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16 **UNITED STATES DISTRICT COURT**
17 **SOUTHERN DISTRICT OF CALIFORNIA**

18 ALBERT FRIED, on behalf of himself, all
19 others similarly situated, and the general
20 public,

21 Plaintiff,

22 v.

23 ALDI FOODS INC.,

24 Defendant.

Case No: '26CV0439 JLS KSC

CLASS ACTION

**COMPLAINT FOR CONSUMER
FRAUD AND BREACH OF
EXPRESS AND IMPLIED
WARRANTIES**

DEMAND FOR JURY TRIAL

1 Plaintiff Albert Fried, on behalf of himself, all others similarly situated, and the general
2 public, by and through his undersigned counsel, brings this action against ALDI Foods Inc.
3 (“ALDI” or “Defendant”), and alleges the following upon his own knowledge, or where he
4 lacks personal knowledge, upon information and belief, including the investigation of his
5 counsel.

6 **INTRODUCTION**

7 1. Through its private-label brand, “Nature’s Nectar,” Defendant markets and sells
8 a variety of purported “100%” juice beverages, including at least Apple, Cranberry, Mango
9 Tangerine, Grape, White Grape, and Mango Passion Juices (the “Products”¹).

10 2. Defendant represents the Products are pure juice because that claim appeals to a
11 significant segment of consumers who prefer pure juice products to juice products made with
12 additional, fortifying ingredients.

13 3. Plaintiff and other consumers purchased the Products believing, based on
14 Defendant’s labeling, that they were 100%, pure juice.

15 4. In truth, the Products are made with additional ingredients, including fortifying
16 ingredients, rendering any labeling or marketing claim that the Products are “100% Juice”
17 literally false, and misleading.

18 5. Plaintiff brings this action on behalf of himself, similarly-situated Class
19 Members, and the general public, to enjoin Defendant from deceptively marketing the
20 Products in this manner, and to recover compensation for injured Class Members.

21 **JURISDICTION & VENUE**

22 6. This Court has original jurisdiction over this action under 28 U.S.C. § 1332(d)(2)
23 (The Class Action Fairness Act) because the matter in controversy exceeds the sum or value
24 of \$5,000,000, exclusive of interest and costs, and at least one member of the class of Plaintiff
25 is a citizen of a State different from Defendant. In addition, more than two-thirds of the
26

27 ¹ To the extent any additional flavors or varieties were sold during the Class Period with the
28 same false labeling alleged herein, this Complaint should be read to include them.

1 members of the class reside in states other than the state in which Defendant is a citizen and
2 in which this case is filed, and therefore any exceptions to jurisdiction under 28 U.S.C. §
3 1332(d) do not apply.

4 7. The Court has personal jurisdiction over Defendant because it has purposely
5 availed itself of the benefits and privileges of conducting business activities within California,
6 including by distributing and selling the Products in California.

7 8. Venue is proper in this Southern District of California pursuant to 28 U.S.C. §
8 1391(b) and (c), because Defendant resides (*i.e.*, is subject to personal jurisdiction) in this
9 district, and because a substantial part of the events or omissions giving rise to the claims
10 occurred in this district.

11 **PARTIES**

12 9. Plaintiff Albert Fried is a California citizen because he resides and intends to
13 continue to reside in Riverside County, California.

14 10. Defendant ALDI Foods Inc. is an Illinois corporation with its principal place of
15 business in Batavia, Illinois.

16 **FACTS**

17 **I. DEFENDANT FALSELY LABELS THE PRODUCTS AS “100% JUICE”**

18 11. As Defendant knows, many consumers prefer, are willing to pay more for, and
19 willing to purchase more often, juice products that are “100% Juice,” as opposed to those
20 containing additional ingredients. For example, because “100% juice carrie[s] engagement
21 with consumers,” in 2025, “[s]eventy-four percent of juice drink consumers . . . purchased
22 100% juice” compared only to 47% who purchased other juice drinks.²

23 12. Estimates put the U.S. 100% juice business at \$9.79 billion annually as of 2024.
24
25

26 ² Chloe Alverson, “2025 State of the Beverage Industry: Innovation Breathes New Life into
27 Juice Market,” *Beverage Indus.* (July 17, 2025), available at
28 [https://www.bevindustry.com/articles/97650-2025-state-of-the-beverage-industry-
innovation-breathes-new-life-into-juice-market](https://www.bevindustry.com/articles/97650-2025-state-of-the-beverage-industry-innovation-breathes-new-life-into-juice-market).

