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

*Attorneys for Plaintiff, and all others similarly situated*

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

MICHAEL DOTSON, individually, and on  
behalf of others similarly situated,

Plaintiff,

vs.

CG ROXANE, LLC

Defendant.

Case No. **24STCV04461**

**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 Now comes the Plaintiff, MICHAEL DOTSON (“Plaintiff”), individually and on behalf  
2 of all others similarly situated, by and through his attorneys, and for his class action Complaint  
3 against the Defendant, CG ROXANE, LLC (“Defendant”), Plaintiff alleges and states as follows:

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 advertising and labeling its products as  
9 Natural Alpine Spring Water, when the products contain microplastics. Plaintiff alleges as follows  
10 upon personal knowledge as to himself and his own acts and experiences, and, as to all other  
11 matters, upon information and belief, including investigation conducted by his attorneys.

12 **JURISDICTION AND VENUE**

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

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

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

20 **PARTIES**

21 5. Plaintiff is an individual who was at all relevant times residing in Los Angeles,  
22 California.

23 6. Defendant is a California limited liability company, whose principal place of  
24 business is located in Novato, California.

25 7. At all times relevant hereto, Defendant was engaged in the manufacturing,  
26 marketing, and sale of bottled water.

27 **FACTS COMMON TO ALL COUNTS**

28 8. Defendant manufactures, advertises, markets, sells, and distributes bottled water  
throughout California and the United States.

9. During the Class Period Defendant sold Crystal Geyser bottled water (the  
“Products”) labeled, marketed, and advertised as “Natural Alpine Spring Water” but which  
actually contained microplastics.

1           10.     Microplastics are small sized plastic particles that originate from manufacturing  
2 and physical degradation of plastics. Microplastics encompass a variety of different molecules  
3 with different structures, shapes, sizes, and polymers.

4           11.     Microplastics are not naturally occurring. Instead, microplastics are typically made  
5 from polypropylene, polyethylene, polystyrene, and other synthetic polymers.<sup>1</sup>

6           12.     Microplastics can leach into the water from the bottle, and consumers are exposed  
7 to additives, processing aid, and unreacted monomers.<sup>2</sup>

8           13.     In 2018 Orb Media commissioned a global study on synthetic microplastic  
9 contamination in bottled water.<sup>3</sup> The study was performed at the Mason lab at State University of  
10 New York at Fredonia, Department of Geology & Environmental Sciences. The study tested 259  
11 individual bottles from 27 different lots across 11 brands purchased from 19 locations in 9  
12 countries. Ninety-three percent, (“93%”), of bottled water showed signs of microplastic  
13 contamination.

14           14.     A study conducted in 2019 found the origin of bottled microplastics in drinking  
15 water due to mechanical stress.<sup>4</sup> They proposed that the main mechanical reason for bottled water  
16 contamination originated from releasing microplastic particles from the bottleneck and plastic cap  
17 by frequent opening and closing.

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23           <sup>1</sup> 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 review on current knowledge," *Science of The Total Environment* (2022),  
<http://dx.doi.org/10.1016/j.scitotenv.2022.161274>.

25           <sup>2</sup> *Id.*; Winkler, A., Santo, N., Ortenzi, M.A., Bolzoni, E., Bacchetta, R., Tremolada, P.,  
26 2019. Does mechanical stress cause microplastic release from plastic water bottles? *Water Res.*  
166, 115082

27           <sup>3</sup> Orb Media, "Plus Plastic," Orb Media (2023), available at [https://orbmedia.org/plus-](https://orbmedia.org/plus-plastic)  
28 [plastic](https://orbmedia.org/plus-plastic).

<sup>4</sup> Winkler, A., Santo, N., Ortenzi, M.A., Bolzoni, E., Bacchetta, R., Tremolada, P., 2019.  
Does mechanical stress cause microplastic release from plastic water bottles? *Water Res.* 166,  
115082.

1           15.     Microplastic contamination in the Products is possible at various manufacturing  
2 levels and as a result of usage by reasonable consumers.<sup>5</sup>

3           16.     Toxic effects of microplastics on the physiology and behavior of marine  
4 invertebrates have been extensively documented.<sup>6</sup> Similar effects have also been observed in  
5 larger marine vertebrates such as fish. Furthermore, recent studies using mouse models have  
6 reported potential effects of Microplastics on mammalian gut microbiota, as well as cellular and  
7 metabolic toxicity in the host.<sup>7</sup> However, the pathophysiological consequences of acute and  
8 chronic exposure to microplastics in mammalian systems, particularly in humans, are not yet fully  
9 understood.<sup>8</sup>

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

15           18.     Studies indicate that exposure to microplastics through ingestion can lead to  
16 gastrointestinal problems such as irritable bowel syndrome; endocrine disruption such as adverse  
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20           <sup>5</sup> See Md. Iftakharul Muhib, Md. Khabir Uddin, Md. Mostafizur Rahman, and Guilherme  
21 Malafaia, "Occurrence of microplastics in tap and bottled water, and food packaging: A  
22 narrative review on current knowledge," *Science of The Total Environment* (2022),  
23 <http://dx.doi.org/10.1016/j.scitotenv.2022.161274>.

