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9 *Attorneys for Plaintiffs and the Proposed Class*

10 **UNITED STATES DISTRICT COURT FOR THE**  
 11 **CENTRAL DISTRICT OF CALIFORNIA**

13 KAITLYN TAYLOR and JUSTIN  
 14 ALICEA, on behalf of themselves  
 15 and all others similarly situated,

16 Plaintiffs,

17 v.

18 WALMART, INC.,

20 Defendant.

Case No. 5:25-cv-00186

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

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1 Plaintiffs Kaitlyn Taylor and Justin Alicea (collectively, “Plaintiffs”), on  
2 behalf of themselves and all others similarly situated, by and through undersigned  
3 counsel, hereby bring this action against Walmart, Inc. (“Defendant”), and upon  
4 information and belief and investigation of counsel, allege as follows:

5 **INTRODUCTION**

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

10 2. Defendant manufactures, distributes, advertises, and sells Great Value  
11 Macaroni & Cheese Original Microwavable Cup (the “Product”). The Product’s  
12 front label packaging prominently represents that the Product contains “No  
13 artificial flavors” and “No artificial preservatives.”

14 3. This statement is false. The Product is made with “citric acid”—an  
15 artificial preservative and flavor used in food products.

16 4. Defendant’s packaging, labeling, and advertising scheme is intended  
17 to give consumers the reasonable belief that they are buying a premium product  
18 that is free from artificial ingredients.

19 5. Like other reasonable consumers, Plaintiffs were deceived by  
20 Defendant’s unlawful conduct and brings this action individually and on behalf of  
21 all similarly situated consumers to remedy Defendant’s unlawful acts.

22 **JURISDICTION AND VENUE**

23 6. This Court has original jurisdiction over this action pursuant to 28  
24 U.S.C. § 1332(d) because this is a class action in which: (1) there are over 100  
25 members in the proposed class; (2) members of the proposed class have a different  
26 citizenship from Defendant; and (3) the claims of the proposed class members  
27 exceed \$5,000,000 in the aggregate, exclusive of interest and costs. The Product  
28 is sold at numerous retail stores and Plaintiffs are seeking to represent a nationwide

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1 class. Thus, there are over 100 members in the proposed class and the proposed  
2 class has different citizenships from Defendant. Plaintiffs seek compensatory and  
3 statutory damages, disgorgement and restitution. Plaintiffs also seek punitive  
4 damages and attorneys' fees and costs. *See Montera v. Premier Nutrition Corp.*,  
5 No. 16-CV-06980-RS, 2022 WL 10719057, at \*3 (N.D. Cal. Oct. 18, 2022), *aff'd*,  
6 111 F.4th 1018 (9th Cir. 2024) (noting lodestar after jury trial in consumer  
7 protection action was \$6,806,031.96). Thus, Plaintiffs estimate that the amount in  
8 controversy exceeds \$5 million.

9 7. This Court has personal jurisdiction over Defendant because  
10 Defendant conducts and transacts business in the State of California, contracts to  
11 supply goods within the State of California (registration number with the  
12 California Secretary of State is 1634374), and supplies goods within the State of  
13 California. Defendant, on its own and through its agents, is responsible for the  
14 distribution, marketing, labeling, and sale of the Product in California, specifically  
15 in this county. The marketing of the Product, including the decision of what to  
16 include and not include on the label, emanates from Defendant. Thus, Defendant  
17 has intentionally availed itself of the markets within California through its  
18 advertising, marketing, and sale of the Product to consumers in California,  
19 including Plaintiffs. The Court also has specific jurisdiction over Defendant as it  
20 has purposefully directed activities towards the forum state, Plaintiffs' claims arise  
21 out of those activities, and it is reasonable for Defendant to defend this lawsuit  
22 because it has sold a deceptively advertised Product to Plaintiffs and members of  
23 the Class in California. By distributing and selling the Product in California,  
24 Defendant has intentionally and expressly aimed conduct at California which  
25 caused harm to Plaintiffs and the Class that Defendant knows is likely to be  
26 suffered by Californians.

27 8. Venue is proper pursuant to 28 U.S.C. § 1391(b) because a substantial  
28 part of the events or omissions giving rise to the claim occurred in this District

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1 since Plaintiffs purchased the Product within this District.

2 **PARTIES**

3 9. Defendant Walmart, Inc. is a Delaware corporation with its principal  
4 place of business in Bentonville, Arkansas. Defendant is registered to do business  
5 in California as entity number 1634374. At all times during the class period,  
6 Defendant was the manufacturer, distributor, marketer, and seller of the Product.

7 10. Plaintiff Kaitlyn Taylor purchased the Great Value Macaroni &  
8 Cheese Original Microwavable Cup product in the 4-cup and 8-cup varieties  
9 several times throughout the class period at a Walmart store located in Hemet,  
10 California. Plaintiff Taylor’s most recent purchase was in or around October 2024.

11 11. Plaintiff Justin Alicea purchased the Great Value Macaroni & Cheese  
12 Original Microwavable Cup product in the 4-cup variety several times throughout  
13 the class period at a Walmart store in Oroville, California. Plaintiff Alicea’s most  
14 recent purchase was in 2024.

15 12. When purchasing the Product, Plaintiffs did not expect that  
16 Defendant’s “No artificial flavors” and “No artificial preservatives”  
17 representations on the Product’s front label were false. Plaintiffs did not expect  
18 Defendant to publicly place deceptive statements about the contents of its Product  
19 on the front label of the Product. Plaintiffs saw and relied on the “No artificial  
20 flavors” and “No artificial preservatives” claims on the front label of the Product.  
21 Plaintiffs would not have purchased the Product, or would have paid less for the  
22 Product, had they known that the Product contains an artificial flavoring and  
23 preserving ingredient in direct contradiction to the “No artificial flavors” and “No  
24 artificial preservatives” statements on the Product’s front label. As a result,  
25 Plaintiffs suffered injury in fact when they spent money to purchase the Product  
26 they would not have purchased, or would have paid less for, absent Defendant’s  
27 misconduct.

28 13. Plaintiffs desire to, and would, purchase the Product again if the label

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1 of the Product was accurate and if the Product truthfully contained “No artificial  
2 flavors” and “No artificial preservatives.” However, as a result of Defendant’s  
3 ongoing misrepresentations, Plaintiffs are unable to rely on the Product’s labeling  
4 when deciding in the future whether to purchase the Product. Considering that the  
5 Plaintiffs continue to see the Product for sale, they are at an imminent risk of future  
6 injury.

