

NEW YORK SUPREME COURT
NEW YORK COUNTY

RICHARD ALONZO,

Plaintiff,

- against -

IDAHOAN FOODS LLC,

Defendant.

Index No.

-

Complaint

Jury Trial Demanded

Richard Alonzo (“Plaintiff”), through Counsel, alleges upon information and belief, except for allegations about Plaintiff, which are based on personal knowledge: –

1. The dry texture of potatoes means they are typically prepared and consumed with fats and oils, in the form of vegetables oils, and/or butter.

2. These ingredients enhance their texture, viscosity, and/or palatability.

3. For various reasons, a growing number of consumers are choosing butter, and/or seeking to limit vegetable oils.

4. First, butter is a natural ingredient, made by churning cream and/or milk, and adding salt.

5. In contrast, vegetable oils are highly refined, and subjected to hydrogenation and/or interesterification, in the presence of chemical catalysts, such as nickel and cadmium.

6. Second, butter is known for its creamy, buttery taste, while vegetable

oils' harsh processing means they have no taste, though prone to develop malodors.

7. Third, butter is recognized for containing “good fats,” protein, and calcium, while vegetable oils are known for harmful trans fats.

8. Knowing New Yorkers prefer foods with butter, the Legislature and Department of Agriculture and Markets (“Ag&Mkts”) set requirements for truthful and honest disclosures¹ to the public. AGM § 46.²

9. To appeal to the many who value butter, Idahoan Foods LLC (“Defendant”) sells four ounce bags of instant mashed potatoes, described as “Butter & Herb,” and “Russet Potatoes with Butter & Parsley,” above a heaping scoop of

¹ Lancelot Miltgen et al., “Communicating Sensory Attributes and Innovation through Food Product Labeling,” *Journal of Food Products Marketing*, 22.2 (2016): 219-239; Helena Blackmore et al., “A Taste of Things to Come: The Effect of Extrinsic and Intrinsic Cues on Perceived Properties of Beer Mediated by Expectations,” *Food Quality and Preference*, 94 (2021): 104326; Okamoto and Ippaita, “Extrinsic Information Influences Taste and Flavor Perception: A Review from Psychological and Neuroimaging Perspectives,” *Seminars in Cell & Developmental Biology*, 24.3, Academic Press, 2013; Clement, J., *Visual Influence on In-Store Buying Decisions: An Eye-Track Experiment on the Visual Influence of Packaging Design*, *Journal of Marketing Management*, 23, 917-928 (2007); Gupta K, O. et al., *Package Downsizing: Is it Ethical?* 21 *AI & Society* 239-250 (2007).

² AGM § 3 (describing methods by which Agriculture and Markets Law should be enforced); Article 17, Adulteration, Packing, and Branding of Food and Food Products, AGM § 198 *et seq.*; Official Compilation of Codes, Rules and Regulations of the State of New York (“N.Y.C.R.R.”), Title 1, Department of Agriculture and Markets, Chapter VI, Food Control, Subchapter C, Food and Food Products (Article 17, AGM), including 1 N.Y.C.R.R. § 250.1, and 1 N.Y.C.R.R. § 259.1(a).

