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10
 11 **UNITED STATES DISTRICT COURT**
 12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

13
 14 JOHN BOYD, individually and on
 behalf of all others similarly situated,

15
 16 Plaintiff,

17 v.

18
 19 WISDOM NATURAL BRANDS,

20 Defendant.

Case No. 25-12080

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff John Boyd (“Plaintiff”), on behalf of himself, all others similarly
2 situated, and the general public, by and through his undersigned counsel, hereby sues
3 Defendant Wisdom Natural Brands (“Defendant”) and, upon information and belief
4 and investigation of counsel, alleges as follows:

5 **I. INTRODUCTION**

6 1. Defendant makes, distributes, sells, and markets Sweet Leaf Monk
7 Fruit Organic Sweetener (the “Product”).

8 2. Defendant misleadingly labels the Product as a “monk fruit” sweetener,
9 “sweetened by nature,” that contains “nothing artificial,” when in fact the Product
10 contains less than 1% monk fruit extract and is primarily sweetened with the artificial
11 sweetener erythritol.

12 3. Despite being labeled as a “monk fruit” sweetener, the Product’s rear
13 label ingredient list reveals that erythritol is the most prominent ingredient in the
14 Product.

15 4. According to independent laboratory testing commissioned by
16 Plaintiff’s counsel, the Product contains 99.13% erythritol and only 0.87% monk
17 fruit extract.

18 5. Reasonable consumers purchase the Product because they want a
19 premium sweetener that is derived from natural monk fruit and contains “nothing
20 artificial.” The truth, however, is that the Product is almost completely comprised of
21 the artificial sweetener erythritol, a chemically processed sugar alcohol with known
22 health risks, including heart attack, stroke and digestive issues. Consumers are being
23 deceived and overcharged.

24 6. Plaintiff read and relied upon Defendant’s advertising when purchasing
25 the Product and was damaged as a result.

26 7. Plaintiff brings this action on behalf of himself and all other similarly
27 situated consumers in the United States, alleging violations of the California
28 Consumer Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.* (“CLRA”), Unfair

1 Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.* (“UCL”), and False
2 Advertising Law, §§ 17500 *et seq.* (“FAL”). Plaintiff brings further causes of action
3 for breach of express and implied warranties, negligent misrepresentation,
4 intentional misrepresentation/fraud, and quasi-contract/unjust enrichment.

5 8. Plaintiff seeks an order compelling Defendant to (a) cease marketing
6 the Product using the misleading and unlawful tactics complained of herein, (b)
7 destroy all misleading deceptive, and unlawful materials, (c) conduct a corrective
8 advertising campaign, (d) restore the amounts by which it has been unjustly
9 enriched, and (e) pay restitution damages and punitive damages, as allowed by law.

10 **II. JURISDICTION AND VENUE**

11 9. This Court has original jurisdiction under 28 U.S.C. § 1332(d)(2) (The
12 Class Action Fairness Act) because the matter in controversy exceeds the sum or
13 value of \$5,000,000 exclusive of interest and costs and because more than two-thirds
14 of the members of the Class reside in states other than the state of which Defendant
15 is a citizen.

16 10. The court has personal jurisdiction over Defendant. Defendant
17 purposely availed itself to California because Defendant does business within this
18 judicial district, sells the Product in this judicial district, and is committing the acts
19 complained of below within this judicial district.

20 11. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because the
21 injury in this case substantially occurred in this District. Defendant has intentionally
22 availed itself of the laws and markets of this District through the promotion,
23 marketing, distribution, and sale of the Product in this District, and is subject to
24 personal jurisdiction in this District.

25 **III. PARTIES**

26 12. Defendant Wisdom Natural Brands is an Arizona corporation with a
27 principal place of business located at 1203 W. San Pedro St., Gilbert, Arizona,
28 85233. Defendant makes, labels, distributes, sells, and markets the Product

1 throughout the United States and in California. Defendant is responsible for the
2 making, labelling, distribution, selling, and marketing of the Product throughout the
3 applicable statute of limitations period.

4 13. Plaintiff John Boyd (“Plaintiff”) is a resident of California and
5 purchased the Product at a Walmart retail store in Los Angeles county in or around
6 2025. Plaintiff saw the misrepresentations made on the Product label prior to and at
7 the time of purchase and understood them as representations and warranties that the
8 Product was a monk fruit sweetener that contained nothing artificial. Plaintiff relied
9 on the representations made on the Product label in deciding to purchase the Product.
10 These representations and warranties were part of his basis of the bargain, in that he
11 would not have purchased the Product, or would only have been willing to purchase
12 the Product at a lower price, had he known the representations were false. Plaintiff
13 would consider purchasing the Product again if the advertising statements made on
14 the Product label were, in fact, truthful and represented in a manner as not to deceive
15 consumers.

16 **IV. NATURE OF THE ACTION**

17 14. Images of the Product’s front and rear labels are reproduced below:

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15. The Product’s front label prominently represents in capital letters that the Product is a “MONK FRUIT ORGANIC SWEETENER” and contains “0 SUGARS.” The front label also contains an image of what appears to be a Buddhist monk.

1 16. The front label further represents that the Product is “SWEETENED
2 BY NATURE” and contains “NOTHING ARTIFICIAL.” The front label also
3 contains images of natural leaves.

