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12 **UNITED STATES DISTRICT COURT**  
 13 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

15 DANIEL HERRERA individually and  
 16 on behalf of all others similarly situated,

17 Plaintiff,

18 v.

20 REEDS, INC., a Delaware Corporation,

21 Defendant.

Case No.: '26CV0756 RSH JLB

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

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1 Plaintiff Daniel Herrera individually, and on behalf of all others similarly  
2 situated, and the general public, by and through undersigned counsel, hereby  
3 brings this action against Reed’s, Inc., and upon information and belief and  
4 investigation of counsel, alleges as follows:

5 **INTRODUCTION**

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

10 2. Defendant sells several beverages under its Reed’s brand whose front  
11 labels state they are “All Natural,” made with “Natural Ingredients,” and contain  
12 “Nothing Artificial.” Defendant makes similar representations on its website.

13 3. In reality, the beverages contain manufactured citric acid produced  
14 through industrial fermentation using *Aspergillus niger*. Natural alternatives exist  
15 but are more expensive and necessarily small-scale. Defendant chose the cheaper,  
16 mass producible synthetic version, while selling its products at the price premium  
17 associated with using natural citric acid.

18 4. Defendant’s packaging, labeling, and advertising scheme is intended  
19 to give consumers the impression that they are buying a premium product that  
20 contains only natural ingredients.

21 5. Because Reed’s products contain a synthetic ingredient, the “All  
22 Natural” and “Nothing Artificial” claims are false. Plaintiff relied on these  
23 representations when purchasing the Products in California and suffered economic  
24 injury. He brings this action individually and on behalf of California consumers to  
25 remedy Defendant’s unlawful conduct.

26 **PARTIES**

27 6. Plaintiff is a California citizen and resident of San Diego, California.  
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1 7. Defendant Reed’s, Inc. is a Delaware corporation with its principal  
2 place of business in Connecticut.

3 **JURISDICTION AND VENUE**

4 8. This Court has original jurisdiction over this action pursuant to 28  
5 U.S.C. § 1332(d) because this is a class action in which: (1) there are over 100  
6 members in the proposed class; (2) members of the proposed class have a different  
7 citizenship from Defendant; and (3) the claims of the proposed class members  
8 exceed \$5,000,000 in the aggregate, exclusive of interest and costs.

9 9. Defendant is subject to personal jurisdiction in California because it  
10 sells, distributes, and advertises the Products throughout the state and has  
11 purposefully availed itself of California’s consumer market. Plaintiff’s claims arise  
12 directly from Defendant’s California-directed conduct, and it is reasonable to  
13 require Defendant to defend a lawsuit based on Products it sold to Plaintiff and  
14 other California consumers.

15 10. Venue is proper pursuant to 28 U.S.C. § 1391(b) because a substantial  
16 part of the events or omissions giving rise to the claim occurred in this District.  
17 Plaintiff purchased the Products within this District.

18 **FACTUAL ALLEGATIONS**

19 ***The Products Claim to Have “Nothing Artificial”***

20 11. Defendant sells Reed’s Real Ginger Ale and Reed’s Zero Real Ginger  
21 Ale (the “Products”).

22 12. The front labels of the Products prominently state “All Natural” or  
23 “Natural Ingredients,” and the cartons prominently state “Nothing Artificial.”

24 13. These statements convey that the Products contain only natural  
25 ingredients and no artificial components.

26 ***Defendant Uses Citric Acid Manufactured from Aspergillus niger***

27 14. The Products contain citric acid.

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1 15. The citric acid Defendant uses is produced through industrial  
2 fermentation using engineered strains of a mold called *Aspergillus niger* and then  
3 extracted through chemical processing involving solvents, acids, and other  
4 synthetic inputs.

5 16. Traditional extraction of citric acid from fruit juices is not available  
6 at the scale of Defendant’s commercial operations. *See* Exhibit B.

7 17. Instead, approximately 99% of the world’s commercial production of  
8 citric acid is carried out using the fungus *Aspergillus niger* and synthetic solvents.  
9 *See* Exhibit A.

10 18. Defendant’s use of manufactured citric acid is further confirmed by  
11 the fact that it has previously been sued for using manufactured citric acid and has  
12 not previously sought to dismiss suits on the basis that this allegation is incorrect.

