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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

PERRY BRUNO, individually, and on
behalf of other members of the general
public similarly situated,

Plaintiff,

vs.

BLUETRITON BRANDS, INC.,

Defendant.

Case No. **24STCV01770**

CLASS ACTION COMPLAINT

- (1) Violation of Unfair Competition Law
(Cal. Business & Professions Code
§§ 17500 *et seq.*) and
- (2) Violation of Unfair Competition Law
(Cal. Business & Professions Code
§§ 17200 *et seq.*)

Jury Trial Demanded

1 Plaintiff PERRY BRUNO (“Plaintiff”), individually and on behalf of all other members
2 of the public similarly situated, allege as follows:

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4 **PRELIMINARY STATEMENTS**

5 1. This is an action for damages, injunctive relief, and any other available legal or
6 equitable remedies, for violations of Unfair Competition Law (Cal. Business & Professions Code
7 §§ 17500 *et seq.*, and Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et*
8 *seq.*, resulting from the illegal actions of Defendant, in intentionally labeling its products with false
9 and misleading claims that they are 100% Mountain Spring Water, when Defendant’s products
10 contain microplastics. Plaintiff alleges as follows upon personal knowledge as to himself and his
11 own acts and experiences, and, as to all other matters, upon information and belief, including
12 investigation conducted by his attorneys.
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14 **JURISDICTION AND VENUE**

15 2. This class action is brought pursuant to California Code of Civil Procedure § 382.
16 All causes of action in the instant complaint arise under California statutes.

17 3. This court has personal jurisdiction over Defendant, because Defendant does
18 business within the State of California and County of Los Angeles.

19 4. Venue is proper in this Court because Defendant does business *inter alia* in the
20 county of Los Angeles and a significant portion of the conduct giving rise to Plaintiff’s Claims
21 happened here.
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23 **PARTIES**

24 5. Plaintiff is an individual and citizen of California, who was at all relevant times
25 residing in Los Angeles, California.
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1 New York at Fredonia, Department of Geology & Environmental Sciences. The study tested 259
2 individual bottles from 27 different lots across 11 brands purchased from 19 locations in 9
3 countries. Ninety-three percent, (“93%”), of bottled water showed signs of microplastic
4 contamination.

5 14. A study conducted in 2019 found the origin of bottled microplastics in drinking
6 water due to mechanical stress.⁴ They proposed that the main mechanical reason for bottled water
7 contamination originated from releasing microplastic particles from the bottleneck and plastic cap
8 by frequent opening and closing.

9 15. Microplastic contamination in the Products is possible at various manufacturing
10 levels and as a result of usage by reasonable consumers.⁵

11 16. Toxic effects of microplastics on the physiology and behavior of marine
12 invertebrates have been extensively documented.⁶ Similar effects have also been observed in larger
13 marine vertebrates such as fish. Furthermore, recent studies using mouse models have reported
14 potential effects of Microplastics on mammalian gut microbiota, as well as cellular and metabolic
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21 ⁴ Winkler, A., Santo, N., Ortenzi, M.A., Bolzoni, E., Bacchetta, R., Tremolada, P., 2019. Does
22 mechanical stress cause microplastic release from plastic water bottles? *Water Res.* 166, 115082.

23 ⁵ See Md. Iftakharul Muhib, Md. Khabir Uddin, Md. Mostafizur Rahman, and Guilherme
24 Malafaia, "Occurrence of microplastics in tap and bottled water, and food packaging: A narrative
25 review on current knowledge," *Science of The Total Environment* (2022),
<http://dx.doi.org/10.1016/j.scitotenv.2022.161274>.