4 17. Defendant’s representations are prominently and conspicuously
5 displayed in large, bold font to grab the consumer’s attention.

6 18. Defendant’s advertising misleads reasonable consumers into believing
7 that the Product contains a substantial amount of monk fruit and contains nothing
8 artificial.

9 19. However, contrary to the labeling, the Product contains almost no monk
10 fruit and instead primarily contains an artificial sweetener ingredient called
11 erythritol.

12 20. Independent laboratory testing found that the Product contains only
13 0.87% monk fruit extract and 99.13% erythritol.

14 21. The Product’s front label advertises the Product as a “1:1 sugar
15 substitute.” However, monk fruit extract is 100-250 times sweeter than sugar, while
16 erythritol is only 60-70% as sweet as sugar. Defendant therefore uses erythritol as a
17 bulk filler and adds less than 1% of monk fruit to the Product to boost sweetness –
18 yet markets the Product as a natural “monk fruit” sweetener.

19 22. As a result, Defendant has charges consumers a premium for the
20 Product, while cutting costs and reaping the financial benefits of selling a Product
21 with almost no natural monk fruit and instead with an artificial sweetener.

22 23. The label misrepresentations are material to reasonable consumers,
23 including Plaintiff.

24 24. Monk fruit is considered safe to consume and without adverse effects.
25 By contrast, the National Institute of Health (NIH) reports that erythritol and several
26 related artificial sweeteners were associated with the risk for cardiovascular events,
27 consuming erythritol can increase blood clot formation, and could increase the risk
28

1 of heart attack or stroke.¹

2 **ERYTHRITOL IS AN ARTIFICIAL SWEETENER**

3 25. Erythritol is a type of sugar alcohol that is primarily produced through
4 fermentation. While erythritol occurs naturally in small quantities in fruits and
5 vegetables, extraction of erythritol from these sources is not economically feasible.
6 The levels of erythritol found in nature are far too low to allow it to be extracted
7 economically. Indeed, “when used as a sweetener, erythritol levels are typically
8 more than 1,000-fold greater than levels found naturally in foods.”² Due to the low
9 erythritol content in natural foods, it is not practical to extract erythritol from natural
10 sources for commercial purposes. Because of this, commercial production of
11 erythritol relies on synthetic manufacturing.

12 26. Erythritol is commercially produced by chemically extracting starch,
13 usually from corn. The starch is then broken down and converted to glucose through
14 enzymatic hydrolysis.

15 27. The glucose is then fermented through specific yeasts, usually a
16 genetically modified strain of *Moniliella pollinis* or *Trichosporonoides*
17 *megachliensis*.

18 28. After the fermentation is complete, the resulting fermentation broth
19 containing erythritol, along with other byproducts and impurities, is sterilized,
20 filtered, and purified to isolate and produce erythritol crystals. The purification
21 process could include filtration, decolorization, ion-exchange chromatography,
22 concentration through evaporation, and crystallization to form pure erythritol
23 crystals. This sequence of physical and chemical processes removes byproducts and

24 ¹ [https://www.nih.gov/news-events/nih-research-matters/erythritol-cardiovascular-](https://www.nih.gov/news-events/nih-research-matters/erythritol-cardiovascular-events#:~:text=For%20at%20least%20two%20days,aren't%20hidden%20contribut)
25 [events#:~:text=For%20at%20least%20two%20days,aren't%20hidden%20contribut](https://www.nih.gov/news-events/nih-research-matters/erythritol-cardiovascular-events#:~:text=For%20at%20least%20two%20days,aren't%20hidden%20contribut)
26 [ors.%E2%80%9D](https://www.nih.gov/news-events/nih-research-matters/erythritol-cardiovascular-events#:~:text=For%20at%20least%20two%20days,aren't%20hidden%20contribut)

27 ² [https://www.nih.gov/news-events/nih-research-matters/erythritol-cardiovascular-](https://www.nih.gov/news-events/nih-research-matters/erythritol-cardiovascular-events#:~:text=For%20at%20least%20two%20days,aren't%20hidden%20contribut)
28 [events#:~:text=For%20at%20least%20two%20days,aren't%20hidden%20contribut](https://www.nih.gov/news-events/nih-research-matters/erythritol-cardiovascular-events#:~:text=For%20at%20least%20two%20days,aren't%20hidden%20contribut)
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1 other soluble impurities from the fermentation broth. This industrial process is not
2 the same as the natural formation of erythritol in foods.

3 29. The erythritol used in the Product as a sweetener is synthetically
4 manufactured and not natural.

5 **PLAINTIFF’S PURCHASES, RELIANCE, AND INJURY**

6 30. Plaintiff John Boyd purchased the Product at a Walmart retail store in
7 Los Angeles County in or around 2025 in reliance on the Product’s front label
8 advertising.

9 31. In deciding to purchase the Product, Plaintiff read and relied on the
10 Product’s front label representations, which led Plaintiff to believe that the Product
11 was primarily a monk fruit sweetener and contained nothing artificial. At the time
12 of purchase, Plaintiff did not know that Defendant’s representations were false and
13 misleading, and that the Product contained less than 1% monk fruit extract and
14 instead was sweetened by the artificial ingredient erythritol.

