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

CHRISTIAN LUCAS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

ALBERTSONS COMPANIES, INC.

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Christian Lucas (“Plaintiff”) brings this action on behalf of himself and all others
2 similarly situated against Albertsons Companies, Inc. (“Defendant”). Plaintiff makes the following
3 allegations pursuant to the investigation of his counsel and based upon information and belief,
4 except as to the allegations specifically pertaining to himself, which are based on his personal
5 knowledge.

6 **NATURE OF THE ACTION**

7 1. Plaintiff brings this class action on behalf of himself and all similarly situated
8 consumers who purchased Signature Select Sliced Peaches in 100% Juice – 15 Oz (“Sliced
9 Peaches”), Signature Select Fruit Cup Mandarin Oranges in 100% Fruit Juice – 4-4 Oz (“4-4 Oz.
10 Mandarin Oranges) and Signature Select Fruit Cup Mandarin Oranges in 100% Fruit Juice Family
11 Pack - 12-4 Oz (“12-4 Oz Mandarin Oranges”) (collectively “Products”).

12 2. Defendant markets the Products as being contained in “100% fruit juice” and “100%
13 juice.” However, and unbeknownst to reasonable consumers, the Products contain one or both of
14 the following synthetic additives: ascorbic acid and citric acid. In each event, the inclusion of
15 either ascorbic acid and/or citric acid, two synthetic preservatives, renders Defendant’s front-label
16 claims that the Products are comprised of 100% juice or 100% fruit juice false and misleading.

17 3. Accordingly, Plaintiff brings claims against Defendant for violations of (1)
18 California’s Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*; (2) California’s
19 Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*; (3) Violation of California’s
20 False Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.*; and (4) Breach of Express
21 Warranty.

22 **PARTIES**

23 4. Plaintiff Christian Lucas is a citizen of California residing in Berkeley, California.
24 Plaintiff purchased Defendant’s Mandarin Oranges Product for his personal use on or about June
25 2024 from a Safeway store in Berkeley, California. Prior to making his purchase, Plaintiff Lucas
26 saw and relied on Defendant’s on-label representations that the Products were contained “in 100%
27 fruit juice.” Plaintiff Lucas saw these representations and warranties prior to, and at the time of,
28 his purchase. Thus, Plaintiff reasonably relied on Defendant’s representations when he decided to

1 purchase the Products. Accordingly, these representations and warranties were part of the basis of
2 his bargain, in that Plaintiff Lucas would not have purchased the Products on the same terms had
3 he known that these representations and warranties were untrue. Furthermore, in making his
4 purchases, Plaintiff Lucas paid a price premium due to Defendant's false and misleading claims
5 regarding the Product's purported fruit juice content. Plaintiff, however, did not receive the benefit
6 of the bargain because the Products did not, in fact, contain exclusively 100% juice or fruit juice,
7 but rather contained the addition of one or both synthetic preservatives: ascorbic acid and citric
8 acid. Had Plaintiff known that Defendant's representations and warranties about the Products were
9 false and misleading, Plaintiff would not have purchased the Products or would have paid
10 substantially less for them.

11 5. Defendant Albertsons Companies, Inc. is an Idaho Corporation with its principal
12 place of business in Boise, Idaho. Defendant manufactures, markets, and sells the Products
13 throughout California and the United States. Defendant Albertsons Companies, Inc. owns the
14 Signature Select brand.

15 **JURISDICTION AND VENUE**

16 6. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §
17 1332(d)(2)(a) because this is a class action where the aggregate claims of all members of the
18 proposed Classes are in excess of \$5,000,000.00 exclusive of interest and costs, and Plaintiff, as
19 well as most members of the proposed Classes, are citizens of states different from Defendant.

20 7. This Court has personal jurisdiction over Defendant because it conducts and
21 transacts business in the State of California, including this District, thereby purposefully availing
22 itself to the benefits of the forum. Furthermore, a substantial portion of the events giving rise to
23 Plaintiff's claims occurred in this District, including Plaintiff's purchasing the Product in this
24 District.

25 8. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant
26 conducts substantial business in this District and a substantial part of the events giving rise to
27 Plaintiff's claims took place in this District.

