misrepresentations were likely to mislead reasonable consumers.

85. Defendant's misrepresentations were willful and knowing. Because Defendant makes and sells the No MSG Products, Defendant knows what ingredients they contain and knows that those ingredients include free glutamates/MSG. As a result, Defendant knows that the No MSG

1 Products contain glutamates/MSG. Furthermore, Defendant controls its labeling, knowingly put on  
2 the “NO MSG” representations, and knows the plain meaning of “NO MSG.”

3 86. Plaintiff Gatling-Lee and class members were injured as a direct and proximate result  
4 of Defendant’s conduct, and this conduct was a substantial factor in causing them harm, because they  
5 did not get what they paid for (e.g., cooking broths and stocks that do not contain MSG) and they  
6 overpaid for the products because the products are sold at a price premium due to Defendant’s  
7 misrepresentations.

8 87. The Consumer Protection Class seeks actual damages. Plaintiff Gatling-Lee and the  
9 New York Subclass seek statutory damages of \$50, treble damages, reasonable attorney fees, and all  
10 other available relief. *See* N.Y. Gen. Bus. Law § 349 (h).

11 **Count 2: Violation of New York Gen. Bus. Law § 350**  
12 **(Plaintiff Gatling-Lee and the New York Subclass)**

13 88. Plaintiff incorporates each and every factual allegation set forth above.

14 89. Plaintiff Gatling-Lee brings this cause of action individually and for the New York  
15 Subclass, seeking statutory damages available under New York Gen. Bus. Law § 350 (among other  
16 relief).

17 90. Defendant’s false and misleading “NO MSG” claims impacted consumers at large.  
18 Defendant’s misrepresentations have a broad impact on consumers at large, i.e., the hundreds of  
19 thousands (or potentially millions) of New Yorkers that purchase No MSG Products. These  
20 transactions recur every day.

21 91. Defendant’s “NO MSG” claims were deceptive and misleading in a material way. As  
22 alleged in detail above, these “NO MSG” misrepresentations were important to consumers and  
23 affected their choice to purchase No MSG Products. And these misrepresentations were likely to  
24 mislead reasonable consumers.

25 92. Plaintiff Gatling-Lee and the Subclass saw and relied on Defendant’s “NO MSG”  
26 misrepresentations.

27 93. Defendant’s misrepresentations were willful and knowing. Because Defendant makes  
28 and sells the No MSG Products, Defendant knows what ingredients they contain and knows that

1 those ingredients include free glutamates/MSG. As a result, Defendant knows that the No MSG  
2 Products contain glutamates/MSG. Furthermore, Defendant controls its labeling, knowingly put on  
3 the “NO MSG” representations, and knows the plain meaning of “NO MSG.”

4 94. Plaintiff Gatling-Lee and Subclass members were injured as a direct and proximate  
5 result of Defendant’s conduct, and this conduct was a substantial factor in causing them harm,  
6 because they did not get what they paid for (e.g., cooking broths and stocks that do not contain MSG)  
7 and they overpaid for the products because the products are sold at a price premium due to  
8 Defendant’s misrepresentations.

9 95. Plaintiff Gatling-Lee and the Subclass seek statutory damages of \$500, treble  
10 damages, reasonable attorney fees, and all other available relief. *See* N.Y. Gen. Bus. Law § 350-e (3).

11 **Count 3: Violation of California’s Consumer Legal Remedies Act (CLRA)**

12 **(Consumer Protection Class)**

13 **(Plaintiff Nacarino and the California Subclass)**

14 96. Plaintiffs incorporate each and every factual allegation set forth above.

15 97. Plaintiffs bring this claim for the Consumer Protection Subclass. Plaintiff Nacarino  
16 also brings this cause of action for herself and the California Subclass.

17 98. Plaintiff Nacarino and class members are consumers and the purchase of No MSG  
18 Products is a consumer transaction.

19 99. The conduct alleged in this Complaint constitutes unfair methods of competition and  
20 unfair and deceptive acts and practices for the purpose of the CLRA, and the conduct was undertaken  
21 by Defendant in transactions intended to result in, and which did result in, the sale of goods to  
22 consumers.