13 ***Citric Acid Manufactured from Aspergillus niger is artificial***

14 19. Regulatory authorities, including the USDA and FDA, have long  
15 recognized that citric acid manufactured using *Aspergillus niger* is synthetic, man-  
16 made, and non-natural ingredient. *See* Exhibit B.

17 20. When asked “Is this substance Natural or Synthetic?” United States  
18 Department of Agriculture Marketing Services reviewers state: “synthetic.” *See*  
19 Exhibit B.

20 21. Manufactured citric acid is meaningfully different from naturally  
21 produced citric acid.

22 22. Manufactured citric acid can contain residues of the synthetic  
23 chemicals used to produce it, including synthetic isoparaffinic petroleum  
24 hydrocarbons. *See* Exhibit A.

25 23. Additionally, “the potential presence of impurities or fragments from  
26 the *Aspergillus niger* in [manufactured citric acid] is a significant difference that  
27 may trigger deleterious effects when ingested.” *See* Exhibit A.

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1 24. The FDA has determined that manufactured citric acid is artificial.  
2 The FDA has sent warning letters to companies stating that certain products  
3 labeled as “natural” are misbranded because they contain citric acid as an  
4 ingredient. *See* Exhibit C & D.

5 25. Defendant has previously faced consumer complaints challenging  
6 these same labeling practices and has long been aware that manufactured citric  
7 acid is considered by regulatory authorities and the general public to be synthetic.

8 ***Reasonable Consumers and Misled into Purchasing Reed’s Products***

9 26. Defendant’s packaging, labeling, and advertising scheme is intended  
10 to give consumers the impression they are buying a premium product that is free  
11 from artificial ingredients, including artificial preservatives.

12 27. Defendant uses the All Natural / Natural Ingredients and No Artificial  
13 branding strategies and labeling as the primary feature differentiating its Products  
14 from other ginger ale products in the marketplace.

15 28. Reasonable consumers widely understand and value claims such as  
16 “natural,” “free from artificial ingredients,” and “nothing artificial.”

17 29. Large majorities of American consumers say they seek out more  
18 natural or less processed foods.

19 30. Shoppers pay a premium for products they believe to contain only  
20 natural ingredients.

21 31. Of course, the market for “All Natural” foods with “Nothing  
22 Artificial”—created by consumer concerns about the health and environmental  
23 consequences of artificial manufacturing techniques—is precisely why Reed’s  
24 marketing strategy centers these claims.

25 32. Exploiting this consumer desire for “All Natural” beverages,  
26 Defendant’s Products are sold at a premium compared to similar products not  
27 labeled as being “All Natural” or made with “Natural Ingredients” and as  
28 containing “Nothing Artificial.”

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1           33. For example, as of July 2025, Walmart sold an eight-pack of 12 fluid  
2 ounces of Reed’s Real Ginger Ale Original for \$24.93 (26 cents / fl. oz). By  
3 comparison, Walmart sells a 12 pack of 12 fluid ounces of Canada Dry Ginger Ale  
4 for \$7.92 (5.5 cents / fl. oz). The Canada Dry product does not claim to be made  
5 with natural ingredients or to contain nothing artificial. There is a similar  
6 substantial price differential with Defendant’s other Products.

7           34. As recently as February 2025, Plaintiff purchased the Products in San  
8 Diego, at a Food Bowl Market and Barons Market, after seeing and relying on the  
9 “All Natural,” “Natural Ingredients,” and “Nothing Artificial” statements on the  
10 can and carton.

11           35. As the USDA put it, “[n]umerous consumer food choice studies have  
12 concluded that the ‘natural’ label on food is often equated with healthier food  
13 choices and more costly production practices that signify environmental  
14 stewardship” and “[t]he economic problem raised by natural labels is that  
15 consumers could be paying extra for product attributes they are not receiving while  
16 producers of products with those attributes lose sales.” *See* Kuchler, Fred, et al.,  
17 The Prevalence of the “Natural” Claim on Food Product Packaging (Report No.  
18 EB-35), USDA Economic Research Service (May 9, 2023), *available at*  
19 <https://www.ers.usda.gov/publications/pub-details?pubid=106478>.

20           36. Plaintiff would not have purchased the Products, or would have paid  
21 less, had he known they contained a synthetic preservative like manufactured citric  
22 acid.

23           37. Plaintiff (like other class members, most likely) wishes to rely on  
24 Reed’s labeling in the future but cannot do so unless Defendant stops this deceptive  
25 practice. He therefore faces an ongoing risk of future harm each time he encounters  
26 the Products for sale.

