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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE
UNLIMITED JURISDICTION**

TERRANCE WILSON, individually, and
on behalf of others similarly situated,

Plaintiff,

vs.

CONAGRA BRANDS, INC.

Defendant.

Case No. **CVRI 2502964**

CLASS ACTION COMPLAINT

- (1) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17500 *et seq.*) and
- (2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*)

Jury Trial Demanded

(Amount to exceed \$35,000)

1 Now comes the Plaintiffs, TERRANCE WILSON (“Plaintiff”), individually and on behalf
2 of all others similarly situated, by and through her attorneys, and for her class action Complaint
3 against the Defendant, CONAGRA BRANDS, INC. (“Defendant”), Plaintiff alleges and states as
4 follows:

4 **PRELIMINARY STATEMENTS**

5 1. This is an action for damages, injunctive relief, and any other available legal or
6 equitable remedies, for violations of Unfair Competition Law (Cal. Business & Professions Code
7 §§ 17500 *et seq.*, and Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et*
8 *seq* resulting from the illegal actions of Defendant, in advertising and labeling its products as
9 containing “no preservatives” when the products contain sodium phosphate. Plaintiffs allege as
10 follows upon personal knowledge as to themselves and their own acts and experiences, and, as to
11 all other matters, upon information and belief, including investigation conducted by their
12 attorneys.

12 **JURISDICTION AND VENUE**

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

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

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

19 **PARTIES**

20 5. Plaintiff Terrance Wilson is an individual who was at all relevant times residing in
21 Riverside County, California.

22 6. Defendant is a Delaware corporation headquartered in Chicago, Illinois.

23 7. At all times relevant hereto, Defendant was engaged in the manufacturing,
24 marketing, and sale of pudding.

24 **FACTS COMMON TO ALL COUNTS**

25 8. Defendant manufactures, advertises, markets, sells, and distributes products
26 throughout California and the United States under brand name Snack Pack.

1 9. During the Class Period Defendant labeled the following varieties of Snack Pack
2 Pudding (the “Products”) as containing “no preservatives” when they contain disodium
3 phosphate:

- 4 a. Vanilla;
- 5 b. Chocolate vanilla;
- 6 c. Banana cream pie;
- 7 d. Butterscotch; and
- 8 e. Tapioca;

9 10. The United States Food and Drug Administration (“FDA”) defines the term
10 chemical preservative as: “any chemical that, when added to food, tends to prevent or retard
11 deterioration thereof, but does not include common salt, sugars, vinegars, spices, or oils extracted
12 from spices, substances added to food by direct exposure thereof to wood smoke, or chemicals
13 applied for their insecticidal or herbicidal properties.” 21 C.F.R. § 101.22.

14 11. Sodium phosphate salts are highly water-soluble inorganic salts and are added to
15 foods to retard the deterioration thereof by preventing microbial growth and survival, lipid
16 oxidation, and enzymatic browning to extend the shelf life of consumer food products.¹

17 12. In basic terms, sodium phosphate salts extends the shelf-life of the Products by
18 creating an environment inhospitable to bacteria growth.

19 13. Specifically, as depicted in the chart below, sodium phosphates are used as
20 preservatives in puddings and custards:

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27 ¹ National Academies of Sciences, Engineering, and Medicine. Strategies to Reduce
28 Sodium Intake in the United States, <https://nap.nationalacademies.org/catalog/12818/strategies-to-reduce-sodium-intake-in-the-united-states>.

TABLE 4-1 Common Sodium-Containing Compounds Used for Food Preservation

Compound Name	Food to Which the Compound Is Added
Disodium ethylenediaminetetraacetic acid (EDTA)	Salad dressing, mayonnaise, canned seafood, fruit fillings
Sodium acetate	Baked goods, seafood
Sodium ascorbate	Meat products
Sodium benzoate	Beverages, fermented vegetables, jams, fruit fillings, salad dressings
Sodium dehydroacetate	Squash
Sodium diacetate	Condiments
Sodium erythorbate	Meat, soft drinks
Sodium lactate	Meat products
Sodium nitrate	Cured meats
Sodium nitrite	Cured meats
Sodium phosphates	Meat products, cheese, puddings or custards
Sodium propionate	Cheese, baked goods
Sodium sulfite	Fruit and vegetable products, seafood

SOURCE: Doyle et al., 2001.

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14. On April 25, 2025, Plaintiff purchased one of the Products from a Target located in Riverside County, California.

