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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ANNA FISCHER, individually and
on behalf of all others similarly
situated,

Plaintiff,

v.

WILDE BRANDS INC., a Delaware
corporation; and DOES 1 to 10,
inclusive,

Defendants.

CASE NO.

**CLASS ACTION COMPLAINT
FOR:**

- 1. Violations of California’s
Unfair Competition Law, Cal.
Bus. & Prof. Code §§ 17200, *et
seq.*; and**
- 2. Violations of the California
Consumers Legal Remedies
Act, Cal. Civ. Code §§ 1750, *et
seq.***

Filed Concurrently:

1. Plaintiff’s CLRA Venue
Affidavit

(JURY TRIAL DEMANDED)

Plaintiff Anna Fischer (“Plaintiff”), individually and on behalf of all others
similarly situated, complains and alleges as follows based on personal knowledge

1 as to herself, on the investigation of her counsel, and on information and belief as
2 to all other matters. Plaintiff believes that substantial evidentiary support will exist
3 for the allegations set forth in this complaint, after a reasonable opportunity for
4 discovery.

5 NATURE OF ACTION

6 1. Defendant Wilde Brands Inc. (“Wilde” or “Defendant”) manufactures
7 and sells a popular line of protein chips (the “Products”). To increase profits at the
8 expense of consumers and fair competition, Defendant deceptively sells the
9 Products in oversized packaging that does not reasonably inform consumers that
10 they are mostly buying air. In short, Defendant dupes consumers into paying extra
11 for empty space.

12 2. Several state and federal courts have found that cases involving
13 materially identical claims are actionable and meritorious. *See, e.g., Reyes v. Just*
14 *Born, Inc.*, 729 F.Supp.3d 971, 973 (C.D. Cal. Apr. 8, 2024) (“The Court finds
15 almost absurd the assumption that even a math major could rapidly (in a candy aisle
16 of a supermarket) multiply the number of servings to come up with a total candy
17 count *and then estimate the three-dimensional volume of each piece based on an*
18 *image* to calculate the total ratio of candy volume to box volume. The fact remains
19 that the box is almost half empty. Barring a consumer’s exceptional skill in the
20 party game of guess-how-many-marbles-are-in-the-bowl, it is difficult to imagine
21 how a consumer could generate an accurate estimate of how much candy she is
22 buying.”) (emphasis in original); *Cody v. Conagra Brands, Inc.*, Case No. 2:24-cv-
23 08690-DSF-MAAx, 2025 WL 984404 (C.D. Cal. Mar. 31, 2025) (“[The plaintiff]
24 also alleges that the Product’s package does not perform a specific function that
25 requires slack fill, is not reusable, and does not provide any significant value to the
26 Product . . . The Court finds that Cody has plausibly alleged that the Product
27 contains nonfunctional slack fill.”).

1 3. The below pictures illustrate the deceptive nature of the packaging and
2 the substantial non-functional slack fill inside the package. In summary, actual
3 chips only occupy approximately 33% of the exterior space represented by the
4 package (if that):



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THE PARTIES

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2 4. Plaintiff Anna Fischer is a citizen of the State of California and
3 resident of Los Angeles County. On September 24, 2025, Plaintiff purchased
4 Defendant’s “Sea Salt & Vinegar” and “Himalayan Pink Salt” protein chips (from
5 a Los Angeles grocery store), only to discover (after her purchase) that the package
6 was over 50% empty.

7 5. In making the purchase, Plaintiff relied upon the opaque packaging,
8 including the size of the package and product label, and that was designed to
9 encourage consumers like Plaintiff to purchase the Products. Plaintiff understood
10 the size of the package and product label to indicate that the amount of product
11 contained therein was commensurate with the size of the package, and would not
12 have purchased the Products, or would not have paid a price premium for the
13 Products, had Plaintiff known that the size of the package and product label were
14 false and misleading. Plaintiff intends to purchase the Products in the future but
15 cannot reasonably do so without an injunctive relief order from the Court ensuring
16 Defendant’s packaging, labeling, and filling of the Products is accurate and lawful,
17 at which point Plaintiff will reasonably be able to rely upon Defendant’s
18 representations about the Products.

19 6. Plaintiff is informed and believes, and upon such information and
20 belief alleges, that Defendant Wilde Brands Inc. is a Delaware corporation with its
21 principal place of business in Nashville, Tennessee.

