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County of Alameda
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ALAMEDA**
11 **UNLIMITED JURISDICTION**

12 STAR GHANAAT, individually and on
13 behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 THE LEMON PERFECT COMPANY, a
17 Delaware corporation,

18 Defendant.

Case No. **26CV164485**

CLASS ACTION COMPLAINT FOR:

1. Violations of the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.*;
2. Violations of the Unfair Competition Law, Cal. Bus. & Prof. Code §§17200, *et seq.*; and
3. Breach of Express Warranty

DEMAND FOR JURY TRIAL

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INTRODUCTION

1. Plaintiff Star Ghanaat (“Plaintiff”), individually and on behalf of all others similarly situated, and the general public, by and through undersigned counsel, hereby brings this action against The Lemon Perfect Company (“Defendant” or “Lemon Perfect”), and upon information and belief and investigation of counsel, alleges as follows:

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

3. Defendant manufactures, distributes, advertises, markets, and sells Lemon Perfect brand beverage products where the label prominently displays that these Products contain “**No Artificial Flavors or Sweeteners .**” (the “No Artificial Sweeteners” claim).¹

4. This statement is false. Each of the Products are made with stevia leaf extract—an artificial sweetener ingredient used in food and beverage products.

5. Defendant’s packaging, labeling, and advertising scheme is intended to give consumers the impression that they are buying a premium product that is free from artificial sweeteners.

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

JURISDICTION AND VENUE

7. This Court has jurisdiction pursuant to Article VI, Section 10 of the California Constitution and California Code of Civil Procedure § 410.10.

8. This Court has personal jurisdiction over Defendant because Defendant conducts and transacts business in the State of California, contracts to supply goods within the State of California, and supplies goods within the State of California. Defendant, on its own and through its agents, is responsible for the distribution, marketing, labeling, and sale of the Products in

¹ The “Products” include all Lemon Perfect brand beverage products labeled with a “No Artificial Sweeteners” claim that contain stevia leaf extract as an ingredient.

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1 California, specifically in this county. The marketing of the Products, including the decision of
2 what to include and not include on the labels, emanates from Defendant. Thus, Defendant has
3 intentionally availed itself of the markets within California through its advertising, marketing,
4 and sale of the Products to consumers in California, including Plaintiff.

5 9. The Court also has specific jurisdiction over Defendant as it has purposefully
6 directed activities towards the forum state, Plaintiff’s claims arise out of those activities, and it
7 is reasonable for Defendant to defend this lawsuit because it has sold deceptively advertised
8 Products to Plaintiff and members of the Class in California. By distributing and selling the
9 Products in California, Defendant has intentionally and expressly aimed conduct at California
10 which caused harm to Plaintiff and the Class that Defendant knows is likely to be suffered by
11 Californians.

12 10. Venue is proper in this county pursuant to Cal. Civ Code. § 1780(c) because
13 Defendant is doing business in this county as the Products are offered for sale in this county.

14 **PARTIES**

15 11. Defendant is a Delaware corporation that maintains its principal place of business
16 in Atlanta, Georgia. At all times during the class period, Defendant was the manufacturer,
17 distributor, marketer, and seller of the Products.

18 12. Plaintiff is a resident of California. Plaintiff purchased the Products during the
19 class period in California. Plaintiff relied on Defendant’s deceptive advertising and labeling
20 claims as set forth below.