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

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

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

<sup>9</sup> Id.

<sup>10</sup> Id.

1 effects on hormonal balance and reproductive function; and cardiovascular problems such as  
2 increase of oxidative stress and impaired regular heart function.<sup>11</sup>

3 19. Microplastics contamination is a material concern to Plaintiff and other reasonable  
4 consumers.

5 20. Bottled water that is contaminated with microplastics is not natural.

6 21. The Food and Drug Administration (“FDA”) has not officially defined the term  
7 “natural” and has not promulgated an official rule regarding the use of the term “natural.”

8 22. Furthermore, FDA has considered the term "natural" to mean that nothing artificial  
9 or synthetic (including all color additives regardless of source) has been included in, or has been  
10 added to, a food that would not normally be expected to be in that food.<sup>12</sup>

11 23. Microplastics are not expected to be in food or water.

12 24. Plaintiff, and reasonable consumers, do not expect “Natural” water products to  
13 contain microplastics.

14 25. The following picture includes an example of Defendant’s fraudulent labeling:  
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26 <sup>11</sup> Ebuka Chizitere Emenike et al., *From Oceans to Dinner Plates: The Impact of*  
27 *Microplastics on Human Health*, Volume 9, issue 10, Heliyon, 2023,  
28 <https://www.sciencedirect.com/science/article/pii/S240584402307648X>

<sup>12</sup> U.S. Food and Drug Administration, "Use of the Term 'Natural' on Food Labeling,"  
FDA (2023), available at <https://www.fda.gov/food/food-labeling-nutrition/use-term-natural-food-labeling>.

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26. Yet, when consumers drink Defendant’s Products, they are consuming synthetic plastic particles.

27. On January 27, 2024, Plaintiff purchased multiple Products labeled, marketed, and sold as “Natural Alpine Spring Water”, from a Food For Less in Los Angeles.

28. Plaintiff’s Products contained microplastics despite being labeled Natural Alpine Spring Water.

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

30. By making false and misleading claims about the contents of its Products, Defendant impaired Plaintiff’s ability to choose the type and quality of products he chose to buy.

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

1           32. As a result of Defendant's fraudulent labeling, Plaintiff and the Class have been  
2 misled into purchasing Products that did not provide them with the benefit of the bargain they  
3 paid money for, namely that the Products were Natural Alpine Spring Water.

4           33. As a result of Defendant's fraudulent labeling, Plaintiff and the Class paid a price  
5 premium for premium Products, but instead received non-premium Products.

6           34. Plaintiff and the Class purchased Defendant's Products because Defendant's  
7 advertising claimed that the Products were Natural Alpine Spring Water.

8           35. Due to Defendant's intentional, deceitful practice of falsely labeling the Products  
9 as Natural Spring Water, Plaintiff could not have known that the Products contained  
10 microplastics.

11           36. Plaintiff was unaware that the Products contained microplastics when he purchased  
12 them.

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

15           38. Defendant, and not Plaintiffs, the Class, or Sub-Class, knew or should have known  
16 that labeling, marketing, and selling the Products as Natural Alpine Spring Water was false,  
17 deceptive, and misleading, and that Plaintiff, the Class, and Sub-Class members would not be able  
18 to tell the Products they purchased contained microplastics unless Defendant expressly told them.

19           39. Defendant knew that the Products contained microplastics but chose to label the  
20 Products with Natural Alpine Spring Water labeling anyway to induce consumers to purchase the  
21 Products.  
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1           45.     The Class and Sub-Class are so numerous that the individual joinder of all of their  
2 members is impractical. While the exact number and identities of their members are unknown to  
3 Plaintiff at this time and can only be ascertained through appropriate discovery, Plaintiff is  
4 informed and believes and thereon alleges that the Class and Sub-Class include thousands, if not  
5 millions of members. Plaintiff alleges that the class members may be ascertained by the records  
6 maintained by Defendant.

