

1 CROSNER LEGAL, P.C.  
 2 Michael T. Houchin (SBN 305541)  
 3 mhouchin@crosnerlegal.com  
 4 Craig W. Straub (SBN 249032)  
 5 craig@crosnerlegal.com  
 6 Zachary M. Crosner (SBN 272295)  
 7 zach@crosnerlegal.com  
 8 9440 Santa Monica Blvd. Suite 301  
 9 Beverly Hills, CA 90210  
 10 Tel: (866) 276-7637  
 11 Fax: (310) 510-6429  
 12 *Attorneys for Plaintiff and the Proposed Class*

13 **UNITED STATES DISTRICT COURT**  
 14 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

15 MIKAL JEFFERSON, individually,  
 16 and on behalf of all others similarly  
 17 situated,

18 Plaintiff,

19 v.

20 KRAFT HEINZ FOODS  
 21 COMPANY, LLC,

22 Defendant.

Case No. 24-cv-2278

**CLASS ACTION COMPLAINT**

DEMAND FOR JURY TRIAL

CROSNER LEGAL, P.C.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**INTRODUCTION**

1. Plaintiff Mikal Jefferson (“Plaintiff”) on behalf of herself, all others similarly situated, and the general public, by and through her undersigned counsel, hereby brings this action against Kraft Heinz Foods Company, LLC (“Defendant” or “Kraft”), and upon information and belief and investigation of counsel, alleges as follows:

2. This is a California consumer class action for violations of the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.* (“CLRA”), Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (“UCL”), and for breach of express warranty.

3. Defendant manufactures, distributes, advertises, markets, and sells Capri-Sun beverage products. The packaging prominently displays on the front of the label the claim that these Products<sup>1</sup> are made with “**All Natural Ingredients.**”

4. This statement is false. Each of the Products are made with manufactured citric acid— an artificial ingredient used in food and beverage products.

5. Defendant’s packaging, labeling, and advertising scheme is intended to give consumers the impression that they are buying a premium product that contains only natural ingredients.

6. Plaintiff, who purchased the Products in California, was deceived by Defendant’s unlawful conduct and brings this action on her own behalf and on behalf of California consumers to remedy Defendant’s unlawful acts.

**JURISDICTION AND VENUE**

7. This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because this is a class action in which: (1) there are over 100

---

<sup>1</sup> “Products” means all Capri-Sun products labeled as containing “All Natural Ingredients” that include citric acid as an ingredient.

CROSNER LEGAL, P.C.

1 members in the proposed class; (2) members of the proposed class have a different  
2 citizenship from Defendant; and (3) the claims of the proposed class members  
3 exceed \$5,000,000 in the aggregate, exclusive of interest and costs.

4 8. This Court has personal jurisdiction over Defendant because  
5 Defendant conducts and transacts business in the State of California, contracts to  
6 supply goods within the State of California, and supplies goods within the State of  
7 California. Defendant, on its own and through its agents, is responsible for the  
8 distribution, marketing, labeling, and sale of the Products in California,  
9 specifically in this judicial district. The marketing of the Products, including the  
10 decision of what to include and not include on the labels, emanates from  
11 Defendant. Thus, Defendant has intentionally availed itself of the markets within  
12 California through its advertising, marketing, and sale of the Products to  
13 consumers in California, including Plaintiff. The Court also has specific  
14 jurisdiction over Defendant as it has purposefully directed activities towards the  
15 forum state, Plaintiff's claims arise out of those activities, and it is reasonable for  
16 Defendant to defend this lawsuit because it has sold deceptively advertised  
17 Products to Plaintiff and members of the Class in California. By distributing and  
18 selling the Products in California, Defendant has intentionally and expressly aimed  
19 conduct at California which caused harm to Plaintiff and the Class that Defendant  
20 knows is likely to be suffered by Californians.

21 9. Venue is proper pursuant to 28 U.S.C. § 1391(b) because a substantial  
22 part of the events or omissions giving rise to the claim occurred in this District.  
23 Plaintiff purchased the Products within this District.

24 **PARTIES**

25 10. Defendant Kraft Heinz Foods Company, LLC is a Pennsylvania  
26 corporation that maintains its principal place of business in Pittsburg,  
27 Pennsylvania. At all times during the class period, Defendant was the  
28 manufacturer, distributor, marketer, and seller of the Products.

1 11. Plaintiff Mikal Jefferson is a resident of San Bernadino County,  
2 California. Plaintiff purchased the Products during the class period in California.  
3 Plaintiff relied on Defendant’s deceptive advertising and labeling claims as set  
4 forth below.