FACTUAL ALLEGATIONS

A. Consumers' Juice and Natural Flavor Preferences

9. “Clean label claims resonate for purchasers of ... juices and include natural, no artificial flavors, and no artificial colors.”¹ In fact, at least one survey found that “Americans are paying more attention to ingredient lists, choosing clean ingredients and avoiding chemical sounding ingredients” while “[a]bout half of Americans say they seek out natural flavors at least some of the time [and] artificial flavors, colors, sweeteners and preservatives were sought out by only about one in 10 consumers, with approximately half saying they avoid each of them at least some of the time.”² In fact, a 2023 study of consumer perceptions and preferences found that products “Labeled as Having No Artificial Ingredients/Colors” was the second highest scoring indicator of food safety according to respondents.³

10. Knowing this, producers, like Defendant, aim to capitalize on market preferences by labeling its Products as being contained in “100% Juice” or “in 100% Fruit Juice.” Unfortunately for consumers, Defendant’s marketing and labeling practices are precisely what consumers are seeking to avoid: pure juice representations made clearly and conspicuously on the front of its labels while inconspicuously disclosing (or failing to disclose) contradictory ingredient information on the other side of the packaging.

B. Citric Acid and Ascorbic Acid and Mislabeling

i. Citric Acid

11. Citric acid “is one of the most common additives in food and beverage products across the world.”⁴ Although citric acid is naturally occurring, in 2021, commercial, global

¹ Innova Market Insights, *Food Trends: US Consumer Preferences* (May 14, 2024) available <https://www.innovamarketinsights.com/trends/food-trends/> (last accessed July 10, 2024).

² Food Insight, *IFIC Survey: From “Chemical-sounding” to “Clean”*: *Consumer Perspectives on Food Ingredients* (June 17, 2021) available <https://foodinsight.org/ific-survey-from-chemical-sounding-to-clean-consumer-perspectives-on-food-ingredients/> (last accessed July 10, 2024).

³ International Food Information Counsel, *2023 Food and Health Survey*, (May 23, 2023) available <chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://foodinsight.org/wp-content/uploads/2023/05/IFIC-2023-Food-Health-Report.pdf> at 73 (last accessed July 10, 2024).

⁴ Env’t Protection Agency, *Citric Acid Supply Chain – Executive Summary*, available <chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.epa.gov/system/files/documents/2023-03/Citric%20Acid%20Supply%20Chain%20Profile.pdf> (last accessed July 11, 2024).

1 production of the additive was estimated to be about 736,000 tons per year.⁵ As explained by drink
 2 brand Drink Sound, “[a] vast majority of the citric acid that [consumers] see in packaged foods ...
 3 is not from citrus fruit but instead manufactured in bulk.”⁶ Accordingly, “it is not the naturally
 4 occurring citric acid, but the *manufactured* citric acid [] that is used extensively as a food and
 5 beverage additive.”⁷ In fact, “over 90% of the world’s citric acid production is manufactured using
 6 three methods: Submerged fermentation (SF), liquid surface fermentation (LSF), and solid-state
 7 fermentation (SSF).”⁸

8 *ii. Ascorbic Acid*

9 12. “Ascorbic acid is a human-made isolate used in myriad processed supplements that
 10 was created to cost-effectively mimic and replace naturally-occurring vitamin C found in natural
 11 food. It’s often derived from GMO corn starch, GMO corn sugar or rice starch.”⁹ For that reason,
 12 ascorbic acid is referred to as “synthetic vitamin C.”¹⁰ Although ascorbic acid can be naturally
 13 occurring and mimics vitamin C’s chemical structure, its “reactive nature makes isolation of the
 14 substance from natural sources challenging, which has resulted in all commercial ascorbic acid
 15 being synthetically produced.”¹¹ To that end, ascorbic acid is used primarily as an antioxidant that
 16 helps prevent microbial growth and oxidation in food products.

17 _____
 18 ⁵ Bikash Chandra Behera, et al., *Microbial Citric Acid: Production, Properties, Application, and*
 19 *Future Perspectives*, (Feb. 1, 2021) available <https://onlinelibrary.wiley.com/doi/10.1002/fft2.66>
 (last accessed July 11, 2024).

20 ⁶ Drink Sound, *Citric Acid: Why Is It In Everything?* available [https://drinksound.com/blogs/sip-](https://drinksound.com/blogs/sip-on/citric-acid-why-is-it-in-everything)
 on/citric-acid-why-is-it-in-everything (last accessed July 11, 2024).