1 13. “100% Juice” claims are material to consumers because the “simplicity cut[s]
2 through consumers’ decision-making process.”³ By utilizing “100% Juice” claims, as
3 Defendant does, “[t]here’s just less thinking involved” for consumers, who “don’t have to
4 overanalyze the ingredients or wonder what else is in there They know what they’re
5 getting and can get in and out of stores, which can be sensory nightmares.”⁴

6 14. During at least the four years preceding the filing of this Complaint and
7 continuing today, Defendant has leveraged this consumer preference by prominently labeling
8 the Products as “100% Juice.” This is true of each variety of Products complained of herein.
9 Exemplars of this labeling appear below.



3 *Id.*

4 *Id.*

1 15. All Products are labeled with the same, unqualified “100% Juice” claim.
2 Reasonable consumers, including Plaintiff, interpret “100% Juice” to mean what it says: that
3 the Products consist exclusively of the natural constituents of fruit juice and have not been
4 nutritionally engineered or fortified.

5 **II. DEFENDANT’S “100% JUICE” PRODUCTS CONTAIN SYNTHETIC**
6 **ASCORBIC ACID**

7 16. Ascorbic acid was discovered in 1912, isolated in 1928, and first chemically
8 synthesized in 1933.⁵ By the 1960s, China was mass producing it.⁶ Synthetic ascorbic acid,
9 like that found in the Products, is typically derived from GMO corn and is heavily processed
10 compared to Vitamin C from natural food sources.⁷

11 17. Practically speaking, virtually all Vitamin C found in mass-produced foods and
12 beverages today, including the Products, is the low-cost, lab-made form: “[d]ue to the
13 availability of synthetic sources of ascorbic acid, it has become the primary source of the
14 substance for food handling and processing applications.”⁸

15 18. Contrary to the Products’ label claims, the Products are not “100% Juice.”
16 Rather, Defendant adds synthetic ascorbic acid to the Products’ filtered water and juice
17 concentrates to increase their Vitamin C content. As a result, the Products’ Vitamin C levels
18 materially exceed the naturally occurring Vitamin C levels present in apple, cranberry, grape,
19 and citrus juices.

20 19. For example, natural apple and cranberry juices contain only a modest fraction
21 of the Daily Value (“DV”) for Vitamin C per serving, whereas ALDI’s “100% Juice” Apple
22

23 ⁵ *Natural vs. Synthetic Vitamin C*, PURE SYNERGY, available at
<https://thesynergycompany.com/blogs/news/natural-vs-synthetic-vitamin-c>.

24 ⁶ *Id.*

25 ⁷ *Beware of Ascorbic Acid: Synthetic Vitamin C*, NORTH COAST ORGANIC, available at
26 <https://www.northcoast.organic/beware-ascorbic-acid-synthetic-vitamin-c>.

27 ⁸ *Ascorbic Acid Handling/Processing: Technical Evaluation Report*, USDA AGRIC. MKTG.
28 SERV. NAT’L ORGANIC PROGRAM (July 17, 2019), available at
<https://www.ams.usda.gov/sites/default/files/media/AscorbicAcidTRFinal7172019.pdf>.

1 contains 80% of the Vitamin C DV, and its Cranberry Product provides 100% of the DV. The
2 same is true, to varying degrees, for each of the Products.

3 20. This Vitamin C content is not incidental to ordinary juice processing or
4 preservation. Instead, it reflects Defendant’s intentional nutrient fortification, materially
5 altering the Products from their pure, “100% Juice” state. A beverage that has been fortified
6 with synthetic ascorbic acid is not compositionally identical to pure fruit juice and cannot
7 truthfully be marketed as “100% Juice.”