5 **FACTUAL ALLEGATIONS**

6 **“ALL NATURAL INGREDIENTS” IS PROMINENTLY DISPLAYED ON THE LABELS**  
7 **OF THE PRODUCTS**

8 12. The front labels for each of the Products prominently state that the  
9 Products are made with “All Natural Ingredients” thereby misleading reasonable  
10 consumers into believing that the Products are free from artificial ingredients.  
11 However, each of the Products contain an artificial ingredient called manufactured  
12 citric acid. Below is an example of a label for one of the Products:  
13



CROSNER LEGAL, P.C.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



1           **THE MANUFACTURED CITRIC ACID IN THE PRODUCTS IS ARTIFICIAL**

2           13. Defendant uses artificial manufactured citric acid in the Products.<sup>2</sup>  
 3 Commercial food manufactures, including Defendant, use a synthetic form of  
 4 citric acid that is derived from heavy chemical processing.<sup>3</sup> Commercially  
 5 produced citric acid is manufactured using a type of black mold called *Aspergillus*  
 6 *niger* which is modified to increase citric acid production.<sup>4</sup> Consumption of  
 7 manufactured citric acid has been associated with adverse health events like joint  
 8 pain with swelling and stiffness, muscular and stomach pain, as well as shortness  
 9 of breath.<sup>5</sup> Defendant does not use natural citric acid extracted from fruit in the  
 10 Products. This is because “[a]proximately 99% of the world’s production of [citric  
 11 acid] is carried out using the fungus *Aspergillus niger* since 1919.”<sup>6</sup> As explained  
 12 by a study published in the *Toxicology Reports Journal*:

13  
 14           Citric acid naturally exists in fruits and vegetables. However, it  
 15           is **not** the naturally occurring citric acid, but the  
 16           **manufactured citric acid (MCA) that is used extensively as a**  
 17           **food and beverage additive.** Approximately 99% of the world’s  
 18           production of MCA is carried out using the fungus *Aspergillus*  
 19           *niger* since 1919. *Aspergillus niger* is a known allergen.<sup>7</sup>

20           <sup>2</sup> Iliana E. Sweis, et al., *Potential role of the common food additive manufactured*  
 21           *citric acid in eliciting significant inflammatory reactions contributing to serious*  
 22           *disease states: A series of four case reports*, TOXICOL REP. 5:808-812 (2018),  
 available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/> and  
 attached as **Exhibit A**.

23           <sup>3</sup> A. Hesham, Y. Mostafa & L. Al-Sharqi, *Optimization of Citric Acid Production*  
 24           *by Immobilized Cells of Novel Yeast Isolates*, 48 MYCOBIOLOGY 122, 123 (2020),  
 available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7178817/>

25           <sup>4</sup> *Id*; Pau Loke Show, et al., *Overview of citric acid production from Aspergillus*  
 26           *niger*, FRONTIERS IN LIFE SCIENCE, 8:3, 271-283 (2015), available at  
<https://www.tandfonline.com/doi/full/10.1080/21553769.2015.1033653>

27           <sup>5</sup> Sweis, et al., **Exhibit A**.

28           <sup>6</sup> *Id*.

<sup>7</sup> *Id*.

CROSNER LEGAL, P.C.

1 14. A technical evaluation report for citric acid, compiled by the United  
2 States Department of Agriculture Marketing Services (“USDA AMS”) further  
3 explains that it is not commercially feasible to use natural citric acid extracted from  
4 fruits:

5 “Traditionally by extraction from citrus juice, [is] no longer  
6 commercially available. It is now extracted by fermentation of a  
7 carbohydrate substance (often molasses) by citric acid bacteria,  
8 *Aspergillus niger* (a mold) or *Candida guilliermondii* (a yeast).  
9 Citric acid is recovered from the fermentation broth by a lime and  
10 sulfuric acid process in which the citric acid is first precipitated as  
11 a calcium salt and then reacidulated with sulfuric acid.”<sup>8</sup>

12 15. As one of the USDA AMS reviewers commented:

13 “[Citric acid] is a natural[ly] occurring substance that  
14 commercially goes through numerous chemical processes to get  
15 to [its] final usable form. This processing would suggest that it  
16 be *classified as synthetic*.”<sup>9</sup>

17 16. When asked “Is this substance Natural or Synthetic?” USDA AMS  
18 reviewers state: “synthetic.”<sup>10</sup>

19 17. Manufactured citric acid contains residues of synthetic chemicals.  
20 The *Toxicology Reports Journal* article explains that “the potential presence of  
21 impurities or fragments from the *Aspergillus niger* in [manufactured citric acid] is  
22 a significant difference that may trigger deleterious effects when ingested.”<sup>11</sup> The  
23 article further explains:

24 Given the thermotolerance of *A. niger*, there is great potential that  
25 byproducts of *A. niger* remain in the final [manufactured citric acid]  
26 product. Furthermore, given the pro-inflammatory nature of *A. niger*  
27 even when heat-killed, repetitive ingestion of [manufactured citric acid]

28 <sup>8</sup> **Exhibit B** at page 6.

<sup>9</sup> **Exhibit B** at page 5 (emphasis added)

<sup>10</sup> **Exhibit B** at pages 4-5.

<sup>11</sup> Sweis, *et al.*, **Exhibit A**.

CROSNER LEGAL, P.C.

