

**FITZGERALD MONROE FLYNN PC**

JACK FITZGERALD (SBN 257370)

*jfitzgerald@fmfpc.com*

MELANIE R. MONROE (SBN 275423)

*mmonro@fmfpc.com*

TREVOR FLYNN (SBN 253362)

*tflynn@fmfpc.com*

CAROLINE S. EMHARDT (SBN 321222)

*cemhardt@fmfpc.com*

2341 Jefferson Street, Suite 200

San Diego, California 92110

Phone: (619) 215-1741

***Counsel for Plaintiff and the Proposed Class***

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO – CENTRAL DIVISION**

Case No:

CLASS ACTION

ALBERT FRIED, on behalf of himself, all  
others similarly situated, and the general  
public,

Plaintiff,

v.

SNAPPLE BEVERAGE CORP.,

Defendant.

**COMPLAINT FOR VIOLATIONS OF  
CAL. BUS. & PROF. CODE §§ 17200  
*et seq.*; CAL. BUS. & PROF. CODE §§  
17500 *et seq.*; CAL. CIV. CODE §§  
1750 *et seq.*; BREACH OF EXPRESS  
AND IMPLIED WARRANTIES;  
NEGLIGENT AND INTENTIONAL  
MISREPRESENTATION; AND  
UNJUST ENRICHMENT.**

*(CIVIL UNLIMITED MATTER)*

DEMAND FOR JURY TRIAL

1 Plaintiff Albert Fried, on behalf of himself, all others similarly situated, and the general  
2 public, by and through his undersigned counsel, hereby sues Defendant Snapple Beverage  
3 Corp. (“Snapple”), and alleges the following upon his own knowledge, or where he lacks  
4 personal knowledge, upon information and belief, including the investigation of his counsel.

5 **NATURE OF THE ACTION**

6 1. Snapple markets and sells various “Juice Drinks,” “Teas,” and “Elements”  
7 beverages marketed as “ALL NATURAL” (collectively, the “Products”<sup>1</sup>).

8 2. Manufactured citric acid (“MCA”), which is in the Products, is an industrial  
9 chemical derived, not from fruit or vegetables, but from the fermentation of crude sugars  
10 (e.g., molasses and corn starch) by the mold, *Aspergillus niger*. Many of the Products also  
11 contain coloring agents.

12 3. Although the FDA has not set rulemaking to establish a formal definition for the  
13 term “all natural,” it has a longstanding policy that the term “natural” excludes “all color  
14 additives regardless of source.” One of the reasons this longstanding policy exists is that the  
15 use of the words “natural color,” or similar words containing the term “natural,” are  
16 erroneously interpreted by reasonable consumers to mean the color is a naturally-occurring  
17 constituent in the food. All added colors, regardless of the source, result in an artificially-  
18 colored food.

19 4. Because each of the Products contain MCAs and several contain coloring agents,  
20 Snapple’s advertising the products as “ALL NATURAL” is false and misleading.

21 5. As a global manufacturer of beverages, Snapple understands consumers have a  
22 strong preference for all natural foods. Snapple also knows that consumers will pay  
23

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24 <sup>1</sup> The “Juice Drinks” include at least the following varieties: (i) Snapple Apple, (ii) Mango  
25 Madness, (iii) Kiwi Strawberry, (iv) Fruit Punch, (v) Orangeade, (vi) Raspberry Peach, (vii)  
26 Lemonade, (viii) Watermelon Lemonade, (ix) Strawberry Pineapple Lemonade, (x) Black  
27 Cherry Lemonade, (xi) Pink Lemonade, (xii) Grapeade, and (xiii) Go Bananas. The “Teas”  
28 beverages include at least the following varieties: (i) Peach Tea, (ii) Lemon Tea, (iii)  
Raspberry Tea, (iv) Half ’n Half Lemonade Iced Tea, (v) Honey Sweet Tea, and (vi) Green  
Tea. The “Elements” beverages include Rain, Fire, Air, and Earth varieties.