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1 38. Accordingly, injunctive relief is necessary to prevent Defendant from  
2 continuing to engage in the unfair conduct described herein and to prevent future  
3 harm.

4 **CLASS ACTION ALLEGATIONS**

5 39. Plaintiff brings this action as a class action pursuant to Cal. Code.  
6 Civ. Proc. § 382 and Cal. Civ. Code § 1781 on behalf of the following Class:

7 All persons who purchased one or more of the Products for personal  
8 use in California within the applicable statute of limitations until the  
9 date class notice is disseminated.

10  
11 40. Excluded from the Class are: (i) Defendant and its officers, directors,  
12 and employees; (ii) any person who files a valid and timely request for exclusion;  
13 (iii) judicial officers and their immediate family members and associated court  
14 staff assigned to the case; (iv) individuals who received a full refund of the  
15 Products from Defendant.

16 41. Plaintiff reserves the right to amend or otherwise alter the class  
17 definition presented to the Court at the appropriate time, or to propose or eliminate  
18 subclasses, in response to facts learned through discovery, legal arguments  
19 advanced by Defendant, or otherwise.

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

23 43. Numerosity: Class members are so numerous that joinder of all  
24 members is impracticable. Given the nature of the Products and the breadth of  
25 Defendant’s reach, Plaintiff believes there are thousands of consumers who are  
26 Class members described above who have been damaged by Defendant’s  
27 deceptive and misleading practices. For instance, according to Defendant, the  
28 Reed’s Inc. portfolio is sold in over 35,000 retail stores nationwide.

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1 44. Commonality and Predominance: There is a well-defined community  
2 of interest in the common questions of law and fact affecting all Class members.  
3 The questions of law and fact common to the Class members which predominate  
4 over any questions which may affect individual Class members include, but are  
5 not limited to:

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

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

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

13 d. Whether the representations that the Products are “All Natural” or  
14 made with “Natural Ingredients” and with “Nothing Artificial” are false or  
15 misleading;

16 e. Whether Plaintiff and the Class are entitled to injunctive relief;

17 f. Whether Plaintiff and the Class are entitled to money damages and/or  
18 restitution under the same causes of action as the other Class members.

19 45. Typicality: Plaintiff is a member of the Class he seeks to represent.  
20 Plaintiff’s claims are typical of the claims of each Class member in that every  
21 member of the Class was susceptible to the same deceptive, misleading conduct  
22 and purchased one or more of the Products. Plaintiff is entitled to relief under the  
23 same causes of action as Class members.

24 46. Adequacy of Representation: Plaintiff is an adequate Class  
25 representative because Plaintiff’s interests do not conflict with the interests of the  
26 Class members Plaintiff seeks to represent; the consumer fraud claims are common  
27 to all other members of the Class, and Plaintiff has a strong interest in vindicating  
28 the rights of the Class; Plaintiff has retained counsel competent and experienced

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1 in complex class action litigation and Plaintiff intends to vigorously prosecute this  
2 action. Plaintiff has no interests which conflict with those of the Class. The Class  
3 members’ interests will be fairly and adequately protected by Plaintiff and  
4 proposed Class Counsel. Defendant has acted in a manner generally applicable to  
5 the Class, making relief appropriate with respect to Plaintiff and the Class  
6 members. The prosecution of separate actions by individual Class members would  
7 create a risk of inconsistent and varying adjudications.

8 47. Superiority: A class action is the superior method for adjudicating this  
9 dispute because individual claims are too small to justify separate suits, and joinder  
10 of hundreds of purchasers would be impracticable and inefficient. Resolving  
11 Defendant’s uniform course of conduct in one proceeding will avoid repetitive  
12 litigation, ensure consistent results, and permit the Court to administer any relief  
13 in a far more streamlined and cost-effective manner than would be possible  
14 through individual actions. No manageability issues are anticipated that would  
15 preclude class treatment.

16 48. Final Declaratory or Injunctive Relief: Additionally, or in the  
17 alternative, the Class also may be certified because Defendant has acted or refused  
18 to act on grounds generally applicable to the Class thereby making final  
19 declaratory and/or injunctive relief with respect to the members of the Class as a  
20 whole, appropriate.

21 **FIRST CLAIM FOR RELIEF**

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

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

24 49. Plaintiff realleges and incorporates by reference all allegations  
25 contained in this complaint, as though fully set forth herein.