1 may trigger sensitivity or allergic reactions in susceptible individuals.  
2 Over the last two decades, there has been a significant rise in the  
3 incidence of food allergies.<sup>12</sup>

4 18. The Food and Drug Administration (“FDA”) explains that the  
5 “Solvent extraction process for citric acid” is accomplished via “recovery of citric  
6 acid from conventional *Aspergillus niger* fermentation liquor may be safely used  
7 to produce food-grade citric acid in accordance with the following conditions: (a)  
8 The solvent used in the process consists of a mixture of n- octyl alcohol meeting  
9 the requirements of § 172.864 of this chapter, *synthetic* isoparaffinic petroleum  
10 hydrocarbons meeting the requirements of § 172.882 of this chapter, and  
11 tridodecyl amine. 12 C.F.R. § 173.280 (emphasis added). Chemical solvents such  
12 as n-octyl alcohol and synthetic isoparaffinic petroleum hydrocarbons are used to  
13 extract the citric acid that Defendant uses in the Products from *aspergillus niger*  
14 fermentation liquor. See 21 C.F.R § 173.280. The citric acid that Defendant uses  
15 in the Products is produced through chemical solvent extraction and contains  
16 residues of those chemical solvents.

17 19. The FDA has determined that manufactured citric acid is not natural;  
18 it is artificial. The FDA has sent warning letters to companies stating that certain  
19 products labeled as “natural” are misbranded because they contain citric acid as an  
20 ingredient. For example, on August 29, 2001, the FDA sent Hirzel Canning  
21 Company (“Hirzel”) a warning letter regarding its canned tomato products.<sup>13</sup> With  
22 respect to Hirzel’s Chopped Tomatoes Onions & Garlic and Chopped Mexican  
23 Tomatoes & Jalapenos, the FDA stated that these products could not bear the “All  
24 Natural” claim on the label because the products contained a synthetic ingredient,  
25 citric acid.<sup>14</sup>

26  
27 <sup>12</sup> *Id.*

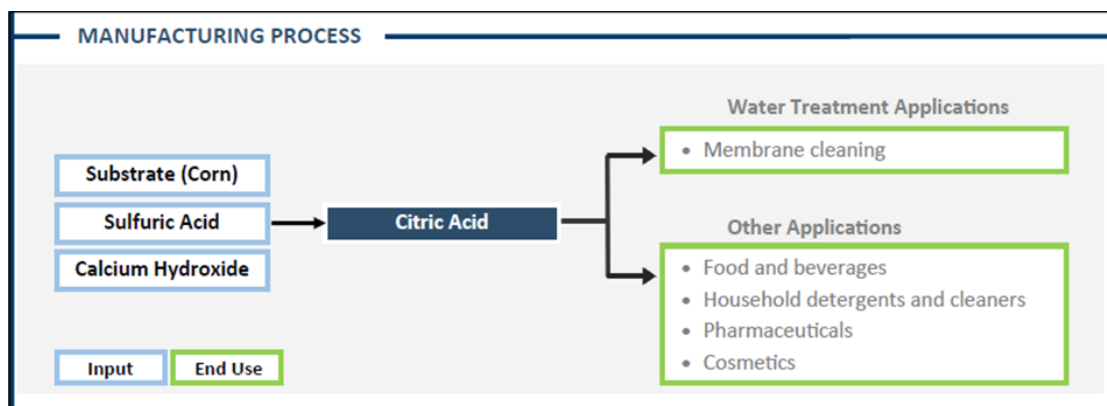
28 <sup>13</sup> See **Exhibit C** attached hereto.

<sup>14</sup> *Id.*



1           20. Similarly, on August 16, 2001, the FDA sent Oak Tree Dairy Farm,  
2 Inc. (“Oak Tree”) a warning letter regarding its “Oaktree Real Brewed Iced Tea,”  
3 “Oaktree Fruit Punch,” and “Oaktree All Natural Lemonade” products.<sup>15</sup> With  
4 respect to Oak Tree’s “Oaktree Real Brewed Iced Tea,” the FDA stated that this  
5 product could not bear the “100% Natural” and “All Natural” claims on the label  
6 because the product contained a synthetic ingredient, citric acid.<sup>16</sup>

7           21. The Environmental Protection Agency (“EPA”) provides the  
8 following simple schematic of the manufacturing process for citric acid which  
9 includes the use of synthetic solvents like sulfuric acid:<sup>17</sup>



17

18           22. Dr. Ryan Monahan, a prominent functional medicine practitioner,  
19 notes that the “[p]resent day process of creating manufactured citric acid involves  
20 feeding sugars derived from GMO corn to black mold, which then ferments to  
21 form manufactured citric acid.”<sup>18</sup> Dr. Monahan also notes that “*Aspergillus niger*  
22 is associated with systemic inflammatory issues, including respiratory,  
23

24 <sup>15</sup> See **Exhibit D** attached hereto.

25 <sup>16</sup> *Id.*

26 <sup>17</sup> See **Exhibit E** attached hereto.