26 ⁶ Damià Barceló, Yolanda Picó, & Ahmed H. Alfarhan, *Microplastics: Detection in human*
27 *samples, cell line studies, and health impacts*, *Environmental Toxicology and Pharmacology*
28 (2023), <https://doi.org/10.1016/j.etap.2023.104204>; Grote, K., Brüstle, F., Vlacil, A.K., 2023.
Cellular and systemic effects of micro- and nanoplastics in mammals—what we know so far.
Materials 16, 3123. <https://doi.org/10.3390/ma16083123>;

1 toxicity in the host.⁷ However, the pathophysiological consequences of acute and chronic exposure
2 to microplastics in mammalian systems, particularly in humans, are not yet fully understood.⁸

3 17. After being absorbed, Microplastics have the potential to be transported through
4 the circulatory system and subsequently accumulate in various organs, including the kidney, gut,
5 and liver.⁹ Thus, the effects on several blood and the immune system cell lines have been widely
6 reported for several Microplastics. Moreover, Microplastics exhibit a "Trojan Horse" effect by
7 absorbing and transporting various environmental pollutants.¹⁰

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9 18. Studies indicate that exposure to microplastics through ingestion can lead to
10 gastrointestinal problems such as irritable bowel syndrome; endocrine disruption such as adverse
11 effects on hormonal balance and reproductive function; and cardiovascular problems such as
12 increase of oxidative stress and impaired regular heart function.¹¹

13 19. Microplastics contamination is a material concern to Plaintiff and other reasonable
14 consumers.

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16 20. Bottled water that is contaminated with microplastics is not 100% Mountain Spring
17 Water.

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21 ⁷ Yong, C.Q.Y., Valiyaveettil, S., Tang, B.L., 2020. Toxicity of microplastics and nanoplastics in
22 mammalian systems. *Int. J. Environ. Res. Public Health* 2020 Vol. 17, 1509.
<https://doi.org/10.3390/IJERPH17051509>.

23 ⁸ Damià Barceló, Yolanda Picó, & Ahmed H. Alfarhan, *Microplastics: Detection in human*
24 *samples, cell line studies, and health impacts*, *Environmental Toxicology and Pharmacology*
25 (2023), <https://doi.org/10.1016/j.etap.2023.104204>

26 ⁹ Id.

27 ¹⁰ Id.

28 ¹¹ Ebuka Chizitere Emenike et al., *From Oceans to Dinner Plates: The Impact of*
Microplastics on Human Health, Volume 9, issue 10, *Heliyon*, 2023,
<https://www.sciencedirect.com/science/article/pii/S240584402307648X>

1 21. The Food and Drug Administration (“FDA”) defines “spring water” as the name of
2 water derived from an underground formation from which water flows naturally to the surface of
3 the earth. 21 C.F.R. § 165.110 (2022).

4 22. Additionally, the 21 C.F.R. § 165.110 only addresses the term “spring water”
5 without any reference to “100%”.

6 23. The label “100% Mountain Spring Water” is not the same as the labels “Spring
7 Water” or “Mountain Spring Water”, because the label “100% Mountain Spring Water” includes
8 the term “100%” which is not present in the labels “Spring Water” or “Mountain Spring Water.”

9 24. Reasonable consumers, and Plaintiffs, understand that the term “100%” refers to
10 percentage, a mathematical concept meaning part of a whole measured in hundredths.¹²

11 25. Reasonable Consumers do not understand the term “100%” to mean “99%”, “98%”,
12 “97%”, or any other percentage except for “100%”, in other words, reasonable consumers
13 understand that one-hundred parts out of one-hundred parts does not mean some other number of
14 parts less than one-hundred parts out of one-hundred parts.

15 26. Reasonable consumers, like Plaintiff, do not expect microplastics to be in water
16 labeled as 100% Mountain Spring Water.

17 27. Reasonable consumers do not expect “100% Mountain Spring Water” products to
18 contain microplastics because the term “100%” indicates to consumers that all parts of the
19 products, including all contents, will be Mountain Spring Water.

20 28. On October 19, 2022, Plaintiff purchased a Product labeled, marketed, and sold as
21 “100% Mountain Spring Water,” from a Walmart.