21 ⁷ Illiana E. Sweis & Bryan C. Cressey, *Potential Role of the Common Food Additive Manufactured*
 22 *Citric Acid in Eliciting Significant Inflammatory Reactions Contributing to Serious Disease States: A Series of Four Case Reports*, 5 *Toxicology Rep.* (2018) 808-812, available doi:
 10.1016/j.toxrep.2018.08.002 (last accessed July 11, 2024).

23 ⁸ Ewelina Ksiazek et al, *Citric Acid: Properties, Microbial Production, and Applications in*
 24 *Industries*, 29(1) *Molecules* (Jan. 2024) available doi: 10.3390/molecules29010022 (last accessed
 July 11, 2024).

25 ⁹ Smidge Blog, *Why Real Food Vitamin C is better Than Ascorbic Acid – And How To Tell The*
 26 *Difference*, (June 1, 2021), available [https://www.getsmidge.com/blogs/news/vitamin-c-versus-](https://www.getsmidge.com/blogs/news/vitamin-c-versus-ascorbic-acid)
 ascorbic-acid (last accessed July 16, 2024).

27 ¹⁰ Mount Sinai, *Vitamin C (Ascorbic Acid)*, available [https://www.mountsinai.org/health-](https://www.mountsinai.org/health-library/supplement/vitamin-c-ascorbic-acid)
 library/supplement/vitamin-c-ascorbic-acid (last accessed July 16, 2024).

28 ¹¹ National Organic Program, *Ascorbic Acid – Technical Evaluation Report*, U.S. Dep’t of
 Agriculture (July 17, 2019) available [chrome-](https://www.ams.usda.gov/media/1000000/2019-07-17-ascorbic-acid-technical-evaluation-report)

1 13. Accordingly, the U.S. F.D.A. considers both ascorbic acid and citric acid as food
2 additives.¹²

3 14. In fact, just like Defendant’s misbranded product here, in 2015, the U.S. F.D.A.
4 informed fruit product producer Chiquita Bananas that its Pineapple Bites and Pineapple Bites with
5 Coconut products were “misbranding with the meaning of section 403(k) of [21 U.S.C. 343(k)] in
6 that they contain the chemical preservatives ascorbic acid and citric acid but their labels fail[ed] to
7 declare these preservatives with a description of their functions.”¹³

8 **C. Defendant’s Representations and Warranties**

9 15. Defendant’s label affirmatively represents to consumers that its Sliced Peaches are
10 “in 100% fruit juice.”



23 Peaches, Water, Pear Juice Concentrate, Peach Pulp and Juice, Ascorbic Acid (Vitamin C) to
24 Protect Color.

25 [extension://efaidnbmnnnibpcajpcgclefindmkaj/https://www.ams.usda.gov/sites/default/files/media/AscorbicAcidTRFinal7172019.pdf](https://efaidnbmnnnibpcajpcgclefindmkaj/https://www.ams.usda.gov/sites/default/files/media/AscorbicAcidTRFinal7172019.pdf) (last accessed July 16, 2024).

26 ¹² U.S. Food & Drug Admin., *Food Additive Status List*, (last accessed July 16, 2024), available
<https://www.fda.gov/food/food-additives-petitions/food-additive-status-list>.

27 ¹³ David Bellm, *Food Packaging: FDA Says Chiquita Labels Are Misleading*, *Packing Digest*
28 (Mar. 11, 2015) available <https://www.packagingdigest.com/trends-issues/food-packaging-fda-says-chiquita-labels-are-misleading> (last accessed July 16, 2024).

1 However, despite these representations and warranties, the Product contains ascorbic acid, as
2 reflected in the back of the label.¹⁴

3 16. Similarly, Defendant's Mandarin Oranges in 100% Juice fruit (both the 4 pack and
4 family pack) cups make nearly identical representation despite the back label revealing the Product
5 contains ascorbic and citric acid.^{15, 16}



15 Mandarin Oranges, Water, White Grape Juice Concentrate, Lemon Juice Concentrate, Ascorbic
16 Acid (Vitamin C) to Protect Color, Citric Acid.



25 ¹⁴ <https://www.safeway.com/shop/product-details.122150051.html> (last accessed July 19, 2024).

26 ¹⁵ The 12-4 Oz Mandarin Oranges Family Pack Product's packaging and representations are
27 substantially the same.