7 **FACTUAL ALLEGATIONS**

8 **“NO ARTIFICIAL FLAVORS” AND “NO ARTIFICIAL PRESERVATIVES” IS**  
9 **PROMINENTLY DISPLAYED ON THE FRONT LABEL OF THE PRODUCT**

10 14. The front label for the Product prominently states that the Product  
11 contains “No artificial flavors” and “No artificial preservatives” thereby  
12 misleading reasonable consumers into believing that the Product is free from  
13 artificial flavors and preservatives. However, the Product contains the artificial  
14 flavoring and preservative ingredient citric acid.

15 15. Below are true and correct copies of the Product’s front-label  
16 packaging and labeling:





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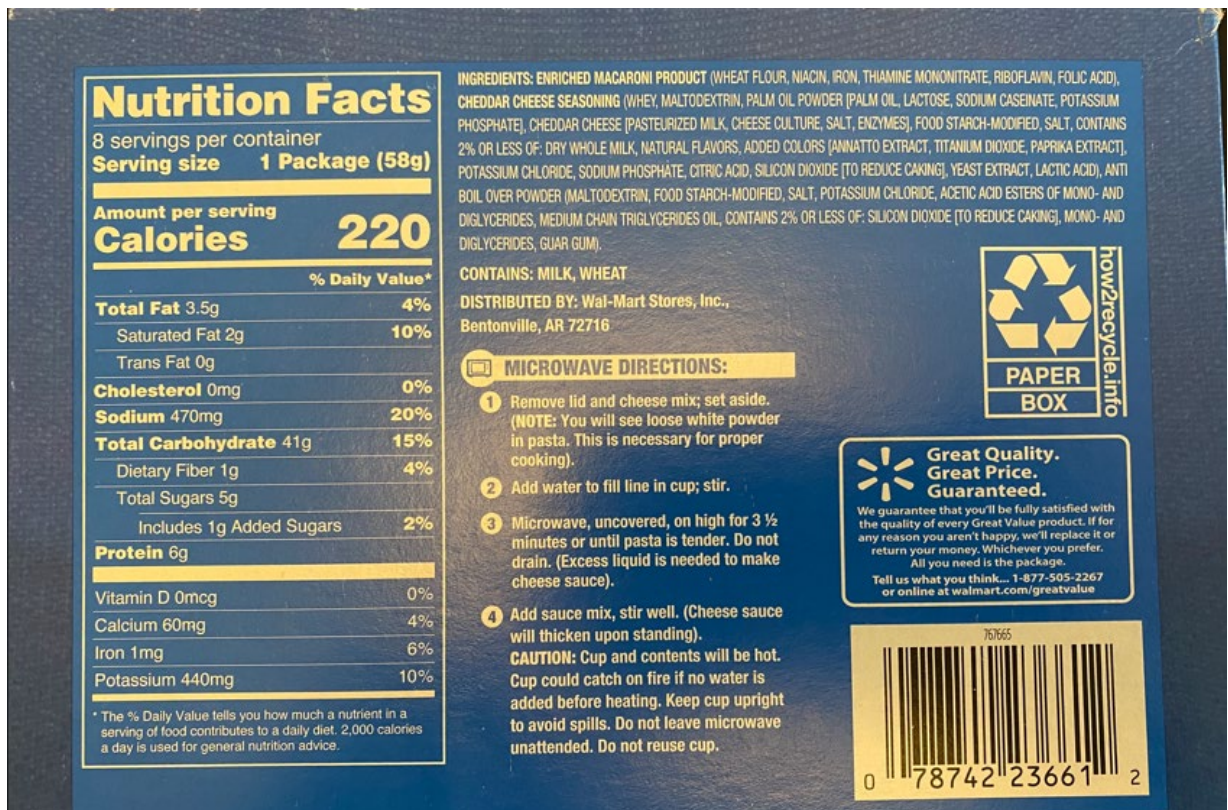
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16. The rear label of the Product's packaging reveals that the Product contains citric acid, an artificial flavoring and preservative ingredient:

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1 18. 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  
10 and sulfuric acid process in which the citric acid is first  
11 precipitated as a calcium salt and then reacidulated with sulfuric  
12 acid.”<sup>6</sup>

13 19. As one of the USDA AMS reviewers commented:

14 “[Citric acid] is a natural[ly] occurring substance that  
15 commercially goes through numerous chemical processes to get  
16 to [its] final usable form. This processing would suggest that it  
17 be *classified as synthetic*.”<sup>7</sup>

18 20. When asked “Is this substance Natural or Synthetic?” USDA AMS  
19 reviewers state: “synthetic.”<sup>8</sup>

20 21. The FDA has determined that manufactured citric acid is not natural;  
21 it is artificial. The FDA sent warning letters to Hirzel Canning Company and Oak  
22 Tree Farm Dairy, Inc., for similar violations, saying that the FDA’s policy  
23 involving the use of the word natural means that nothing artificial or synthetic has  
24 been added to the product, and that a product that labels itself “100% Natural” or  
25 “All Natural” violates that policy if it contains citric acid, and that the presence of  
26 citric acid precludes the use of the term natural to describe the product.<sup>9</sup>

27 <sup>6</sup> Exhibit D at page 6.

28 <sup>7</sup> Exhibit D at page 5 (emphasis added)

<sup>8</sup> Exhibit D at pages 4-5.

<sup>9</sup> See Exhibit B at page 2 and Exhibit C at page 2.