22 7. Plaintiff does not know the true names or capacities of the persons
23 or entities sued as DOES 1 to 10, inclusive, and therefore sues such Defendants by
24 such fictitious names. Plaintiff is informed and believes, and upon such information
25 and belief alleges, that each of the DOE Defendants is in some manner legally
26 responsible for the damages suffered by Plaintiff and the Class members as
27 alleged in this Complaint. Defendants shall together be referred to as “Defendants”
28 or “Wilde.”

JURISDICTION AND VENUE

1
2 8. This Court has subject matter jurisdiction over this action pursuant to
3 the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d)(2), because the total
4 matter in controversy exceeds \$5,000,000 and there are over 100 members of the
5 proposed class. Further, at least one member of the proposed class is a citizen of a
6 State within the United States and at least one defendant is the citizen or subject of
7 a foreign state.

8 9. The Central District of California has specific personal jurisdiction
9 over Wilde. Specific jurisdiction over a non-resident defendant exists where: (1)
10 “[t]he non-resident defendant . . . purposefully direct[s] [it]s activities or
11 consummate[s] some transaction with the forum or resident thereof; or perform[s]
12 some act by which [it] purposefully avails [it]self of the privilege of conducting
13 activities in the forum, thereby invoking the benefits and protections of its laws;”
14 (2) the claim is one that “arises out of or relates to” the defendant’s activities in the
15 forum state; and (3) the exercise of jurisdiction comports with “fair play and
16 substantial justice, i.e. it must be reasonable.” *Schwarzenegger v. Fred Martin*
17 *Motor Co.*, 374 F.3d 797, 802 (9th Cir. 2004). The plaintiff need only establish the
18 first two prongs, while it is the defendant’s burden to “present a compelling case”
19 that the exercise of jurisdiction would not be reasonable. *Id.*

20 10. ***Purposeful Availment.*** Under the first prong of the three-part test,
21 “purposeful availment” includes both purposeful availment and purposeful
22 direction, which are two distinct concepts. *Id.* Where a case sounds in tort, as here,
23 courts employ the purposeful direction test. Purposeful direction requires the
24 defendant have “(1) committed an intentional act, (2) expressly aimed at the forum
25 state, (3) causing harm that the defendant knows is likely to be suffered in the forum
26 state.” *Morrill v. Scott Fin. Corp.*, 873 F.3d 1136, 1142 (9th Cir. 2017) (citing
27 *Schwarzenegger*, 374 F.3d at 802). On information and belief, Wilde regularly sells
28 and ships its products to customers in California, including Plaintiff, who

1 purchased the Product from a grocery store in Los Angeles County, California. On
2 further information and belief, Wilde sells its protein chips in grocery stores all
3 throughout California. In addition, because Defendant does a substantial amount of
4 business in California, it is knowingly employing a false marketing scheme
5 directed at and harming California residents, including Plaintiff.

6 11. ***Claim Arising Out of Action in the Forum Prong.*** Under the second
7 prong of the three-part specific jurisdiction test, personal jurisdiction exists where,
8 as here, the claim “arises out of or relates to” the defendant’s activities in the forum
9 state. Courts in the Ninth Circuit use a “but for” test to determine whether the claim
10 “arises out of” the nonresident’s forum-related activities. In other words, the test is
11 satisfied if the plaintiff would not have suffered loss “but for” defendant’s
12 activities. *Ballard v. Savage*, 65 F.3d 1495, 1500 (9th Cir. 1995). Here, Wilde’s
13 contact with the forum—knowingly employing a false marketing scheme directed
14 at California residents—is the basis of its violations of various false advertising
15 statutes. But for Wilde’s contact with the forum, Plaintiff (and the thousands of
16 other individuals who purchased Wilde’s deceptively advertised products) would
17 not have suffered harm.

18 12. ***Venue.*** Venue is proper in the U.S. District Court for the Central
19 District of California pursuant to 28 U.S.C. § 1391 because Wilde:

- 20 a) is authorized to conduct business in this District and has
21 intentionally availed itself of the laws and markets within this
22 District;
- 23 b) does substantial business within this District;
- 24 c) is subject to personal jurisdiction in this District because it has
25 availed itself of the laws and markets within this District; and
26 the injury to Plaintiff occurred within this District.