26 50. Plaintiff and Class members are “consumers,” the Products are  
27 “goods,” and their purchases were “transactions” under the CLRA.

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1 51. Defendant violated Civil Code §1770(a)(5), (7), (9), and (16) by  
2 representing that the Products were “All Natural,” contained “Natural  
3 Ingredients,” and had “Nothing Artificial” when in fact they contain manufactured  
4 citric acid, a synthetic ingredient and artificial preservative.

5 52. These misrepresentations and omissions were material, and Plaintiff  
6 and Class members relied on them when purchasing the Products.

7 53. Pursuant to California Civil Code section 1782(d), Plaintiff and the  
8 members of the Class seek an order enjoining Defendant from engaging in the  
9 methods, acts, and practices alleged herein.

10 54. Pursuant to California Civil Code section 1782, on or about July 30,  
11 2025, Plaintiff notified Defendant, in writing, by certified mail, of the alleged  
12 violations of the CLRA and demanded that Defendant rectify the problems  
13 associated with the actions detailed above and give notice to all affected consumers  
14 of its intent to so act. Defendant has not rectified or agreed to rectify the problems  
15 associated with the actions detailed herein and give notice to all affected  
16 consumers within 30 days of the date of written notice pursuant to section 1782 of  
17 the CLRA. Thus, Plaintiff seeks actual damages, punitive damages, injunctive  
18 relief, and attorneys’ fees and costs for Defendant’s violations of the CLRA.

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

21 **SECOND CLAIM FOR RELIEF**

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

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

24 56. Plaintiff realleges and incorporates by reference all allegations  
25 contained in this complaint, as though fully set forth herein.

26 57. Defendant’s conduct violates the UCL under each prong.

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1 58. The conduct is unlawful because Defendant’s misrepresentations and  
2 omissions violate the CLRA and constitute false advertising and breaches of  
3 warranty.

4 59. The conduct is unfair because Defendant’s misleading “natural”  
5 marketing confers no countervailing benefit, harms consumers who pay a price  
6 premium, and provides Defendant an unjust competitive advantage.

7 60. The conduct is fraudulent because the “All Natural,” “Natural  
8 Ingredients,” and “Nothing Artificial” claims are likely to deceive reasonable  
9 consumers.

10 61. Plaintiff and Class members paid money they otherwise would not  
11 have paid and thus suffered economic injury.

12 62. Plaintiff and the Class seek restitution, injunctive relief, and all other  
13 relief authorized by §17203. The UCL prohibits any “unlawful,” “fraudulent,” or  
14 “unfair” business act or practice and any false or misleading advertising.

15 **THIRD CLAIM FOR RELIEF**

16 **Breach of Express Warranty Under California Law**

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

19 64. Defendant expressly warranted on the Products’ labeling and  
20 marketing that the Products are “All Natural,” contain “Natural Ingredients,” and  
21 contain “Nothing Artificial.”

22 65. These affirmations formed part of the basis of the bargain.

23 66. The Products do not conform to the warranty because they contain  
24 manufactured citric acid, a synthetic and artificial ingredient.

25 67. Plaintiff and Class members relied on Defendant’s representations  
26 and would not have purchased the Products, or would have paid less, had the  
27 Products been labeled truthfully.

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68. Defendant’s breach caused economic injury, entitling Plaintiff and Class members to damages, restitution, and other available relief.

**REQUEST FOR RELIEF**

Plaintiff, individually, and on behalf of all others similarly situated, request for relief pursuant to each claim set forth in this complaint, as follows:

a. Declaring that this action is a proper class action, certifying the Class as requested herein, designating Plaintiff as the Class Representative and appointing the undersigned counsel as Class Counsel;

b. Ordering restitution and disgorgement of all profits and unjust enrichment that Defendant obtained from Plaintiff and the Class members as a result of Defendant’s unlawful, unfair, and fraudulent business practices;

c. Ordering injunctive relief as permitted by law or equity, including enjoining Defendant from continuing the unlawful practices as set forth herein, and ordering Defendant to engage in a corrective advertising campaign;

d. Ordering damages in an amount which is different than that calculated for restitution for Plaintiff and the Class;

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

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

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

**JURY DEMAND**

Plaintiff hereby demands a trial by jury of all claims in this complaint so triable.

Dated: February 6, 2026

CROSNER LEGAL, P.C.

By: /s/ Michael T. Houchin  
Michael T. Houchin

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*Attorneys for Plaintiff and the Proposed Class*

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