23 100. As alleged more fully above, Defendant has violated the CLRA by falsely representing  
24 to Plaintiff Nacarino and class members that the products have “No MSG.”

25 101. As a result of engaging in such conduct, Defendant has violated California Civil Code  
26 § 1770(a)(5), (a)(7), and (a)(9).



1 110. Defendant has violated California's Unfair Competition Law (UCL) by engaging in  
2 unlawful conduct.

3 111. Defendant engaged in unlawful conduct by violating California Health & Safety Code  
4 § 109875 et seq. (the Sherman Food Drug and Cosmetic Law) which adopts and parallels federal  
5 FDCA requirements, including prohibitions on false and misleading labeling.

6 112. Defendant's unlawful conduct was a substantial factor and proximate cause in causing  
7 damages and losses to Plaintiff Nacarino and Subclass members.

8 113. Plaintiff Nacarino and Subclass members were injured as a direct and proximate result  
9 of Defendant's conduct because (a) they would not have purchased the products if they had known  
10 that the products contain free glutamates/MSG, and/or (b) they overpaid for the products because the  
11 products are sold at a price premium due to the misrepresentation.

12 114. As alleged above, Ms. Nacarino and Subclass members lack an adequate remedy at  
13 law.

14 **Count 5: Illinois Consumer Fraud and Deceptive Business Practices Act**

15 **815 ILCS 505/2**

16 **(Consumer Protection Class)**

17 **(Plaintiff Krstic and the Illinois Subclass)**

18 115. Plaintiffs incorporate each and every factual allegation set forth above.

19 116. Plaintiffs bring this claim on behalf of the Consumer Protection Class. Plaintiff Krstic  
20 also brings this cause of action for herself and the Illinois Subclass.

21 117. Defendant marketed and sold the No MSG Products to consumers.

22 118. Defendant's No MSG labeling is deceptive to reasonable consumers.

23 119. This false and misleading labeling was material to reasonable consumers and  
24 Defendant intended that reasonable consumers rely on it.

25 120. Plaintiffs and class members were injured as a direct and proximate result of  
26 Defendant's conduct, and this conduct was a substantial factor in causing them harm, because (a)  
27 they would not have purchased the No MSG Products at the price they paid if they had known that  
28



1 they contained free glutamates/MSG, and (b) they overpaid for the products because the products are  
2 sold at a price premium due to the misrepresentation.

3 **Count 6: Massachusetts Gen. Laws ch. 93A**

4 **(Consumer Protection Class)**

5 121. Plaintiffs incorporate each and every factual allegation set forth above.

6 122. Plaintiffs bring this claim on behalf of the Consumer Protection Class.

7 123. Defendant marketed and sold the No MSG Products to consumers.

8 124. Defendant's No MSG labeling is deceptive to reasonable consumers.

9 125. This false and misleading labeling was material to reasonable consumers and  
10 Defendant intended that reasonable consumers rely on it.

11 126. Plaintiffs and class members were injured as a direct and proximate result of  
12 Defendant's conduct, and this conduct was a substantial factor in causing them harm, because (a)  
13 they would not have purchased the No MSG Products at the price they paid if they had known that  
14 they contained free glutamates/MSG, and (b) they overpaid for the products because the products are  
15 sold at a price premium due to the misrepresentation.

16 **Count 7: Connecticut Unfair Trade Practices Act**

17 **Connecticut General Statutes § 42-110b, et. seq.**

18 **(Consumer Protection Class)**

19 127. Plaintiffs incorporate each and every factual allegation set forth above.

20 128. Plaintiffs bring this claim on behalf of the Consumer Protection Class.

21 129. Defendant marketed and sold the No MSG Products to consumers.

22 130. Defendant's No MSG labeling is deceptive to reasonable consumers.

23 131. This false and misleading labeling was material to reasonable consumers and  
24 Defendant intended that reasonable consumers rely on it.

25 132. Plaintiffs and class members were injured as a direct and proximate result of  
26 Defendant's conduct, and this conduct was a substantial factor in causing them harm, because (a)  
27 they would not have purchased the No MSG Products at the price they paid if they had known that  
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1 they contained free glutamates/MSG, and (b) they overpaid for the products because the products are  
2 sold at a price premium due to the misrepresentation.