27 **GENERAL ALLEGATIONS**

28 13. The amount of product inside any product packaging is material to any

1 consumer seeking to purchase that product. The average consumer spends only 13
2 seconds deciding whether to make an in-store purchase. This decision is heavily
3 dependent on a product's packaging, including the package dimensions. Research
4 has demonstrated that packages that seem larger are more likely to be purchased
5 because consumers expect package size to accurately represent the quantity of the
6 good being purchased. *See, e.g.*, [https://www.nielsen.com/insights/2015/make-the-
7 most-of-your-brands-20-second-window/](https://www.nielsen.com/insights/2015/make-the-most-of-your-brands-20-second-window/).

8 14. Defendant chose a certain size package for its Products to convey to
9 consumers that they are receiving an amount of product commensurate with the
10 size of the package.

11 15. Slack-fill is the difference between the actual capacity of a package
12 and the volume of product contained therein. Nonfunctional slack-fill is the empty
13 space in a package that is filled to less than its capacity for illegitimate or unlawful
14 reasons.

15 16. Defendant falsely represents the quantity of product in each of the
16 Products' opaque packaging. The size of each package leads reasonable consumers
17 to believe they are purchasing a package full of product when, in reality, consumers
18 are actually receiving significantly less than what is represented by the size of the
19 package.

20 17. Even if consumers had a reasonable opportunity to review, prior to the
21 point of sale, other representations of quantity, such as net weight or serving
22 disclosures, they did not and would not have reasonably understood or expected
23 such representations to translate to a quantity product meaningfully different from
24 the size of the package.

25 18. Prior to the point of sale, the Products' packaging does not allow for
26 confirmation of the contents of the Products. The Products' opaque packaging
27 prevents a consumer from observing the contents before opening them. Even if a
28 reasonable consumer were to "shake" or otherwise inspect the package before

1 opening it, the reasonable consumer would not be able to discern the presence of
2 any nonfunctional slack-fill, let alone the significant amount of nonfunctional
3 slack-fill that is present in the package.

4 19. The other information that Defendant provides about the quantity of
5 product on the front and back labels of the Products does not enable reasonable
6 consumers to form any meaningful understanding about how to gauge the quantity
7 of contents of the Products as compared to the size of the package itself. For
8 instance, the front of the Products' packaging does not have any labels that would
9 provide Plaintiff with any meaningful insight as to the amount of product to be
10 expected, such as a fill line.

11 20. Disclosures of net weight and serving sizes in ounces, pounds, or
12 grams do not allow the reasonable consumer to make any meaningful conclusions
13 about the quantity of product contained in the Products' packages that would be
14 different from their expectation that the quantity of product is commensurate with
15 the size of the package.

16 21. Plaintiff was genuinely interested in consuming and enjoying the
17 Products—and she did so, but with disappointment that the packages were mostly
18 empty and full of air. Plaintiff would not have purchased the Products had she
19 known that the Products contained slack-fill that serves no functional or lawful
20 purpose, and she would have consumed the entirety of the contents if the package
21 was filled to her expectations.

22 **None of the Slack-Fill Statutory Exceptions Apply to the Products**

23 22. Pursuant to 21 C.F.R. § 100.100(a), any opaque food package “shall
24 be considered to be filled as to be misleading if it contains nonfunctional slack-
25 fill.” *Id.* Nonfunctional slack-fill is empty space within packaging that is filled to
26 less than its capacity for reasons other than provided for in the enumerated slack
27 fill exceptions.

28 ///

1 **A. 21 C.F.R. 100.10(a)(1) — Protection of the Contents**

2 23. The slack-fill in the Products’ packages does not protect the contents
3 of the packages. In fact, empty space does not protect the Products.

4 **B. 21 C.F.R. 100.100(a)(2) — Requirements of the Machines**

5 24. The machines used to package the Products would not be affected if
6 there was more product added. At most, a simple recalibration of the machines
7 would be required. Upon information and belief, adjusting these machines is rather
8 simple.

9 25. Because the packages are filled to less than half of their capacity,
10 Defendant can increase the Products’ fill level significantly without affecting how
11 the packages are sealed, or it can disclose the fill-level on the outside labeling to
12 inform consumers of the amount of product actually in the package, consistent with
13 the law.