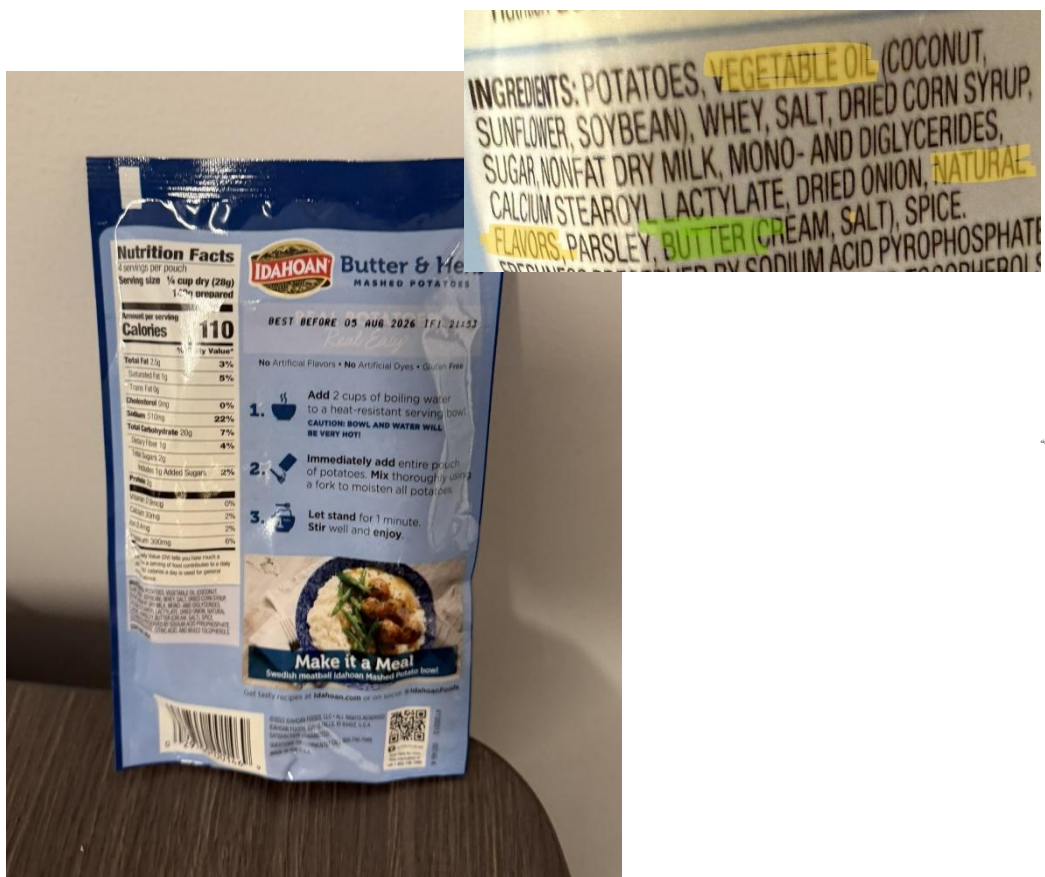
mashed potatoes, with the glisten of yellow, the color of real butter (“Product”).³



10. Describing the Product as being made “with Butter,” and/or promoting its main, non-potato ingredients, “Butter & Herb,” causes purchasers to expect butter is the exclusive, and/or predominant fat and/or oil ingredient used, or at least present in a significant amount.

³ The representations and images include “Mashed Potatoes,” “Idahoan,” and “Grown in Idaho.”

11. However, the Product is “misbranded,”⁴ because the ingredients, in fine print,⁵ reveal the amount of butter is de minimis, in absolute and/or relative terms, because the main fat and/or oil ingredient is “Vegetable Oil,” and the amount of “Butter” is even less than “Natural Flavors.” AGM § 201(1).



⁴ Defining “misbranded” as labeling that is false and/or misleading, and “adulterated” to mean rendering something poorer in quality, by adding another substance, typically an inferior one.

⁵ **INGREDIENTS:** POTATOES, **VEGETABLE OIL** (COCONUT, SUNFLOWER, SOYBEAN), WHEY, SALT, DRIED CORN SYRUP, SUGAR, NONFAT DRY MILK, MONO- AND DIGLYCERIDES, CALCIUM STEAROYL LACTYLATE, DRIED ONION, **NATURAL FLAVORS**, PARSLEY, **BUTTER** (CREAM, SALT), SPICE. FRESHNESS PRESERVED BY SODIUM ACID PYROPHOSPHATE, SODIUM BISULFITE, CITRIC ACID, AND MIXED TOCOPHEROLS..

12. This is based on how the use of “Natural Flavors” is typically present at levels not exceeding one or two percent of a product by weight.

13. In fact, butter is listed after other additives, such as “Mono- and Diglycerides, [and] Calcium Stearoyl Lactylate,” present in an amount only greater than “Spice.”

14. The Product is “misbranded,” because neither “Butter & Herb Mashed Potatoes,” nor “Russet Potatoes with Butter & Parsley,” is a truthful or non-misleading “common or usual name” for potatoes where (i) the predominant fat and/or oil ingredients are vegetable oils, (ii) the amount of butter is de minimis, (iii) the amount of milkfat, the key component of butter, is de minimis, and/or (iv) there is a greater amount of “natural flavor,” the likely source of most of the butter taste, than real butter. AGM § 201(9).