7           46.     This suit is properly maintainable as a class action pursuant to Fed. R. Civ. P. 23(a)  
8 because the Class and Sub-Class are so numerous that joinder of their members is impractical and  
9 the disposition of their claims in the Class Action will provide substantial benefits both to the  
10 parties and the Court.

11           47.     There are questions of law and fact common to the Class and Sub-Class affecting  
12 the parties to be represented. The questions of law and fact common to the Class and Sub-Class  
13 predominate over questions which may affect individual class members and include, but are not  
14 necessarily limited to, the following:

- 15           a.     Whether the Defendant intentionally, negligently, or recklessly  
16                 disseminated false and misleading information by labeling the Products as  
17                 Natural when the Products contain microplastics;
- 18           b.     Whether the Class and Sub-Class members were informed that the  
19                 Products contained microplastics;
- 20           c.     Whether the Products contained micoplastics;
- 21           d.     Whether Defendant's conduct was unfair and deceptive;
- 22           e.     Whether Defendant unjustly enriched itself as a result of the unlawful  
23                 conduct alleged above;
- 24           f.     Whether the inclusion of microplastics in the Products is a material fact;
- 25           g.     Whether there should be a tolling of the statute of limitations; and
- 26           h.     Whether the Class and Sub-Class are entitled to restitution, actual damages,  
27                 punitive damages, and attorney fees and costs.

28           48.     As a resident of the United States and the State of California who purchased the  
Products, Plaintiff is asserting claims that are typical of the Class and Sub-Class.

          49.     Plaintiff has no interests adverse or antagonistic to the interests of the other  
members of the Class and Sub-Class.



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

4 57. California Business and Professions Code section 17500, *et seq.*'s prohibition  
5 against false advertising extends to the use of false or misleading written statements.

6 58. Defendant misled consumers by making misrepresentations and untrue  
7 statements about the Class Products, namely, Defendant sold the Products with labeling  
8 claiming the Products were Natural, and made false representations to Plaintiff and other  
9 putative class members in order to solicit these transactions.

10 59. Specifically, Defendant claimed the Products were Natural when the Products  
11 contained synthetic microplastics.

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

15 61. As a direct and proximate result of Defendant's misleading and false advertising,  
16 Plaintiff and the other Class Members have suffered injury in fact and have lost money or  
17 property. Plaintiff reasonably relied upon Defendant's fraudulent statements regarding the  
18 Products, namely that they did not know the Products contained synthetic microplastics. In  
19 reasonable reliance on Defendant's omissions of material fact and false advertisements, Plaintiff  
20 and other Class and Sub-Class Members purchased the Products. In turn Plaintiff and other  
21 Class Members ended up with products that turned out to actually be different than advertised,  
22 and therefore Plaintiff and other Class Members have suffered injury in fact.

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

26 63. Defendant advertised to Plaintiff and other putative class members, through  
27 written representations and omissions made by Defendant and its employees, that the Class  
28 Products would be Natural.

64. Defendant knew that the Class Products did in fact contain synthetic  
microplastics.

65. Thus, Defendant knowingly sold Class Products to Plaintiff and other putative  
class members that contained synthetic microplastics and were not Natural.



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

4           71. Here, Defendant’s conduct has caused and continues to cause substantial injury  
5 to Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury  
6 in fact due to Defendant’s decision to sell them fraudulently labeled products (Class Products).  
7 Thus, Defendant’s conduct has caused substantial injury to Plaintiff and the members of the  
8 Class and Sub-Class.

9           72. Moreover, Defendant’s conduct as alleged herein solely benefits Defendant  
10 while providing no benefit of any kind to any consumer. Such deception utilized by Defendant  
11 convinced Plaintiff and members of the Class that the Class Products were natural, in order to  
12 induce them to spend money on said Class Products. In fact, knowing that Class Products, by  
13 their objective terms contained microplastics, unfairly profited from their sale, in that Defendant  
14 knew that the expected benefit that Plaintiff would receive from this feature is nonexistent, when  
15 this is typically never the case in situations involving consumer products. Thus, the injury  
16 suffered by Plaintiff and the members of the Class and Sub-Class is not outweighed by any  
17 countervailing benefits to consumers.