15. When purchasing the Products Plaintiff made his purchasing decision because of the labeling on the Product that read “no preservatives”.

16. Persons, like Plaintiff herein, have an interest in purchasing products that do not contain false and misleading claims.

17. The following photos include examples of the Products’ packaging including the relevant labeling:



² Doyle, M. P., L. R. Beuchat, and T. J. Montville, eds. 2001. Food microbiology: Fundamentals and frontiers. 2nd ed. Washington, DC: ASM Press



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18. Plaintiff has been deprived of his legally-protected interest to obtain true and accurate information about the consumer products she buys as required by California Law.

19. As a result, Plaintiffs and the class members have been misled into purchasing Products that did not provide them with the benefit of the bargain they paid money for, namely that the Products would not contain preservatives.

20. Plaintiffs and the Class Members expected to receive the benefit of avoiding the negative potential effects of consuming preservatives, however they have been deprived of that benefit because the Products contain disodium phosphate.

21. Alternatively, Plaintiffs would not have purchased the Products in lieu of other similar Products without Defendant’s misleading “no preservatives” label.

22. Plaintiffs and the Class Members paid a price premium to receive premium products that did not contain preservatives, instead Plaintiffs received non-premium products containing preservatives.

23. Plaintiff did not understand that the Products contained preservatives when he purchased them.

24. Furthermore, due to Defendant’s intentional, deceitful practice of labeling the Products as containing “no preservatives”, Plaintiff could not have known that the Products contained preservatives.

1 25. By making false and misleading claims about the qualities of the Products,
2 Defendant impaired Plaintiffs' ability to choose the type and quality of the Products they chose
3 to buy.

4 26. Worse than the lost money, Plaintiffs and the class members have been deprived
5 of their protected interest to choose the type and quality of the products they ingest.

6 27. Defendant, and not Plaintiff, the Class, or Sub-Class, knew or should have known
7 that the Products included preservatives, and that Plaintiff, the Class, and Sub-Class members
8 would not be able to tell the Products contained preservatives unless Defendant expressly told
9 them, as required by law.

10 28. Plaintiffs regularly visit stores where the Products are sold and will likely be
11 exposed to Defendant's "no preservatives" labeling in the future. However, unless Defendant is
12 forced to correct the fraudulent labeling or remove the synthetic preservatives, Plaintiff will be
13 unable to determine if Defendant's "no preservatives" label accurately reflects the true contents
14 of the Products.

15 29. Plaintiffs believe that products without preservatives are superior in quality to
16 products that contain preservatives, and desires to purchase Products that do not contain
17 preservatives as Defendant advertised the Products to be.

18 30. Plaintiff may purchase the Products again in the future, and as a result they will be
19 harmed if Defendant is not forced to correct the fraudulent labeling or remove the preservatives.

20 31. As a result of Defendants' acts and omissions outlined above, Plaintiff has suffered
21 concrete and particularized injuries and harm, which include, but are not limited to, the following:

- 22 a. Lost money;
- 23 b. Wasting Plaintiff's time; and
- 24 c. Stress, aggravation, frustration, loss of trust, loss of serenity, and loss of
25 confidence in product labeling.

CLASS ALLEGATIONS

26 32. Plaintiff brings this action on behalf of themselves and all others similarly
27 situated, as members of the proposed class (the "Class"), defined as follows:

28 All persons within the United States who purchased the Products
within four years prior to the filing of the original Complaint
through to the date of class certification.

1 33. Plaintiff also brings this action on behalf of himself and all others similarly
2 situated, as a member of the proposed California sub-class (the “Sub-Class”), defined as follows:

3 All persons within California who purchased the Products within
4 four years prior to the filing of the original Complaint through to
5 the date of class certification.

6 34. Defendant, their employees and agents are excluded from the Class and Sub-Class.
7 Plaintiff does not know the number of members in the Class and Sub-Class, but believe the
8 members number in the thousands, if not more. Thus, this matter should be certified as a Class
9 Action to assist in the expeditious litigation of the matter.

10 35. The Class and Sub-Class are so numerous that the individual joinder of all of their
11 members is impractical. While the exact number and identities of their members are unknown to
12 Plaintiff at this time and can only be ascertained through appropriate discovery, Plaintiff is
13 informed and believes and thereon alleges that the Class and Sub-Class include thousands, if not
14 millions of members. Plaintiff alleges that the class members may be ascertained by the records
15 maintained by Defendant.