8 21. Though Defendant sometimes pairs the “100% Juice” claim with statements
9 such as, “from concentrate with added ingredient,” and with front-label Vitamin C Daily
10 Value callouts, these statements are contradictory, and likely to confuse reasonable
11 consumers who understand “100% juice” to mean only what naturally comes from fruit, *i.e.*,
12 juice which has not been fortified. That is especially true when considering “100% Juice”
13 claims, like here, *cause* consumers to be less concerned with other aspects of the label or to
14 “wonder what else is in there,” *see, supra* ¶ 13.

15 **III. THE PRODUCTS’ LABELING VIOLATES THE LAW**

16 22. Defendant’s labeling of the Products as “100% Juice” violates the California
17 Health and Safety Code, which states, “Any food is misbranded if its labeling is false or
18 misleading in any particular.” Cal. Health & Safety Code § 110660; *see also* 21 U.S.C. §
19 343(a) (any food is misbranded where its “label is false or misleading in any particular.”).

20 23. The Products’ “100% Juice” claims are false or misleading for the reasons
21 described herein.

22 **IV. PLAINTIFF’S PURCHASE, RELIANCE, AND INJURY**

23 24. During the four years preceding the filing of this Complaint, Plaintiff Albert
24 Fried occasionally purchased Defendant’s Nature’s Nectar branded “100% Juice” Apple
25 Juice from ALDI locations in Vista and San Marcos, California and other locations. He
26 purchased the Products approximately once per month during the four years preceding the
27 date of this Complaint, with his last purchase in November 2025, when he realized the
28 Products were made with added, synthetic ascorbic acid, and were not 100% juice.

1 25. When purchasing the product, Mr. Fried was seeking a beverage that was truly
2 “100% juice,” meaning comprised exclusively of fruit juice, and not containing added
3 ingredients, especially synthetic ingredients. Whether the product was composed solely of
4 juice was material to his purchasing decision, because he specifically sought products
5 represented as pure juice rather than juice with added ingredients.

6 26. When purchasing Nature’s Nectar Apple Juice, Mr. Fried was exposed to, read,
7 and relied on the label claim, “100% Juice,” which conveyed to him that the product consisted
8 entirely of juice and did not contain added ingredients.

9 27. The “100% Juice” representation was and is deceptive because the Products,
10 including ALDI’s Nature’s Nectar Apple Juice, are made with additional ingredients,
11 including at least synthetic ascorbic acid. A beverage that has been fortified with synthetic
12 ascorbic acid is not compositionally identical to pure fruit juice.

13 28. Mr. Fried acted reasonably in relying on the product’s label. Defendant
14 intentionally placed “100% Juice” on the Products’ labels with the intent to induce average
15 consumers, like Plaintiff, into believing the Products are 100% juice, and purchasing them as
16 a result.

17 29. Mr. Fried paid more for the Nature’s Nectar Apple Juice as falsely and
18 deceptively labeled, and would not have purchased it or would not have been willing to pay
19 as much for it if he knew it was not comprised only of fruit juice.

20 30. The Products cost more than similar products without misleading labeling and
21 would have cost less absent Defendant’s false and misleading statements.

22 31. Through the misleading “100% Juice” labeling claim, Defendant was able to
23 gain a greater share of the market than it would have otherwise and was able to increase the
24 size of the market.

25 32. For these reasons, the Products were worth less than what Mr. Fried and oher
26 Class Members paid for them.

1 33. Mr. Fried and other Class Members lost money because of Defendant’s
2 deceptive claims and practices in that they did not receive what they paid for when purchasing
3 the Products.

4 34. Mr. Fried intends to purchase 100% fruit juice drinks in the future and expects
5 to continue shopping at ALDI stores where the Products are sold. He would purchase
6 Products again if they were labeled truthfully. However, absent injunctive relief, Mr. Fried
7 cannot rely on Defendant’s “100% Juice” representations to make future purchasing
8 decisions, because he has no way to know—at the point of sale—whether the Products are
9 accurately labeled without scrutinizing ingredient lists and conducting investigations ordinary
10 consumers do not undertake at the point of sale, including determining whether any non-juice
11 or non-natural ingredients have been added. This ongoing inability to rely on the Products’
12 labeling constitutes a continuing injury that can be remedied only through injunctive relief.