15 32. Plaintiff would not have purchased the Product, or would not have paid
16 as much as he did, had he known that the Product contained only a negligible amount
17 of monk fruit and primarily contained an artificial ingredient. Plaintiff paid a
18 premium for the Product due to the misleading labelling on the Product’s packaging.

19 33. The representations on the Product’s label were and are false and
20 misleading, and had the capacity, tendency, and likelihood to confuse or confound
21 Plaintiff and other consumers acting reasonably (including the putative Class).

22 34. Plaintiff acted reasonably in relying on the challenged claims that
23 Defendant intentionally, prominently, and uniformly placed on the Product’s label
24 and packaging with the intent to induce average consumers into purchasing it.

25 35. Plaintiff, in the exercise of reasonable diligence, could not have
26 discovered earlier Defendant’s unlawful acts described herein because the violations
27 were known to Defendant, and not to him throughout the Class Period herein.

28 36. Plaintiff paid more for the Product, and would only have been willing

1 to pay less or unwilling to purchase it at all, absent the false and misleading labeling
2 statements complained of herein.

3 37. For these reasons, the Product was worth less than what Plaintiff paid
4 for it.

5 38. Plaintiff would like to, and would consider, purchasing the Product
6 again when he can do so with the assurance that the Product's labels are truthful and
7 consistent with the Product's ingredients.

8 39. Plaintiff will be unable to rely on the Product's advertising or labeling
9 in the future, and so will not purchase the Product again although he would like to.

10 40. Plaintiff lost money as a result of Defendant's deceptive claims and
11 practices in that he did not receive what he paid for when purchasing the Product.

12 41. Plaintiff detrimentally altered his position and suffered damages in an
13 amount equal to the premium he paid for the Product.

14 42. The senior officers and directors of Defendant allowed the Product to
15 be sold with full knowledge or reckless disregard that the challenged claims are
16 fraudulent, unlawful, and misleading.

17 **NO ADEQUATE REMEDY AT LAW**

18 43. Plaintiff seeks damages and, in the alternative, equitable restitution.
19 Plaintiff and members of the class are entitled to equitable relief as no adequate
20 remedy at law exists.

21 44. The statutes of limitations for the causes of action pled herein vary.
22 Class members who purchased the Product more than three years prior to the filing
23 of the complaint will be barred from recovery if equitable relief were not permitted
24 under the UCL.

25 45. The scope of actionable misconduct under the unfair prong of the UCL
26 is also broader than the other causes of action asserted herein. It includes
27 Defendant's overall unfair marketing scheme to promote and brand the Product over
28 a long period of time in order to gain an unfair advantage over competitor products.

1 The UCL also creates a cause of action for violations of law (such as statutory or
2 regulatory requirements and court orders related to similar representations and
3 omissions made on the type of Product at issue). This is especially important here
4 because Plaintiff alleges Defendant has committed “unlawful” acts and brings a
5 claim for violation of the UCL’s “unlawful prong.” Plaintiff’s UCL unlawful prong
6 claim does not rest on the same conduct as his other causes of action, and there is no
7 adequate remedy at law for this specific unlawful claim. Plaintiff and class members
8 may also be entitled to restitution under the UCL, while not entitled to damages
9 under other causes of action asserted herein (e.g., the FAL requires actual or
10 constructive knowledge of the falsity; the CLRA is limited to certain types of
11 Plaintiff (an individual who seeks or acquires, by purchase or lease, any goods or
12 services for personal, family, or household purposes) and other statutorily
13 enumerated conduct).

14 46. Injunctive relief is appropriate on behalf of Plaintiff and members of
15 the class because Defendant continues to omit material facts about the Product.
16 Injunctive relief is necessary to prevent Defendant from continuing to engage in the
17 unfair, fraudulent, and/or unlawful conduct described herein and to prevent future
18 harm—none of which can be achieved through available legal remedies (such as
19 monetary damages to compensate past harm). Injunctive relief, in the form of
20 affirmative disclosures is necessary to dispel the public misperception about the
21 Product that has resulted from years of Defendant’s unfair, fraudulent, and unlawful
22 marketing efforts. Such disclosures would include, but are not limited to, publicly
23 disseminated statements that the Product’s labeling misrepresentations are untrue
24 and providing accurate information about the Product’s true nature; and/or requiring
25 prominent disclaimers on the Product’s front labels concerning the Product’s true
26 nature. An injunction requiring affirmative disclosures to dispel the public’s
27 misperception, and prevent the ongoing deception, is also not available through a
28 legal remedy (such as monetary damages). In addition, Plaintiff is currently unable

1 to accurately quantify the damages caused by Defendant's future harm, because
2 discovery and Plaintiff's investigation have not yet completed, rendering injunctive
3 relief necessary. Further, because a public injunction is available under the UCL,
4 damages will not adequately benefit the general public in a manner equivalent to an
5 injunction.

6 47. Moreover, a legal remedy is not adequate if it is not as certain as an
7 equitable remedy. Here, Plaintiff may lack an adequate remedy at law if, for instance,
8 damages resulting from his purchases of the Product are determined to be an amount
9 less than the premium price of the Product. Without compensation for the full
10 premium price of the Product, Plaintiff and class members would be left without the
11 parity in purchasing power to which they are entitled.