22 29. Plaintiff’s Products contained microplastics despite being labeled “100% Mountain
23 Spring Water”.

24 30. Persons, like Plaintiff herein, have an interest in purchasing products that do not
25 contain false and misleading labels with regards to the contents of the Products.

26 ¹² Common Parlance definition found at: [https://www.merriam-
27 webster.com/dictionary/percentage](https://www.merriam-webster.com/dictionary/percentage)

1 31. By making false and misleading claims about the Products, Defendant impaired
2 Plaintiff's ability to choose the type and quality of products he chose to buy.

3 32. Therefore, Plaintiff has been deprived of his legally-protected interest to obtain true
4 and accurate information about his consumer products as required by law.

5 33. As a result of Defendant's fraudulent labeling, Plaintiff and the class have been
6 misled into purchasing products that did not provide them with the benefit of the bargain they paid
7 money for, namely that the Products would be 100% Mountain Spring Water.
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9 34. The following are examples of the Products' fraudulent labeling:
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5 35. As a result of Defendant’s fraudulent labeling, Plaintiff and the Class paid a price
6 premium for a premium Product, but instead received a non-premium Product with Microplastics.

7 36. Plaintiff and the Class purchased Defendant’s Products because Defendant’s
8 advertising claimed that the Products were “100% Mountain Spring Water”.

9 37. Due to Defendant’s intentional, deceitful practice of falsely labeling the Products
10 as “100% Mountain Spring Water” when they are not, Plaintiff did not know that the Product was
11 not “100% Mountain Spring Water” when he purchased it.
12

13 38. Plaintiff was unaware that the Product contained microplastics when he purchased
14 it.

15 39. Worse than the lost money, Plaintiff, the Class, and Sub-Class were deprived of
16 their protected interest to choose the type and quality of products they ingest.

17 40. Defendant, and not Plaintiff or the Class or Sub-Class, knew or should have known
18 that labeling, marketing, and selling the Products as “100% Mountain Spring Water” was false,
19 deceptive, and misleading, and that Plaintiff, the Class, and Sub-Class members would not be able
20 to tell the Products contained microplastics unless Defendant expressly told them.
21

22 41. As a result of Defendants’ acts and omissions outlined above, Plaintiff has suffered
23 concrete and particularized injuries and harm, which include, but are not limited to, the following:

- 24 a. Lost money;
25 b. Wasting Plaintiff’s time; and
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1 c. Stress, aggravation, frustration, loss of trust, loss of serenity, and loss of
2 confidence in product packaging.

3 **CLASS ALLEGATIONS**

4 42. Plaintiff brings this action on behalf of himself and all others similarly situated, as
5 a member of the proposed class (the “Class”), defined as follows:

6 All persons within the United States who purchased the Products
7 within four years prior to the filing of the Complaint through the
8 date of class certification.

9 43. Plaintiff also brings this action on behalf of himself and all others similarly situated,
10 as a member of the proposed sub-class (the “Sub-Class”), defined as follows:

11 All persons within California who purchased the Products within
12 four years prior to the filing of this Complaint through to the date of
13 class certification.

14 44. Defendant, its employees and agents are excluded from the Class. Plaintiff does not
15 know the number of members in the Class, but believes the members number in the thousands, if
16 not more. Thus, this matter should be certified as a Class Action to assist in the expeditious
17 litigation of the matter.

18 45. The Class is so numerous that the individual joinder of all of their members is
19 impractical. While the exact number and identities of their members are unknown to Plaintiff at
20 this time and can only be ascertained through appropriate discovery, Plaintiff is informed and
21 believes and thereon alleges that the Class include thousands, if not millions of members. Plaintiff
22 alleges that the class members may be ascertained by the records maintained by Defendant.