18           73. Finally, the injury suffered by Plaintiff and members of the Class and California  
19 Sub-Class is not an injury that these consumers could reasonably have avoided. After  
20 Defendant, fraudulently labeled the Class Products as Natural, the Plaintiff, Class members, and  
21 Sub-Class Members suffered injury in fact due to Defendant’s sale of Class Products to them.  
22 Defendant failed to take reasonable steps to inform Plaintiff and Class and Sub-Class members  
23 that the Class Products contained synthetic microplastics and are not Natural as a result. As  
24 such, Defendant took advantage of Defendant’s position of perceived power in order to deceive  
25 Plaintiff and the Class members to purchase the products. Therefore, the injury suffered by  
26 Plaintiff and members of the Class is not an injury which these consumers could reasonably  
27 have avoided.

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

**FRAUDULENT**

          75. California Business & Professions Code § 17200 prohibits any “fraudulent ...  
business act or practice.” In order to prevail under the “fraudulent” prong of the UCL, a

1 consumer must allege that the fraudulent business practice was likely to deceive members of  
2 the public.

3 76. The test for “fraud” as contemplated by California Business and Professions  
4 Code § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a §  
5 17200 violation can be established even if no one was actually deceived, relied upon the  
6 fraudulent practice, or sustained any damage.

7 77. Here, not only were Plaintiff and the Class and Sub-Class members likely to be  
8 deceived, but these consumers were actually deceived by Defendant. Such deception is  
9 evidenced by the fact that Plaintiff agreed to purchase Class Products at a price premium even  
10 though the Products contained synthetic microplastics. Plaintiff’s reliance upon Defendant’s  
11 deceptive statements is reasonable due to the unequal bargaining powers of Defendant and  
12 Plaintiff. For the same reason, it is likely that Defendant’s fraudulent business practice would  
13 deceive other members of the public.

14 78. As explained above, Defendant deceived Plaintiff and other Class Members by  
15 labeling the Products as Natural, when in fact the Products contain synthetic microplastics.

16 79. Thus, Defendant’s conduct has violated the “fraudulent” prong of California  
17 Business & Professions Code § 17200.

### 18 UNLAWFUL

19 80. California Business and Professions Code Section 17200, et seq. prohibits “any  
20 unlawful...business act or practice.”

21 81. As explained above, Defendant deceived Plaintiff and other Class Members by  
22 labeling the Products as Natural, when in fact the Products contain synthetic microplastics.

23 82. Defendant used false advertising, marketing, and misrepresentations to induce  
24 Plaintiff and Class and Sub-Class Members to purchase the Class Products, in violation of  
25 California Business and Professions Code Section 17500, et seq.

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

84. Defendant has thus engaged in unlawful, unfair, and fraudulent business acts  
entitling Plaintiff and Class and Sub-Class Members to judgment and equitable relief against

1 Defendant, as set forth in the Prayer for Relief. Additionally, pursuant to Business and  
2 Professions Code section 17203, Plaintiff and Class and Sub-Class Members seek an order  
3 requiring Defendant to immediately cease such acts of unlawful, unfair, and fraudulent business  
4 practices and requiring Defendant to correct its actions.

5 **MISCELLANEOUS**

6 101. Plaintiff and Classes Members allege that they have fully complied with all  
7 contractual and other legal obligations and fully complied with all conditions precedent to  
8 bringing this action or all such obligations or conditions are excused.

9 **REQUEST FOR JURY TRIAL**

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

11 **PRAYER FOR RELIEF**

12 103. Plaintiff, on behalf of himself and the Class and Sub-Class, requests the  
13 following relief:

- 14 (a) An order certifying the Class and Sub-Class and appointing Plaintiff as  
15 Representative of the Class and Sub-Class;
- 16 (a) An order certifying the undersigned counsel as Class and Sub-Class  
17 Counsel;
- 18 (b) An order requiring Defendant to engage in corrective advertising  
19 regarding the conduct discussed above;
- 20 (c) Actual damages suffered by Plaintiff and Class and Sub-Class Members  
21 as applicable or full restitution of all funds acquired from Plaintiff and  
22 Class and Sub-Class Members from the sale of misbranded Class  
23 Products during the relevant class period;
- 24 (d) Punitive damages, as allowable, in an amount determined by the Court or  
25 jury;
- 26 (e) Any and all statutory enhanced damages;
- 27 (f) All reasonable and necessary attorneys' fees and costs provided by  
28 statute, common law or the Court's inherent power;


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- (g) Pre- and post-judgment interest; and
- (h) All other relief, general or special, legal and equitable, to which Plaintiff and Class and Sub-Class Members may be justly entitled as deemed by the Court.

Dated: February 22, 2024

Respectfully submitted,

LAW OFFICES OF TODD M. FRIEDMAN, PC

By:   
TODD M. FRIEDMAN, ESQ.  
Attorney for Plaintiff Michael Dotson