12 48. By the same token, Plaintiff's common law claims require additional
13 showings, compared to the UCL, FAL, or unjust enrichment claims. For example,
14 to prevail on a breach of warranty claim, Plaintiff must show that the challenged
15 statements constitute a warranty and that the warranty was part of the basis of the
16 bargain. No such showings are required by the UCL or FAL, or for an unjust
17 enrichment theory. In fact, the UCL and the FAL were enacted specifically to create
18 new claims and remedies not available at common law. And unjust enrichment exists
19 in part because contractual claims are often more difficult to establish. In this way,
20 Plaintiff's UCL and FAL claims, and Plaintiff's unjust enrichment claims, are more
21 certain than their legal claims.

22 49. It is premature to determine whether an adequate remedy at law exists.
23 This is an initial pleading and discovery has not yet commenced and/or is at its initial
24 stages. No class has been certified yet. No expert discovery has commenced and/or
25 completed. The completion of fact/non-expert and expert discovery, as well as the
26 certification of this case as a class action, are necessary to finalize and determine the
27 adequacy and availability of all remedies, including legal and equitable, for
28 Plaintiff's individual claims and any certified class or subclass. Plaintiff therefore

1 reserves his right to amend this complaint and/or assert additional facts that
2 demonstrate this Court’s jurisdiction to order equitable remedies where no adequate
3 legal remedies are available for either Plaintiff and/or any certified class or subclass.
4 Such proof, to the extent necessary, will be presented prior to the trial of any
5 equitable claims for relief and/or the entry of an order granting equitable relief.

6 **V. CLASS ACTION ALLEGATIONS**

7 50. Pursuant to Federal Rule of Civil Procedure 23, Plaintiff seeks
8 certification of the following Classes (or alternative Classes or Subclasses):

9 **The Nationwide Class**

10 All U.S. citizens who purchased the Product in their respective state of
11 citizenship for personal and household use and not for resale within the
12 applicable statute of limitations and until the date class notice is disseminated.

13 **The California Subclass**

14 All California citizens who purchased the Product in California for personal
15 and household use and not for resale within the applicable statute of
16 limitations and until the date class notice is disseminated.

17 51. The Classes and Subclasses described in this complaint will jointly be
18 referred to the “Class” or the “Classes” unless otherwise stated, and the proposed
19 members of the Classes and Subclasses will jointly be referred to as “Class
20 Members.”

21 52. Plaintiff and the Class reserve their right to amend or modify the Class
22 definitions with greater specificity or further division into subclasses or limitation to
23 particular issues as discovery and the orders of this Court warrant.

24 53. Excluded from the Class are governmental entities, Defendant, any
25 entity in which Defendant has a controlling interest, Defendant’s employees,
26 officers, directors, legal representatives, heirs, successors and wholly or partly
27 owned subsidiaries or affiliated companies, including all parent companies, and their
28 employees; and the judicial officers, their immediate family members and court staff

1 assigned to this case.

2 54. The members in the proposed Class are so numerous that individual
3 joinder of all members is impracticable. Due to the nature of the trade and commerce
4 involved, however, Plaintiff believes the total number of Class members is at least
5 in the hundreds and members of the Classes are numerous. While the exact number
6 and identities of the Class members are unknown at this time, such information can
7 be ascertained through appropriate investigation and discovery. The disposition of
8 the claims of the Class members in a single class action will provide substantial
9 benefits to all parties and to the Court.

10 55. Pursuant to Rule 23(b)(2), Defendant has acted or refused to act on
11 grounds generally applicable to the Classes, thereby making final injunctive relief
12 or corresponding declaratory relief and damages as to the Product appropriate with
13 respect to the Classes as a whole. In particular, Defendant has failed to disclose the
14 true nature of the Product being marketed as described herein.

15 56. There is a well-defined community of interest in the questions of law
16 and fact involved, affecting the Plaintiff and the Classes and these common
17 questions of fact and law include, but are not limited to, the following:

- 18 • Whether Defendant breached any express warranties made to Plaintiff
19 and the Class;
- 20 • Whether Defendant breached any implied warranties made to Plaintiff
21 and the Class;
- 22 • Whether Defendant violated consumer protection statutes, false
23 advertising statutes, or state deceptive business practices statutes;
- 24 • Whether Defendant engaged, and continues to engage, in unfair or
25 deceptive acts and practices in connection with the marketing,
26 advertising, and sales of the Product;
- 27 • Whether reasonable consumers are likely to be misled by Defendant's
28 advertising and labeling of the Product;

- 1 • Whether the Product’s challenged representations are material
- 2 representations made to reasonable consumers;
- 3 • Whether the proposed class is suitable for class certification;
- 4 • The proper amount of restitution, damages, and punitive damages;
- 5 • The proper injunctive relief, including a corrective advertising
- 6 campaign;
- 7 • The proper amount of attorneys’ fees.

8 57. These common questions of law and fact predominate over questions
9 that affect only individual Class Members.

10 58. Plaintiff’s claims are typical of Class Members’ claims because they
11 are based on the same underlying facts, events, and circumstances relating to
12 Defendant’s conduct. Specifically, all Class Members, including Plaintiff, were
13 subjected to the same misleading and deceptive conduct when they purchased the
14 Product, and suffered economic injury because the Product were and still are
15 misrepresented. Absent Defendant’s business practice of deceptively and unlawfully
16 labeling the Product, Plaintiff and Class Members would not have purchased the
17 Product, or would have paid less for them.