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

20 37. There are questions of law and fact common to the Class and Sub-Class affecting
21 the parties to be represented. The questions of law and fact common to the Class and Sub-Class
22 predominate over questions which may affect individual class members and include, but are not
23 necessarily limited to, the following:

- 24 a. Whether the Defendant intentionally, negligently, or recklessly
25 disseminated false and misleading information by labeling the Products as
26 containing “no preservatives” when the Products contain disodium
27 phosphate;
- 28 b. Whether the Class and Sub-Class members were informed that the
 Products contained disodium phosphate;
- c. Whether the Products contained disodium phosphate;
- d. Whether Defendant’s conduct was unfair and deceptive;

- 1 e. Whether Defendant unjustly enriched itself as a result of the unlawful
- 2 conduct alleged above;
- 3 f. Whether the inclusion of disodium phosphate in the Products is a material
- 4 fact;
- 5 g. Whether there should be a tolling of the statute of limitations; and
- 6 h. Whether the Class and Sub-Class are entitled to restitution, actual damages,
- 7 punitive damages, and attorney fees and costs.

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

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

12 40. Plaintiff will fairly and adequately protect the interests of the members of the Class
13 and Sub-Class. Plaintiff has retained attorneys experienced in the prosecution of class actions.

14 41. A class action is superior to other available methods of fair and efficient
15 adjudication of this controversy, since individual litigation of the claims of all Class and Sub-
16 Class members is impracticable. Even if every Class and Sub-Class member could afford
17 individual litigation, the court system could not. It would be unduly burdensome to the courts in
18 which individual litigation of numerous issues would proceed. Individualized litigation would
19 also present the potential for varying, inconsistent or contradictory judgments and would magnify
20 the delay and expense to all parties, and to the court system, resulting from multiple trials of the
21 same complex factual issues. By contrast, the conduct of this action as a class action presents
22 fewer management difficulties, conserves the resources of the parties and of the court system and
23 protects the rights of each class member. Class treatment will also permit the adjudication of
24 relatively small claims by many class members who could not otherwise afford to seek legal
25 redress for the wrongs complained of herein.

26 42. The prosecution of separate actions by individual members of the Class and Sub-
27 Class would create a risk of adjudications with respect to them that would, as a practical matter,
28 be dispositive of the interests of the other class members not parties to such adjudications or that
would substantially impair or impede the ability of such non-party class members to protect their
interests.

1 43. Defendants have acted or refused to act in respect generally applicable to the Class
2 and Sub-Class thereby making appropriate final and injunctive relief with regard to the members
3 of the Class and Sub-Class as a whole.

4 44. The size and definition of the Class and Sub-Class can be identified through
5 records held by retailers carrying and reselling the Products, and by Defendant's own records.

6 **COUNT I**
7 **VIOLATIONS OF THE CALIFORNIA FALSE ADVERTISING ACT**
8 **(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)**
9 **On behalf of the Class and the Sub-Class**

10 45. Plaintiff incorporates by reference each allegation set forth above in paragraphs
11 1 through 49.

12 46. Pursuant to California Business and Professions Code section 17500, *et seq.*, it
13 is unlawful to engage in advertising "which is untrue or misleading, and which is known, or
14 which by the exercise of reasonable care should be known, to be untrue or misleading...or...to
15 so make or disseminate or cause to be so made or disseminated any such statement as part of a
16 plan or scheme with the intent not to sell that personal property or those services, professional
17 or otherwise, so advertised at the price stated therein, or as so advertised."

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

20 48. Defendant misled consumers by making misrepresentations and untrue
21 statements about the Class Products, namely, Defendant sold the Products with labeling
22 claiming the Products contained "no preservatives" and made false representations to Plaintiff
23 and other putative class members in order to solicit these transactions.

24 49. Specifically, Defendant claimed the Products "no preservatives" when the
25 Products contained disodium phosphate.

26 50. Defendant knew that their representations and omissions were untrue and
27 misleading, and deliberately made the aforementioned representations and omissions in order
28 to deceive reasonable consumers like Plaintiff and other Class and Sub-Class Members.