1 significantly more for all natural foods. Recent consumer data shows that “seventy-eight  
2 percent (78%) of consumers say they would pay more for products listed as all-natural, and  
3 taking it a step further, 56% would be willing to pay 10-30% more and 33% are willing to  
4 spend 20-30% more for all-natural products.”<sup>2</sup>

5 6. Accordingly, Plaintiff brings this action against Snapple on behalf of himself  
6 and similarly-situated Class Members to enjoin Snapple from deceptively marketing the  
7 Products, and to recover compensation for injured Class Members.

8 **JURISDICTION & VENUE**

9 7. The California Superior Court has jurisdiction over this matter as a result of  
10 defendant’s violations of the California Business and Professions Codes, California Civil  
11 Codes, and California common law principles.

12 8. This Court has jurisdiction pursuant to Article VI, Section 10 of the California  
13 Constitution, because this case is not a cause given by statute to other trial courts.

14 9. The aggregate monetary damages and restitution sought herein exceed the  
15 minimum jurisdictional limits for the Superior Court and will be established at trial, according  
16 to proof.

17 10. The California Superior Court also has jurisdiction in this matter because there  
18 is no federal question at issue, as the issues herein are based solely on California statutes and  
19 law.

20 11. The Court has personal jurisdiction over Snapple because it has purposely  
21 availed itself of the benefits and privileges of conducting business activities within California.

22 12. Venue is proper in San Diego County because a substantial part of the events or  
23 omissions giving rise to the class claims occurred in San Diego County.

24  
25  
26  
27 <sup>2</sup> Ingredient, “Maximize brand value by formulating to 2023 consumer food preferences,” at  
28 <https://www.ingredient.com/na/en-us/be-whats-next/2023-consumer-food-preference-trends.html>

**PARTIES**

13. Plaintiff Albert Fried presently resides and intends to continue to reside in San Diego County, California. Accordingly, he is a citizen of the State of California.

14. Defendant Snapple is a Delaware corporation with its principal place of business in Plano, Texas. Snapple manufactures, distributes, and markets the Snapple Products that are the subject of this lawsuit in California, and in San Diego County.

**FACTS**

**I. THEIR LABELS REPRESENT THE PRODUCTS ARE “ALL NATURAL”**

15. Snapple markets and sells the Products in both single bottles, and multi-bottle packs.

16. Below are exemplars of the Juice Drink Product packaging and labels, including on both individual and multi-packs:



1 17. Below are exemplars of the packaging of the Snapple “Teas” and “Elements:”



22 18. Regardless of flavor, size, or count, the packaging and labeling of each of the  
23 Products sold at retail bears the prominent label claim, “ALL NATURAL.” Thus, all Products  
24 are substantially similar to one another in that they all bear the claim “ALL NATURAL.”

25 **II. THE PRODUCTS CONTAIN MCA, AN INDUSTRIAL CHEMICAL**

26 19. Manufactured citric acid is one of the most common food additives in the world.  
27 It is used to boost acidity, enhance flavor, and preserve ingredients.  
28

1           20. Citric acid *can* be naturally found in citrus fruits. But synthetic versions, which  
2 are produced from a type of mold, are commonly added to foods, medicines, supplements,  
3 and cleaning agents. While generally recognized as safe, industrially manufactured citric acid  
4 is not “natural.” Instead, it is “a major industrial chemical, produced at >2 million t/year  
5 worldwide.”<sup>3</sup> In industry and domestic applications, MCA is a chelating and buffering agent  
6 in many cleaning products and a starting material for synthesizing citrate esters, itaconic acid,  
7 acetonedicarboxylic acid, and other compounds.”<sup>4</sup>

8           21. Snapple tacitly admits this in an FAQ on its website:<sup>5</sup>

9 **what is citric acid?**

10 Citric acid, a food ingredient derived from starch, is widely used to add tart taste to foods and beverages and to adjust the acidity in  
11 beverages. It is present in citrus fruits such as oranges and lemons and in certain other fruits.