21 **FACTUAL ALLEGATIONS**

22 **“NO ARTIFICIAL SWEETENERS” IS PROMINENTLY DISPLAYED ON THE LABELS OF THE**
23 **PRODUCTS**

24 13. The labels for each of the Products prominently state that the Products contain
25 “No Artificial Sweeteners” thereby misleading reasonable consumers into believing that the
26 Products are free from artificial sweeteners. However, each of the Products contain the artificial
27 sweetener stevia leaf extract. Below is an example of a label for one of the Products:
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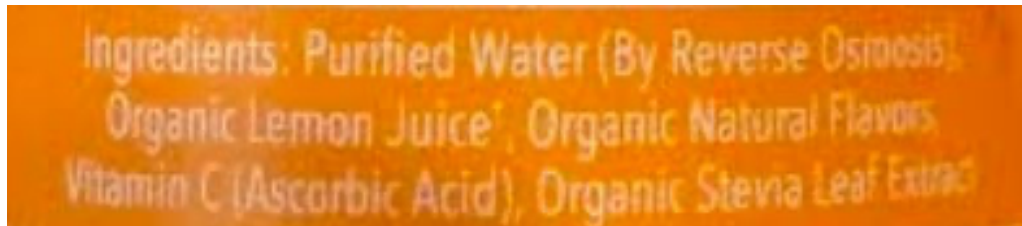


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14. Each of the Products contain “stevia leaf extract.” For example, below is the ingredient list for the Lemon Perfect Peach product pictured above:



1 **THE STEVIA LEAF EXTRACT IN THE PRODUCTS IS AN ARTIFICIAL SWEETENER**

2 15. The Joint FAO/WHO Expert Committee on Food Additives (“JECFA”) has
3 repeatedly made clear that the commercial ingredient sold as stevia extract is not the same as the
4 crude leaf. At its 63rd meeting, JECFA stated: “The most appropriate name to be used for this
5 extract was ‘steviol glycosides’, to reflect that the extract contained a mixture of steviol
6 glycosides.”²

7 16. JECFA established that the purified additive must meet strict purity thresholds:
8 “The 63rd JECFA required that the summed content of stevioside and rebaudioside A was not
9 less than 70% and established a minimum purity of 95% total steviol glycosides.”³ Later
10 assessments reiterated: “The products in commerce contain at least 95% of total steviol
11 glycosides (on the dried basis) with a variable composition depending upon the composition
12 within.”⁴

13 17. In short, JECFA defines stevia sweeteners as high-purity chemical isolates, not
14 the natural leaf. According to JECFA’s Chemical and Technical Assessment: “Steviol
15 glycosides preparations are white or slightly yellowish white crystalline ... water soluble
16 powders, which are 200 to 300 times sweeter than sucrose.”⁵

17 18. These crystalline powders are not naturally present in the plant. They result from
18 a multi-step industrial process. The manufacturing process begins with dried stevia leaves,
19 which are crushed or ground to increase extraction yield. The leaves are then steeped in hot
20 water to draw out the glycosides.

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22 ² *Draft Assessment Report- Steviol Glycosides As Intense Sweeteners*, FOOD STANDARDS
23 AUSTRIALIA AND NEW ZEALAND (May 23, 2007), available at
[https://www.foodstandards.gov.au/sites/default/files/food-standards-
code/applications/Documents/A540_Stevioside_DAR_FINAL.doc](https://www.foodstandards.gov.au/sites/default/files/food-standards-code/applications/Documents/A540_Stevioside_DAR_FINAL.doc)

24 ³ *84th JECFA - Chemical and Technical Assessment-Steviol Glycosides*, FOOD AND
25 AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (2017), available at
26 [https://openknowledge.fao.org/server/api/core/bitstreams/38aa454a-e164-4f3e-95c0-
bb4938d8aa90/content?utm_source=chatgpt.com](https://openknowledge.fao.org/server/api/core/bitstreams/38aa454a-e164-4f3e-95c0-bb4938d8aa90/content?utm_source=chatgpt.com)

27 ⁴ *Id.*

28 ⁵ *Id.*

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1 19. The resulting aqueous extract contains not only steviol glycosides but also
2 pigments, proteins, tannins, and other plant material. To remove these, the liquid undergoes
3 clarification using either chemical coagulation or electro-coagulation, followed by filtration
4 through industrial filter presses.

5 20. The clarified solution is then subjected to ion-exchange chromatography, passing
6 sequentially through cation and anion exchange resins. These steps strip out minerals, proteins,
7 and colored compounds, leaving only the glycosides.