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

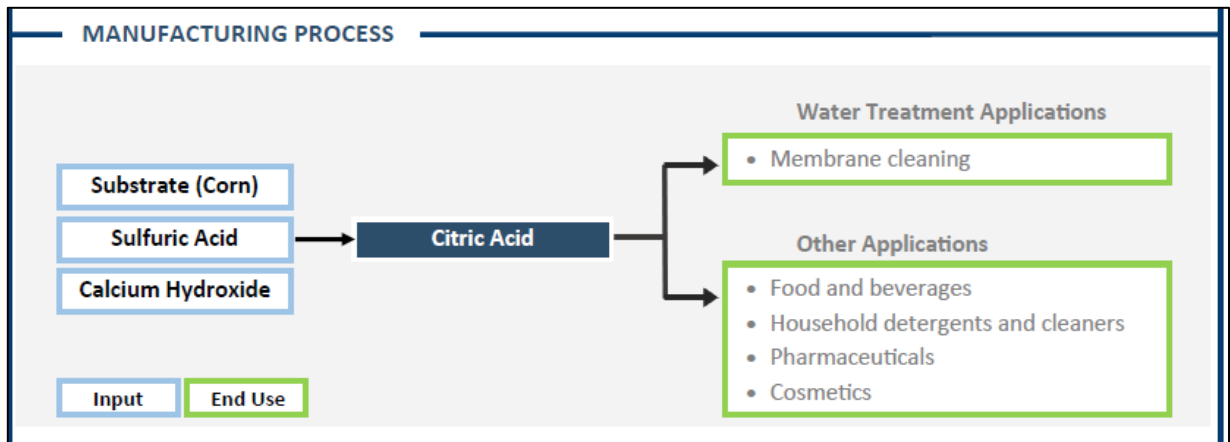
14           23. The *Toxicology Reports Journal* study explains that “the potential  
15 presence of impurities or fragments from the *Aspergillus niger* in [manufactured  
16 citric acid] is a significant difference that may trigger deleterious effects when  
17 ingested.”<sup>10</sup> The study further explains:

18           “Given the thermotolerance of *A. niger*, there is great potential that  
19 byproducts of *A. niger* remain in the final [manufactured citric acid]  
20 product. Furthermore, given the pro-inflammatory nature of *A. niger*  
21 even when heat-killed, repetitive ingestion of [manufactured citric acid]  
22 may trigger sensitivity or allergic reactions in susceptible individuals.  
Over the last two decades, there has been a significant rise in the  
incidence of food allergies” *Id.*

23           24. The EPA provides the following simply schematic of the  
24 manufacturing process for citric acid which includes the use of synthetic solvents  
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26 <sup>10</sup> Iliana E. Sweis, *et al.*, *Potential role of the common food additive manufactured citric acid in*  
27 *eliciting significant inflammatory reactions contributing to serious disease states: A series of*  
28 *four case reports*, TOXICOL REP. 5:808-812 (2018), available at  
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/>

1 like Sulfuric Acid:<sup>11</sup>



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25. Dr. Ryan Monahan, a prominent functional medicine practitioner, notes that the “[p]resent day process of creating manufactured citric acid involves feeding sugars derived from GMO corn to black mold, which then ferments to form manufactured citric acid.”<sup>12</sup> This is the reason why Defendant indicates in tiny print on the back of the Product packaging that the Product “contains bioengineered food ingredients.” *See supra*, ¶ 14.

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26. Dr. Monahan also notes that “*Aspergillus niger* is associated with systemic inflammatory issues, including respiratory, gastrointestinal, neurological and musculoskeletal. Due to the potential for fragments of *Aspergillus niger* to make their way into the finished product of manufactured citric acid, this toxic inflammatory substance is likely being ingested by consumers of Product containing citric acid. Even with high-heat processing to kill it, research has shown *Aspergillus niger* can still elicit an inflammatory response.”<sup>13</sup>

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<sup>11</sup> <https://www.epa.gov/system/files/documents/2023-03/Citric%20Acid%20Supply%20Chain%20Profile.pdf>.

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<sup>12</sup> Dr. Ryan Monahan, *Citric Acid: A Common Food Additive With An Uncommon Source* (2024) available at <https://www.peacefulmountainmedicine.com/post/citric-acid-a-common-food-additive-with-an-uncommon-source> (Last visited May 15, 2024).

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<sup>13</sup> Dr. Ryan Monahan, *Citric Acid: A Common Food Additive With An Uncommon Source* (2024) available at <https://www.peacefulmountainmedicine.com/post/citric-acid-a-common-food-additive-with-an-uncommon-source>.



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

9           28. “Further genetic modification in the lab has taken place through the  
10 engineering of the glycolytic pathway, resulting in a metabolic-streamlining that  
11 facilitates greater citric acid production from sugar while shutting off side avenues  
12 of glycolysis.” *Id.*

13           29. “Mutagenesis has been used in recent years to improve the citric-acid  
14 producing strains so that they can be used in industrial applications. The most  
15 common methods include the use of mutagens to induce mutations on the parental  
16 strains. The mutagens utilized for improvements are gamma radiation, ultraviolet  
17 radiation and often chemical mutagens. For hyperproducer strains, a hybrid  
18 method that combines ultraviolet and chemical mutagens is used (Ratledge &  
19 Kristiansen Citation2001).”<sup>15</sup>

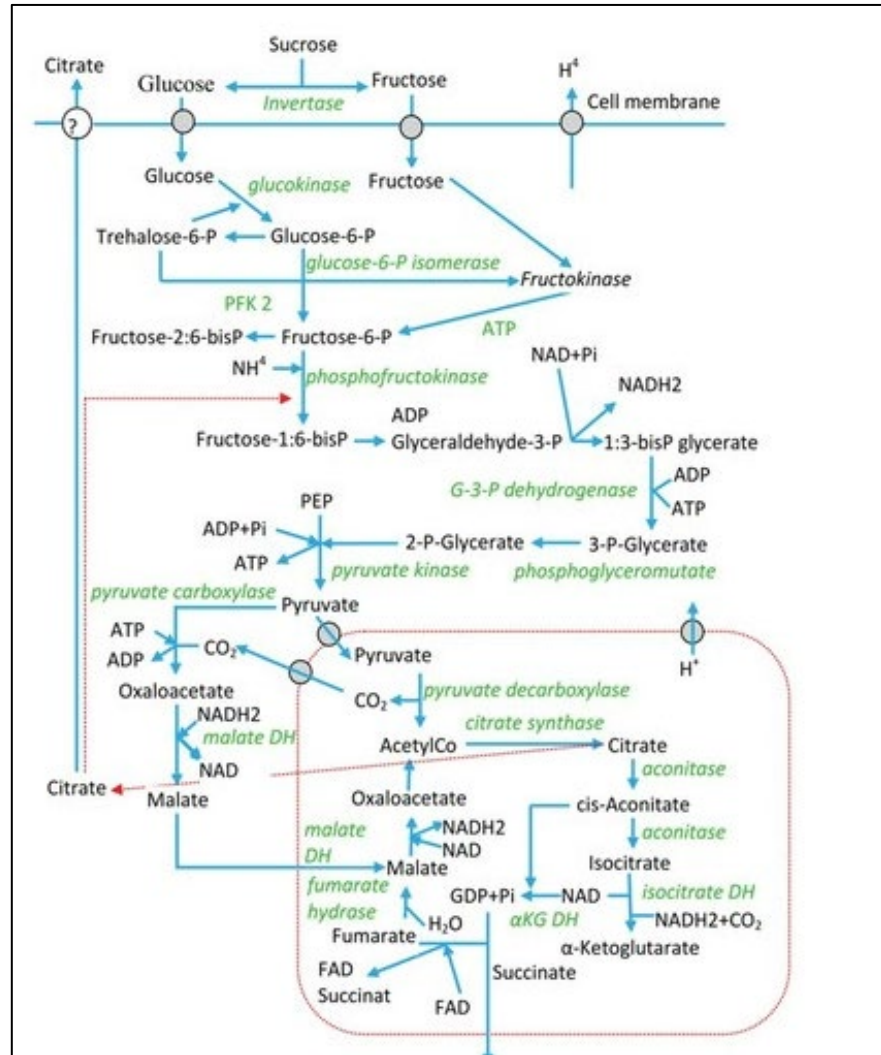
20           30. Below is a schematic representation of the metabolic reactions  
21 involved in citric acid production, the enzymes (*italics*), the known feedback loops  
22 (dashed lines) and their locations within the cellular structure of *Aspergillus*  
23 *niger*:<sup>16</sup>