12           22. But this “disclosure” is inadequate for two reasons. **First**, Snapple leans into  
13 consumer confusion by first admitting that the citric acid in its Products is a manufactured  
14 chemical derived from starch. However, it simultaneously touts that citric acid is also “present  
15 in citrus fruits such as oranges and lemons and in certain other fruits,” but does not clarify  
16 that its Products are not made from those naturally occurring citric acids. **Second**, without  
17 accessing this question and answer on Snapple’s website, reasonable consumers would not  
18 be aware of the true facts, *i.e.*, that contrary to its “ALL NATURAL” representation, the  
19 Products are made from the industrial chemical citric acid. Thus, most consumers would  
20 reasonably but wrongly believe at the point of purchase that the Products are 100% natural.

21 **III. MANY PRODUCTS CONTAIN COLORING ADDITIVES**

22           23. The FDA has “a longstanding policy concerning the use of ‘natural’ in human  
23 food labeling” and “consider[s] the term ‘natural’ to mean that nothing artificial or synthetic  
24

25 \_\_\_\_\_  
26 <sup>3</sup> *Citric Acid*, ACS Chemistry for Life (April 4, 2022), available at  
<https://www.acs.org/molecule-of-the-week/archive/c/citric-acid.html>.

27 <sup>4</sup> *Id.*

28 <sup>5</sup> <https://www.snapple.com/faq>.

1 (*including all color additives regardless of source*) has been included in, or has been added  
2 to, a food that would not normally be expected to be in that food.”<sup>6</sup>

3 24. One of the reasons this longstanding policy exists is that the use of the words  
4 “natural color,” or similar words containing the term “natural” are erroneously interpreted by  
5 reasonable consumers to mean the color is a naturally-occurring constituent in the food.  
6 However, “any ingredient added for color is not naturally occurring to the product,”<sup>7</sup> and thus  
7 “all natural” claims, when made on foods with ingredients added for color, are misleading.

8 25. Some of the Products contain ingredients that Snapple admits are used only to  
9 artificially color the beverages. This includes the “Juice Drinks” in the following flavors: (a)  
10 Snapple Apple, (b) Mango Madness, (c) Kiwi Strawberry, (d) Watermelon Lemonade, (e)  
11 Strawberry Pineapple, (f) Pink Lemonade, (g) Orangeade, and (h) Raspberry Peach.<sup>8</sup>

12 26. Because some of the Snapple Juice Drinks identified herein contain ingredients  
13 that artificially color those products, the use of the term “ALL NATURAL” on the labels of  
14 those Juice Drinks is false and misleading.

#### 15 **IV. THE PRODUCTS VIOLATE CALIFORNIA LAW**

16 27. The Products’ labeling violates California Health and Safety Code § 110670,  
17 which states “[a]ny food is misbranded if its labeling does not conform with the requirements  
18 for nutrient content or health claims as set forth in Section 403(r) (21 U.S.C. Sec. 343(r)) of  
19 the federal act and the regulations adopted pursuant thereto.”

20 28. Under 21 U.S.C. § 343(a), any food is misbranded where its “label is false or  
21 misleading in any particular.”

22 \_\_\_\_\_  
23 <sup>6</sup> *Use of the Term Natural on Food Labeling*, U.S. Food & Drug Administration, available at  
24 <https://www.fda.gov/food/food-labeling-nutrition/use-term-natural-food-labeling> (emphasis  
added).

25 <sup>7</sup> *See a Sip: A Basic Guide To Color Additives*, Flavorman (June 16, 2021), available at  
26 <https://www.flavorman.com/media/see-a-sip-natural-and-artificial-colors>.

27 <sup>8</sup> To the extent other Snapple Juice Drink flavors, or the Snapple “Teas” and “Elements,”  
28 contain any ingredients added for color, this complaint should be read to be inclusive, rather  
than exclusive, of those flavors or varieties.