8 21. Next, the extract is passed through adsorption columns packed with macro-
9 porous resins. The steviol glycosides bind to the resin surface. To recover them, manufacturers
10 flush the resin with organic solvents such as ethanol, which desorb the glycosides into solution.

11 22. The alcoholic glycoside solution is then concentrated using nanofiltration
12 membranes to reduce water content and remove smaller molecules. Further purification steps
13 are applied, often including activated carbon treatment to decolorize the extract, followed by
14 additional ion-exchange to remove trace impurities.

15 23. Finally, the concentrated syrup is spray-dried in industrial equipment, producing
16 a crystalline white powder composed of rebaudioside A, stevioside, and related glycosides. The
17 result bears no resemblance to the natural leaf. What begins as green plant matter ends as an
18 industrially manufactured powder hundreds of times sweeter than sugar.

19 24. These steps chemically and structurally transform the plant material into a
20 product that does not exist in the natural leaf. It is also a visibly artificial process, as shown in
21 the screenshots below taken from a video tutorial on the stevia extraction process⁶:
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28 ⁶ *Stevia Extraction Video*, <https://www.youtube.com/watch?v=biPdaRRm4RI>

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1 foods. In fact, 43 percent of consumers agree that free-from foods are healthier than foods
2 without a free-from claim, while another three in five believe the fewer ingredients a product
3 has, the healthier it is (59 percent).”⁷

4 33. Empirical research confirms that consumers are wary of artificial sweeteners and
5 often consider them harmful. A 2025 peer-reviewed study of 649 participants found that 64.1%
6 of consumers believed artificial sweeteners are harmful, while only 6.9% considered them not
7 harmful.⁸ Among parents of preschool and school-aged children, the perception was even
8 stronger: 74.1% considered artificial sweeteners harmful. These findings are consistent with
9 other international surveys showing that a majority of consumers associate artificial sweeteners
10 with negative health effects.⁹

11 34. The same study documented that consumers’ engagement with food labels is low,
12 meaning that when companies prominently advertise “0 Artificial Sweeteners” claims, those
13 assurances carry heightened significance. Only 16% of parents and 8% of students reported that
14 they “always” read labels. For consumers like Plaintiff, this makes front-of-pack labeling
15 especially material.¹⁰

16 35. This consumer research underscores that “No Artificial Sweetener” claims
17 directly impact purchasing decisions: consumers pay premiums for such “clean label” products
18 and choose them specifically to avoid perceived risks. The marketplace recognizes this
19 preference, as manufacturers charge more for “free-from” products and capture substantial
20 market share in the rapidly growing clean label ingredients sector.

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22 _____
23 ⁷ 84% of Americans buy “free-from” foods because they believe them to be more natural or less
24 processed, Mintel (Sept. 3, 2015), available at <https://www.mintel.com/press-centre/84-of-americans-buy-free-from-foods-because-they-believe-them-to-be-more-natural-or-less-processed/>

25 ⁸ B. Jurcevic Zidar et al., *Consumer Perceptions of Artificial Sweeteners in Food Products, Consumption Frequency, and Body Mass Index: A Multivariate Analysis*, NUTRIENTS (Feb. 27,
26 2025), available at <https://pmc.ncbi.nlm.nih.gov/articles/PMC11902076/>

27 ⁹ *Id.*

28 ¹⁰ *Id.*

1 36. Indeed, studies show a growing number, if not a majority of, consumers choose
 2 foods made with clean ingredients.¹¹ In 2024, the global clean label ingredients market size was
 3 \$44 billion.¹² As such, tapping into the clean label market is important to a company's growth
 4 and bottom line.¹³ Indeed, it is well documented that manufacturers charge and consumers are
 5 willing to pay a premium for products with clean ingredients (e.g., those that lack artificial
 6 sweeteners).¹⁴

7 37. Plaintiff and the putative class members suffered economic injury as a result of
 8 Defendant's actions. Plaintiff and putative class members spent money that, absent Defendant's
 9 actions, they would not have spent.