15. The Product is “misbranded,” because “Butter & Herb Mashed Potatoes,” and “Russet Potatoes with Butter & Parsley,” conveys to purchasers that butter will be a significant ingredient, present beyond a de minimis amount.

16. Instead, the ingredients, in fine print, reveals that, at best, the potatoes are “butter flavored,” because the amount of butter is insufficient to impart a “butter taste.” AGM § 201(9).

17. This required that the Product be described as, for instance, “Natural Butter Flavored and Herb Mashed Potatoes,” or “Russet Potatoes with Natural Butter

Flavor and Parsley.” 1 N.Y.C.R.R. § 259.1.

18. As a result of the false and misleading representations and/or omissions, the Product is sold at a premium price, approximately \$1.49.

19. This price is higher than the Product would be sold for, if it were represented in a non-misleading way.

20. This will, and/or can be, determined through methods including conjoint analysis, choice analysis, choice-based ranking, choice-based conjoint analysis, hedonic regression, hedonic pricing, and/or other similar methods, which evaluate a product’s attributes, and/or features.

21. By determining the willingness to pay of consumers for products, including the Product at issue, with and/or without the challenged claims, the value of the challenged claims can be reduced to a monetary value.

JURISDICTION

22. Plaintiff Alonzo is a citizen of New York.

23. Plaintiff Alonzo is a resident of New York County, New York.

24. The Court has jurisdiction over Defendant, because it transacts business within New York, and sells the Product to consumers within New York, through stores, in this State, to citizens of this State.

VENUE

25. Venue is in this Court, because Plaintiff Alonzo’s residence is in New

York County.

PARTIES

- 26. Plaintiff Alonzo is a consumer, not a merchant, re-seller or competitor.
- 27. Plaintiff Alonzo is a citizen of New York. _
- 28. Plaintiff Alonzo is a resident of New York County, New York.
- 29. Defendant Idahoan Foods LLC is a Delaware limited liability company, with a principal place of business in Idaho.
- 30. Plaintiff is like many consumers, accustomed to front labeling and/or packaging telling them about significant characteristics, nutrients, flavoring, attributes, quantity, qualities, ingredients, and/or features, and such attributes are factors in purchasing decisions. _
- 31. Plaintiff is like many consumers, who see a food described as being made “with” a certain ingredient, and expect it will be the predominant part of whatever its component is in the food, i.e., “chocolate” in chocolate chip cookies, even where the cookies are made with flour as their main ingredient.
- 32. Plaintiff is like many consumers, who prefer butter to butter alternatives, including vegetable oils, because it is more natural, healthy, and/or tastes better, and such attributes are factors in purchasing decisions.
- 33. Plaintiff read, was exposed to, was aware of, relied on, and/or was caused to pay more money as a result of, “Butter & Herb,” “Russet Potatoes with Butter &

Parsley,” “Mashed Potatoes,” a heaping scoop of mashed potatoes, with the glisten of yellow, the color of real butter, “Idahoan,” and/or “Grown in Idaho.”

34. Plaintiff expected more than a butter “taste,” but that butter was an ingredient, used in a non-de minimis amount.

35. Plaintiff was caused to pay more money as a result of, “Butter & Herb,” “Russet Potatoes with Butter & Parsley,” “Mashed Potatoes,” a heaping scoop of mashed potatoes, with the glisten of yellow, the color of real butter, “Idahoan,” and/or “Grown in Idaho,” than would have been paid, in the absence of these representations and/or omissions.

36. Plaintiff bought the Product, with the labeling and/or packaging identified here, at or around the above-referenced price.

37. Plaintiff was injured by reason of Defendant’s violations of GBL §§ 349 and 350, through the labeling and/or packaging, which included, “Butter & Herb,” “Russet Potatoes with Butter & Parsley,” “Mashed Potatoes,” and/or heaping scoop of mashed potatoes, with the glisten of yellow, the color of real butter, because these statements, images, and/or omissions enabled it to charge an artificially inflated price for the Product, which Plaintiff paid.