27 <sup>18</sup> Dr. Ryan Monahan, *Citric Acid: A Common Food Additive With An*  
28 *Uncommon Source* (2024) available at  
<https://www.peacefulmountainmedicine.com/post/citric-acid-a-common-food-additive-with-an-uncommon-source>

1 gastrointestinal, neurological and musculoskeletal. Due to the potential for  
 2 fragments of *Aspergillus niger* to make their way into the finished product of  
 3 manufactured citric acid, this toxic inflammatory substance is likely being ingested  
 4 by consumers of products containing citric acid. Even with high-heat processing  
 5 to kill it, research has shown *Aspergillus niger* can still elicit an inflammatory  
 6 response.”<sup>19</sup>

7 23. Clinical Nutritionist Serge Gregoire, notes that [f]ood manufacturers  
 8 leave out that citric acid is derived from genetically modified black mold grown  
 9 on GMO corn syrup” and that “[c]ompanies continuously capitalize on an  
 10 ignorance-based market.”<sup>20</sup> Gregoire states, “Citric acid production has become a  
 11 refined and highly prized industrial process.” Gregoire note that the *Aspergillus*  
 12 *niger* used to produce citric acid is engineered to increase production of citric acid  
 13 which has “resulted in countless generations of genetically modified mutant  
 14 variants, now specialized for industrial-scale economics.”<sup>21</sup>

15 24. Below is a schematic representation of the metabolic reactions  
 16 involved in citric acid production, the enzymes (*italics*), the known feedback loops  
 17 (dashed lines) and their locations within the cellular structure of *Aspergillus*  
 18 *niger*.<sup>22</sup>

19  
20  
21  
22  
23  
24  
25  
26  
27  
28  


---

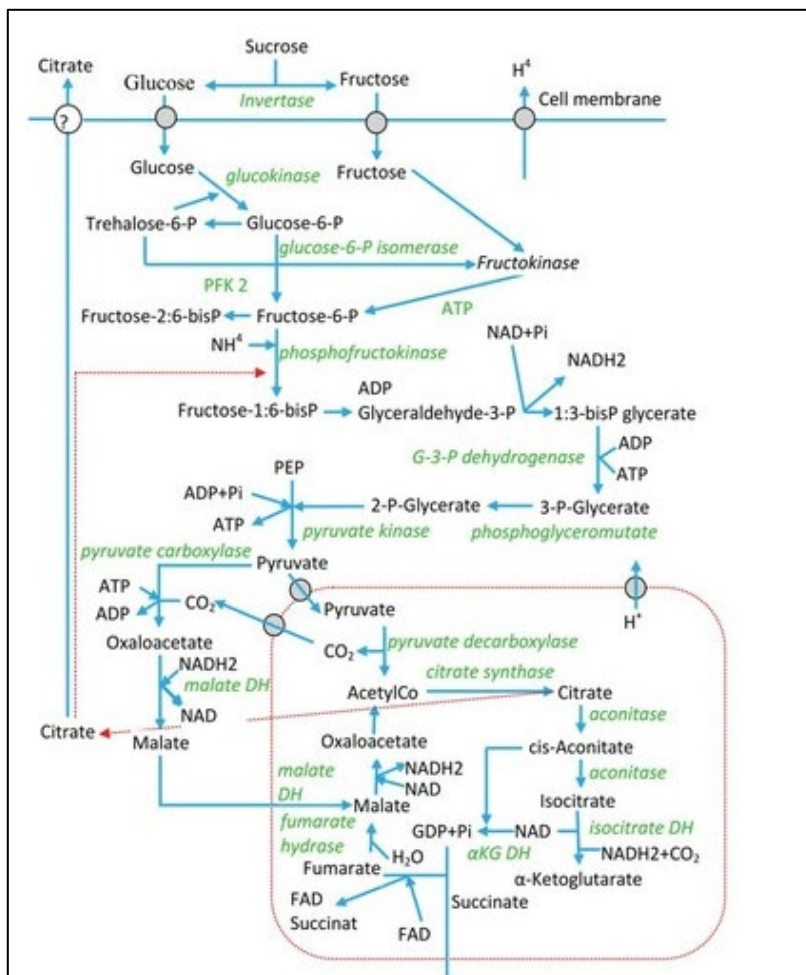
<sup>19</sup> *Id.*

<sup>20</sup> Serge Gregoire, Avoid citric acid: a mold byproduct! (July 13, 2021) *available*  
 at <https://www.linkedin.com/pulse/avoid-citric-acid-mold-byproduct-serge-gregoire/>

<sup>21</sup> *Id.*

<sup>22</sup> Show, P. L., Oladele, K. O., Siew, Q. Y., Aziz Zakry, F. A., Lan, J. C. W., &  
 Ling, T. C. (2015). *Overview of citric acid production from Aspergillus niger*.  
 FRONTIERS IN LIFE SCIENCE, 8(3), 271–283, *available* at  
<https://doi.org/10.1080/21553769.2015.1033653>

CROSNER LEGAL, P.C.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

25. Dictionary definitions define “artificial” as something made by man. For example, “artificial” is defined as “made by human skill; produced by humans ...”<sup>23</sup> Merriam-Webster’s online dictionary states that “artificial” means “humanly contrived ...”<sup>24</sup> Cambridge Dictionary states that “artificial” means “made by people, often as a copy of something natural.”<sup>25</sup>

<sup>23</sup> *Artificial*, DICTIONARY.COM, available at <https://www.dictionary.com/browse/artificial>

<sup>24</sup> *Artificial*, MERRIAM-WEBSTER’S DICTIONARY, available at <https://www.merriam-webster.com/dictionary/artificial>

<sup>25</sup> *Artificial*, CAMBRIDGE DICTIONARY, available at <https://dictionary.cambridge.org/us/dictionary/english/artificial>

CROSNER LEGAL, P.C.