24 \_\_\_\_\_  
25 <sup>14</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/>

26 <sup>15</sup> Show, P. L., Oladele, K. O., Siew, Q. Y., Aziz Zakry, F. A., Lan, J. C. W., & Ling, T. C.  
27 (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>

28 <sup>16</sup> *Id.* at Figure 3.

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31. Dictionary definitions define “artificial” as something made by man. For example, “artificial” is defined as “made by human skill; produced by humans ...”<sup>17</sup> Merriam-Webster’s online dictionary states that “artificial” means “humanly contrived ...”<sup>18</sup> Cambridge Dictionary states that “artificial” means “made by people, often as a copy of something natural.”<sup>19</sup>

32. Below are images of the chemical process used to create citric acid

<sup>17</sup> *Artificial*, DICTIONARY.COM, available at <https://www.dictionary.com/browse/artificial>

<sup>18</sup> *Artificial*, MERRIAM-WEBSTER’S DICTIONARY, available at <https://www.merriam-webster.com/dictionary/artificial>

<sup>19</sup> *Artificial*, CAMBRIDGE DICTIONARY, available at <https://dictionary.cambridge.org/us/dictionary/english/artificial>

1 for use in food – a process that is visibly artificial:



19 33. Citric acid acts as an artificial flavoring and preserving agent when  
20 added to food products, including the Products at issue.<sup>20</sup> Citric acid has a sour,  
21 acidic, and slightly tart flavor. *Id.*

22 34. The Food and Drug Administration (“FDA”) defines a preservative  
23 as “any chemical that, when added to food, tends to prevent or retard deterioration  
24 thereof, but does not include common salt, sugars, vinegars, spices, or oils  
25 extracted from spices, substances added to food by direct exposure thereof to wood  
26 smoke, or chemicals applied for their insecticidal or herbicidal properties.” 21

27 <sup>20</sup> [https://www.webstaurantstore.com/blog/3350/what-is-citric-](https://www.webstaurantstore.com/blog/3350/what-is-citric-acid.html#:~:text=What%20Is%20Sour%20Salt?,salt%20tastes%20sour%20and%20acidic.)  
28 [acid.html#:~:text=What%20Is%20Sour%20Salt?,salt%20tastes%20sour%20and%20acidic.](https://www.webstaurantstore.com/blog/3350/what-is-citric-acid.html#:~:text=What%20Is%20Sour%20Salt?,salt%20tastes%20sour%20and%20acidic.)



1 C.F.R. §101.22(a)(5). The FDA has listed citric acid as a preservative in its  
2 “Overview of Food Ingredients, Additives and Colors” as shown below:<sup>21</sup>

Types of Ingredients	What They Do	Examples of Uses	Names Found on Product Labels
Preservatives	Prevent food spoilage from bacteria, molds, fungi, or yeast (antimicrobials); slow or prevent changes in color, flavor, or texture and delay rancidity (antioxidants); maintain freshness	Fruit sauces and jellies, beverages, baked goods, cured meats, oils and margarines, cereals, dressings, snack foods, fruits and vegetables	Ascorbic acid, citric acid, sodium benzoate, calcium propionate, sodium erythorbate, sodium nitrite, calcium sorbate, potassium sorbate, BHA, BHT, EDTA, tocopherols (Vitamin E)

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8 35. In a warning letter sent to Chiquita Brands International, Inc. and  
9 Fresh Express, Inc., the FDA warned that certain Product were misbranded under  
10 the Federal Food Drug and Cosmetics Act because they “contain the *chemical*  
11 *preservatives ascorbic acid and citric acid* but their labels fail to declare these  
12 *preservatives* with a description of their functions. 21 C.F.R. [§] 101.22”  
13 (emphasis added).<sup>22</sup>

14 36. The USDA’s Food Safety Inspection Service’s “Guideline for Label  
15 Approval” states that “common *chemical* preservatives include BHA, BHT,  
16 calcium propionate, citric acid, natamycin and sodium propionate.”<sup>23</sup>

17 **REASONABLE CONSUMERS ARE DECEIVED AND SUFFERED ECONOMIC INJURY**

18 37. Consumers, like Plaintiffs, relied on Defendant’s “No artificial  
19 flavors” and “No artificial preservatives” labeling statements. These statements  
20 are material to reasonable consumers.

21 38. “[F]oods bearing ‘free-from’ claims are increasingly relevant to  
22 Americans, as they perceive the Product as closely tied to health ... 84 percent of  
23

24 <sup>21</sup> *Overview of Food Ingredients, Additives & Colors*, FOOD AND DRUG ADMINISTRATION,  
25 available at <https://web.archive.org/web/20220901032454/http://www.fda.gov/food/food-ingredients-packaging/overview-food-ingredients-additives-colors>

26 <sup>22</sup> See **Exhibit A** at page 2 (highlighted).