1 **V. PLAINTIFF’S PURCHASE, RELIANCE, AND INJURY**

2 29. For at least the last four years, Plaintiff has regularly purchased various Snapple  
3 Juice Drinks, including the Snapple Apple flavor, and Teas, including the Peach Tea and  
4 Lemon Tea. He made his purchases from various 7-11 convenience stores, Albertson's, Stater  
5 Bros., Vons, and Walmart, all grocery stores he regularly shops at, in San Diego County. At  
6 times, particularly during the hotter times of the year, Plaintiff would drink as many as one  
7 Snapple Juice Drink or Tea per day.

8 30. When purchasing the Snapple Products, Plaintiff was exposed to, read, and  
9 relied upon Snapple’s labeling claims that the Products were “ALL NATURAL.” Based on  
10 that representation, Plaintiff reasonably believed the Products contained no synthetic,  
11 artificial, or industrially manufactured ingredients, and that the color of the Products was  
12 derived naturally from the ingredients contained therein.

13 31. Plaintiff is not a nutritionist, food expert, or food scientist, but rather a lay  
14 consumer who does not have any specialized knowledge.

15 32. Plaintiff acted reasonably in relying on the label claim, which Snapple  
16 intentionally placed on the Products’ packaging intending to induce consumers into  
17 purchasing the Products.

18 33. Plaintiff would not have purchased the Products if he knew the “ALL  
19 NATURAL” labeling claim was false and misleading in that the Products are not all natural,  
20 but instead contain industrially manufactured citric acid and ingredients that color the  
21 Products artificially.

22 34. The Products cost more than similar products without misleading “ALL  
23 NATURAL” labeling and would have cost less absent Snapple’s false and misleading  
24 statement.

25 35. Through the misleading labeling claim, Snapple was able to gain a greater share  
26 of the flavored beverage and iced tea market than it would have otherwise and increased the  
27 size of the market.



1 36. Plaintiff paid more for the Products, and would only have been willing to pay  
2 less, or unwilling to purchase them at all absent the false and misleading labeling complained  
3 of herein.

4 37. Plaintiff would not have purchased the Products if he had known they were being  
5 sold in violation of state and federal law, which prohibit labeling or advertising that is false  
6 or misleading.

7 38. For these reasons, the Products were worth less than what Plaintiff and the Class  
8 paid for them.

9 39. Plaintiff and the Class lost money because of Snapple's deceptive claims and  
10 practices in that they did not receive what they paid for when purchasing the Products.

11 **CLASS ACTION ALLEGATIONS**

12 40. California Code of Civil Procedure section 382 provides that "when the question  
13 is one of a common or general interest, of many persons, or when the parties are numerous,  
14 and it is impracticable to bring them all before the court, one or more may sue or defend for  
15 the benefit of all."

16 41. Pursuant to Code Civ. Proc. § 382, Plaintiffs seek certification of a class defined  
17 as:

18 All persons who, at any time from four years preceding the date of the filing of  
19 this Complaint to the time a class is notified (the "Class Period"), purchased  
20 within the State of California, for personal or household use, and not for resale  
21 or distribution, the Snapple Products.

22 42. Excluded from the Class are: (a) Defendant, its officers, directors, and  
23 employees; affiliates and affiliates' officers, directors, and employees; (b) Plaintiff's  
24 Counsel; (c) judicial officers and their immediate family members and associated court staff  
25 assigned to this case; and (d) persons or entities who or which timely and properly exclude  
26 themselves from the Class.

1 43. Certification of Plaintiff’s claims for classwide treatment is appropriate because  
2 Plaintiff can prove the elements of his claims on a classwide basis using the same evidence  
3 as would be used to prove those elements in individual actions alleging the same claims.

4 44. The members in the proposed Class are so numerous that individual joinder of  
5 all members is impracticable, and the disposition of the claims of all Class Members in a  
6 single action will provide substantial benefits to the parties and Court. The Class includes at  
7 least thousands of members.