1 26. Below are images of the chemical process used to create  
2 manufactured citric acid for use in food and beverage products – a process that is  
3 visibly artificial:  
4



26  
27  
28

1 **REASONABLE CONSUMERS ARE DECEIVED BY DEFENDANT’S FALSE LABELING**  
 2 **STATEMENT AND SUFFERED ECONOMIC INJURY**

3 27. Consumers, like Plaintiff, relied on Defendant’s “All Natural  
 4 Ingredients” labeling statement. The “All Natural Ingredients” statement on the  
 5 labels of the Products is material to reasonable consumers. “[F]oods bearing ‘free-  
 6 from’ claims are increasingly relevant to Americans, as they perceive the products  
 7 as closely tied to health ... 84 percent of American consumers buy free-from foods  
 8 because they are seeking out more natural or less processed foods. In fact, 43  
 9 percent of consumers agree that free-from foods are healthier than foods without  
 10 a free-from claim, while another three in five believe the fewer ingredients a  
 11 product has, the healthier it is (59 percent). Among the top claims free-from  
 12 consumers deem most important are trans-fat-free (78 percent) and preservative-  
 13 free (71 percent).”<sup>26</sup>

14 28. Plaintiff and the putative class members suffered economic injury as  
 15 a result of Defendant’s actions. Plaintiff and putative class members spent money  
 16 that, absent Defendant’s actions, they would not have spent. Plaintiff and putative  
 17 class members are entitled to damages and restitution for the purchase price of the  
 18 Products that were falsely labeled and advertised. Consumers, including Plaintiff,  
 19 would not have purchased Defendant’s Products, or would have paid less for the  
 20 Products, if they had known the Products actually contain an artificial preservative  
 21 ingredient.

22 **PLAINTIFF’S PURCHASE OF THE PRODUCTS**

23 29. Plaintiff Mikal Jefferson has purchased several flavors of the  
 24 Products, including variety packs of the Products. Plaintiff’s last purchase of the  
 25 Products was in approximately October of 2024. Plaintiff has purchased the  
 26 Products from retail stores located in San Bernardino County California, including

27 \_\_\_\_\_  
 28 <sup>26</sup> 84% of Americans buy “free-from” foods because they believe them to be  
 more natural or less processed, Mintel (Sept. 3, 2015), available at  
[https://www.mintel.com/press-centre/84-of-americans-buy-free-from-foods-  
 because-they-believe-them-to-be-more-natural-or-less-processed/](https://www.mintel.com/press-centre/84-of-americans-buy-free-from-foods-because-they-believe-them-to-be-more-natural-or-less-processed/)

1 Walmart stores. Plaintiff saw and relied on the “All Natural Ingredients” claim on  
2 the labels of the Products. Plaintiff would not have purchased the Products, or  
3 would have paid less for the Products, had she known that the products actually  
4 contain an artificial ingredient. As a result, Plaintiff suffered injury in fact when  
5 she spent money to purchase the Products she would not have purchased, or would  
6 have paid less for, absent Defendant’s misconduct. Plaintiff desires to purchase  
7 the Products again if the labels of the products were accurate and if the products  
8 actually contained “All Natural Ingredients.” However, as a result of Defendant’s  
9 ongoing misrepresentations, Plaintiff is unable to rely on the Products’ advertising  
10 and labeling when deciding in the future whether to purchase the Products.

11 **NO ADEQUATE REMEDY AT LAW**

12 30. Plaintiff and members of the class are entitled to equitable relief as  
13 no adequate remedy at law exists. The statutes of limitations for the causes of  
14 action pled herein vary. Class members who purchased the Products more than  
15 three years prior to the filing of the complaint will be barred from recovery if  
16 equitable relief were not permitted under the UCL.

17 31. The scope of actionable misconduct under the unfair prong of the  
18 UCL is broader than the other causes of action asserted herein. It includes  
19 Defendant’s overall unfair marketing scheme to promote and brand the Products,  
20 across a multitude of media platforms, including the product labels, packaging,  
21 and online advertisements, over a long period of time, in order to gain an unfair  
22 advantage over competitor products. Plaintiff and class members may also be  
23 entitled to restitution under the UCL, while not entitled to damages under other  
24 causes of action asserted herein (e.g., the CLRA is limited to certain types of  
25 plaintiffs (an individual who seeks or acquires, by purchase or lease, any goods or  
26 services for personal, family, or household purposes) and other statutorily  
27 enumerated conduct).