27 <sup>23</sup> FSIS Guideline for Label Approval, UNITED STATES DEPARTMENT OF AGRICULTURE,  
28 available at [https://www.fsis.usda.gov/sites/default/files/media\\_file/documents/FSIS-GD-2023-0001.pdf](https://www.fsis.usda.gov/sites/default/files/media_file/documents/FSIS-GD-2023-0001.pdf) (emphasis added)

1 American consumers buy free-from foods because they are seeking out more  
2 natural or less processed foods. In fact, 43 percent of consumers agree that free-  
3 from foods are healthier than foods without a free-from claim, while another three  
4 in five believe the fewer ingredients a product has, the healthier it is (59 percent).  
5 Among the top claims free-from consumers deem most important are trans-fat-free  
6 (78 percent) and preservative-free (71 percent).”<sup>24</sup>

7 39. Plaintiffs and putative class members suffered economic injury as a  
8 result of Defendant’s actions. Plaintiffs and putative class members spent money  
9 that, absent Defendant’s actions, they would not have spent.

10 40. Plaintiffs and putative class members are entitled to damages and  
11 restitution for the purchase price of the Product and/or the price premium  
12 associated with the deceptive statements on the Product’s label. Consumers,  
13 including Plaintiffs, would not have purchased Defendant’s Product, or would  
14 have paid less for the Product, if they had known the Product actually contains an  
15 artificial flavoring and preservative ingredient.

#### 16 NO ADEQUATE REMEDY AT LAW

17 41. Plaintiffs and members of the class are entitled to equitable relief as  
18 no adequate remedy at law exists. The statutes of limitations for the causes of  
19 action pled herein vary. Class members who purchased the Product more than three  
20 years prior to the filing of the complaint will be barred from recovery if equitable  
21 relief were not permitted under the UCL.

22 42. The scope of actionable misconduct under the unfair prong of the  
23 UCL is broader than the other causes of action asserted herein. It includes  
24 Defendant’s overall unfair marketing scheme to promote and brand the Product,  
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26 \_\_\_\_\_  
27 <sup>24</sup> 84% of Americans buy “free-from” foods because they believe them to be more natural or  
28 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/>

1 across a multitude of media platforms, including the product label, packaging, and  
2 online advertisements, over a long period of time, in order to gain an unfair  
3 advantage over competitor products. Plaintiffs and class members may also be  
4 entitled to restitution under the UCL, while not entitled to damages under other  
5 causes of action asserted herein (e.g., the CLRA is limited to certain types of  
6 plaintiffs (an individual who seeks or acquires, by purchase or lease, any goods or  
7 services for personal, family, or household purposes) and other statutorily  
8 enumerated conduct).

9 43. A primary litigation objective in this litigation is to obtain injunctive  
10 relief in the form of a label or ingredient change. Injunctive relief is appropriate  
11 on behalf of Plaintiffs and members of the class because Defendant continues to  
12 misrepresent the Product as containing “No artificial flavors” and “No artificial  
13 preservatives” when the Product actually contains the artificial flavoring and  
14 preservative ingredient citric acid. Injunctive relief is necessary to prevent  
15 Defendant from continuing to engage in the unfair, fraudulent, and/or unlawful  
16 conduct described herein and to prevent future harm—none of which can be  
17 achieved through available legal remedies (such as monetary damages to  
18 compensate past harm). Further, a public injunction is available under the UCL,  
19 and damages will not adequately benefit the general public in a manner equivalent  
20 to an injunction.

### 21 CLASS ACTION ALLEGATIONS

22 44. Plaintiffs bring this action as a class action pursuant to Federal Rules  
23 of Civil Procedure on behalf of the following Classes (or alternative Classes or  
24 Subclasses):

#### 25 The Nationwide Class

26 All U.S. citizens who purchased the Product in their respective state of  
27 citizenship for personal and household use and not for resale within the  
28 applicable statute of limitations and until the date class notice is  
disseminated.



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**The California Subclass**

All California citizens who purchased the Product in California for personal and household use and not for resale within the applicable statute of limitations and until the date class notice is disseminated.

45. The Classes and Subclasses described in this complaint will jointly be referred to the “Class” or the “Classes” unless otherwise stated, and the proposed members of the Classes and Subclasses will jointly be referred to as “Class Members.”

46. Plaintiffs and the Class reserve their right to amend or modify the Class definitions with greater specificity or further division into subclasses or limitation to particular issues as discovery and the orders of this Court warrant.

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

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

49. Numerosity: Class Members are so numerous that joinder of all members is impracticable. Plaintiffs believe that there are thousands of consumers who are Class Members described above who have been damaged by Defendant’s deceptive and misleading practices.

50. Commonality: There is a well-defined community of interest in the common questions of law and fact affecting all Class Members. The questions of 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:

a. Whether Defendant is responsible for the conduct alleged herein which

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- 1 was uniformly directed at all consumers who purchased the Product;
- 2 b. Whether Defendant’s misconduct set forth in this Complaint
- 3 demonstrates that Defendant engaged in unfair, fraudulent, or unlawful
- 4 business practices with respect to the advertising, marketing, and sale of
- 5 the Product;
- 6 c. Whether Defendant made misrepresentations concerning the Product
- 7 that were likely to deceive the public;
- 8 d. Whether Plaintiffs and the Class are entitled to injunctive relief;
- 9 e. Whether Plaintiffs and the Class are entitled to money damages and/or
- 10 restitution under the same causes of action as the other Class Members.

11 51. Typicality: Plaintiffs are members of the Classes that Plaintiffs seek  
12 to represent. Plaintiffs’ claims are typical of the claims of each Class Member in  
13 that every member of the Class was susceptible to the same deceptive, misleading  
14 conduct and purchased the Product. Plaintiffs are entitled to relief under the same  
15 causes of action as the other Class Members.

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

28 53. The Class is properly brought and should be maintained as a class

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

- 4 a. The joinder of hundreds of individual Class Members is impracticable,  
5 cumbersome, unduly burdensome, and a waste of judicial and/or  
6 litigation resources;
- 7 b. The individual claims of the Class Members may be relatively modest  
8 compared with the expense of litigating the claim, thereby making it  
9 impracticable, unduly burdensome, and expensive to justify individual  
10 actions;
- 11 c. When Defendant’s liability has been adjudicated, all Class Members’  
12 claims can be determined by the Court and administered efficiently in a  
13 manner far less burdensome and expensive than if it were attempted  
14 through filing, discovery, and trial of all individual cases;
- 15 d. This class action will promote orderly, efficient, expeditious, and  
16 appropriate adjudication and administration of Class claims;
- 17 e. Plaintiffs know of no difficulty to be encountered in the management of  
18 this action that would preclude its maintenance as a class action;
- 19 f. This class action will assure uniformity of decisions among Class  
20 Members;
- 21 g. The Class is readily definable and prosecution of this action as a class  
22 action will eliminate the possibility of repetitious litigation; and
- 23 h. Class Members’ interests in individually controlling the prosecution of  
24 separate actions is outweighed by their interest in efficient resolution by  
25 single class action;

26 54. Additionally, or in the alternative, the Class also may be certified  
27 because Defendant has acted or refused to act on grounds generally applicable to  
28 the Class thereby making final declaratory and/or injunctive relief with respect to



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1 the members of the Class as a whole, appropriate.