14 **C. 21 C.F.R. 100.100(a)(3) — Settling During Shipping and Handling**

15 26. The slack-fill present in the Products’ packages is not a result of the
16 product settling during shipping and handling. Given the Products’ density, shape,
17 and composition, any settling occurs immediately at the point of fill. No measurable
18 product settling occurs during subsequent shipping and handling.

19 **D. 21 C.F.R. 100.100(a)(4) — Specific Function of Package**

20 27. The packages do not perform a specific function that necessitates the
21 slack-fill. This safe harbor would only apply if a specific function were “inherent
22 to the nature of the food and [] clearly communicated to consumers.” The packages
23 do not perform a function that is inherent to the nature of the food. Defendant did
24 not communicate a specific function to consumers, making this provision
25 inapplicable.

26 **E. 21 C.F.R. 100.100(a)(5) — Reusable Package**

27 28. The Products’ packaging is not reusable or of any significant value to
28 the Products, independent of its function to hold the product. The packages are

1 intended to be discarded immediately after the product is used.

2 **F. 21 C.F.R. 100.100(a)(6) — Inability to Increase Fill or Decrease**
3 **Package Size**

4 29. The slack-fill present in the packages does not accommodate required
5 labeling, discourage pilfering, facilitate handling, or prevent tampering.

6 30. Defendant can easily increase the quantity of product in each package
7 (or, alternatively, decrease the size of the packages) significantly.

8 31. Because none of the safe harbor provisions apply to the Products'
9 packaging, the packages contain nonfunctional slack-fill in violation of 21 C.F.R.
10 100.100 and are, therefore, misleading as a matter of law.

11 32. Defendant's false, deceptive, and misleading label statements are
12 unlawful under state consumer protection and packaging laws.

13 33. Defendant's misleading and deceptive practices proximately caused
14 harm to Plaintiff by causing her to spend more money than she would have
15 otherwise spent had Plaintiff known the extent of the Products' non-functional
16 slack-fill.

17 **CLASS ACTION ALLEGATIONS**

18 34. Plaintiff brings this action on behalf of herself and all persons
19 similarly situated pursuant to Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of
20 Civil Procedure and seeks certification of the following class:

21 All persons in the United States who purchased one or more of
22 Wilde's products for personal use and not for resale during the four
23 years prior to the filing of this Complaint to the present (the "Class
24 Period").

25 35. The above-described class of persons shall hereafter be referred to as
26 the "Class." Excluded from the Class are any and all past or present officers,
27 directors, or employees of Defendants, any judge who presides over this action,
28 and any partner or employee of Class Counsel. Plaintiff reserves the right to

1 expand, limit, modify, or amend this class definition, including the addition of one
2 or more subclasses, in connection with her motion for class certification, or at any
3 other time, based upon, *inter alia*, changing circumstances and/or new facts
4 obtained during discovery.

5 36. In the alternative, Plaintiff seeks certification of the following class
6 pursuant to Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure:

7 All persons in the State of California who purchased one or more of
8 Wilde's products for personal use and not for resale during the four
9 years prior to the filing of this Complaint to the present.

10 37. **Numerosity**. The Class is so numerous that joinder of all members in
11 one action is impracticable. The exact number and identities of the members of the
12 Class is unknown to Plaintiff at this time and can only be ascertained through
13 appropriate discovery, but on information and belief, Plaintiff alleges that there are
14 thousands of members of the Class. The precise number of Class members is
15 unknown to Plaintiff.

16 38. **Typicality**. Plaintiff's claims are typical of those of other members of
17 the Class, all of whom have suffered similar harm due to Defendants' course of
18 conduct as described in this Complaint. All Class members have been deceived (or
19 were likely to be deceived) by Wilde's false and deceptive advertising scheme, as
20 alleged in this Complaint. Plaintiff is advancing the same claims and legal theories
21 on behalf of herself and all Class members.

22 39. **Adequacy of Representation**. Plaintiff is an adequate representative
23 of the Class and will fairly and adequately protect the interests of the Class. Plaintiff
24 has retained attorneys who are experienced in the handling of complex litigation
25 and class actions, and Plaintiff and her counsel intend to prosecute this action
26 vigorously. Plaintiff has no antagonistic or adverse interests to those of the Class.