28 32. A primary litigation objective in this litigation is to obtain injunctive  
relief. Injunctive relief is appropriate on behalf of Plaintiff and members of the

1 class because Defendant continues to misrepresent the Products as containing “All  
2 Natural Ingredients” when the Products actually contain an artificial ingredient.  
3 Injunctive relief is necessary to prevent Defendant from continuing to engage in  
4 the unfair, fraudulent, and/or unlawful conduct described herein and to prevent  
5 future harm—none of which can be achieved through available legal remedies  
6 (such as monetary damages to compensate past harm). Injunctive relief, in the form  
7 of affirmative disclosures or halting the sale of unlawful sold products is necessary  
8 to dispel the public misperception about the Products that has resulted from years  
9 of Defendant’s unfair, fraudulent, and unlawful marketing efforts. Such  
10 disclosures would include, but are not limited to, publicly disseminated statements  
11 stating that the Products actually contain an artificial ingredient. An injunction  
12 requiring affirmative disclosures to dispel the public’s misperception, and prevent  
13 the ongoing deception and repeat purchases, is also not available through a legal  
14 remedy (such as monetary damages). In addition, Plaintiff is currently unable to  
15 accurately quantify the damages caused by Defendant’s future harm, because  
16 discovery and Plaintiff’s investigation has not yet completed, rendering injunctive  
17 relief necessary. Further, because a public injunction is available under the UCL,  
18 and damages will not adequately benefit the general public in a manner equivalent  
19 to an injunction.

20 33. It is premature to determine whether an adequate remedy at law  
21 exists. This is an initial pleading and discovery has not yet commenced and/or is  
22 at its initial stages. No class has been certified yet. No expert discovery has  
23 commenced and/or completed. The completion of fact/non-expert and expert  
24 discovery, as well as the certification of this case as a class action, are necessary  
25 to finalize and determine the adequacy and availability of all remedies, including  
26 legal and equitable, for Plaintiff’s individual claims and any certified class or  
27 subclass. Plaintiff therefore reserves her right to amend this complaint and/or  
28 assert additional facts that demonstrate this Court’s jurisdiction to order equitable  
remedies where no adequate legal remedies are available for either Plaintiff and/or

1 any certified class or subclass. Such proof, to the extent necessary, will be  
2 presented prior to the trial of any equitable claims for relief and/or the entry of an  
3 order granting equitable relief.

4 **CLASS ACTION ALLEGATIONS**

5 34. Plaintiff brings this action as a class action pursuant to Federal Rules  
6 of Civil Procedure 23(b)(2) and 23(b)(3) on behalf of the following Class:

7 All persons who purchased the Products for personal use in California  
8 within the applicable statute of limitations until the date class notice is  
9 disseminated.

10 35. Excluded from the class are: (i) Defendant and its officers, directors,  
11 and employees; (ii) any person who files a valid and timely request for exclusion;  
12 (iii) judicial officers and their immediate family members and associated court  
13 staff assigned to the case; (iv) individuals who received a full refund of the  
14 Products from Defendant.

15 36. Plaintiff reserves the right to amend or otherwise alter the class  
16 definition presented to the Court at the appropriate time, or to propose or eliminate  
17 subclasses, in response to facts learned through discovery, legal arguments  
18 advanced by Defendant, or otherwise.

19 37. The Class is appropriate for certification because Plaintiff can prove  
20 the elements of the claims on a classwide basis using the same evidence as would  
21 be used to prove those elements in individual actions alleging the same claims.

22 38. Numerosity: Class Members are so numerous that joinder of all  
23 members is impracticable. Plaintiff believes that there are thousands of consumers  
24 who are Class Members described above who have been damaged by Defendant's  
25 deceptive and misleading practices.

26 39. Commonality: There is a well-defined community of interest in the  
27 common questions of law and fact affecting all Class Members. The questions of  
28 law and fact common to the Class Members which predominate over any questions  
which may affect individual Class Members include, but are not limited to:



CROSNER LEGAL, P.C.

1 a. Whether Defendant is responsible for the conduct alleged herein  
2 which was uniformly directed at all consumers who purchased the Products;

3 b. Whether Defendant’s misconduct set forth in this Complaint  
4 demonstrates that Defendant engaged in unfair, fraudulent, or unlawful business  
5 practices with respect to the advertising, marketing, and sale of the Products;

6 c. Whether Defendant made misrepresentations concerning the  
7 Products that were likely to deceive the public;

8 d. Whether Plaintiff and the Class are entitled to injunctive relief;

9 e. Whether Plaintiff and the Class are entitled to money damages and/or  
10 restitution under the same causes of action as the other Class Members.

11 40. Typicality: Plaintiff is a member of the Class that Plaintiff seeks to  
12 represent. Plaintiff’s claims are typical of the claims of each Class Member in that  
13 every member of the Class was susceptible to the same deceptive, misleading  
14 conduct and purchased the Products. Plaintiff is entitled to relief under the same  
15 causes of action as the other Class Members.

16 41. Adequacy: Plaintiff is an adequate Class representative because  
17 Plaintiff’s interests do not conflict with the interests of the Class Members Plaintiff  
18 seeks to represent; the consumer fraud claims are common to all other members of  
19 the Class, and Plaintiff has a strong interest in vindicating the rights of the class;  
20 Plaintiff has retained counsel competent and experienced in complex class action  
21 litigation and Plaintiff intends to vigorously prosecute this action. Plaintiff has no  
22 interests which conflict with those of the Class. The Class Members’ interests will  
23 be fairly and adequately protected by Plaintiff and proposed Class Counsel.  
24 Defendant has acted in a manner generally applicable to the Class, making relief  
25 appropriate with respect to Plaintiff and the Class Members. The prosecution of  
26 separate actions by individual Class Members would create a risk of inconsistent  
27 and varying adjudications.