10 38. Plaintiff and putative class members are entitled to damages and restitution for
 11 the purchase price of the Products that were falsely labeled and advertised. Consumers, including
 12 Plaintiff, would not have purchased Defendant's Products, or would have paid less for the
 13 Products, if they had known the Products actually contain an artificial sweetener ingredient.

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 15 _____
 16 ¹¹ *IFIC Survey: From "Chemical-sounding" to "Clean": Consumer Perspectives on Food*
 17 *Ingredients*, FOOD INSIGHT (June 17, 2021), available at [https://foodinsight.org/ific-survey-](https://foodinsight.org/ific-survey-from-chemical-sounding-to-clean-consumer-perspectives-on-food-ingredients/)
 18 [from-chemical-sounding-to-clean-consumer-perspectives-on-food-ingredients/](https://foodinsight.org/ific-survey-from-chemical-sounding-to-clean-consumer-perspectives-on-food-ingredients/); Alverson,
 19 Chloe, *Consumer trends continue to prioritize clean label, non-GMO beverages*, BEVERAGE
 20 INDUSTRY, available at [https://www.bevindustry.com/articles/96687-consumer-trends-](https://www.bevindustry.com/articles/96687-consumer-trends-continue-to-prioritize-clean-label-non-gmo-beverages)
 21 [continue-to-prioritize-clean-label-non-gmo-beverages](https://www.bevindustry.com/articles/96687-consumer-trends-continue-to-prioritize-clean-label-non-gmo-beverages).

22 ¹² *Clean Label Ingredient - Market Share Analysis, Industry Trends & Statistics, Growth*
 23 *Forecasts (2024 - 2029)* (synopsis), MORDOR INTELLIGENCE, available at
 24 [https://www.researchandmarkets.com/reports/4771850/clean-label-ingredient-market-share-](https://www.researchandmarkets.com/reports/4771850/clean-label-ingredient-market-share-analysis?w=5)
 25 [analysis?w=5](https://www.researchandmarkets.com/reports/4771850/clean-label-ingredient-market-share-analysis?w=5); *Clean Label Ingredients Market is Projected to Reach US\$ 125.5 Billion and a*
 26 *Dynamic CAGR of 4.2% by 2030*, PERSISTENCE MARKET RESEARCH (Jan. 18, 2024),
 27 available at [https://www.globenewswire.com/en/news-](https://www.globenewswire.com/en/news-release/2024/01/18/2811262/0/en/Clean-Label-Ingredients-)
 28 [release/2024/01/18/2811262/0/en/Clean-Label-Ingredients-](https://www.globenewswire.com/en/news-release/2024/01/18/2811262/0/en/Clean-Label-Ingredients-).

¹³ *Uncovering the clean label connection to business grow* (May 16, 2022), available at
 29 <https://www.ingredion.com/na/en-us/be-whats-next/growth-with-clean-label.html>; *Uncovering*
 30 *the clean label connection to business growth*, INGREDION (May 16, 2022), available at
 31 <https://www.ingredion.com/na/en-us/be-whats-next/growth-with-clean-label.html>.

¹⁴ *The Truth About Clean Label — and Why It Matters*, PERDUE FOOD SERVICE (Oct. 18,
 32 2021), available at [https://www.perduefoodservice.com/resources/trends-insights/the-truth-](https://www.perduefoodservice.com/resources/trends-insights/the-truth-about-clean-label-and-why-it-matters/)
 33 [about-clean-label-and-why-it-matters/](https://www.perduefoodservice.com/resources/trends-insights/the-truth-about-clean-label-and-why-it-matters/); Jacobsen, Jessica, *Consumer awareness of clean label*
 34 *drives demand for ingredient solutions*, BEVERAGE INDUSTRY, available at
 35 [https://www.bevindustry.com/articles/95110-consumer-awareness-of-clean-label-drives-](https://www.bevindustry.com/articles/95110-consumer-awareness-of-clean-label-drives-demand-for-ingredient-solutions)
 36 [demand-for-ingredient-solutions](https://www.bevindustry.com/articles/95110-consumer-awareness-of-clean-label-drives-demand-for-ingredient-solutions).