51. As a direct and proximate result of Defendant's misleading and false advertising,
Plaintiff and the other Class Members have suffered injury in fact and have lost money or
property. Plaintiff reasonably relied upon Defendant's fraudulent statements regarding the
Products, namely that they did not know the Products contained preservatives. In reasonable
reliance on Defendant's omissions of material fact and false advertisements, Plaintiff and other

1 Class and Sub-Class Members purchased the Products. In turn Plaintiff and other Class
2 Members ended up with products that turned out to actually be different than advertised, and
3 therefore Plaintiff and other Class Members have suffered injury in fact.

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

7 53. Defendant advertised to Plaintiff and other putative class members, through
8 written representations and omissions made by Defendant and its employees, that the Class
9 Products contain “no preservatives”

10 54. Defendant knew that the Class Products did in fact contain disodium phosphate.

11 55. Thus, Defendant knowingly sold Class Products to Plaintiff and other putative
12 class members that contained disodium phosphate and were not as advertised.

13 56. The misleading and false advertising described herein presents a continuing
14 threat to Plaintiff and the Class and Sub-Class Members in that Defendant persists and continues
15 to engage in these practices, and will not cease doing so unless and until forced to do so by this
16 Court. Defendant’s conduct will continue to cause irreparable injury to consumers unless
17 enjoined or restrained. Plaintiff is entitled to preliminary and permanent injunctive relief
18 ordering Defendant to cease their false advertising, as well as disgorgement and restitution to
19 Plaintiff and all Class Members Defendant’s revenues associated with their false advertising, or
20 such portion of those revenues as the Court may find equitable.

21 **COUNT II**
22 **VIOLATIONS OF UNFAIR BUSINESS PRACTICES ACT**
23 **(Cal. Bus. & Prof. Code §§ 17200 et seq.)**
24 **On behalf of the Class and Sub-Class**

25 57. Plaintiff incorporates by reference each allegation set forth above in paragraphs
26 1 through 49.

27 58. Actions for relief under the unfair competition law may be based on any business
28 act or practice that is within the broad definition of the UCL. Such violations of the UCL occur
as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required
to provide evidence of a causal connection between a defendant's business practices and the
alleged harm--that is, evidence that the defendant's conduct caused or was likely to cause
substantial injury. It is insufficient for a plaintiff to show merely that the defendant's conduct

1 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of
2 unfair competition covers any single act of misconduct, as well as ongoing misconduct.

UNFAIR

3 59. California Business & Professions Code § 17200 prohibits any “unfair ...
4 business act or practice.” Defendant’s acts, omissions, misrepresentations, and practices as
5 alleged herein also constitute “unfair” business acts and practices within the meaning of the
6 UCL in that its conduct is substantially injurious to consumers, offends public policy, and is
7 immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any
8 alleged benefits attributable to such conduct. There were reasonably available alternatives to
9 further Defendant’s legitimate business interests, other than the conduct described herein.
10 Plaintiff reserves the right to allege further conduct which constitutes other unfair business acts
or practices. Such conduct is ongoing and continues to this date.

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

14 61. Here, Defendant’s conduct has caused and continues to cause substantial injury
15 to Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury
16 in fact due to Defendant’s decision to sell them fraudulently labeled products (Class Products).
17 Thus, Defendant’s conduct has caused substantial injury to Plaintiff and the members of the
Class and Sub-Class.

18 62. Moreover, Defendant’s conduct as alleged herein solely benefits Defendant
19 while providing no benefit of any kind to any consumer. Such deception utilized by Defendant
20 convinced Plaintiff and members of the Class that the Class Products contained “no
21 preservatives” in order to induce them to spend money on said Class Products. In fact, knowing
22 that Class Products, by their objective terms contained disodium phosphate, unfairly profited
23 from their sale, in that Defendant knew that the expected benefit that Plaintiff would receive
24 from this feature is nonexistent, when this is typically never the case in situations involving
25 consumer products. Thus, the injury suffered by Plaintiff and the members of the Class and
Sub-Class is not outweighed by any countervailing benefits to consumers.

26 63. Finally, the injury suffered by Plaintiff and members of the Class and California
27 Sub-Class is not an injury that these consumers could reasonably have avoided. After
28 Defendant, fraudulently labeled the Class Products as containing “no preservatives” the

1 Plaintiff, Class members, and Sub-Class Members suffered injury in fact due to Defendant's
2 sale of Class Products to them. Defendant failed to take reasonable steps to inform Plaintiff and
3 Class and Sub-Class members that the Class Products contained disodium phosphate and are
4 not as advertised as a result. As such, Defendant took advantage of Defendant's position of
5 perceived power in order to deceive Plaintiff and the Class members to purchase the products.
6 Therefore, the injury suffered by Plaintiff and members of the Class is not an injury which these
7 consumers could reasonably have avoided.