28 42. The Class is properly brought and should be maintained as a class  
action because a class action is superior to traditional litigation of this controversy.

CROSNER LEGAL, P.C.

1 A class action is superior to the other available methods for the fair and efficient  
2 adjudication of this controversy because:

3 a. The joinder of hundreds of individual Class Members is  
4 impracticable, cumbersome, unduly burdensome, and a waste of judicial and/or  
5 litigation resources;

6 b. The individual claims of the Class Members may be relatively modest  
7 compared with the expense of litigating the claim, thereby making it impracticable,  
8 unduly burdensome, and expensive to justify individual actions;

9 c. When Defendant's liability has been adjudicated, all Class Members'  
10 claims can be determined by the Court and administered efficiently in a manner  
11 far less burdensome and expensive than if it were attempted through filing,  
12 discovery, and trial of all individual cases;

13 d. This class action will promote orderly, efficient, expeditious, and  
14 appropriate adjudication and administration of Class claims;

15 e. Plaintiff knows of no difficulty to be encountered in the management  
16 of this action that would preclude its maintenance as a class action;

17 f. This class action will assure uniformity of decisions among Class  
18 Members;

19 g. The Class is readily definable and prosecution of this action as a class  
20 action will eliminate the possibility of repetitious litigation; and

21 h. Class Members' interests in individually controlling the prosecution  
22 of separate actions is outweighed by their interest in efficient resolution by single  
23 class action;

24  
25 43. Additionally or in the alternative, the Class also may be certified  
26 because Defendant has acted or refused to act on grounds generally applicable to  
27 the Class thereby making final declaratory and/or injunctive relief with respect to  
28 the members of the Class as a whole, appropriate.

CROSNER LEGAL, P.C.

1 44. Plaintiff seeks preliminary and permanent injunctive and equitable  
2 relief on behalf of the Class, on grounds generally applicable to the Class, to enjoin  
3 and prevent Defendant from engaging in the acts described, and to require  
4 Defendant to provide full restitution to Plaintiff and the Class members.

5 45. Unless the Class is certified, Defendant will retain monies that were  
6 taken from Plaintiff and Class members as a result of Defendant’s wrongful  
7 conduct. Unless a classwide injunction is issued, Defendant will continue to  
8 commit the violations alleged and the members of the Class and the general public  
9 will continue to be misled.

10 **FIRST CLAIM FOR RELIEF**

11 **Violation of California’s Consumers Legal Remedies Act**

12 **Cal. Civ. Code § 1750 *et seq.***

13 46. Plaintiff realleges and incorporates by reference all allegations  
14 contained in this complaint, as though fully set forth herein.

15 47. Plaintiff brings this claim under the CLRA individually and on behalf  
16 of the Class against Defendant.

17 48. At all times relevant hereto, Plaintiff and the members of the Class  
18 were “consumer[s],” as defined in California Civil Code section 1761(d).

19 49. At all relevant times, Defendant was a “person,” as defined in  
20 California Civil Code section 1761(c).

21 50. At all relevant times, the Products manufactured, marketed,  
22 advertised, and sold by Defendant constituted “goods,” as defined in California  
23 Civil Code section 1761(a).

24 51. The purchases of the Products by Plaintiff and the members of the  
25 Class were and are “transactions” within the meaning of California Civil Code  
26 section 1761(e).

27 52. Defendant disseminated, or caused to be disseminated, through its  
28 advertising, false and misleading representations, including the Products’ labeling  
that the Products contain “All Natural Ingredients.” Defendant failed to disclose

1 that the Products contain an artificial ingredient called citric acid. This is a material  
2 misrepresentation and omission as reasonable consumer would find the fact that  
3 the Products contain an artificial ingredient to be important to their decision in  
4 purchasing the Products. Defendant's representations violate the CLRA in the  
5 following ways:

6 a) Defendant represented that the Products have characteristics,  
7 ingredients, uses, and benefits which they do not have (Cal. Civ. Code §  
8 1770(a)(5));

9 b) Defendant represented that the Products are of a particular standard,  
10 quality, or grade, which they are not (Cal. Civ. Code § 1770(a)(7));

11 c) Defendant advertised the Products with an intent not to sell the  
12 Products as advertised (Cal. Civ. Code § 1770(a)(9)); and

13 d) Defendant represented that the subject of a transaction has been  
14 supplied in accordance with a previous representation when it has not (Cal. Civ.  
15 Code § 1770(a)(16)).

16 53. Defendant violated the CLRA because the Products were prominently  
17 advertised as containing "All Natural Ingredients," but, in reality, the Products  
18 contain an artificial ingredient called citric acid. Defendant knew or should have  
19 known that consumers would want to know that the Products contain an artificial  
20 ingredient.

21 54. Defendant's actions as described herein were done with conscious  
22 disregard of Plaintiff's and the Class members' rights and were wanton and  
23 malicious.