38. Plaintiff purchased the Product, between January 2023 and September 2025, at stores, in New York.

39. Plaintiff paid more for the Product than he would have, had he known

(i) the amount of butter, in absolute and/or relative terms, compared to all fats and/or oils used, was de minimis, (ii) the amount of butter was insufficient to deliver the nutritive, sensory, and/or organoleptic attributes of butter, and/or (iii) the predominant fat and/or oil ingredients were vegetable oils, as he would have paid less.

40. The Product was not “worthless” to Plaintiff, but worth less, than what Plaintiff paid, and he would not have paid as much, absent Defendant’s false and misleading statements, and/or omissions.

41. Plaintiff obtained value from the Product, because it tasted good and/or provided nutritive value, but seeks the cost difference between the Product, as presented, and as delivered.

42. The Product’s features and/or attributes, when taken together, and/or utilized for the purpose of conjoint analysis, choice analysis, choice-based ranking, choice-based conjoint analysis, regression, hedonic pricing, and/or other similar methods, impacted Plaintiff’s purchasing choice, compared to similar products lacking its features and/or attributes.

CLASS ALLEGATIONS

43. Plaintiff is a consumer, not a re-seller, merchant, or competitor.

44. Plaintiff seeks to represent only other consumers, not merchants, re-sellers, competitors, or any form of business entity, including non-profit

organizations, in the class identified below, against a business: _

Only citizens of New York, who purchased the Product, for personal, familial, or household consumption, and/or use, in New York, during the statutes of limitations.

45. Plaintiff's claims are based upon New York's General Business Law ("GBL") §§ 349 and 350, passed by the New York Legislature, to protect the New York public, and unsophisticated New York consumers, against businesses.

46. Excluded from the Class are (i) Defendant, Defendant's board members, executive-level officers, members, attorneys, and immediate family, (ii) governmental entities, (iii) the Court, the Court's immediate family, and Court staff, (iv) persons that timely and properly excludes himself, herself, or themselves, from the Class, (v) non-citizens of New York, (vi) persons who bought the Product outside New York, (vii) persons who used or consumed the Product outside New York, (viii) persons who are citizens of more than one state, (ix) businesses and non-profit organizations, and (x) persons who would otherwise be eligible to be a part of the Class, but seek to pursue statutory penalties, as opposed to actual damages.

47. Common questions of issues, law, and fact predominate, and include whether Defendant's representations were, and are misleading, and if Plaintiff and class members are entitled to actual damages.

48. Plaintiff's claims and basis for relief are typical to other members, because all were subjected to the same unfair, misleading, and/or deceptive

representations, omissions, and/or actions.

49. Plaintiff is an adequate representative, because his interests do not conflict with other members.

50. No individual inquiry is necessary, since the focus is only on Defendant's practices, and the class is definable and ascertainable.

51. Individual actions would risk inconsistent results, be repetitive, and/or are impractical to justify, as the claims are modest, relative to the scope of the harm.

52. The class is sufficiently numerous, because the Product has been sold throughout the State, with the representations, omissions, packaging, and/or labeling identified here, to citizens of this State.

53. Plaintiff does not seek any penalty as a measure of damages.

54. To the extent required, Plaintiff waives recovery of any penalty as a measure of damages, and in the event persons wish to seek such penalties, they may opt-out of the proposed class.

55. Plaintiff's Counsel is competent and experienced in consumer actions, and intends to protect class members' interests adequately and fairly.

CAUSES OF ACTION

COUNT I

New York General Business Law ("GBL") §§ 349 and 350

56. To the extent required, this section incorporates by reference other paragraphs, as necessary. ...

57. The purpose of the GBL is to protect New York consumers against unfair and deceptive practices.

58. The GBL considers false advertising, unfair acts, and/or deceptive practices, in the sale of consumer products, to be unlawful.

59. Violations of the GBL can be based on (1) other laws and standards related to consumer deception, (2) public policy, established through statutes, laws, or regulations, (3) principles of other jurisdictions, (4) decisions with respect to those principles, (5) any rules promulgated pursuant to acts designed to prevent deception, and/or (6) standards of unfairness and/or deception set forth and interpreted by other agencies, entities, tribunals, and/or bodies.

60. Defendant's false and deceptive representations and/or omissions, with respect to the Product's contents, origins, nutrient values, servings, ingredients, flavoring, taste, type, functionality, amount, quantity, and/or quality, were material in that they were likely to influence consumer purchasing decisions.