18 59. Plaintiff will fairly and adequately represent and protect the interests of
19 the Classes, has no interests incompatible with the interests of the Classes, and has
20 retained counsel with substantial experience in handling complex consumer class
21 action litigation. Plaintiff and his counsel are committed to vigorously prosecuting
22 this action on behalf of the Classes and have the financial resources to do so.

23 60. Plaintiff and the members of the Classes suffered, and will continue to
24 suffer harm as a result of Defendant’s unlawful and wrongful conduct. A class action
25 is superior to other available methods for the fair and efficient adjudication of the
26 present controversy. Individual joinder of all members of the Classes is
27 impracticable. Even if individual Class members had the resources to pursue
28 individual litigation, it would be unduly burdensome to the courts in which the

1 individual litigation would proceed. Individual litigation magnifies the delay and
2 expense to all parties in the court system of resolving the controversies engendered
3 by Defendant’s common course of conduct. The class action device allows a single
4 court to provide the benefits of unitary adjudication, judicial economy, and the fair
5 and efficient handling of all Class members’ claims in a single forum. The conduct
6 of this action as a class action conserves the resources of the parties and of the
7 judicial system and protects the rights of the class members. Furthermore, for many,
8 if not most, a class action is the only feasible mechanism that allows an opportunity
9 for legal redress and justice.

10 61. Adjudication of individual Class members’ claims with respect to
11 Defendant would, as a practical matter, be dispositive of the interests of other
12 members not parties to the adjudication, and could substantially impair or impede
13 the ability of other class members to protect their interests.

14 62. Defendant has acted on grounds applicable to the Class, thereby making
15 appropriate final public injunctive and declaratory relief concerning the Class as a
16 whole.

17 63. As a result of the foregoing, class treatment is appropriate.

18 **VI. CAUSES OF ACTION**

19 **FIRST CLAIM FOR RELIEF**

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

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

22 64. Plaintiff realleges and incorporates by reference all allegations
23 contained in this complaint, as though fully set forth herein

24 65. Plaintiff brings this claim under the CLRA individually and on behalf
25 of the California Class against Defendant.

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

28 67. At all relevant times, Defendant was a “person,” as defined in

1 California Civil Code section 1761(c).

2 68. At all relevant times, the Product manufactured, distributed, marketed,
3 advertised, and sold by Defendant constituted “goods,” as defined in California Civil
4 Code section 1761(a).

5 69. The purchases of the Product by Plaintiff and the members of the Class
6 were and are “transactions” within the meaning of California Civil Code section
7 1761(e).

8 70. Defendant disseminated, or caused to be disseminated, through its
9 advertising, false and misleading representations, including the Product’s labeling
10 that the Product was a “monk fruit” sweetener, “sweetened by nature” and contained
11 “nothing artificial.” Defendant failed to disclose that the Product primarily contains
12 the artificial sweetener erythritol. This is a material misrepresentation and omission
13 as reasonable consumer would find the fact that the Product contains an artificial
14 sweetener and less than 1% monk fruit extract to be important to their decision in
15 purchasing the Product. Defendant’s representations violate the CLRA in the
16 following ways:

- 17 a. Defendant represented that the Product has characteristics, ingredients,
18 uses, and benefits which it does not have (Cal. Civ. Code § 1770(a)(5));
19 b. Defendant represented that the Product is of a particular standard, quality,
20 or grade, which it is not (Cal. Civ. Code § 1770(a)(7));
21 c. Defendant advertised the Product with an intent not to sell the Product as
22 advertised (Cal. Civ. Code § 1770(a)(9)); and
23 d. Defendant represented that the subject of a transaction has been supplied
24 in accordance with a previous representation when it has not (Cal. Civ.
25 Code § 1770(a)(16)).

26 71. Defendant violated the CLRA because the Product was prominently
27 advertised as being a “monk fruit” sweetener containing “nothing artificial,” but the
28 Product contains less than 1% monk fruit extract and primarily contains the artificial

1 sweetener erythritol. Defendant knew or should have known that consumers would
2 want to know that the Product contains almost no monk fruit and an artificial
3 sweetener.

4 72. Defendant's actions as described herein were done with conscious
5 disregard of Plaintiff' and the Class members' rights and were wanton and
6 malicious.

7 73. Defendant's wrongful business practices constituted, and constitute, a
8 continuing course of conduct in violation of the CLRA, since Defendant is still
9 representing that the Product has characteristics which it does not have.

10 74. Pursuant to California Civil Code section 1782(d), Plaintiff and the
11 members of the Class seek an order enjoining Defendant from engaging in the
12 methods, acts, and practices alleged herein.

13 75. Pursuant to California Civil Code section 1782, Plaintiff notified
14 Defendant in writing by certified mail of the alleged violations of the CLRA and
15 demanded that Defendant rectify the problems associated with the actions detailed
16 above and give notice to all affected consumers of its intent to so act.