13 35. Plaintiff’s substantive right to a marketplace free of fraud, where he is entitled
14 to rely with confidence on representations made by Defendant, continues to be violated every
15 time Plaintiff is exposed to the Products’ misleading labeling claims.

16 36. Plaintiff’s legal remedies are inadequate to prevent these future injuries.

17 **CLASS ACTION ALLEGATIONS**

18 37. While reserving the right to redefine or amend the class definition prior to or as
19 part of a motion seeking class certification, pursuant to Federal Rule of Civil Procedure 23,
20 Plaintiff seeks to represent a class of all persons in California who, at any time from four
21 years prior to the date of filing of this Complaint to the time a class is notified (the “Class
22 Period”), purchased, for personal or household use, and not for resale or distribution, any of
23 the Products (the “Class”).

24 38. The members in the proposed Class are so numerous that individual joinder of
25 all members is impracticable, and the disposition of the claims of all Class Members in a
26 single action will provide substantial benefits to the parties and Court.

27 39. Questions of law and fact common to Plaintiff and the Class include:
28

1 a. Whether Defendant communicated a message that the Products are
2 comprised of 100% juice and therefore do not include additional ingredients;

3 b. Whether that message was material, or likely to be material, to a
4 reasonable consumer;

5 c. Whether the challenged claim, “100% Juice,” is false, misleading, or
6 reasonably likely to deceive a reasonable consumer;

7 d. Whether Defendant’s conduct is unfair or violates public policy;

8 e. Whether Defendant’s conduct violates state or federal food statutes or
9 regulations;

10 f. Whether Defendant made and breached warranties;

11 g. The proper amount of damages, including punitive damages;

12 h. The proper amount of restitution;

13 i. The proper scope of injunctive relief; and

14 j. The proper amount of attorneys’ fees.

15 40. These common questions of law and fact predominate over questions that affect
16 only individual Class Members.

17 41. Plaintiff’s claims are typical of Class Members’ claims because they are based
18 on the same underlying facts, events, and circumstances relating to Defendant’s conduct.
19 Specifically, all Class Members, including Plaintiff, were subjected to the same misleading
20 and deceptive conduct when they purchased the Products and suffered economic injury
21 because the Products are misrepresented. Absent Defendant’s business practice of
22 deceptively and unlawfully labeling the Products, Plaintiff and other Class Members would
23 not have purchased them or would have paid less for them.

24 42. Plaintiff will fairly and adequately represent and protect the interests of the
25 Class, has no interests incompatible with the interests of the Class, and has retained counsel
26 competent and experienced in class action litigation, and specifically in litigation involving
27 the false and misleading advertising of foods and beverages.
28

1 43. Class treatment is superior to other options for resolution of the controversy
2 because the relief sought for each Class Member is small, such that, absent representative
3 litigation, it would be infeasible for Class Members to redress the wrongs done to them.

4 44. Defendant has acted on grounds applicable to the Class, thereby making
5 appropriate final injunctive and declaratory relief concerning the Class as a whole.

6 45. As a result of the foregoing, class treatment is appropriate under Fed. R. Civ. P.
7 23(a), 23(b)(2), and 23(b)(3).

8 **CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**

10 **Violations of the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.***

11 46. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint
12 as if set forth in full herein.

13 47. The UCL prohibits any “unlawful, unfair or fraudulent business act or practice.”
14 Cal. Bus. & Prof. Code § 17200.

15 48. The acts, omissions, misrepresentations, practices, and non-disclosures of
16 Defendant as alleged herein constitute business acts and practices.

17 **Fraudulent**

18 49. A statement or practice is fraudulent under the UCL if it is likely to deceive a
19 significant portion of the public, applying an objective reasonable consumer test.

20 50. As set forth herein, Defendant’s “100% Juice” labeling claims are likely to
21 deceive reasonable consumers and the public.