27 40. **Existence and Predominance of Common Questions of Law or**
28 **Fact**. Common questions of law and fact exist as to all members of the Class that

1 predominate over any questions affecting only individual members of the Class.
2 These common legal and factual questions, which do not vary among members of
3 the Class, and which may be determined without reference to the individual
4 circumstances of any member of the Class, include, but are not limited to, the
5 following:

- 6 a) Whether, during the Class Period, Defendants sold their chips in
7 oversized packages filled mostly with air, thereby misleading
8 consumers about the actual quantity of product they are purchasing.
- 9 b) Does Defendants’ deceptive marketing scheme constitute an
10 “unlawful,” “unfair,” or “fraudulent” business practice in violation
11 of the California Unfair Competition Law, Cal. Bus & Prof. Code
12 §§ 17200, *et seq.*?
- 13 c) Does Defendants’ deceptive marketing scheme constitute “unfair,
14 deceptive, untrue or misleading advertising” in violation of the
15 California Unfair Competition Law, Cal. Bus & Prof. Code §§
16 17200, *et seq.*?
- 17 d) Whether Defendants’ selling their chips in oversized packages
18 filled mostly with air are false representations.
- 19 e) Whether and when Defendants learned that their chips are sold in
20 oversized packages filled mostly with air.
- 21 f) Whether Defendants had a duty to disclose to their customers that
22 they sell their chips in oversized packages filled mostly with air.
- 23 g) To what extent did Defendants’ conduct cause, and continue to
24 cause, harm to the Class?
- 25 h) Whether the members of the Class are entitled to damages and/or
26 restitution.
- 27 i) What type of injunctive relief is appropriate and necessary to enjoin
28 Defendants from continuing to engage in false or misleading

1 advertising?

2 j) Whether Defendants' conduct was undertaken with conscious
3 disregard of the rights of the members of the Class and was done
4 with fraud, oppression, and/or malice.

5 41. **Superiority**. A class action is superior to other available methods for
6 the fair and efficient adjudication of this controversy because individual litigation
7 of the claims of all members of the Class is impracticable. Requiring each
8 individual class member to file an individual lawsuit would unreasonably consume
9 the amounts that may be recovered. Even if every member of the Class could afford
10 individual litigation, the adjudication of at least thousands of identical claims
11 would be unduly burdensome to the courts. Individualized litigation would also
12 present the potential for varying, inconsistent, or contradictory judgments and
13 would magnify the delay and expense to all parties and to the court system resulting
14 from multiple trials of the same factual issues.

15 42. By contrast, the conduct of this action as a class action, with respect
16 to some or all of the issues presented, presents no management difficulties,
17 conserves the resources of the parties and of the court system, and protects the
18 rights of the members of the Class. Plaintiff anticipates no difficulty in the
19 management of this action as a class action. The prosecution of separate actions by
20 individual members of the Class may create a risk of adjudications with respect to
21 them that would, as a practical matter, be dispositive of the interests of the other
22 members of the Class who are not parties to such adjudications, or that would
23 substantially impair or impede the ability of such non-party Class members to
24 protect their interests.

25 43. **Ascertainability**. Upon information and belief, Defendants keep
26 extensive computerized records of their sales and customers through, among other
27 things, databases storing customer orders, customer order histories, customer
28 profiles, customer loyalty programs, and general marketing programs. Defendants

1 have one or more databases through which a significant majority of members of
2 the Class may be identified and ascertained, and they maintain contact information,
3 including email addresses and home addresses (such as billing, mailing, and
4 shipping addresses), through which notice of this action is capable of being
5 disseminated in accordance with due process requirements.

6 44. The California Class also satisfies each of the class action
7 requirements set forth above. The allegations set forth above with regards to the
8 Class, therefore, apply equally to the California Class.

9 **CLAIMS FOR RELIEF**

10 **First Cause of Action**

11 **Violations of California’s Unfair Competition Law,**

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

13 **(By Plaintiff Against Defendants on Behalf of Herself and the Class)**

14 45. Plaintiff repeats and re-alleges the allegations contained in every
15 preceding paragraph as if fully set forth herein.

16 46. California Business and Professions Code §§ 17200 *et seq.*, also
17 known as the California Unfair Competition Law (“UCL”), prohibits acts of “unfair
18 competition,” including any “unlawful, unfair or fraudulent business act or
19 practice” as well as “unfair, deceptive, untrue or misleading advertising.” Cal. Bus.
20 & Prof. Code § 17200.