8 45. There is a well-defined community of interest in the common questions of law  
9 and fact affecting Class members. The questions of law and fact common to Class members  
10 predominate over questions affecting only individual Class members, and include without  
11 limitation:

12 a. whether Snapple communicated a message through its packaging and  
13 advertising that the Products were all natural;

14 b. whether that message was material, or likely to be material, to a  
15 reasonable consumer;

16 c. whether the Products contained MCA;

17 d. whether foods made with MCA are, in fact, all natural;

18 e. whether the Products contained no ingredients used to artificially color  
19 the drinks;

20 f. whether food products made with ingredients that artificially color that  
21 food are, in fact, all natural;

22 g. whether the challenged “ALL NATURAL” claim is false, misleading, or  
23 reasonably likely to deceive a reasonable consumer;

24 h. whether Snapple’s conduct violates public policy;

25 i. whether Snapple’s conduct violates state or federal statutes or regulations;

26 j. the proper amount of damages, including punitive damages;

27 k. the proper amount of restitution;

28 l. the proper scope of injunctive relief; and

1 m. the proper amount of attorneys' fees.

2 46. These common questions of law and fact predominate over questions that affect  
3 only individual Class Members.

4 47. Plaintiff's claims are typical of Class Members' claims because they are based  
5 on the same underlying facts, events, and circumstances relating to Defendant's substantially  
6 uniform misconduct. Specifically, all Class Members, including Plaintiff, were subjected to  
7 the same misleading and deceptive conduct when they purchased the Products and suffered  
8 economic injury because the Products are misrepresented. Absent Defendant's business  
9 practice of deceptively and unlawfully labeling the Products, Plaintiffs and Class Members  
10 would not have purchased the Products. Thus, Plaintiff advances the same claims and legal  
11 theories on behalf of himself and all other Class members, and no defense is available to  
12 Defendant that is unique to Plaintiff.

13 48. Plaintiffs will fairly and adequately represent and protect the interests of the  
14 Class, has no interests incompatible with the interests of the Class, and has retained counsel  
15 competent and experienced in class action litigation, and specifically in litigation involving  
16 false and misleading advertising.

17 49. A class action is superior to any other available means for the fair and efficient  
18 adjudication of this controversy, and no unusual difficulties are likely to be encountered in  
19 the management of this matter as a class action. The damages, harm, or other financial  
20 detriment suffered individually by Plaintiff and the other Class Members are relatively small  
21 compared to the burden and expense that would be required to litigate their claims on an  
22 individual basis against Defendant, making it impracticable for Class Members to  
23 individually seek redress for Defendant's wrongful conduct. Even if Class Members could  
24 afford individual litigation, the court system should not be forced to shoulder such  
25 inefficiency. Individualized litigation would create a potential for inconsistent or  
26 contradictory judgments and increase the delay and expense to all parties and the court  
27 system. By contrast, the class action device presents far fewer management difficulties,  
28

1 providing the benefits of single adjudication, economies of scale, and comprehensive  
2 supervision by a single court.

3 50. Defendant has acted on grounds applicable to the Class, thereby making  
4 appropriate final injunctive and declaratory relief concerning the Class as a whole.

5 51. As a result of the foregoing, class treatment is appropriate under California Code  
6 of Civil Procedure section 382.

## 7 **CAUSES OF ACTION**

### 8 **FIRST CAUSE OF ACTION**

#### 9 **Violations of the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.***

10 52. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint  
11 as if set forth in full herein.

12 53. The UCL prohibits any “unlawful, unfair or fraudulent business act or practice.”  
13 Cal. Bus. & Prof. Code § 17200.

14 54. The acts, omissions, misrepresentations, practices, and non-disclosures of  
15 Defendant as alleged herein constitute business acts and practices.

#### 16 **Fraudulent**

17 55. A statement or practice is fraudulent under the UCL if it is likely to deceive a  
18 significant portion of the public, applying an objective reasonable consumer test.