23 46. This suit is properly maintainable as a class action because the Class and Sub-class
24 are so numerous that joinder of their members is impractical and the disposition of their claims in
25 the Class Action will provide substantial benefits both to the parties and the Court.
26

1 and to the court system, resulting from multiple trials of the same complex factual issues. By
2 contrast, the conduct of this action as a class action presents fewer management difficulties,
3 conserves the resources of the parties and of the court system and protects the rights of each class
4 member. Class treatment will also permit the adjudication of relatively small claims by many class
5 members who could not otherwise afford to seek legal redress for the wrongs complained of herein.

6 52. The prosecution of separate actions by individual members of the Class would
7 create a risk of adjudications with respect to them that would, as a practical matter, be dispositive
8 of the interests of the other class members not parties to such adjudications or that would
9 substantially impair or impede the ability of such non-party class members to protect their interests.

10 53. Plaintiff's claims and injuries are identical to the claims and injuries of all class
11 members, because all claims and injuries of all class members are based on the same fraudulent
12 labeling and same legal theory. All allegations arise from the identical, false, and misleading
13 packaging used by Defendants.

14 54. Defendants have acted or refused to act in respect generally applicable to the Class
15 thereby making appropriate final and injunctive relief with regard to the members of the Class and
16 Sub-Class as a whole.

17 55. The size and definition of the Class and Sub-Class can be identified through records
18 held by retailers carrying and reselling the Products, and by Defendant's own records.

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21 **FIRST CAUSE OF ACTION**
22 **Violation of the California False Advertising Act**
23 **(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)**

24 56. Plaintiff incorporates by reference each allegation set forth above in Paragraphs
25 1-55 as if fully articulated herein.

26 57. Pursuant to California Business and Professions Code section 17500, *et seq.*, it is
27 unlawful to engage in advertising "which is untrue or misleading, and which is known, or which

1 by the exercise of reasonable care should be known, to be untrue or misleading...or...to so make
2 or disseminate or cause to be so made or disseminated any such statement as part of a plan or
3 scheme with the intent not to sell that personal property or those services, professional or
4 otherwise, so advertised at the price stated therein, or as so advertised.”

5 58. Defendant misled consumers by making misrepresentations about the Class
6 Products, namely, Defendant sold the Products that were fraudulently labeled, and made false
7 representations to Plaintiff and other putative class members in order to solicit these transactions.

8 59. Specifically, Defendant sold Mountain Spring Water Products labeled with the
9 term “100%,” but which actually contain Microplastics.

10 60. Defendant knew that their representations and omissions were untrue and
11 misleading, and deliberately made the aforementioned representations and omissions in order to
12 deceive reasonable consumers like Plaintiff and other Class Members.

13 61. As a direct and proximate result of Defendant’s misrepresentations, Plaintiff and
14 the other Class Members have suffered injury in fact and have lost money or property. Plaintiff
15 reasonably relied upon Defendant’s representations regarding the Products, namely that the
16 Products were “100% Mountain Spring Water”. In reasonable reliance on Defendant’s
17 misrepresentations, Plaintiff and other Class Members purchased the Products. In turn Plaintiff
18 and other Class Members ended up with products that turned out to actually be different than
19 advertised, and therefore Plaintiff and other Class Members have suffered injury in fact.

20 62. Plaintiff alleges that these false and misleading representations made by
21 Defendant constitute a “scheme with the intent not to sell that personal property or those services,
22 professional or otherwise, so advertised at the price stated therein, or as so advertised.”

23 63. Defendant knew that the Class Products did in fact contain microplastics.

24 64. Thus, Defendant knowingly sold Class Products to Plaintiff and other putative
25 class members that contained false and misleading statements.

26 65. The misleading and false advertising described herein presents a continuing threat
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1 to Plaintiff and the Class Members in that Defendant persists and continues to engage in these
2 practices, and will not cease doing so unless and until forced to do so by this Court. Defendant’s
3 conduct will continue to cause irreparable injury to consumers unless enjoined or restrained.
4 Plaintiff is entitled to preliminary and permanent injunctive relief ordering Defendant to cease
5 their false advertising, as well as disgorgement and restitution to Plaintiff and all Class Members
6 Defendant’s revenues associated with their false advertising, or such portion of those revenues
7 as the Court may find equitable.