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PLAINTIFF’S PURCHASE OF THE PRODUCTS

39. Plaintiff purchased one of the Products with a “No Artificial Sweeteners” label claim during the class period from a retail store located in California.

40. When purchasing the Product, Plaintiff did not expect that the “No Artificial Sweeteners” statement on the label was false. Plaintiff did not expect Defendant to publicly place deceptive statements about the contents of its Products on the front label of its Products.

41. Plaintiff saw and relied on the “No Artificial Sweeteners” claim on the label of the Product when she purchased it. Plaintiff would not have purchased the Product, or would have paid less for the Product, had she known that the Product actually contains an artificial sweetener ingredient.

42. As a result, Plaintiff suffered injury in fact when she spent money to purchase the Product she would not have purchased, or would have paid less for, absent Defendant’s misconduct.

43. Plaintiff wants to purchase the Products again if the label of the Products was accurate and if the Products truthfully contained “No Artificial Sweeteners.” However, as a result of Defendant’s ongoing misrepresentations, Plaintiff is unable to rely on the Products’ labeling when deciding in the future whether to purchase the Products.

NO ADEQUATE REMEDY AT LAW

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

45. The scope of actionable misconduct under the unfair prong of the UCL is broader than the other causes of action asserted herein. It includes Defendant’s overall unfair marketing scheme to promote and brand the Products, across a multitude of media platforms, including the product labels, packaging, and online advertisements, over a long period of time, in order to gain an unfair advantage over competitor products.

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1 46. Plaintiff and class members may also be entitled to restitution under the UCL,
2 while not entitled to damages under other causes of action asserted herein (e.g., the CLRA is
3 limited to certain types of plaintiffs (an individual who seeks or acquires, by purchase or lease,
4 any goods or services for personal, family, or household purposes) and other statutorily
5 enumerated conduct).

6 47. Further, equitable remedies are tried by the Court which is quicker, less
7 expensive and more efficient so there is no adequate remedy at law for the restitution and
8 injunctive relief claims at issue since those are to be tried by the Court and not a jury.

9 48. A primary litigation objective in this litigation is to obtain injunctive relief.
10 Injunctive relief is appropriate on behalf of Plaintiff and members of the class because Defendant
11 continues to misrepresent the Products as containing “No Artificial Sweeteners” when the
12 Products actually contain the artificial sweetener ingredient stevia leaf extract.

13 49. Injunctive relief is necessary to prevent Defendant from continuing to engage in
14 the unfair, fraudulent, and/or unlawful conduct described herein and to prevent future harm—
15 none of which can be achieved through available legal remedies (such as monetary damages to
16 compensate past harm). Further, because a public injunction is available under the UCL, and
17 damages will not adequately benefit the general public in a manner equivalent to an injunction.

18 **CLASS ACTION ALLEGATIONS**

19 50. Plaintiff brings this action as a class action pursuant to Cal. Code. Civ. Proc. §
20 382 on behalf of the following Class:

21 **California Class**

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

24 51. Excluded from the class are: (i) Defendant and its officers, directors, and
25 employees; (ii) any person who files a valid and timely request for exclusion; (iii) judicial
26 officers and their immediate family members and associated court staff assigned to the case; (iv)
27 individuals who received a full refund of the Products from Defendant.
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1 52. Plaintiff reserves the right to amend or otherwise alter the class definition
2 presented to the Court at the appropriate time, or to propose or eliminate subclasses, in response
3 to facts learned through discovery, legal arguments advanced by Defendant, or otherwise.