2 55. Plaintiffs seek preliminary and/or permanent injunctive and equitable  
3 relief on behalf of the Class, on grounds generally applicable to the Class, to enjoin  
4 and prevent Defendant from engaging in the acts described, and to require  
5 Defendant to provide restitution to Plaintiffs and the Class members.

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

11 **FIRST CLAIM FOR RELIEF**

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

13 **Cal. Civ. Code §§ 1750, et seq.**

14 57. Plaintiffs reallege and incorporate by reference all allegations  
15 contained in this complaint, as though fully set forth herein.

16 58. Plaintiffs bring this claim under the CLRA individually and on behalf  
17 of the California Class against Defendant.

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

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

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

25 62. The purchases of the Product by Plaintiffs and the members of the  
26 Class were and are “transactions” within the meaning of California Civil Code  
27 section 1761(e).

28 63. Defendant disseminated, or caused to be disseminated, through its

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1 advertising, false and misleading representations, including the Product’s labeling  
2 that the Product contained “No artificial flavors” and “No artificial preservatives.”  
3 Defendant failed to disclose that the Product contains an artificial flavoring and  
4 preservative ingredient called citric acid. This is a material misrepresentation and  
5 omission as reasonable consumer would find the fact that the Product contains an  
6 artificial flavor and preservative to be important to their decision in purchasing the  
7 Product. Defendant’s representations violate the CLRA in the following ways:

- 8 a. Defendant represented that the Product has characteristics, ingredients,  
9 uses, and benefits which it does not have (Cal. Civ. Code § 1770(a)(5));
- 10 b. Defendant represented that the Product is of a particular standard,  
11 quality, or grade, which it is not (Cal. Civ. Code § 1770(a)(7));
- 12 c. Defendant advertised the Product with an intent not to sell the Product  
13 as advertised (Cal. Civ. Code § 1770(a)(9)); and
- 14 d. Defendant represented that the subject of a transaction has been supplied  
15 in accordance with a previous representation when it has not (Cal. Civ.  
16 Code § 1770(a)(16)).

17 64. Defendant violated the CLRA because the Product was prominently  
18 advertised as containing “No artificial flavors” and “No artificial preservatives”  
19 but the Product contains an artificial flavor and preservative ingredient called citric  
20 acid. Defendant knew or should have known that consumers would want to know  
21 that the Product contained an artificial flavor and preservative.

22 65. Defendant’s actions as described herein were done with conscious  
23 disregard of Plaintiffs’ and the Class members’ rights and were wanton and  
24 malicious.

25 66. Defendant’s wrongful business practices constituted, and constitute,  
26 a continuing course of conduct in violation of the CLRA, since Defendant is still  
27 representing that the Product has characteristics which it does not have.

28 67. Pursuant to California Civil Code section 1782(d), Plaintiffs and the

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1 members of the Class seek an order enjoining Defendant from engaging in the  
2 methods, acts, and practices alleged herein.

3 68. Pursuant to California Civil Code section 1782, Plaintiffs notified  
4 Defendant in writing by certified mail of the alleged violations of the CLRA and  
5 demanded that Defendant rectify the problems associated with the actions detailed  
6 above and give notice to all affected consumers of its intent to so act.

7 69. More than thirty days have passed since Plaintiffs sent Defendant a  
8 CLRA letter and Defendant has failed to take the corrective action described in  
9 Plaintiffs’ letter. Wherefore, Plaintiffs seek actual, punitive, and statutory damages  
10 as appropriate, as well as attorneys’ fees and costs for Defendant’s violations of  
11 the CLRA.

12 70. Pursuant to section 1780(d) of the CLRA, below is an affidavit  
13 showing that this action was commenced in a proper forum.

14 **SECOND CLAIM FOR RELIEF**

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

16 **Cal. Bus. & Prof. Code §§ 17200, et seq.**

17 71. Plaintiffs reallege and incorporate by reference all allegations  
18 contained in this complaint, as though fully set forth herein.

19 72. Plaintiffs bring this claim under the UCL individually and on behalf  
20 of the California Class against Defendant.

21 73. The UCL prohibits any “unlawful,” “fraudulent,” or “unfair” business  
22 act or practice and any false or misleading advertising.

23 74. Defendant committed unlawful business acts or practices by making  
24 the representations and omitted material facts (which constitutes advertising  
25 within the meaning of California Business & Professions Code section 17200), as  
26 set forth more fully herein, and by violating California’s Consumers Legal  
27 Remedies Act, Cal. Civ. Code §§17500, et seq., California’s False Advertising  
28 Law, Cal. Bus. & Prof. § 17500, et seq., 15 U.S.C. § 45, and by breaching express



1 and implied warranties. Plaintiffs, individually and on behalf of the other Class  
2 members, reserves the right to allege other violations of law, which constitute other  
3 unlawful business acts or practices. Such conduct is ongoing and continues to this  
4 date.

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

20 76. Defendant committed “fraudulent” business acts or practices by  
21 making the representations of material fact regarding the Product set forth herein.  
22 Defendant’s business practices as alleged are “fraudulent” under the UCL because  
23 they are likely to deceive customers into believing the Product actually contains  
24 no artificial flavors or preservatives.

25 77. Plaintiffs and the other members of the Class have in fact been  
26 deceived as a result of their reliance on Defendant’s material representations and  
27 omissions. This reliance has caused harm to Plaintiffs and the other members of  
28 the Class, each of whom purchased Defendant’s Product. Plaintiffs and the other

1 Class members have suffered injury in fact and lost money as a result of purchasing  
2 the Product and Defendant's unlawful, unfair, and fraudulent practices.

3 78. Defendant's wrongful business practices and violations of the UCL  
4 are ongoing.

5 79. Plaintiffs and the Class seek pre-judgment interest as a direct and  
6 proximate result of Defendant's unfair and fraudulent business conduct. The  
7 amount on which interest is to be calculated is a sum certain and capable of  
8 calculation, and Plaintiffs and the Class seek interest in an amount according to  
9 proof.