61. The packaging and labeling of the Product violated the GBL, because the representations, omissions, design, markings, and/or other elements, including, "Butter & Herb," "Russet Potatoes with Butter & Parsley," "Mashed Potatoes," a heaping scoop of mashed potatoes, with the glisten of yellow, the color of real butter, "Idahoan," and/or "Grown in Idaho," caused purchasers to expect (i) the amount of butter, in absolute and/or relative terms, compared to all fats and/or oils used, was

not de minimis, (ii) the amount of butter was sufficient to deliver the nutritive, sensory, and/or organoleptic attributes of butter, and/or (iii) butter was the predominant fat ingredient, or at least present in a significant, non-de minimis amount, which was unfair and/or deceptive to consumers.

62. The packaging and labeling of the Product violated laws, statutes, rules, regulations, and/or norms, which prohibit unfair, deceptive, and/or unconscionable conduct, against New Yorkers.

63. The packaging and labeling of the Product violated the GBL, because the representations, omissions, design, markings, and/or other elements, including, “Butter & Herb,” “Russet Potatoes with Butter & Parsley,” “Mashed Potatoes,” a heaping scoop of mashed potatoes, with the glisten of yellow, the color of real butter, “Idahoan,” and/or “Grown in Idaho,” was contrary to statutes, norms, and/or regulations, which prohibit consumer deception of New Yorkers by companies in the labeling of products.

64. Plaintiff paid more for the Product, and/or would not have paid as much, if he knew that (i) the amount of butter, in absolute and/or relative terms, compared to all fats and/or oils used, was de minimis, (ii) the amount of butter was insufficient to deliver the nutritive, sensory, and/or organoleptic attributes of butter, and/or (iii) the predominant fat and/or oil ingredients were vegetable oils.

65. Plaintiff seeks to recover for economic injury and/or loss sustained,

based on the misleading labeling and/or packaging of the Product, a deceptive practice under the GBL.

66. Plaintiff may produce evidence showing how he and/or consumers paid more than they would have paid for the Product, based on Defendant’s representations, images, omissions, packaging, and/or labeling, using statistical and economic analyses, hedonic regression, hedonic pricing, conjoint analysis, choice-based ranking, choice-based conjoint analysis, and/or other advanced and complicated methodologies.

67. Based on the labeling and/or packaging, including, “Butter & Herb,” “Russet Potatoes with Butter & Parsley,” “Mashed Potatoes,” a heaping scoop of mashed potatoes, with the glisten of yellow, the color of real butter, “Idahoan,” and/or “Grown in Idaho,” Defendant can charge a higher price for the Product, compared to if it did not have these representations and/or omissions.

68. This higher price was paid by Plaintiff and the proposed class, causing them economic or financial injury.

69. Damages will or can be based on the value attributed to the challenged claims, statements, representations, practices, and/or omissions, a percentage of the total price paid, instead of the Product’s total price.

70. This is the difference between what was paid based on the labeling, packaging, representations, statements, omissions, and/or marketing, and how much

it would have been sold for, without the misleading labeling, packaging, representations, statements, omissions, and/or marketing, identified here.

71. This difference may be a small fraction or percentage of the total price, such as few cents, such as \$0.20, per unit, instead of the total price.

72. As a result of Defendant's misrepresentations and/or omissions, Plaintiff was economically injured, and/or caused to suffer economic or financial damages, by payment of the above-identified price premium for the Product.

Jury Demand and Prayer for Relief

Plaintiff demands a jury trial on all issues.

WHEREFORE, Plaintiff seeks:

1. To declare this a proper class action, certifying Plaintiff as representative, and the undersigned as Counsel for the Class; –
2. Discretionary attorneys' fees, upon Court approval; and
3. Actual damages, but neither (1) a penalty, nor minimum measure of recovery created or imposed by statute, which may be prohibited, (2) full value damages, nor (3) punitive damages.

December 14, 2025

Respectfully submitted,

/s/ Spencer Sheehan

Sheehan & Associates PC
60 Cuttermill Rd Ste 412
Great Neck NY 11021
Tel (516) 268-7080

Fax (516) 234-7800
spencer@spencersheehan.com