24 55. Defendant's wrongful business practices constituted, and constitute,  
25 a continuing course of conduct in violation of the CLRA, since Defendant is still  
26 representing that the Products have characteristics which they do not have.

27 56. Pursuant to California Civil Code section 1782(d), Plaintiff and the  
28 members of the Class seek an order enjoining Defendant from engaging in the  
methods, acts, and practices alleged herein.

CROSNER LEGAL, P.C.

1 57. Pursuant to California Civil Code section 1782, Plaintiff notified  
2 Defendant in writing by certified mail of the alleged violations of the CLRA and  
3 demanded that Defendant rectify the problems associated with the actions detailed  
4 above and give notice to all affected consumers of their intent to so act. If  
5 Defendant does not take corrective action within 30 days of receipt of Plaintiff’s  
6 letter, then Plaintiff will amend her complaint to seek actual damages and punitive  
7 damages.

8 58. Pursuant to section 1780(d) of the CLRA, attached hereto is an  
9 affidavit showing that this action was commenced in a proper forum.

10 **SECOND CLAIM FOR RELIEF**

11 **Violation of California’s Unfair Competition Law**

12 **Cal. Bus. & Prof. Code § 17200 *et seq.***

13 59. Plaintiff realleges and incorporates by reference all allegations  
14 contained in this complaint, as though fully set forth herein.

15 60. Plaintiff brings this claim under the UCL individually and on behalf  
16 of the Class against Defendant.

17 61. The UCL prohibits any “unlawful,” “fraudulent,” or “unfair” business  
18 act or practice and any false or misleading advertising.

19 62. Defendant committed unlawful business acts or practices by making  
20 the representations and omitted material facts (which constitutes advertising  
21 within the meaning of California Business & Professions Code section 17200), as  
22 set forth more fully herein, and by violating California’s Consumers Legal  
23 Remedies Act, Cal. Civ. Code §§17500, *et seq.*, California’s False Advertising  
24 Law, Cal. Bus. & Prof. § 17500, *et seq.*, 15 U.S.C. § 45, and by breaching express  
25 and implied warranties. Plaintiff, individually and on behalf of the other Class  
26 members, reserves the right to allege other violations of law, which constitute other  
27 unlawful business acts or practices. Such conduct is ongoing and continues to this  
28 date.

1           63. Defendant committed “unfair” business acts or practices by: (1)  
2 engaging in conduct where the utility of such conduct is outweighed by the harm  
3 to Plaintiff and the members of the a Class; (2) engaging in conduct that is  
4 immoral, unethical, oppressive, unscrupulous, or substantially injurious to  
5 Plaintiff and the members of the Class; and (3) engaging in conduct that  
6 undermines or violates the intent of the consumer protection laws alleged herein.  
7 There is no societal benefit from deceptive advertising. Plaintiff and the other  
8 Class members paid for a Product that is not as advertised by Defendant. Further,  
9 Defendant failed to disclose a material fact (that the Products contain an artificial  
10 preservative) of which they had exclusive knowledge. While Plaintiff and the other  
11 Class members were harmed, Defendant was unjustly enriched by its false  
12 misrepresentations and material omissions. As a result, Defendant’s conduct is  
13 “unfair,” as it offended an established public policy. There were reasonably  
14 available alternatives to further Defendant’s legitimate business interests, other  
15 than the conduct described herein.

16           64. Defendant committed “fraudulent” business acts or practices by  
17 making the representations of material fact regarding the Products set forth herein.  
18 Defendant’s business practices as alleged are “fraudulent” under the UCL because  
19 they are likely to deceive customers into believing the Products actually contain  
20 no preservatives.

21           65. Plaintiff and the other members of the Class have in fact been  
22 deceived as a result of their reliance on Defendant’s material representations and  
23 omissions. This reliance has caused harm to Plaintiff and the other members of the  
24 Class, each of whom purchased Defendant’s Products. Plaintiff and the other Class  
25 members have suffered injury in fact and lost money as a result of purchasing the  
26 Products and Defendant’s unlawful, unfair, and fraudulent practices.

27           66. Defendant’s wrongful business practices and violations of the UCL  
28 are ongoing.







1 d. Ordering damages in amount which is different than that calculated  
2 for restitution for Plaintiff and the Class;

3 e. Ordering Defendant to pay attorneys’ fees and litigation costs to  
4 Plaintiff and the other members of the Class;

5 f. Ordering Defendant to pay both pre- and post-judgment interest on  
6 any amounts awarded; and

7 g. Ordering such other and further relief as may be just and proper.

8 **JURY DEMAND**

9 Plaintiff hereby demands a trial by jury of all claims in this Complaint so  
10 triable.

11  
12 Dated: October 25, 2024

CROSNER LEGAL, P.C.

13  
14 By: /s/ Michael T. Houchin

MICHAEL T. HOUCHIN

15 9440 Santa Monica Blvd. Suite 301  
16 Beverly Hills, CA 90210  
17 Tel: (866) 276-7637  
18 Fax: (310) 510-6429  
19 mhouchin@crosnerlegal.com

*Attorneys for Plaintiff and the Proposed  
Class*

CROSNER LEGAL, P.C.