21 47. The UCL imposes strict liability. Plaintiff need not prove that Wilde
22 intentionally or negligently engaged in unlawful, unfair, or fraudulent business
23 practices—but only that such practices occurred.

24 **“Unlawful” Actions**

25 48. A cause of action may be brought under the “unlawful” prong of the
26 UCL if a practice violates another law. Such an action borrows violations of other
27 laws and treats these violations, when committed pursuant to business activity, as
28 unlawful practices independently actionable under the UCL. The violation of any

1 law constitutes an “unlawful” business practice under the UCL.

2 49. Here, by engaging in false advertising, as well as the false, deceptive,
3 and misleading conduct alleged above, Defendants have engaged in unlawful
4 business acts and practices in violation of the UCL, including violations of state
5 and federal laws and regulations, such as 21 C.F.R § 100.100; California Business
6 & Professions Code section 17500; and California Civil Code sections 1770(a)(5)
7 & (9).

8 50. Wilde’s practices also violate California Business and Professions
9 Code § 12606.2—which incorporates 21 C.F.R § 100.100—and generally prohibits
10 the creation, formation or filling of food containers as to be misleading. Cal. Bus.
11 & Prof. Code § 12606.2(b). “A container that does not allow the consumer to fully
12 view its contents shall be considered to be filled as to be misleading if it contains
13 nonfunctional slack fill.” *Id.* § 12606.2(c).

14 51. “Slack fill is the difference between the actual capacity of a container
15 and the volume of product contained therein.” *Id.* Nonfunctional slack fill is the
16 empty space in a package that is filled to substantially less than its capacity for
17 reasons other than any one or more of the following: (1) protection of the contents
18 of the package; (2) the requirements of the machines used for enclosing the contents
19 in the package; (3) unavoidable product settling during shipping and handling; (4)
20 the need for the package to perform a specific function, such as where packaging
21 plays a role in the preparation or consumption of a food, if that function is inherent
22 to the nature of the food and is clearly communicated to consumers; (5) the fact
23 that the product consists of a food packaged in a reusable container where the
24 container is part of the presentation of the food and has value that is both significant
25 in proportion to the value of the product and independent of its function to hold the
26 food, such as a gift product consisting of a food or foods combined with a container
27 that is intended for further use after the food is consumed or durable
28 commemorative or promotional packages; and (6) inability to increase the level of

1 fill or to further reduce the size of the package, such as where some minimum
2 package size is necessary to accommodate required food labeling exclusive of any
3 vignettes or other nonmandatory designs or label information, discourage pilfering,
4 facilitate handling, or accommodate tamper-resistant devices. *Id.*

5 52. Here, Wilde’s chips contain nonfunctional slack fill for at least several
6 reasons: (i) Wilde’s chips are hard and not at any serious risk of breaking, (ii) the
7 empty space in the packaging is not to protect the chips, and in fact, makes it more
8 likely the chips will break or sustain damage during shipping and handling, (iii) the
9 machines used for enclosing the contents of the package have the capacity to add
10 more content to the packages used to enclose their contents, (iv) the slack fill in the
11 package is not due to unavoidable settling of the chips during shipping and
12 handling, (v) the chips’ package does not perform a specific function that requires
13 slack fill, is not reusable, and does not provide any significant value to the product,
14 and (vi) Wilde could easily increase the quantity of chip pieces in the package or
15 decrease the package size.

16 53. Moreover, as detailed below in the Second Claim for Relief,
17 Defendants’ conduct also violates the California Consumers Legal Remedies Act
18 (“CLRA”). *See* Cal. Civ. Code §§ 1750, *et seq.* More specifically, Defendants
19 violated the CLRA’s provisions prohibiting businesses from (i) “[r]epresenting that
20 goods or services have sponsorship, approval, characteristics, ingredients, uses,
21 benefits, or quantities that they do not have or that a person has a sponsorship,
22 approval, status, affiliation, or connection that the person does not have,” Cal. Civ.
23 Code § 1770(a)(5), and (ii) “[a]dvertising goods or services with the intent not to
24 sell them as advertised.” *Id.*, § 1770(a)(9).

25 **“Unfair” Actions**

26 54. A business act or practice is “unfair” under the UCL if it offends an
27 established public policy or is immoral, unethical, oppressive, unscrupulous or
28 substantially injurious to consumers, and that unfairness is determined by weighing

1 the reasons, justifications, and motives of the practice against the gravity of the
2 harm to the alleged victims.