8 64. Thus, Defendant's conduct has violated the "unfair" prong of California Business
& Professions Code § 17200.

9 **FRAUDULENT**

10 65. California Business & Professions Code § 17200 prohibits any "fraudulent ...
11 business act or practice." In order to prevail under the "fraudulent" prong of the UCL, a
12 consumer must allege that the fraudulent business practice was likely to deceive members of
the public.

13 66. The test for "fraud" as contemplated by California Business and Professions
14 Code § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a §
15 17200 violation can be established even if no one was actually deceived, relied upon the
fraudulent practice, or sustained any damage.

16 67. Here, not only were Plaintiff and the Class and Sub-Class members likely to be
17 deceived, but these consumers were actually deceived by Defendant. Such deception is
18 evidenced by the fact that Plaintiff agreed to purchase Class Products at a price premium even
19 though the Products contained disodium phosphate. Plaintiff's reliance upon Defendant's
20 deceptive statements is reasonable due to the unequal bargaining powers of Defendant and
21 Plaintiff. For the same reason, it is likely that Defendant's fraudulent business practice would
deceive other members of the public.

22 68. As explained above, Defendant deceived Plaintiff and other Class Members by
23 labeling the Products containing "no preservatives" when in fact the Products contain disodium
24 phosphate.

25 69. Thus, Defendant's conduct has violated the "fraudulent" prong of California
26 Business & Professions Code § 17200.

UNLAWFUL

1 70. California Business and Professions Code Section 17200, et seq. prohibits “any
2 unlawful...business act or practice.”

3 71. As explained above, Defendant deceived Plaintiff and other Class Members by
4 labeling the Products as containing “no preservatives” when in fact the Products contain
5 disodium phosphate.

6 72. Defendant used false advertising, marketing, and misrepresentations to induce
7 Plaintiff and Class and Sub-Class Members to purchase the Class Products, in violation of
8 California Business and Professions Code Section 17500, et seq.

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

14 74. Defendant has thus engaged in unlawful, unfair, and fraudulent business acts
15 entitling Plaintiff and Class and Sub-Class Members to judgment and equitable relief against
16 Defendant, as set forth in the Prayer for Relief. Additionally, pursuant to Business and
17 Professions Code section 17203, Plaintiff and Class and Sub-Class Members seek an order
18 requiring Defendant to immediately cease such acts of unlawful, unfair, and fraudulent business
19 practices and requiring Defendant to correct its actions.

MISCELLANEOUS

20 72. Plaintiff and Classes Members allege that they have fully complied with all
21 contractual and other legal obligations and fully complied with all conditions precedent to
22 bringing this action or all such obligations or conditions are excused.

REQUEST FOR JURY TRIAL

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

PRAYER FOR RELIEF

24 Plaintiff, on behalf of himself and the Class and Sub-Class, requests the following
25 relief:

- 26 (a) An order certifying the Class and Sub-Class and appointing Plaintiff as
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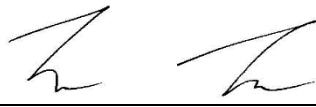
Representative of the Class and Sub-Class;

- (b) An order certifying the undersigned counsel as Class and Sub-Class Counsel;
- (c) An order requiring Defendant to engage in corrective advertising regarding the conduct discussed above;
- (d) Actual damages suffered by Plaintiff and Class and Sub-Class Members as applicable or full restitution of all funds acquired from Plaintiff and Class and Sub-Class Members from the sale of misbranded Class Products during the relevant class period;
- (e) Punitive damages, as allowable, in an amount determined by the Court or jury;
- (f) Any and all statutory enhanced damages;
- (g) All reasonable and necessary attorneys’ fees and costs provided by statute, common law or the Court’s inherent power;
- (h) Pre- and post-judgment interest; and
- (i) All other relief, general or special, legal and equitable, to which Plaintiff and Class and Sub-Class Members may be justly entitled as deemed by the Court.

Dated: May 19, 2025

Respectfully submitted,

LAW OFFICES OF TODD M. FRIEDMAN, PC

By: 
 TODD M. FRIEDMAN, Esq.
 Attorney for Plaintiff