17 76. More than thirty days have passed since Plaintiff sent Defendant a
18 CLRA letter, and Defendant has failed to take the corrective action described therein.
19 Wherefore, Plaintiff seeks actual, punitive, and statutory damages as appropriate, as
20 well as attorneys' fees and costs for Defendant's violations of the CLRA.

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

23 **SECOND CLAIM FOR RELIEF**

24 **Violation of California's Unfair Competition Law**

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

26 78. Plaintiff realleges and incorporates by reference all allegations
27 contained in this complaint, as though fully set forth herein.

28 79. Plaintiff brings this claim under the UCL individually and on behalf of

1 the California Class against Defendant.

2 80. The UCL prohibits any “unlawful,” “fraudulent,” or “unfair” business
3 act or practice and any false or misleading advertising.

4 81. Defendant committed unlawful business acts or practices by making the
5 representations and omitted material facts (which constitutes advertising within the
6 meaning of California Business & Professions Code section 17200), as set forth
7 more fully herein, and by violating California’s Consumers Legal Remedies Act,
8 Cal. Civ. Code §§17500, *et seq.*, California’s False Advertising Law, Cal. Bus. &
9 Prof. § 17500, *et seq.*, 15 U.S.C. § 45, and by breaching express and implied
10 warranties. Plaintiff, individually and on behalf of the other Class members, reserves
11 the right to allege other violations of law, which constitute other unlawful business
12 acts or practices. Such conduct is ongoing and continues to this date.

13 82. Defendant committed “unfair” business acts or practices by: (1)
14 engaging in conduct where the utility of such conduct is outweighed by the harm to
15 Plaintiff and the members of the Class; (2) engaging in conduct that is immoral,
16 unethical, oppressive, unscrupulous, or substantially injurious to Plaintiff and the
17 members of the Class; and (3) engaging in conduct that undermines or violates the
18 intent of the consumer protection laws alleged herein. There is no societal benefit
19 from deceptive advertising. Plaintiff and the other Class members paid for a Product
20 that is not as advertised by Defendant. Further, Defendant failed to disclose a
21 material fact (that the Product contains almost no monk fruit and the artificial
22 sweetener erythritol) of which it had exclusive knowledge. While Plaintiff and the
23 other Class members were harmed, Defendant was unjustly enriched by its false
24 misrepresentations and material omissions. As a result, Defendant’s conduct is
25 “unfair,” as it offended an established public policy. There were reasonably available
26 alternatives to further Defendant’s legitimate business interests, other than the
27 conduct described herein.

28 83. Defendant committed “fraudulent” business acts or practices by making

1 the representations of material fact regarding the Product set forth herein.
2 Defendant's business practices as alleged are "fraudulent" under the UCL because
3 they are likely to deceive customers into believing the Product primarily contains
4 monk fruit and nothing artificial.

5 84. Plaintiff and the other members of the Class have in fact been deceived
6 as a result of their reliance on Defendant's material representations and omissions.
7 This reliance has caused harm to Plaintiff and the other members of the Class, each
8 of whom purchased Defendant's Product. Plaintiff and the other Class members have
9 suffered injury in fact and lost money as a result of purchasing the Product and
10 Defendant's unlawful, unfair, and fraudulent practices.

11 85. Defendant's wrongful business practices and violations of the UCL are
12 ongoing.

13 86. Plaintiff and the Class seek pre-judgment interest as a direct and
14 proximate result of Defendant's unfair and fraudulent business conduct. The amount
15 on which interest is to be calculated is a sum certain and capable of calculation, and
16 Plaintiff and the Class seek interest in an amount according to proof.

17 87. Unless restrained and enjoined, Defendant will continue to engage in
18 the above-described conduct. Accordingly, injunctive relief is appropriate. Pursuant
19 to California Business & Professions Code section 17203, Plaintiff, individually and
20 on behalf of the California Class, seek (1) restitution from Defendant of all money
21 obtained from Plaintiff and the other Class members as a result of unfair
22 competition; (2) an injunction prohibiting Defendant from continuing such practices
23 in the State of California that do not comply with California law; and (3) all other
24 relief this Court deems appropriate, consistent with California Business &
25 Professions Code section 17203.

26 **THIRD CLAIM FOR RELIEF**

27 **Violation of California's False Advertising Law**

28 **Cal. Bus. & Prof. Code §§ 17500, *et seq.***

1 88. Plaintiff realleges and incorporates by reference all allegations
2 contained in this complaint, as though fully set forth herein.

3 89. Plaintiff brings this claim under the FAL individually and on behalf of
4 the California Class against Defendant.

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

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

14 92. As alleged herein, Defendant falsely advertised the Product by falsely
15 representing that the Product primarily contained monk fruit and nothing artificial,
16 when in fact, the Product contains almost no monk fruit and the artificial sweetener
17 erythritol.

18 93. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury
19 in fact as a result of Defendant’s actions as set forth herein. Specifically, prior to the
20 filing of this action, Plaintiff purchased the Product in reliance on Defendant’s false
21 and misleading labeling claim that the Product was a “monk fruit” sweetener,
22 “sweetened by nature” and contained “nothing artificial.”

23 94. Defendant’s business practices as alleged herein constitute deceptive,
24 untrue, and misleading advertising pursuant to the FAL because Defendant has
25 advertised the Product in a manner that is untrue and misleading, which Defendant
26 knew or reasonably should have known, and omitted material information from its
27 advertising.