3 **Count 8: New Jersey Consumer Fraud Act**

4 **N.J. Stat. 56:8-1 et seq.**

5 **(Consumer Protection Class)**

6 **(Plaintiff Grodnick and the New Jersey Subclass)**

7 133. Plaintiffs incorporate each and every factual allegation set forth above.

8 134. Plaintiffs bring this claim on behalf of the Consumer Protection Class. Plaintiff  
9 Grodnick also brings this cause of action for herself and the New Jersey Subclass.

10 135. Defendant marketed and sold the No MSG Products to consumers.

11 136. Defendant's No MSG labeling is deceptive to reasonable consumers.

12 137. This false and misleading labeling was material to reasonable consumers and  
13 Defendant intended that reasonable consumers rely on it.

14 138. Plaintiffs and class members were injured as a direct and proximate result of  
15 Defendant's conduct, and this conduct was a substantial factor in causing them harm, because (a)  
16 they would not have purchased the No MSG Products at the price they paid if they had known that  
17 they contained free glutamates/MSG, and (b) they overpaid for the products because the products are  
18 sold at a price premium due to the misrepresentation.

19 **Count 9: Maryland Consumer Protection Act**

20 **Md. Com. Law Ann. § 13-101 et seq.**

21 **(Consumer Protection Class)**

22 139. Plaintiffs incorporate each and every factual allegation set forth above.

23 140. Plaintiffs bring this claim on behalf of the Consumer Protection Class.

24 141. Defendant marketed and sold the No MSG Products to consumers.

25 142. Defendant's No MSG labeling is deceptive to reasonable consumers.

26 143. This false and misleading labeling was material to reasonable consumers and  
27 Defendant intended that reasonable consumers rely on it.

28

1 144. Plaintiffs and class members were injured as a direct and proximate result of  
2 Defendant's conduct, and this conduct was a substantial factor in causing them harm, because (a)  
3 they would not have purchased the No MSG Products at the price they paid if they had known that  
4 they contained free glutamates/MSG, and (b) they overpaid for the products because the products are  
5 sold at a price premium due to the misrepresentation.

6 **Count 10: Missouri Merchandising Practices Act**

7 **Mo. Rev. Stat. § 407, et seq.**

8 **(Consumer Protection Class)**

9 145. Plaintiffs incorporate each and every factual allegation set forth above.

10 146. Plaintiffs bring this claim on behalf of the Consumer Protection Class.

11 147. Defendant marketed and sold the No MSG Products to consumers.

12 148. Defendant's No MSG labeling is deceptive to reasonable consumers.

13 149. This false and misleading labeling was material to reasonable consumers and  
14 Defendant intended that reasonable consumers rely on it.

15 150. Plaintiffs and class members were injured as a direct and proximate result of  
16 Defendant's conduct, and this conduct was a substantial factor in causing them harm, because (a)  
17 they would not have purchased the No MSG Products at the price they paid if they had known that  
18 they contained free glutamates/MSG, and (b) they overpaid for the products because the products are  
19 sold at a price premium due to the misrepresentation.

20 **WARRANTY COUNTS**

21 151. Plaintiffs bring certain warranty claims on behalf of themselves and certain  
22 subclasses. Plaintiffs also bring claims on behalf of the Warranty Class, for violations of state  
23 warranty laws that are materially-similar.. No state requires privity or reliance. Plaintiff Gatling-Lee  
24 provided written notice on February 8, 2022 and a demand for correction (together with notice of  
25 certain other violations alleged in this Complaint). Plaintiff Nacarino provided written notice on  
26 March 25, 2022 and a demand for correction (together with notice of certain other violations alleged  
27 in this Complaint). Plaintiff Ana Krstic, Christina Vink, Lora Grodnick, Lisa Malara, and Teena  
28

1 Stambaugh provided written notice on June 13, 2023 and a demand for correction (together with  
2 notice of certain other violations alleged in this Complaint). Defendant did not correct the problem.