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9 **SECOND CAUSE OF ACTION**
10 **Violation of Unfair Business Practices Act**
11 **(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

12 66. Plaintiff incorporates by reference each allegation set forth above in paragraphs
13 1-55 as if fully articulated here in.

14 67. Actions for relief under the unfair competition law may be based on any business
15 act or practice that is within the broad definition of the UCL. Such violations of the UCL occur
16 as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required
17 to provide evidence of a causal connection between a defendant's business practices and the
18 alleged harm--that is, evidence that the defendant's conduct caused or was likely to cause
19 substantial injury. It is insufficient for a plaintiff to show merely that the defendant's conduct
20 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of
21 unfair competition covers any single act of misconduct, as well as ongoing misconduct.

22 **UNFAIR**

23 68. California Business & Professions Code § 17200 prohibits any “unfair ... business
24 act or practice.” Defendant’s acts, omissions, misrepresentations, and practices as alleged herein
25 also constitute “unfair” business acts and practices within the meaning of the UCL in that its
26 conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical,
27 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits

1 attributable to such conduct. There were reasonably available alternatives to further Defendant’s
2 legitimate business interests, other than the conduct described herein. Plaintiff reserves the right
3 to allege further conduct which constitutes other unfair business acts or practices. Such conduct
4 is ongoing and continues to this date.

5 69. In order to satisfy the “unfair” prong of the UCL, a consumer must show that the
6 injury: (1) is substantial; (2) is not outweighed by any countervailing benefits to consumers or
7 competition; and, (3) is not one that consumers themselves could reasonably have avoided.

8 70. Here, Defendant’s conduct has caused and continues to cause substantial injury
9 to Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury
10 in fact due to Defendant’s decision to sell them fraudulently labeled products (Class Products).
11 Thus, Defendant’s conduct has caused substantial injury to Plaintiff and the Class.

12 71. Moreover, Defendant’s conduct as alleged herein solely benefits Defendant while
13 providing no benefit of any kind to any consumer. Such deception utilized by Defendant
14 convinced Plaintiff and members of the Class that the Products would be “100% Mountain
15 Spring Water”, in order to induce them to spend money on said Class Products. In fact, knowing
16 that Class Products, by their objective terms were not “100% Mountain Spring Water”, unfairly
17 profited from their sale, in that Defendant knew that the expected benefit that Plaintiff would
18 receive from this feature is nonexistent, when this is typically never the case. Thus, the injury
19 suffered by Plaintiff and the members of the Class is not outweighed by any countervailing
20 benefits to consumers.

21 72. Finally, the injury suffered by Plaintiff and members of the Class are not an injury
22 that these consumers could reasonably have avoided. After Defendant, falsely represented the
23 qualities of Class Products consumers would receive, the Plaintiff and Class Members suffered
24 injury in fact due to Defendant’s sale of Class Products to them. Defendant failed to take
25 reasonable steps to inform Plaintiff and class members that the Class Products contained
26 microplastics, including intentionally mislabeling the Products by using the term “100%”. As
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1 such, Defendant took advantage of Defendant’s position of perceived power in order to deceive
2 Plaintiff and the Class members to purchase products containing fraudulent labels. Therefore,
3 the injury suffered by Plaintiff and members of the Class is not an injury which these consumers
4 could reasonably have avoided.

5 73. Thus, Defendant’s conduct has violated the “unfair” prong of California Business
6 & Professions Code § 17200.

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8 **FRAUDULENT**

9 74. California Business & Professions Code § 17200 prohibits any “fraudulent ...
10 business act or practice.” In order to prevail under the “fraudulent” prong of the UCL, a
11 consumer must allege that the fraudulent business practice was likely to deceive members of the
12 public.