3 55. Here, Defendants’ actions constitute “unfair” business acts or
4 practices because, as alleged above, Defendants engaged in a misleading and
5 deceptive marketing scheme by advertising and selling their chips in oversized
6 packages filled mostly with air, thereby misleading consumers (including Plaintiff)
7 about the actual quantity of product they are purchasing. Defendants’ deceptive
8 marketing practice gave consumers the false impression that their products were
9 worth more than they actually were. Defendants’ acts and practices therefore
10 offended an established public policy, and they engaged in immoral, unethical,
11 oppressive, and unscrupulous activities that are substantially injurious to
12 consumers.

13 56. The harm to Plaintiff and members of the Class outweighs the utility
14 of Defendants’ practices. There were reasonably available alternatives to further
15 Defendants’ legitimate business interests, other than the misleading and deceptive
16 conduct described in this Complaint.

17 **“Fraudulent” Actions**

18 57. A business act or practice is “fraudulent” within the meaning of the
19 UCL if members of the public are likely to be deceived.

20 58. Here, members of the public are likely to be deceived by Defendants’
21 conduct as alleged above. *See Oh v. Fresh Bellies, Inc.*, No. CV 24-5417 PSG
22 (JPRx), 2024 WL 4500727, at *5 (C.D. Cal. Oct. 15, 2024) (“For claims based on
23 deceptive product packaging or labeling, many courts in California have applied a
24 ‘relatively straightforward test for the application of Rule 9(b):’ The ‘who’ is the
25 defendant; the ‘what’ is the allegedly misleading packaging; the ‘when’ is the
26 proposed class period during which time the packaging was deceptive; the ‘where’
27 is the packaging containing the allegedly misleading statement—or in the case of
28 deceptive packaging, the packaging itself—and the ‘how’ is the plaintiff’s

1 explanation for why the packaging is misleading.”) (citation omitted).

2 59. That test (for pleading deceptive product packaging or labeling) is
3 easily satisfied here: the “who” is Wilde; the misleading representation, or the
4 “what,” is the filling of its protein chips in an oversized package, which implies to
5 the reasonable consumer that the package had more chips than it actually contained;
6 the “how” is Wilde’s filling its package with a significant amount of nonfunctional
7 slack fill; the “when” is the date Plaintiff purchased the Products (September 24,
8 2025); the “where” is retail stores in California; and the “why” is to induce
9 consumers to purchase Wilde’s chips, to cause consumers to pay more for Wilde’s
10 chips, and to take market share and profits from its competitors.

11 60. Plaintiff and each member of the Class suffered an injury in fact and
12 lost money or property as a result of Defendants’ unlawful, unfair, and/or
13 fraudulent business practices, and as a result of Defendants’ unfair, deceptive,
14 untrue or misleading advertising.

15 61. Plaintiff, on behalf of herself and the members of the Class, seeks
16 disgorgement of all moneys received by Defendants through the conduct described
17 above.

18 62. Plaintiff, on behalf of herself and the members of the Class, seeks a
19 temporary, preliminary, and/or permanent injunction from this Court prohibiting
20 Defendants from engaging in the patterns and practices described herein, including
21 but not limited to, putting a stop to their deceptive selling practices (selling chips
22 in oversized packages).

23 63. Injunctive relief is necessary to prevent future harm to consumers,
24 including Plaintiff, who would like to purchase the Products in the future. Every
25 day, consumers like Plaintiff are misled into believing they are purchasing a
26 product that had more chips than it actually contained. Without injunctive relief,
27 Defendants will continue to mislead consumers, and consumers will purchase
28 products they otherwise would not have purchased because they will be unable to

1 determine whether they are actually purchasing products with mostly air.

2 **Second Cause of Action**

3 **Violation of the California Consumers Legal Remedies Act,**

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

5 **(By Plaintiff Against Defendants on Behalf of Herself and the Class)**

6 64. Plaintiff repeats and re-alleges the allegations contained in every
7 preceding paragraph as if fully set forth herein.