3 152. Per the Court's instructions, Plaintiffs plead each state claim as a separate count. The  
4 following table summarizes the warranty counts pled below:

Count	State	Class(es)
11	California	Warranty Class California Subclass
12	New York	Warranty Class New York Subclass
13	Pennsylvania	Warranty Class Pennsylvania Subclass
14	New Jersey	Warranty Class New Jersey Subclass
15	Missouri	Warranty Class
16	Ohio	Warranty Class Ohio Subclass
17	Virginia	Warranty Class Virginia Subclass
18	Illinois	Warranty Class Illinois Subclass
19	Massachusetts	Warranty Class
20	Vermont	Warranty Class

19 **Count 11: Breach of Express Warranty - California Law**

20 **(Warranty Class)**

21 **(Plaintiff Nacarino and the California Subclass)**

22 153. Plaintiffs incorporate by reference the factual allegation set forth above.

23 154. Plaintiffs bring this count for the Warranty Class. In the alternative, Plaintiff Nacarino  
24 brings this claim for herself and the California Subclass.

25 155. Defendant, as the designer, manufacturer, marketer, distributor, supplier, and/or seller  
26 of the No MSG Products, issued material, written warranties by representing that the products had  
27 "NO MSG." This was an affirmation of fact about the products (i.e., a description of the ingredients)  
28 and a promise relating to the goods.





1 “NO MSG.” This was an affirmation of fact about the products (i.e., a description of the ingredients)  
2 and a promise relating to the goods.

3 174. This warranty was part of the basis of the bargain for Plaintiffs and class members.

4 175. In fact, the No MSG Products do not conform to the above-referenced representation  
5 because, as alleged in detail above, they contain free glutamates/MSG. Thus, the warranty was  
6 breached.

7 176. Plaintiffs and class members were injured as a direct and proximate result of  
8 Defendant’s conduct, and this conduct was a substantial factor in causing them harm, because (a)  
9 they would not have purchased the No MSG Products at the price they paid if they had known that  
10 they contained free glutamates/MSG, and (b) they overpaid for the products because they are sold at a  
11 price premium due to Defendant’s false warranty.

12 **Count 15: Breach of Express Warranty – Missouri**

13 **(Warranty Class)**

14 177. Plaintiffs incorporate by reference the factual allegation set forth above.

15 178. Plaintiffs bring this count for the Warranty Class.

16 179. Defendant, as the designer, manufacturer, marketer, distributor, supplier, and/or seller  
17 of the No MSG Products, issued material, written warranties by representing that the products had  
18 “NO MSG.” This was an affirmation of fact about the products (i.e., a description of the ingredients)  
19 and a promise relating to the goods.

20 180. This warranty was part of the basis of the bargain for Plaintiffs and class members.

21 181. In fact, the No MSG Products do not conform to the above-referenced representation  
22 because, as alleged in detail above, they contain free glutamates/MSG. Thus, the warranty was  
23 breached.

24 182. Plaintiffs and class members were injured as a direct and proximate result of  
25 Defendant’s conduct, and this conduct was a substantial factor in causing them harm, because (a)  
26 they would not have purchased the No MSG Products at the price they paid if they had known that  
27 they contained free glutamates/MSG, and (b) they overpaid for the products because they are sold at a  
28 price premium due to Defendant’s false warranty.





1 “NO MSG.” This was an affirmation of fact about the products (i.e., a description of the ingredients)  
2 and a promise relating to the goods.

3 192. This warranty was part of the basis of the bargain for Plaintiffs and class members.

4 193. In fact, the No MSG Products do not conform to the above-referenced representation  
5 because, as alleged in detail above, they contain free glutamates/MSG. Thus, the warranty was  
6 breached.

7 194. Plaintiffs and class members were injured as a direct and proximate result of  
8 Defendant’s conduct, and this conduct was a substantial factor in causing them harm, because (a)  
9 they would not have purchased the No MSG Products at the price they paid if they had known that  
10 they contained free glutamates/MSG, and (b) they overpaid for the products because they are sold at a  
11 price premium due to Defendant’s false warranty.

12 **Count 18: Breach of Express Warranty – Illinois**

13 **(Warranty Class)**

14 **(Plaintiff Krstic and the Illinois Subclass)**

15 195. Plaintiffs incorporate by reference the factual allegation set forth above.

16 196. Plaintiffs bring this count for the Warranty Class. In addition or in the alternative,  
17 Plaintiff Krstic brings this claim for herself and the Illinois Subclass.