10 80. Unless restrained and enjoined, Defendant will continue to engage in  
11 the above-described conduct. Accordingly, injunctive relief is appropriate.  
12 Pursuant to California Business & Professions Code section 17203, Plaintiffs,  
13 individually and on behalf of the California Class, seek (1) restitution from  
14 Defendant of all money obtained from Plaintiffs and the other Class members as a  
15 result of unfair competition; (2) an injunction prohibiting Defendant from  
16 continuing such practices in the State of California that do not comply with  
17 California law; and (3) all other relief this Court deems appropriate, consistent  
18 with California Business & Professions Code section 17203.

19 **THIRD CLAIM FOR RELIEF**

20 **Violation of the False Advertising Law**

21 **Cal. Bus. & Prof. Code §§ 17500, et seq.**

22 81. Plaintiffs reallege and incorporate by reference all allegations  
23 contained in this complaint, as though fully set forth herein.

24 82. Plaintiffs bring this claim under the FAL individually and on behalf  
25 of the California Class against Defendant.

26 83. The FAL provides that "[i]t is unlawful for any person, firm,  
27 corporation or association, or any employee thereof with intent directly or  
28 indirectly to dispose of real or personal property or to perform services" to  
disseminate any statement "which is untrue or misleading, and which is known, or

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1 which by the exercise of reasonable care should be known, to be untrue or  
2 misleading” Cal. Bus. & Prof. Code § 17500.

3 84. It is also unlawful under the FAL to disseminate statements  
4 concerning property or services that are “untrue or misleading, and which is  
5 known, or which by the exercise of reasonable care should be known, to be untrue  
6 or misleading.” *Id.*

7 85. As alleged herein, Defendant falsely advertised the Product by falsely  
8 representing that the Product contained “No artificial flavors” and “No artificial  
9 preservatives” when in fact, the Product contains the artificial flavor and  
10 preservative ingredient called citric acid.

11 86. Plaintiffs have standing to pursue this claim as Plaintiffs have  
12 suffered injury in fact as a result of Defendant’s actions as set forth herein.  
13 Specifically, prior to the filing of this action, Plaintiffs purchased the Product in  
14 reliance on Defendant’s false and misleading labeling claim that the Product  
15 contained no artificial flavors and no artificial preservatives.

16 87. Defendant’s business practices as alleged herein constitute deceptive,  
17 untrue, and misleading advertising pursuant to the FAL because Defendant has  
18 advertised the Product in a manner that is untrue and misleading, which Defendant  
19 knew or reasonably should have known, and omitted material information from its  
20 advertising.

21 88. Defendant profited from its sale of the falsely and deceptively  
22 advertised Product to unwary consumers.

23 89. As a result, Plaintiffs, the Class, and the general public are entitled to  
24 public injunctive and equitable relief, restitution, and an order for the  
25 disgorgement of the funds by which Defendant was unjustly enriched.

26 90. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiffs, on behalf of  
27 themselves and the Classes, seek an order enjoining Defendant from continuing to  
28 engage in deceptive business practices, false advertising, and any other act

1 prohibited by law, including those set forth herein.

2 **FOURTH CLAIM FOR RELIEF**

3 **Breach of Express Warranty**

4 **Cal. Com. Code § 2313(1)**

5 91. Plaintiffs reallege and incorporate by reference all allegations  
6 contained in this complaint, as though fully set forth herein.

7 92. Plaintiffs bring this claim for breach of express warranty individually  
8 and on behalf of all Classes against Defendant.

9 93. As the manufacturer, marketer, distributor, and seller of the Product,  
10 Defendant issued an express warranty by representing to consumers at the point of  
11 purchase that the Product contained “No artificial flavors” and “No artificial  
12 preservatives.”

13 94. Plaintiffs and the Class reasonably relied on Defendant’s  
14 misrepresentations, descriptions and specifications regarding the Product,  
15 including the representation that the Product contained “No artificial flavors” and  
16 “No artificial preservatives.”

17 95. Defendant’s representations were part of the description of the goods  
18 and the bargain upon which the goods were offered for sale and purchased by  
19 Plaintiffs and Members of the Class.

20 96. In fact, the Product does not conform to Defendant’s representations  
21 because the Product contains an artificial flavor and preservative ingredient called  
22 citric acid. By falsely representing the Product in this way, Defendant breached  
23 express warranties.

24 97. Plaintiffs relied on Defendant’s representations on the Product’s label  
25 and advertising materials which provide the basis for an express warranty under  
26 California law.

27 98. As a direct and proximate result of Defendant’s breach, Plaintiffs and  
28 Members of the Class were injured because they: (1) paid money for the Product  
that was not as Defendant represented; (2) were deprived of the benefit of the



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1 bargain because the Product they purchased was different than Defendant  
2 advertised; and (3) were deprived of the benefit of the bargain because the Product  
3 they purchased had less value than if Defendant’s representations about the  
4 characteristics of the Product were truthful.

5 99. Had Defendant not breached the express warranty by making the false  
6 representations alleged herein, Plaintiffs and Class Members would not have  
7 purchased the Product or would not have paid as much as they did for it.

8 **FIFTH CLAIM FOR RELIEF**

9 **Breach of Implied Warranty**

10 **Cal. Com. Code § 2314**

11 100. Plaintiffs reallege and incorporate by reference all allegations  
12 contained in this complaint, as though fully set forth herein.

13 101. Plaintiffs bring this claim for breach of implied warranty individually  
14 and on behalf of all Classes against Defendant.

15 102. Plaintiffs and the Class purchased the Product manufactured,  
16 advertised, and sold by Defendant, as described herein.

17 103. Defendant, through its acts and omissions set forth herein, in the sale,  
18 marketing, and promotion of the Product, misrepresented the characteristics of the  
19 Product to Plaintiffs and the Class.

20 104. Defendant is a merchant with respect to the goods of this kind which  
21 were sold to Plaintiffs and the Class, and there was, in the sale to Plaintiffs and  
22 other consumers, an implied warranty that those goods were merchantable.

23 105. However, Defendant breached that implied warranty in that the  
24 Product did not contain “No artificial flavors” and “No artificial preservatives” as  
25 represented. Instead, the Product contains an artificial flavor and preservative  
26 ingredient called citric acid.