19 56. As set forth herein, Snapple’s “ALL NATURAL” labeling claim for the  
20 Products is likely to deceive reasonable consumers and the public.

#### 21 **Unlawful**

22 57. The acts alleged herein are “unlawful” under the UCL in that they violate at least  
23 the following laws:

- 24 • The False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.*;
- 25 • The Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*;
- 26 • The Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 301 *et seq.*; and
- 27 • The California Sherman Food, Drug, and Cosmetic Law, Cal. Health &  
28 Safety Code §§ 110100 *et seq.*

1 58. By violating these laws, Defendant has engaged in unlawful business acts and  
2 practices, which constitute unfair competition within the meaning of Business & Professions  
3 Code § 17200.

4 **Unfair**

5 59. Snapple's conduct with respect to the labeling, advertising, and sale of the  
6 Products was unfair because Snapple's conduct was immoral, unethical, unscrupulous, or  
7 substantially injurious to consumers, and the utility of its conduct, if any, did and does not  
8 outweigh the gravity of the harm to its victims.

9 60. Snapple's conduct with respect to the labeling, advertising, and sale of the  
10 Products was and is also unfair because it violates public policy as declared by specific  
11 constitutional, statutory or regulatory provisions, including but not necessarily limited to the  
12 False Advertising Law, portions of the Federal Food, Drug, and Cosmetic Act, and portions  
13 of the California Sherman Food, Drug, and Cosmetic Law.

14 61. Snapple's conduct with respect to the labeling, advertising, and sale of the  
15 Products was and is also unfair because the consumer injury was substantial, not outweighed  
16 by benefits to consumers or competition, and not one consumers themselves could reasonably  
17 have avoided. Specifically, the increase in profits obtained by Snapple through the misleading  
18 labeling does not outweigh the harm to Class Members who were deceived into purchasing  
19 the Products believing they were all natural when they were not.

20 62. Snapple profited from the sale of the falsely, deceptively, and unlawfully  
21 advertised Products to unwary consumers.

22 63. Plaintiff and Class Members are likely to continue to be damaged by Snapple's  
23 deceptive trade practices, because Snapple continues to disseminate misleading information.  
24 Thus, injunctive relief enjoining Snapple's deceptive practices is proper.

25 64. Snapple's conduct caused and continues to cause substantial injury to Plaintiff  
26 and other Class Members. Plaintiff has suffered injury in fact as a result of Snapple's unlawful  
27 conduct.  
28

1 65. In accordance with Bus. & Prof. Code § 17203, Plaintiff seeks an order enjoining  
2 Snapple from continuing to conduct business through unlawful, unfair, and/or fraudulent acts  
3 and practices.

4 66. Plaintiff and the Class also seek an order for the restitution of all monies from  
5 the sale of the Products, which were unjustly acquired through acts of unlawful competition.

## 6 SECOND CAUSE OF ACTION

### 7 Violations of the False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.*

8 67. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint  
9 as if set forth in full herein.

10 68. The FAL provides that “[i]t is unlawful for any person, firm, corporation or  
11 association, or any employee thereof with intent directly or indirectly to dispose of real or  
12 personal property or to perform services” to disseminate any statement “which is untrue or  
13 misleading, and which is known, or which by the exercise of reasonable care should be  
14 known, to be untrue or misleading.” Cal. Bus. & Prof. Code § 17500.

15 69. It is also unlawful under the FAL to disseminate statements concerning property  
16 or services that are “untrue or misleading, and which is known, or which by the exercise of  
17 reasonable care should be known, to be untrue or misleading.” *Id.*

18 70. As alleged herein, the advertisements, labeling, policies, acts, and practices of  
19 Snapple relating to the Products misled consumers acting reasonably as to whether the  
20 Products are “ALL NATURAL.”

21 71. Plaintiff suffered injury in fact as a result of Snapple’s actions as set forth herein  
22 because Plaintiff purchased the Products in reliance on Snapple’s false and misleading  
23 marketing claims stating the Products were “ALL NATURAL.”