22 **Unlawful**

23 51. The acts alleged herein are “unlawful” under the UCL in that they violate at least
24 the following laws:

- 25 • The False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.*;
- 26 • The Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*;
- 27 • The Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 301 *et seq.*; and
- 28

- 1 • The California Sherman Food, Drug, and Cosmetic Law, Cal. Health & Safety
2 Code §§ 110100 *et seq.*

3 52. By violating these laws, Defendant has engaged in unlawful business acts and
4 practices, which constitute unfair competition within the meaning of Business & Professions
5 Code § 17200.

6 **Unfair**

7 53. Defendant's conduct with respect to the labeling, advertising, and sale of the
8 Products was and is unfair because its conduct was immoral, unethical, unscrupulous, or
9 substantially injurious to consumers, and the utility of its conduct, if any, did and does not
10 outweigh the gravity of the harm to its victims.

11 54. Defendant's conduct with respect to the labeling, advertising, and sale of the
12 Products was and is also unfair because it violates public policy as declared by specific
13 constitutional, statutory or regulatory provisions, including but not necessarily limited to the
14 False Advertising Law, portions of the Federal Food, Drug, and Cosmetic Act, and portions
15 of the California Sherman Food, Drug, and Cosmetic Law.

16 55. Defendant's conduct with respect to the labeling, advertising, and sale of the
17 Products was and is also unfair because the consumer injury was substantial, not outweighed
18 by benefits to consumers or competition, and not one consumers themselves could reasonably
19 have avoided. Specifically, the increase in profits obtained by Defendant through the
20 misleading labeling does not outweigh the harm to Class Members who were deceived into
21 purchasing the Products believing they were comprised only of fruit juice, and not made with
22 additional ingredients, including fortifying ingredients like synthetic ascorbic acid.

23 56. Defendant profited from the sale of the falsely, deceptively, and unlawfully
24 advertised Products to unwary consumers.

25 57. Plaintiff and Class Members are likely to continue to be damaged by
26 Defendant's deceptive trade practices, because Defendant continues to disseminate
27 misleading information. Thus, injunctive relief enjoining Defendant's deceptive practices is
28 proper.

1 58. Defendant’s conduct caused and continues to cause substantial injury to Plaintiff
2 and other Class Members. Plaintiff has suffered injury in fact as a result of Defendant’s
3 unlawful conduct.

4 59. In accordance with Bus. & Prof. Code § 17203, Plaintiff seeks an order enjoining
5 Defendant from continuing to conduct business through unlawful, unfair, and/or fraudulent
6 acts and practices.

7 60. Plaintiff and the Class also seek an order for the restitution of all monies from
8 the sale of the Products, which were unjustly acquired through acts of unlawful competition.

9 **SECOND CAUSE OF ACTION**

10 **Violations of the False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.***

11 61. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint
12 as if set forth in full herein.

13 62. The FAL provides that “[i]t is unlawful for any person, firm, corporation or
14 association, or any employee thereof with intent directly or indirectly to dispose of real or
15 personal property or to perform services” to disseminate any statement “which is untrue or
16 misleading, and which is known, or which by the exercise of reasonable care should be
17 known, to be untrue or misleading.” Cal. Bus. & Prof. Code § 17500.

18 63. It is also unlawful under the FAL to disseminate statements concerning property
19 or services that are “untrue or misleading, and which is known, or which by the exercise of
20 reasonable care should be known, to be untrue or misleading.” *Id.*

21 64. As alleged herein, the labeling, policies, acts, and practices of Defendant relating
22 to the Products misled consumers acting reasonably to believe they are comprised solely of
23 100% juice, and not made with additional ingredients.

24 65. Plaintiff suffered injury in fact as a result of Defendant’s actions as set forth
25 herein because Plaintiff purchased the Products in reliance on Defendant’s false and
26 misleading marketing claim that the Products were “100% Juice.”

27 66. Defendant’s business practices as alleged herein constitute unfair, deceptive,
28 untrue, and misleading advertising pursuant to the FAL because Defendant has marketed the

1 Products in a manner that is untrue and misleading, which Defendant knew or reasonably
2 should have known.

3 67. Defendant profited from the sale of the falsely and deceptively marketed the
4 Products to unwary consumers.

5 68. As a result, Plaintiff, the Class, and the general public are entitled to injunctive
6 and equitable relief, restitution, and an order for the disgorgement of the funds by which
7 Defendant was unjustly enriched.