18 197. Defendant, as the designer, manufacturer, marketer, distributor, supplier, and/or seller  
19 of the No MSG Products, issued material, written warranties by representing that the products had  
20 “NO MSG.” This was an affirmation of fact about the products (i.e., a description of the ingredients)  
21 and a promise relating to the goods.

22 198. This warranty was part of the basis of the bargain for Plaintiffs and class members.

23 199. In fact, the No MSG Products do not conform to the above-referenced representation  
24 because, as alleged in detail above, they contain free glutamates/MSG. Thus, the warranty was  
25 breached.

26 200. Plaintiffs and class members were injured as a direct and proximate result of  
27 Defendant’s conduct, and this conduct was a substantial factor in causing them harm, because (a)  
28 they would not have purchased the No MSG Products at the price they paid if they had known that

1 they contained free glutamates/MSG, and (b) they overpaid for the products because they are sold at a  
2 price premium due to Defendant's false warranty.

3 **Count 19: Breach of Express Warranty – Massachusetts**

4 **(Warranty Class)**

5 201. Plaintiffs incorporate by reference the factual allegation set forth above.

6 202. Plaintiffs bring this count for the Warranty Class.

7 203. Defendant, as the designer, manufacturer, marketer, distributor, supplier, and/or seller  
8 of the No MSG Products, issued material, written warranties by representing that the products had  
9 "NO MSG." This was an affirmation of fact about the products (i.e., a description of the ingredients)  
10 and a promise relating to the goods.

11 204. This warranty was part of the basis of the bargain for Plaintiffs and class members.

12 205. In fact, the No MSG Products do not conform to the above-referenced representation  
13 because, as alleged in detail above, they contain free glutamates/MSG. Thus, the warranty was  
14 breached.

15 206. Plaintiffs and class members were injured as a direct and proximate result of  
16 Defendant's conduct, and this conduct was a substantial factor in causing them harm, because (a)  
17 they would not have purchased the No MSG Products at the price they paid if they had known that  
18 they contained free glutamates/MSG, and (b) they overpaid for the products because they are sold at a  
19 price premium due to Defendant's false warranty.

20 **Count 20: Breach of Express Warranty – Vermont**

21 **(Warranty Class)**

22 207. Plaintiffs incorporate by reference the factual allegation set forth above.

23 208. Plaintiffs bring this count for the Warranty Class.

24 209. Defendant, as the designer, manufacturer, marketer, distributor, supplier, and/or seller  
25 of the No MSG Products, issued material, written warranties by representing that the products had  
26 "NO MSG." This was an affirmation of fact about the products (i.e., a description of the ingredients)  
27 and a promise relating to the goods.

28 210. This warranty was part of the basis of the bargain for Plaintiffs and class members.

1           211. In fact, the No MSG Products do not conform to the above-referenced representation  
2 because, as alleged in detail above, they contain free glutamates/MSG. Thus, the warranty was  
3 breached.

4           212. Plaintiffs and class members were injured as a direct and proximate result of  
5 Defendant's conduct, and this conduct was a substantial factor in causing them harm, because (a)  
6 they would not have purchased the No MSG Products at the price they paid if they had known that  
7 they contained free glutamates/MSG, and (b) they overpaid for the products because they are sold at a  
8 price premium due to Defendant's false warranty.

9 **VII. Jury Demand.**

10           213. Plaintiffs demand a jury trial on all issues so triable.

11 **VIII. Prayer for Relief.**

12           214. Plaintiffs seek the following relief individually and for the proposed class and  
13 subclasses:

- 14           • An order certifying the asserted claims, or issues raised, as a class action;
- 15           • A judgment in favor of Plaintiffs and the proposed class;
- 16           • Damages, statutory damages (including under N. Y. Gen. Bus. Law § 349 (h) and §  
17           350-e (3)), treble damages, and punitive damages where applicable;
- 18           • Restitution;
- 19           • Disgorgement, and other just equitable relief;
- 20           • Pre- and post-judgment interest;
- 21           • Reasonable attorneys' fees and costs, as allowed by law; and
- 22           • Any additional relief that the Court deems reasonable and just.

24 Dated: July 11, 2023

Respectfully submitted,

26 By: /s/ Jonas Jacobson

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