28 ¹⁶ <https://www.safeway.com/shop/product-details.122100079.3132.html> (last accessed June 19,
2024)

1 23. **Numerosity:** While the exact number of members of the Classes is unknown to
2 Plaintiff at this time, and can only be determined by appropriate discovery, upon information and
3 belief, members of the Classes number in the millions. Members of the Classes may be notified of
4 the pendency of this action by mail and/or publication through the distribution records of
5 Defendant and third-party retailers and vendors.

6 24. **Existence and Predominance of Common Questions of Law and Fact:** Common
7 questions of law and fact exist as to all members of the Classes and predominate over any
8 questions affecting only individuals of the Classes. These common legal and factual questions
9 include, but are not limited to:

- 10 (a) Whether Defendant's Products were contained in exclusively 100% juice and
11 100% fruit juice;
- 12 (b) Whether reasonable consumers would understand Defendant's representations
13 and warranties concerning its juice content to be untrue and misleading;
- 14 (c) Whether Defendant's representations and warranties were material to
15 consumers;
- 16 (d) Whether Defendant was unjustly enriched as a result of its unlawful conduct
17 alleged in this Complaint.

18 25. With respect to the California Subclass, additional questions of law and fact
19 common to the members include whether Defendant violated California's Consumers Legal
20 Remedies Act, ("CLRA"), Cal. Civ. Code §§ 1750, *et seq.*, California's False Advertising Law
21 ("FAL"), Cal. Bus. & Prof. Code § 17500, *et seq.*, and California's Unfair Competition Law
22 ("UCL"), Cal. Bus. & Prof. Code § 17200, *et seq.*

23 26. **Typicality:** The claims of the named Plaintiff are typical of the claims of other
24 members of the Classes in that the named Plaintiff was exposed to Defendant's false and
25 misleading advertising about the fruit juice composition of its Product, purchased the deceptive
26 Products in reliance on those representations and warranties, and suffered a loss as a result of those
27 purchases.

28 27. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of
the Classes as required by Fed. R. Civ. P. 23(a)(4). Plaintiff is an adequate representative of the
Classes because he has no interests adverse to the interest of the members of the Classes. Plaintiff

1 is committed to the vigorous prosecution of this action, and, to that end, has retained skilled and
2 experienced counsel.

3 28. **Superiority:** A class action is superior to all other available methods for the fair and
4 efficient adjudication of the claims asserted in this action under Federal Rule of Civil Procedure
5 23(b)(3) because the expense and burden of individual litigation makes it economically unfeasible
6 for members of the Classes to seek redress their claims other than through the procedure of a class
7 action. In addition, even if Class Members could afford individual litigation, the court system
8 could not. It would be unduly burdensome to the courts in which individual litigation of numerous
9 cases would proceed. Individualized litigation would also present the potential for varying,
10 inconsistent, or contradictory judgments, and would magnify the delay and expense to all parties
11 and to the court system, resulting in multiple trials of the same factual issues. By contrast, the
12 maintenance of this action as a class action, with respect to some or all of the issues presented
13 herein, presented fewer management difficulties, conserves the resources of the parties and of the
14 court system and protects the rights of each member of the Classes. Plaintiff anticipates no
15 difficulty in the management of this action as a class action. Class-wide relief is essential to
16 compel compliance with California’s consumer protection laws. If separate actions were brought
17 by individual members of the Classes, Defendant could be subject to inconsistent obligations.

18 **CAUSES OF ACTION**

19 **COUNT I**

20 **Violation of California’s Consumer’s Legal Remedies Act (“CLRA”),**
21 **Cal. Civ. Code § 1750, et seq.**
22 **(On Behalf of Plaintiff and the California Subclass)**

23 29. Plaintiff incorporates by reference each of the allegations contained in the foregoing
24 paragraphs of this Complaint as if fully set forth herein.

25 30. Civil Code § 1770(a)(5) prohibits “[r]epresenting that goods or services have
26 sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not
27 have or that a person has a sponsorship, approval, status, affiliation, or connection which he or he
28 does not have.

1 40. Plaintiff has standing to pursue this claim because he suffered an injury-in-fact and
2 lost money or property as a result of Defendant’s unlawful, unfair, and fraudulent conduct.
3 Specifically, Plaintiff purchased the Product for his own personal use. In so doing, Plaintiff relied
4 upon Defendant’s false representations that the Product was comprised of, or contained in,
5 exclusively “100% fruit juice” and “100% juice” when the Products actually contained synthetic
6 preservatives. Plaintiff spent money in the transaction that he otherwise would not have spent had
7 he known the truth about Defendant’s advertising claims.