28 95. Defendant profited from its sale of the falsely and deceptively

1 advertised Product to unwary consumers.

2 96. As a result, Plaintiff, the Class, and the general public are entitled to
3 public injunctive and equitable relief, restitution, and an order for the disgorgement
4 of the funds by which Defendant was unjustly enriched.

5 97. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff, on behalf of
6 themselves and the Classes, seek an order enjoining Defendant from continuing to
7 engage in deceptive business practices, false advertising, and any other act
8 prohibited by law, including those set forth herein.

9 **FOURTH CLAIM FOR RELIEF**

10 **Breach of Express Warranty**

11 **Cal. Com. Code § 2313(1)**

12 98. Plaintiff realleges and incorporates by reference all allegations
13 contained in this complaint, as though fully set forth herein.

14 99. Plaintiff brings this claim for breach of express warranty individually
15 and on behalf of all Classes against Defendant.

16 100. As the manufacturer, marketer, distributor, and seller of the Product,
17 Defendant issued an express warranty by representing to consumers at the point of
18 purchase that the Product was a “monk fruit” sweetener, “sweetened by nature,” and
19 contained “nothing artificial.”

20 101. Plaintiff and the Class reasonably relied on Defendant’s
21 misrepresentations, descriptions and specifications regarding the Product, including
22 the representation that the Product was a “monk fruit” sweetener, “sweetened by
23 nature,” and contained “nothing artificial.”

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

27 103. In fact, the Product does not conform to Defendant’s representations
28 because the Product contains almost no monk fruit and contains the artificial

1 sweetener erythritol. By falsely representing the Product in this way, Defendant
2 breached express warranties.

3 104. Plaintiff relied on Defendant's representations on the Product's label
4 and advertising materials which provide the basis for an express warranty under
5 California law.

6 105. As a direct and proximate result of Defendant's breach, Plaintiff and
7 Members of the Class were injured because they: (1) paid money for the Product
8 that was not as Defendant represented; (2) were deprived of the benefit of the bargain
9 because the Product they purchased was different than Defendant advertised; and (3)
10 were deprived of the benefit of the bargain because the Product they purchased had
11 less value than if Defendant's representations about the characteristics of the Product
12 were truthful.

13 106. Had Defendant not breached the express warranty by making the false
14 representations alleged herein, Plaintiff and Class Members would not have
15 purchased the Product or would not have paid as much as they did for it.

16 **FIFTH CLAIM FOR RELIEF**

17 **Breach of Implied Warranty**

18 **Cal. Com. Code § 2314**

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

21 108. Plaintiff brings this claim for breach of implied warranty individually
22 and on behalf of all Classes against Defendant.

23 109. Plaintiff and the Class purchased the Product manufactured, advertised,
24 and sold by Defendant, as described herein.

25 110. Defendant, through its acts and omissions set forth herein, in the sale,
26 marketing, and promotion of the Product, misrepresented the characteristics of the
27 Product to Plaintiff and the Class.

28 111. Defendant is a merchant with respect to the goods of this kind which

1 were sold to Plaintiff and the Class, and there was, in the sale to Plaintiff and other
2 consumers, an implied warranty that those goods were merchantable.

3 112. However, Defendant breached that implied warranty in that the Product
4 was a “monk fruit” sweetener containing primarily monk fruit and contained nothing
5 artificial. Instead, the Product contains almost no monk fruit and contains the
6 artificial sweetener erythritol.

7 113. As an actual and proximate result of Defendant’s conduct, Plaintiff and
8 the Class did not receive goods as impliedly warranted by Defendant to be
9 merchantable in that the Product did not conform to promises and affirmations made
10 on the label of the Product.

11 114. Plaintiff and the Class have sustained damages as a proximate result of
12 the foregoing breach of implied warranty in the amount of the Product’s price
13 premium.

14 **SIXTH CLAIM FOR RELIEF**

15 **Negligent Misrepresentation**

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

18 116. Plaintiff brings this claim for negligent misrepresentation individually
19 and on behalf of all Classes against Defendant.

20 117. Defendant had a duty to disclose to Plaintiff and Class Members correct
21 information as to the quality and characteristics of the Product because Defendant
22 was in a superior position than Plaintiff and Class Members such that reliance by
23 Plaintiff and Class Members was justified. Defendant possessed the skills and
24 expertise to know the type of information that would influence a consumer’s
25 purchasing decision.

26 118. During the applicable class period, Defendant negligently or carelessly
27 misrepresented, omitted, and concealed from consumers material facts regarding the
28 quality and characteristics of the Product, including the fact that the Product is

1 primarily sweetened with the artificial sweetener erythritol, despite being advertised
2 as a “monk fruit” sweetener containing “nothing artificial.”

3 119. Defendant made such false and misleading statements and omissions
4 with the intent to induce Plaintiff and Class Members to purchase the Product at a
5 premium price.

6 120. Defendant was careless in ascertaining the truth of its representations
7 in that it knew or should have known that Plaintiff and Class Members would be
8 overpaying for the Product.

9 121. Plaintiff and Class Members were unaware of the falsity in Defendant’s
10 misrepresentations and omissions and, as a result, justifiably relied on them when
11 making the decision to purchase the Product.