27 106. As an actual and proximate result of Defendant’s conduct, Plaintiffs  
28 and the Class did not receive goods as impliedly warranted by Defendant to be  
merchantable in that the Product did not conform to promises and affirmations

1 made on the label of the Product.

2 107. Plaintiffs and the Class have sustained damages as a proximate result  
3 of the foregoing breach of implied warranty in the amount of the Product’s price  
4 premium.

5 **SIXTH CLAIM FOR RELIEF**

6 **Negligent Misrepresentation**

7 108. Plaintiffs reallege and incorporate by reference all allegations  
8 contained in this complaint, as though fully set forth herein.

9 109. Plaintiffs bring this claim for negligent misrepresentation  
10 individually and on behalf of all Classes against Defendant.

11 110. Defendant had a duty to disclose to Plaintiffs and Class Members  
12 correct information as to the quality and characteristics of the Product because  
13 Defendant was in a superior position than Plaintiffs and Class Members such that  
14 reliance by Plaintiffs and Class Members was justified. Defendant possessed the  
15 skills and expertise to know the type of information that would influence a  
16 consumer’s purchasing decision.

17 111. During the applicable class period, Defendant negligently or  
18 carelessly misrepresented, omitted, and concealed from consumers material facts  
19 regarding the quality and characteristics of the Product, including the fact that the  
20 Product does contain the artificial flavor or preservative ingredient citric acid,  
21 despite being advertised as containing “No artificial flavors” and “No artificial  
22 preservatives.”

23 112. Defendant made such false and misleading statements and omissions  
24 with the intent to induce Plaintiffs and Class Members to purchase the Product at  
25 a premium price.

26 113. Defendant was careless in ascertaining the truth of its representations  
27 in that it knew or should have known that Plaintiffs and Class Members would be  
28 overpaying for the Product.

114. Plaintiffs and Class Members were unaware of the falsity in

1 Defendant’s misrepresentations and omissions and, as a result, justifiably relied on  
2 them when making the decision to purchase the Product.

3 115. Plaintiffs and Class Members would not have purchased the Product  
4 or paid as much for the Product if the true facts had been known.

5 **SEVENTH CLAIM FOR RELIEF**

6 **Intentional Misrepresentation/Fraud**

7 116. Plaintiffs reallege and incorporate by reference all allegations  
8 contained in this complaint, as though fully set forth herein.

9 117. Plaintiffs bring this claim for intentional misrepresentation  
10 individually and on behalf of all Classes against Defendant.

11 118. Defendant had a duty to disclose to Plaintiffs and Class Members  
12 correct information as to the quality and characteristics of the Product because  
13 Defendant was in a superior position than Plaintiffs and Class Members such that  
14 reliance by Plaintiffs and Class Members was justified. Defendant possessed the  
15 skills and expertise to know the type of information that would influence a  
16 consumer’s purchasing decision.

17 119. During the applicable class period, Defendant intentionally  
18 misrepresented, omitted, and concealed from consumers material facts regarding  
19 the quality and characteristics of the Product, including that the Product contains  
20 an artificial flavor and preservative ingredient called citric acid, despite the  
21 Product’s “No artificial flavors” and “No artificial preservatives” advertisement.  
22 These representations were material and were uniformly made.

23 120. As noted in detail above, these representations were false and  
24 misleading, as the Product contains the artificial flavor and preservative ingredient  
25 citric acid. Defendant made these misrepresentations with actual knowledge of  
26 their falsity and/or made them with fraudulent intent.

27 121. Defendant made such false and misleading statements and omissions  
28 with the intent to induce Plaintiffs and Class Members to purchase the Product at  
a premium price, deprive Plaintiffs and Class Members of property or otherwise

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1 causing injury, and thus, Defendant has committed fraud.

2 122. Defendant’s deceptive or fraudulent intent is evidenced by motive  
3 and opportunity. Defendant knew that consumers would pay more for a product if  
4 they believed it was free from artificial flavors and preservatives. For that reason,  
5 Defendant misrepresented the Product so that Defendant could realize greater  
6 profits. Defendant knew that consumers would place trust and confidence in its  
7 Product’s claims and rely thereon in their purchases of the Product.

8 123. Plaintiffs and the Class Members were unaware of the falsity in  
9 Defendant’s misrepresentations and omissions and, as a result, justifiably relied on  
10 them when making the decision to purchase the Product.

11 124. As a proximate result of Defendant’s intentional misrepresentations,  
12 Plaintiffs and the Class were induced to purchase the Product at a premium.

13 125. Plaintiffs and the Class Members would not have purchased the  
14 Product or paid as much for the Product if the true facts had been known.

15 126. As a result of their reliance, Plaintiffs and Class Members were  
16 injured in an amount to be proven at trial, including, but not limited to, their lost  
17 benefit of the bargain and overpayment at the time of purchase.

18 127. Defendant’s conduct was knowing, intentional, with malice,  
19 demonstrated a complete lack of care, and was in reckless disregard for the rights  
20 of Plaintiffs and Class Members Plaintiffs and Class Members are therefore  
21 entitled to an award of punitive damages.

22 **REQUEST FOR RELIEF**

23 Plaintiffs, on behalf of themselves and all others similarly situated, request  
24 for relief pursuant to each claim as follows:

25 a. Declaring that this action is a proper class action, certifying the Class as  
26 requested herein, designating Plaintiffs as the Class Representatives and  
27 appointing the undersigned counsel as Class Counsel;

28 b. Ordering restitution and disgorgement of all profits and unjust  
enrichment that Defendant obtained from Plaintiffs and the Class



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- 1 members as a result of Defendant’s unlawful, unfair, and fraudulent
- 2 business practices;
- 3 c. Ordering injunctive relief as permitted by law or equity, including
- 4 enjoining Defendant from continuing the unlawful practices as set forth
- 5 herein, and ordering Defendant to engage in a corrective advertising
- 6 campaign;
- 7 d. Ordering damages in amount which is different than that calculated for
- 8 restitution for Plaintiffs and the Class;
- 9 e. Ordering Defendant to pay attorneys’ fees and litigation costs to
- 10 Plaintiffs and the other members of the Class;
- 11 f. Ordering Defendant to pay both pre- and post-judgment interest on any
- 12 amounts awarded; and
- 13 g. Ordering other relief as may be just and proper.

**JURY DEMAND**

Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated: January 23, 2025

**CROSNER LEGAL, P.C.**

By:           /s/ Lilach H. Klein

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