8 69. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff, on behalf of himself and
9 the Class, seeks an order enjoining Defendant from continuing to engage in deceptive
10 business practices, false advertising, and any other act prohibited by law, including those set
11 forth in this Complaint.

12 **THIRD CAUSE OF ACTION**

13 **Violations of the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.***

14 70. Plaintiff realleges and incorporate the allegations elsewhere in the Complaint as
15 if set forth fully herein.

16 71. The California Consumers Legal Remedies Act (“CLRA”) prohibits deceptive
17 practices in connection with the conduct of a business that provides goods, property, or
18 services primarily for personal, family, or household purposes.

19 72. Defendant’s false and misleading labeling and other policies, acts, and practices
20 were designed to, and did, induce the purchase of the Products for personal, family, or
21 household use by Plaintiff and Class Members, and violated and continue to violate the
22 following sections of the CLRA:

23 a. § 1770(a)(5): representing that goods have characteristics, uses, or
24 benefits which they do not have;

25 b. § 1770(a)(7): representing that goods are of a particular standard, quality,
26 or grade if they are of another;

27 c. § 1770(a)(9): advertising goods with intent not to sell them as advertised;
28 and

1 d. § 1770(a)(16): representing the subject of a transaction has been supplied
2 in accordance with a previous representation when it has not.

3 73. Defendant profited from the sale of the falsely, deceptively, and unlawfully
4 advertised Products to unwary consumers.

5 74. Defendant's wrongful business practices constituted, and constitute, a
6 continuing course of conduct in violation of the CLRA.

7 75. Pursuant to California Civil Code § 1782, more than 30 days before filing this
8 lawsuit, Plaintiff sent to Defendant by certified mail, return receipt requested, written notice
9 of his claims and Defendant's particular violations of the Act, but Defendant has failed to
10 implement remedial measures.

11 76. As a result, Plaintiff and the Class have suffered harm, and therefore seek actual
12 damages resulting from purchases of the Products sold during the Class Period to all Class
13 Members; punitive damages; injunctive relief in the form of modified advertising and a
14 corrective advertising plan; restitution; and attorneys' fees and costs. *See* Cal. Civ. Code §
15 1782(d).

16 77. In compliance with Cal. Civ. Code § 1780(d), an affidavit of venue is filed
17 concurrently herewith.

18 **FOURTH CAUSE OF ACTION**

19 **Breaches of Express Warranties, Cal. Com. Code § 2313(1)**

20 78. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint
21 as if set forth fully herein.

22 79. Through the Products' labeling, Defendant made affirmations of fact or
23 promises, or description of goods, that, *inter alia*, the Products are comprised of 100% fruit
24 juice, and do not contain any additional ingredients.

25 80. These representations were part of the basis of the bargain in that Plaintiff and
26 the Class purchased the Products in reasonable reliance on those statements. Cal. Com. Code
27 § 2313(1).
28

1 81. Defendant breached its express warranty by selling Products that, for the reasons
2 described herein, do not meet the above affirmations, promises, and product descriptions.

3 82. That breach actually and proximately caused injury in the form of the lost
4 purchase price that Plaintiff and Class Members paid for the Products.

5 83. As a result, Plaintiff seeks on behalf of himself and other Class Members, actual
6 damages arising as a result of Defendant's breaches of express warranties, including, without
7 limitation, expectation damages.

8 **FIFTH CAUSE OF ACTION**

9 **Breach of Implied Warranty of Merchantability, Cal. Com. Code § 2314**

10 84. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint
11 as if set forth fully herein.

12 85. Defendant, through its acts set forth herein, in the sale, marketing, and promotion
13 of the Products, made representations, that, *inter alia*, the Products are comprised of 100%
14 fruit juice, and do not contain additional ingredients.

15 86. A “warranty that the goods shall be merchantable is implied in a contract for
16 their sale if the seller is a merchant with respect to goods of that kind.” Cal. Com. Code §
17 2314(1). Defendant is a merchant with respect to the goods of this kind which were sold to
18 Plaintiff and the Class, and there were, in the sale to Plaintiff and the Class, implied warranties
19 that those goods were merchantable.