24 72. Snapple’s business practices as alleged herein constitute unfair, deceptive,  
25 untrue, and misleading advertising pursuant to the FAL because Snapple has advertised the  
26 Products in a manner that is untrue and misleading, which Snapple knew or reasonably  
27 should have known, and omitted material information from the Products’ labeling.  
28

1 73. Snapple profited from the sale of the falsely and deceptively advertised Products  
2 to unwary consumers.

3 74. As a result, Plaintiff, the Class, and the general public are entitled to injunctive  
4 and equitable relief, restitution, and an order for the disgorgement of the funds by which  
5 Snapple was unjustly enriched.

6 75. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff, on behalf of himself and  
7 the Class, seeks an order enjoining Snapple from continuing to engage in deceptive  
8 business practices, false advertising, and any other act prohibited by law, including those set  
9 forth in this Complaint.

### 10 **THIRD CAUSE OF ACTION**

#### 11 **Violations of the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.***

12 76. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint  
13 as if set forth in full herein.

14 77. The CLRA prohibits deceptive practices in connection with the conduct of a  
15 business that provides goods, property, or services primarily for personal, family, or  
16 household purposes.

17 78. Snapple's false and misleading labeling and other policies, acts, and practices  
18 were designed to, and did, induce the purchase and use of the Products for personal, family,  
19 or household purposes by Plaintiff and Class Members, and violated and continue to violate  
20 the following sections of the CLRA:

21 a. § 1770(a)(5): representing that goods have characteristics, uses, or  
22 benefits which they do not have;

23 b. § 1770(a)(7): representing that goods are of a particular standard, quality,  
24 or grade if they are of another;

25 c. § 1770(a)(9): advertising goods with intent not to sell them as advertised;  
26 and

27 d. § 1770(a)(16): representing the subject of a transaction has been supplied  
28 in accordance with a previous representation when it has not.

1 79. Snapple profited from the sale of the falsely, deceptively, and unlawfully  
2 advertised Products to unwary consumers.

3 80. Snapple’s wrongful business practices constituted, and constitute, a continuing  
4 course of conduct in violation of the CLRA.

5 81. Pursuant to California Civil Code § 1782, more than 30 days before filing this  
6 lawsuit, Plaintiff sent written notice of his claims and Snapple’s particular violations of the  
7 Act to Snapple by certified mail, return receipt requested, but Snapple has failed to implement  
8 remedial measures.

9 82. As a result, Plaintiff and the Class have suffered harm, and therefore seek (a)  
10 actual damages resulting from purchases of the Products sold throughout the Class Period to  
11 all Class Members, (b) punitive damages, (c) injunctive relief, (d) restitution, and (e)  
12 attorneys’ fees and costs. *See* Cal. Civ. Code § 1782(d).

13 83. In compliance with Cal. Civ. Code § 1780(d), Plaintiff’s affidavit of venue is  
14 filed concurrently herewith.

15 **FOURTH CAUSE OF ACTION**

16 **Breaches of Express Warranties, Cal. Com. Code § 2313(1)**

17 84. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint  
18 as if set forth in full herein.

19 85. Through the Products’ labeling, including the label claim “ALL NATURAL,”  
20 Snapple made affirmations of fact or promises, or description of goods, that, *inter alia*, the  
21 Products were all natural.

22 86. These representations were “part of the basis of the bargain,” in that Plaintiff  
23 and the Class purchased the Products in reasonable reliance on those statements. Cal. Com.  
24 Code § 2313(1).

25 87. Snapple breached its express warranties by selling Products that are not all  
26 natural, but rather contain MCA and ingredients used to artificially color the Products.

27 88. That breach actually and proximately caused injury in the form of the lost  
28 purchase price that Plaintiff and Class Members paid for the Products.