13 75. The test for “fraud” as contemplated by California Business and Professions Code
14 § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a § 17200
15 violation can be established even if no one was actually deceived, relied upon the fraudulent
16 practice, or sustained any damage.

17 76. Here, not only were Plaintiff and the Class members likely to be deceived, but
18 these consumers were actually deceived by Defendant. Such deception is evidenced by the fact
19 that Plaintiff agreed to purchase Class Products under the basic assumption that they were “100%
20 Mountain Spring Water”. Plaintiff’s reliance upon Defendant’s deceptive statements is
21 reasonable due to the unequal bargaining powers of Defendant and Plaintiff. For the same reason,
22 it is likely that Defendant’s fraudulent business practice would deceive other members of the
23 public.

24 77. As explained above, Defendant deceived Plaintiff and other Class Members by
25 fraudulently labeling the Class Products.

26 78. Thus, Defendant’s conduct has violated the “fraudulent” prong of California
27

1 Business & Professions Code § 17200.

2 **UNLAWFUL**

3 79. California Business and Professions Code Section 17200, et seq. prohibits “any
4 unlawful...business act or practice.”

5 80. As explained above, Defendant deceived Plaintiff and other Class Members by
6 labeling the Products as “100% Mountain Spring Water”, when in fact the Products contain
7 Microplastics.

8 81. Defendant used false advertising, marketing, and misrepresentations to induce
9 Plaintiff and Class and Sub-Class Members to purchase the Class Products, in violation of
10 California Business and Professions Code Section 17500, et seq.

11 82. Had Defendant not falsely advertised, marketed or misrepresented the Class
12 Products, Plaintiff and Class Members would not have purchased the Class Products.
13 Defendant’s conduct therefore caused and continues to cause economic harm to Plaintiff and
14 Class Members. These representations by Defendant are therefore an “unlawful” business
15 practice or act under Business and Professions Code Section 17200 *et seq*

16 83. Defendant has thus engaged in unlawful, unfair, and fraudulent business acts
17 entitling Plaintiff and Class Members to judgment and equitable relief against Defendant, as set
18 forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code
19 section 17203, Plaintiff and Class Members seek an order requiring Defendant to immediately
20 cease such acts of unlawful, unfair, and fraudulent business practices and requiring Defendant
21 to correct its actions.

22 **MISCELLANEOUS**

23 84. Plaintiff and Class Members allege that they have fully complied with all
24 contractual and other legal obligations and fully complied with all conditions precedent to
25 bringing this action or all such obligations or conditions are excused.

REQUEST FOR JURY TRIAL

85. Plaintiff requests a trial by jury as to all claims so triable.

PRAYER FOR RELIEF

86. Plaintiff, on behalf of himself and the Class, requests the following relief:

- (a) An order certifying the Class and appointing Plaintiff as Representative of the Class;
- (a) An order certifying the undersigned counsel as Class Counsel;
- (b) An order requiring Defendant, at its own cost, to notify all Class Members of the unlawful and deceptive conduct herein;
- (c) An order requiring Defendant to engage in corrective advertising regarding the conduct discussed above;
- (d) Actual damages suffered by Plaintiff and Class Members as applicable or full restitution of all funds acquired from Plaintiff and Class Members from the sale of misbranded Class Products during the relevant class period;
- (e) Punitive damages, as allowable, in an amount determined by the Court or jury;
- (f) Any and all statutory enhanced damages;
- (g) All reasonable and necessary attorneys' fees and costs provided by statute, common law or the Court's inherent power;
- (h) Pre- and post-judgment interest; and

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1 (i) All other relief, general or special, legal and equitable, to which Plaintiff
2 and Class Members may be justly entitled as deemed by the Court.

3
4 Dated: January 23, 2024

Respectfully submitted,

5 LAW OFFICES OF TODD M. FRIEDMAN , PC

6 By: 
7 _____

TODD M. FRIEDMAN, ESQ.

8 Attorney for Plaintiff
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