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

7 54. Numerosity: Class Members are so numerous that joinder of all members is
8 impracticable. Plaintiff believes that there are thousands of consumers who are Class Members
9 described above who have been damaged by Defendant’s deceptive and misleading practices.

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

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

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

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

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

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

24 56. Typicality: Plaintiff is a member of the Class that Plaintiff seeks to represent.
25 Plaintiff’s claims are typical of the claims of each Class Member in that every member of the
26 Class was susceptible to the same deceptive, misleading conduct and purchased the Products.
27 Plaintiff is entitled to relief under the same causes of action as the other Class Members.
28

1 57. Adequacy: Plaintiff is an adequate Class representative because Plaintiff's
2 interests do not conflict with the interests of the Class Members Plaintiff seeks to represent; the
3 consumer fraud claims are common to all other members of the Class, and Plaintiff has a strong
4 interest in vindicating the rights of the class; Plaintiff has retained counsel competent and
5 experienced in complex class action litigation and Plaintiff intends to vigorously prosecute this
6 action. Plaintiff has no interests which conflict with those of the Class. The Class Members'
7 interests will be fairly and adequately protected by Plaintiff and proposed Class Counsel.
8 Defendant has acted in a manner generally applicable to the Class, making relief appropriate
9 with respect to Plaintiff and the Class Members. The prosecution of separate actions by
10 individual Class Members would create a risk of inconsistent and varying adjudications.

11 58. The Class is properly brought and should be maintained as a class action because
12 a class action is superior to traditional litigation of this controversy. A class action is superior to
13 the other available methods for the fair and efficient adjudication of this controversy because:

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

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

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

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

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

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

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

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1 h. Class Members’ interests in individually controlling the prosecution of separate
2 actions is outweighed by their interest in efficient resolution by single class action;

3 59. Additionally or in the alternative, the Class also may be certified because
4 Defendant has acted or refused to act on grounds generally applicable to the Class thereby
5 making final declaratory and/or injunctive relief with respect to the members of the Class as a
6 whole, appropriate.

7 60. Plaintiff seeks preliminary and permanent injunctive and equitable relief on
8 behalf of the Class, on grounds generally applicable to the Class, to enjoin and prevent
9 Defendant from engaging in the acts described, and to require Defendant to provide full
10 restitution to Plaintiff and the Class members.

11 61. Unless the Class is certified, Defendant will retain monies that were taken from
12 Plaintiff and Class members as a result of Defendant’s wrongful conduct. Unless a classwide
13 injunction is issued, Defendant will continue to commit the violations alleged and the members
14 of the Class and the general public will continue to be misled.

15 **FIRST CLAIM FOR RELIEF**

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

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

18 62. Plaintiff realleges and incorporates by reference all allegations contained in this
19 complaint, as though fully set forth herein.

20 63. Plaintiff brings this claim under the CLRA individually and on behalf of the Class
21 against Defendant.

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

24 65. At all relevant times, Defendant was a “person,” as defined in California Civil
25 Code section 1761(c).

26 66. At all relevant times, the Products manufactured, marketed, advertised, and sold
27 by Defendant constituted “goods,” as defined in California Civil Code section 1761(a).
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1 67. The purchases of the Products by Plaintiff and the members of the Class were
2 and are “transactions” within the meaning of California Civil Code section 1761(e).

3 68. Defendant disseminated, or caused to be disseminated, through its advertising,
4 false and misleading representations, including the Products’ labeling that the Products contain
5 “No Artificial Sweeteners.” Defendant failed to disclose that the Products contain an artificial
6 sweetener ingredient called stevia leaf extract.

7 69. This is a material misrepresentation and omission as a reasonable consumer
8 would find the fact that the Products contain an artificial sweetener to be important to their
9 decision in purchasing the Products. Defendant’s representations violate the CLRA in the
10 following ways:

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

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

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

17 d) Defendant represented that the subject of a transaction has been supplied
18 in accordance with a previous representation when it has not (Cal. Civ. Code §
19 1770(a)(16)).