12 122. Plaintiff and Class Members would not have purchased the Product or
13 paid as much for the Product if the true facts had been known.

14 **SEVENTH CLAIM FOR RELIEF**

15 **Intentional Misrepresentation/Fraud**

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

18 124. Plaintiff brings this claim for intentional misrepresentation individually
19 and on behalf of all Classes against Defendant.

20 125. Defendant had a duty to disclose to Plaintiff and Class Members correct
21 information as to the quality and characteristics of the Product because Defendant
22 was in a superior position than Plaintiff and Class Members such that reliance by
23 Plaintiff and Class Members was justified. Defendant possessed the skills and
24 expertise to know the type of information that would influence a consumer’s
25 purchasing decision.

26 126. During the applicable class period, Defendant intentionally
27 misrepresented, omitted, and concealed from consumers material facts regarding the
28 quality and characteristics of the Product, including that the Product contains almost

1 no monk fruit and contains the artificial sweetener erythritol, despite the Product’s
2 “monk fruit,” “sweetened by nature,” and “nothing artificial” representations. These
3 representations were material and were uniformly made.

4 127. As noted in detail above, these representations were false and
5 misleading, as the Product contains almost no monk fruit and the artificial sweetener
6 erythritol. Defendant made these misrepresentations with actual knowledge of their
7 falsity and/or made them with fraudulent intent.

8 128. Defendant made such false and misleading statements and omissions
9 with the intent to induce Plaintiff and Class Members to purchase the Product at a
10 premium price, deprive Plaintiff and Class Members of property or otherwise
11 causing injury, and thus, Defendant has committed fraud.

12 129. Defendant’s deceptive or fraudulent intent is evidenced by motive and
13 opportunity. Defendant knew that consumers would pay more for a product if they
14 believed it was primarily a monk fruit sweetener with no artificial ingredients. For
15 that reason, Defendant misrepresented the Product so that Defendant could realize
16 greater profits. Defendant knew that consumers would place trust and confidence in
17 its Product’s claims and rely thereon in their purchases of the Product.

18 130. Plaintiff and the Class Members were unaware of the falsity in
19 Defendant’s misrepresentations and omissions and, as a result, justifiably relied on
20 them when making the decision to purchase the Product.

21 131. As a proximate result of Defendant’s intentional misrepresentations,
22 Plaintiff and the Class were induced to purchase the Product at a premium.

23 132. Plaintiff and the Class Members would not have purchased the Product
24 or paid as much for the Product if the true facts had been known.

25 133. As a result of their reliance, Plaintiff and Class Members were injured
26 in an amount to be proven at trial, including, but not limited to, their lost benefit of
27 the bargain and overpayment at the time of purchase.

28 134. Defendant’s conduct was knowing, intentional, with malice,

1 demonstrated a complete lack of care, and was in reckless disregard for the rights of
2 Plaintiff and Class Members Plaintiff and Class Members are therefore entitled to
3 an award of punitive damages.

4 **EIGHTH CLAIM FOR RELIEF**

5 **Quasi-Contract/ Unjust Enrichment**

6 135. Plaintiff realleges and incorporates by reference all allegations
7 contained in this complaint, as though fully set forth herein.

8 136. Plaintiff brings this claim for quasi contract/unjust enrichment
9 individually and on behalf of all Classes against Defendant.

10 137. As alleged in detail above, Defendant's false and misleading labelling
11 caused Plaintiff and the Class to purchase the Product at a premium.

12 138. In this way, Defendant received a direct and unjust benefit, at Plaintiff
13 and the Class's expense.

14 139. It would be unjust and inequitable for Defendant to retain the above-
15 mentioned benefits. For example, Defendant was only able to charge a premium for
16 the Product by intentionally withholding information from Plaintiff, or otherwise
17 misrepresenting the Product's qualities.

18 140. Plaintiff and the Class seek restitution.

19 **VII. PRAYER FOR RELIEF**

20 141. Wherefore, Plaintiff, on behalf of himself, all others similarly situated,
21 and the general public, prays for judgment against Defendant as follows:

- 22
- 23 • For an order certifying this action as a class action, appointing Plaintiff
24 as the Class Representative, and appointing Plaintiff's Counsel as Class
25 Counsel;
 - 26 • For an order declaring that Defendant's conduct violates the statutes
27 and laws referenced herein, consistent with applicable law and pursuant
28 to only those causes of action so permitted;
 - For an order awarding monetary compensation in the form of damages,

1 restitution, and/or disgorgement to Plaintiff and the Class, consistent
2 with permissible law and pursuant to only those causes of action so
3 permitted;

- 4 • For an order awarding punitive damages, statutory penalties, and/or
5 monetary fines, consistent with permissible law and pursuant to only
6 those causes of action so permitted;
- 7 • For an order awarding attorneys' fees and costs, consistent with
8 permissible law and pursuant to only those causes of action so
9 permitted;
- 10 • For an order awarding pre-judgment and post-judgment interest,
11 consistent with permissible law and pursuant to only those causes of
12 action so permitted; and
- 13 • For such other and further relief as the Court deems just and proper.

14 **JURY DEMAND**

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

16
17 Dated: December 22, 2025

CROSNER LEGAL, P.C.

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