8 41. The UCL prohibits unfair competition in the form of “any unlawful, unfair, or
9 fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any
10 act.” Cal. Bus. & Prof. Code § 17200. A business act or practice is “unlawful” if it violates any
11 established state or federal law. A practice is unfair if it (1) offends public policy; (2) is immoral,
12 unethical, oppressive, or unscrupulous; or (3) causes substantial injury to consumers. The UCL
13 allows “a person who has suffered injury in fact and has lost money or property” to prosecute a
14 civil action for violation of the UCL. Cal. Bus. & Prof. Code § 17204. Such a person may bring
15 such an action on behalf of himself or himself and others similarly situated who are affected by the
16 unlawful and/or unfair business practice or act.

17 42. Defendant’s acts, as described above, constitute unlawful, unfair, and fraudulent
18 business practices pursuant to California Business & Professions Code §§ 17200, *et seq.*

19 43. Defendant violated the UCL’s proscription against engaging in **Unlawful Business**
20 **Practices** through its violations of the FAL, Cal. Bus. & Prof. Code § 17500, *et seq.* and CLRA,
21 Cal. Civ. Code § 1770(a)(5) and (a)(7) as alleged above.

22 44. Defendant has also violated the UCL’s proscription against engaging in **Unfair**
23 **Business Practices**. Defendant’s acts, omissions, misrepresentations, practices and non-
24 disclosures as alleged herein also constitute “unfair” business acts and practices within the meaning
25 of Business & Professions Code § 17200, *et seq.* in that Defendant’s conduct is substantially
26 injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and
27 unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such
28

1 conduct. Defendant’s deceptive “100% fruit juice” and “100% juice” representations have misled
2 consumers into purchasing the Products over other truthfully labeled competitors.

3 45. Plaintiff and the Classes suffered substantial injury by virtue of buying the Products
4 that they would not have purchased absent Defendant’s unlawful, fraudulent, and unfair marketing,
5 advertising, packaging, and omissions about the inclusion of citric acid and ascorbic acid, two
6 synthetic additives.

7 46. There is no benefit to consumers or competition from deceptively marketing that the
8 Products are comprised of and contained in 100% juice when they are not.

9 47. The gravity of the consequences of Defendant’s conduct as described above
10 outweigh any justification, motive, or reason therefore, particularly considering the available legal
11 alternatives which exist in the marketplace. Such conduct is immoral, unethical, unscrupulous,
12 offends established public policy, or is substantially injurious to Plaintiff and the other members of
13 the Classes.

14 48. Plaintiff and the Classes could not have reasonably avoided their injury or known
15 that the Product’s prominent, front-label marketing was in fact inaccurate and contradicted by
16 Defendant’s back-label, fine-print disclosures. As such, they could not have reasonably avoided
17 the injury they suffered.

18 49. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiff and the Subclass seek an order
19 of this Court that includes, but is not limited to, requiring Defendant to (a) provide restitution to
20 Plaintiff and the other members of the Subclass; (b) disgorge all revenues obtained as a result of
21 violations of the UCL; and (c) pay Plaintiff’s attorneys’ fees and costs.

22 **COUNT III**
23 **Violation of California’s False Advertising Law**
24 **Cal. Bus. & Prof. Code § 17500**
25 **(On Behalf of the California Subclass)**

26 50. Plaintiff hereby incorporates the foregoing allegations as if fully set forth herein.

27 51. Plaintiff brings this claim on behalf of himself and the California Subclass against
28 Defendant.

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- a) For an order certifying the Classes under Fed. R. Civ. P. 23 and naming Plaintiff as representative of the Classes, and Plaintiff’s Counsel as Class Counsel;
- b) For an order declaring that Defendant’s conduct violates each of the statutes referenced herein;
- c) For an order finding in favor of Plaintiff and the Classes on all counts asserted herein;
- d) For compensatory, statutory, and punitive damages in amounts to be determined by the Court and/or jury;
- e) For prejudgment interest on all amounts awarded;
- f) For an order of restitution and all other forms of equitable monetary relief;
- g) For injunctive relief as pleaded or as the Court may deem proper;
- h) For an order awarding Plaintiff and the Classes’ their reasonable attorneys’ fees and expenses and costs of suit.

JURY TRIAL DEMANDED

Plaintiff demands a trial by jury on all claims so triable.

Dated: August 1, 2024

BURSOR & FISHER, P.A.

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