20 70. Defendant violated the CLRA because the Products were prominently advertised
21 as containing “No Artificial Sweeteners” but, in reality, the Products contain an artificial
22 sweetener ingredient called stevia leaf extract. Defendant knew or should have known that
23 consumers would want to know that the Products contain an artificial sweetener.

24 71. Defendant’s actions as described herein were done with conscious disregard of
25 Plaintiff’s and the Class members’ rights and were wanton and malicious.

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

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1 members, reserves the right to allege other violations of law, which constitute other unlawful
2 business acts or practices. Such conduct is ongoing and continues to this date.

3 80. Defendant committed “unfair” business acts or practices by: (1) engaging in
4 conduct where the utility of such conduct is outweighed by the harm to Plaintiff and the members
5 of the Class; (2) engaging in conduct that is immoral, unethical, oppressive, unscrupulous, or
6 substantially injurious to Plaintiff and the members of the Class; and (3) engaging in conduct
7 that undermines or violates the intent of the consumer protection laws alleged herein.

8 81. There is no societal benefit from deceptive advertising.

9 82. Plaintiff and the other Class members paid for a Product that is not as advertised
10 by Defendant. Further, Defendant failed to disclose a material fact (that the Products contain an
11 artificial sweetener) of which they had exclusive knowledge.

12 83. While Plaintiff and the other Class members were harmed, Defendant was
13 unjustly enriched by its false misrepresentations and material omissions. As a result,
14 Defendant’s conduct is “unfair,” as it offended an established public policy.

15 84. There were reasonably available alternatives to further Defendant’s legitimate
16 business interests, other than the conduct described herein. For example, it does not have to
17 include the false claim on the labeling.

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

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

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1 87. Defendant’s wrongful business practices and violations of the UCL are ongoing.

2 88. Plaintiff and the Class seek pre-judgment interest as a direct and proximate result
3 of Defendant’s unfair and fraudulent business conduct. The amount on which interest is to be
4 calculated is a sum certain and capable of calculation, and Plaintiff and the Class seek interest
5 in an amount according to proof.

6 89. Unless restrained and enjoined, Defendant will continue to engage in the above-
7 described conduct. Accordingly, injunctive relief is appropriate.

8 90. Pursuant to California Business & Professions Code section 17203, Plaintiff,
9 individually and on behalf of the Class, seeks (1) restitution from Defendant of all money
10 obtained from Plaintiff and the other Class members as a result of unfair competition; (2) an
11 injunction prohibiting Defendant from continuing such practices in the State of California that
12 do not comply with California law; and (3) all other relief this Court deems appropriate,
13 consistent with California Business & Professions Code section 17203.

14 **THIRD CLAIM FOR RELIEF**

15 ***Breach of Express Warranty***

16 91. Plaintiff realleges and incorporates by reference all allegations contained in this
17 complaint, as though fully set forth herein.

18 92. Plaintiff brings this claim for breach of express warranty individually and on
19 behalf of the Class against Defendant.

20 93. As the manufacturer, marketer, distributor, and seller of the Products, Defendant
21 issued an express warranty by representing to consumers at the point of purchase that the
22 Products contain “No Artificial Sweeteners.”

23 94. Plaintiff and the Class reasonably relied on Defendant’s misrepresentations,
24 descriptions and specifications regarding the Products, including the representation that the
25 Products contain “No Artificial Sweeteners.”

26 95. Defendant’s representations were part of the description of the goods and the
27 bargain upon which the goods were offered for sale and purchased by Plaintiff and Members of
28 the Class.

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

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

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

6 **JURY DEMAND**

7 Plaintiff hereby demands a trial by jury of all claims in this Complaint so triable.
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10 Dated: January 14, 2026

CROSNER LEGAL, P.C.

11 By: */s/ Michael T. Houchin*
12 _____

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