20 87. In order for goods to be “merchantable,” they must “[c]onform to the promises
21 or affirmations of fact made on the container or label.” Cal. Com. Code § 2314(2)(f).

22 88. Defendant breached that warranty of merchantability because, for the reasons
23 discussed herein, the Products are not 100% juice, but rather contain additional ingredients,
24 including at least fortifying ingredients like ascorbic acid. Thus, the Products are not
25 merchantable in that they do not conform to the promises and/or affirmations of fact made on
26 the labels.

1 89. As an actual and proximate result of Defendant’s conduct, Plaintiff and the Class
2 did not receive goods as impliedly warranted by Defendant to be merchantable in that they
3 did not conform to promises and affirmations made on the container or label of the goods.

4 90. As a result, Plaintiff seeks actual damages, including, without limitation,
5 expectation damages.

6 **PRAYER FOR RELIEF**

7 91. Wherefore, Plaintiff, on behalf of himself, all others similarly situated, and the
8 general public, prays for judgment against Defendant as to each and every cause of action,
9 and the following remedies:

- 10 a. An Order declaring this action to be a proper class action, appointing
11 Plaintiff as Class Representative, and appointing Plaintiff’s undersigned counsel as
12 Class Counsel;
 - 13 b. An Order requiring Defendant to bear the cost of Class Notice;
 - 14 c. An Order compelling Defendant to destroy all misleading and deceptive
15 marketing materials and product labels, and to recall all offending Products;
 - 16 d. An Order compelling Defendant to cease its unfair business practices;
 - 17 e. An Order requiring Defendant to disgorge all monies, revenues, and
18 profits obtained by means of any wrongful act or practice;
 - 19 f. An Order requiring Defendant to pay restitution to restore all funds
20 acquired by means of any act or practice declared by this Court to be an unlawful,
21 unfair, or fraudulent business act or practice, or untrue or misleading advertising, plus
22 pre-and post-judgment interest thereon;
 - 23 g. An Order requiring Defendant to pay compensatory damages and
24 punitive damages as permitted by law;
 - 25 h. An award of attorneys’ fees and costs; and
 - 26 i. Any other and further relief that the Court deems necessary, just, or
27 proper.
- 28

JURY DEMAND

92. Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: January 23, 2026

/s/ Trevor Flynn

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Counsel for Plaintiff

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Albert Fried on behalf of himself, all others similarly situated, and the general public.

(b) County of Residence of First Listed Plaintiff Riverside (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Fitzgerald Monroe Flynn PC 2341 Jefferson St., Ste. 200, San Diego, CA 92110 (619) 215-1741

DEFENDANTS

ALDI Foods Inc.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'26CV0439 JLS KSC

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Real Property, Labor, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332. Brief description of cause: Diversity Action; The Class Action Fairness Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE: Jan 23, 2026 SIGNATURE OF ATTORNEY OF RECORD: /s/ Trevor Flynn

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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Counsel for Plaintiff

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

ALBERT FRIED, on behalf of himself, all
others similarly situated, and the general
public,

Plaintiff,

v.

ALDI FOODS INC.,

Defendant.

'26CV0439 JLS KSC

**CONSUMERS LEGAL REMEDIES
ACT VENUE AFFIDAVIT**

[Cal. Civ. Code § 1780(d)]

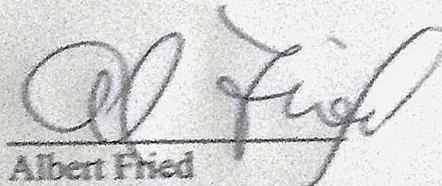
1 I, Albert Fried, declare as follows:

2 1. I am a plaintiff in this action. I make this affidavit as required by California Civ
3 Code § 1780(d).

4 2. The Complaint in this action is filed in a proper place for the trial of this action
5 because Defendant is doing business in this county and because the transactions that are the
6 subject of the action occurred in this county.

7
8 I declare under penalty of perjury under the laws of the United States that the foregoing
9 is true and correct to the best of my knowledge.

10
11 Executed on 1/23/2026 in Riverside County, California

12
13 
14 Albert Fried
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