1 89. As a result, Plaintiff seeks, on behalf of himself and other Class Members, actual  
2 damages arising as a result of Snapple’s breaches of express warranty, including, without  
3 limitation, expectation damages.

4 **FIFTH CAUSE OF ACTION**

5 **Breach of Implied Warranty of Merchantability, Cal. Com. Code § 2314**

6 90. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint  
7 as if set forth in full herein.

8 91. Through the Products’ labeling, including the label claim “ALL NATURAL,”  
9 Snapple made affirmations of fact or promises, or description of goods, that, *inter alia*, the  
10 Products were all natural.

11 92. Snapple is a merchant with respect to the goods of this kind which were sold to  
12 Plaintiff and the Class, and there was, in the sale to Plaintiff and other consumers, an implied  
13 warranty that those goods were merchantable.

14 93. However, Snapple breached that implied warranty in that the Products are not  
15 all natural.

16 94. As an actual and proximate result of Snapple’s conduct, Plaintiff and the Class  
17 did not receive goods as impliedly warranted by Snapple to be merchantable in that they did  
18 not conform to promises and affirmations made on the container or label of the goods.

19 95. As a result, Plaintiff seeks actual damages, including, without limitation,  
20 expectation damages.

21 **SIXTH CAUSE OF ACTION**

22 **Unjust Enrichment**

23 96. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint  
24 as if fully set forth herein.

25 97. Plaintiff and Class Members conferred upon Defendant an economic benefit, in  
26 the form of profits resulting from the purchase and sale of the Products.

27 98. Defendant’s financial benefits resulting from its unlawful and inequitable  
28 conduct are economically traceable to Plaintiff’s and Class Members’ purchases of the

1 Products, and the economic benefits conferred on Defendant are a direct and proximate result  
2 of its unlawful and inequitable conduct.

3 99. It would be inequitable, unconscionable, and unjust for Defendant to be  
4 permitted to retain these economic benefits because the benefits were procured as a direct and  
5 proximate result of its wrongful conduct.

6 100. As a result, Plaintiff and Class Members are entitled to equitable relief including  
7 restitution and/or disgorgement of all revenues, earnings, profits, compensation and benefits  
8 which may have been obtained by Defendant as a result of such business practices.

9 **PRAYER FOR RELIEF**

10 101. Wherefore, Plaintiff, on behalf of himself, all others similarly situated, and the  
11 general public, prays for judgment against Defendant as to each and every cause of action,  
12 and the following remedies:

13 a. An Order declaring this action to be a proper class action, appointing  
14 Plaintiff as Class Representative, and appointing Plaintiff's undersigned counsel as  
15 Class Counsel;

16 b. An Order requiring Defendant to bear the cost of Class Notice;

17 c. An Order compelling Defendant to destroy all misleading and deceptive  
18 advertising materials and product labels, and to recall all offending Products;

19 d. An Order requiring Defendant to disgorge all monies, revenues, and  
20 profits obtained by means of any wrongful act or practice;

21 e. An Order requiring Defendant to pay restitution to restore all funds  
22 acquired by means of any act or practice declared by this Court to be an unlawful,  
23 unfair, or fraudulent business act or practice, or untrue or misleading advertising, plus  
24 pre-and post-judgment interest thereon;

25 f. An Order requiring Defendant to pay compensatory damages and punitive  
26 damages as permitted by law;

27 g. An award of attorneys' fees and costs; and

28 h. Any other and further relief that Court deems necessary, just, or proper.

**JURY DEMAND**

102. Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: March 6, 2024



**FITZGERALD MONROE FLYNN PC**

JACK FITZGERALD

*jfitzgerald@fmfpc.com*

MELANIE (PERSINGER) MONROE

*mmonro@fmfpc.com*

TREVOR FLYNN

*tflynn@fmfpc.com*

CAROLINE S. EMHARDT

*cemhardt@fmfpc.com*

2341 Jefferson Street, Suite 200

San Diego, California 92110

Phone: (619) 215-1741

***Counsel for Plaintiff***