8 65. The Consumer Legal Remedies Act of 1970, Cal. Civ. Code §§ 1750,
9 *et seq.* (the “CLRA”) is a California consumer protection statute which allows
10 plaintiffs to bring private civil actions for “unfair methods of competition and
11 unfair or deceptive acts or practices undertaken by any person in a transaction . . .
12 which results in the sale or lease of goods or services to any consumer.” Cal. Civ.
13 Code § 1770(a). The purposes of the CLRA are “to protect consumers against
14 unfair and deceptive business practices and to provide efficient and economical
15 procedures to secure such protection.” Cal. Civ. Code § 1760.

16 66. Plaintiff and each member of the Class are “consumers” as defined by
17 California Civil Code section 1761(d). Defendants’ sales of chips to Plaintiff and
18 the Class were “transactions” within the meaning of California Civil Code section
19 1761(e). The products purchased by Plaintiff and the Class are “goods” within the
20 meaning of California Civil Code section 1761(a).

21 67. Defendants violated and continue to violate the CLRA by engaging in
22 the following practices prohibited by California Civil Code section 1770(a) in
23 transactions with Plaintiff and the Class which were intended to result in, and did
24 result in, the sale of Wilde’s products:

- 25 (1) Representing that goods or services have sponsorship, approval,
26 characteristics, ingredients, uses, benefits, or quantities that
27 they do not have or that a person has a sponsorship, approval,
28 status, affiliation, or connection that the person does not have;

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and
(2) Advertising goods or services with the intent not to sell them as advertised.

Cal. Civ. Code §§ 1770(a)(5) & (9).

68. With regards to section 1770(a)(5), Defendants misrepresented the Products as having characteristics and quantities that they did not have, e.g., that the Products are free of nonfunctional slack-fill when they are not. In doing so, Defendants intentionally misrepresented and concealed material facts from Plaintiff. Said misrepresentations and concealment were done with the intention of deceiving Plaintiff and depriving Plaintiff of rights and money.

69. With regards to section 1770(a)(9), Defendants advertised and represented that their protein chips contained significantly more chips than they actually did (given that the packages contained mostly air).

70. As to this cause of action, at this time, Plaintiff seeks only injunctive relief. Pursuant to Cal. Civ. Code § 1782, in conjunction with the filing of this action, Plaintiff's counsel is notifying Defendants by separate letter of the particular violations of the CLRA and demanding that they correct or agree to correct the actions described in this Complaint. If Defendants fail to do so, Plaintiff shall amend her Complaint as of right (or otherwise seek leave to amend the Complaint) to include compensatory and monetary damages to which Plaintiff and the Class is entitled under the CLRA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Anna Fischer prays for relief and judgment in favor of herself and the Classes as follows:

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1 **On the First Cause of Action for Violations of the Unfair Competition Law**

2 **(Cal. Bus. & Prof. Code §§ 17200, et seq.)**

3 A. For an order certifying that the action be maintained as a class action,
4 that Plaintiff be designated the class representative, and that undersigned counsel
5 be designated as class counsel.

6 B. For an award of equitable and declaratory relief.

7 C. For pre- and post-judgment interest and costs of suit incurred herein.

8 D. For attorneys' fees incurred herein pursuant to California Code of
9 Civil Procedure section 1021.5, or to the extent otherwise permitted by law.

10 E. For such other and further relief as the Court may deem just and
11 proper.

12 **On the Second Cause of Action for Violations of the Consumers Legal**

13 **Remedies Act (Cal. Civ. Code §§ 1750, et seq.)**

14 A. For an order certifying that the action be maintained as a class action,
15 that Plaintiff be designated the class representative, and that undersigned counsel
16 be designated as class counsel.

17 B. For an injunction putting a stop to the deceptive and misleading
18 conduct described herein and ordering Defendants to correct their deceptive and
19 misleading advertising and selling practices.

20 C. For pre- and post-judgment interest and costs of suit incurred herein.

21 D. For attorneys' fees incurred herein pursuant to California Civil Code
22 section 1780, or to the extent otherwise permitted by law.

23 E. For such other and further relief as the Court may deem just and
24 proper.

25 **DEMAND FOR JURY TRIAL**

26 Plaintiff, on behalf of herself and the Class, hereby demands a trial by jury
27 pursuant to Federal Rule of Civil Procedure 38(b) on all claims so triable.

28 DATED: September 30, 2025

Respectfully submitted,

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KJC LAW GROUP, A.P.C.

By: /s/ Kevin J. Cole

Attorney for Plaintiff
Anna Fischer