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By: Danielle Harbour,  
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1 CROSNER LEGAL, P.C.  
2 Zachary M. Crosner (SBN 272295)  
3 zach@crosnerlegal.com  
4 Michael T. Houchin (SBN 305541)  
5 mhouchin@crosnerlegal.com  
6 9440 Santa Monica Blvd. Suite 301  
7 Beverly Hills, CA 90210  
8 Tel: (866) 276-7637  
9 Fax: (310) 510-6429  
10 Adam C. York (*Pro Hac Vice* application forthcoming)  
11 adam@crosnerlegal.com  
12 1016 West Jackson Blvd Suite 197  
13 Chicago, Illinois 60607  
14 *Attorneys for Plaintiff and the Proposed Class*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF ALAMEDA**

12 DANIEL BOTTEH, individually, and on  
13 behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 EAT JUST, INC.,

17 Defendant.  
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Case No. **26CV172997**

CLASS ACTION COMPLAINT FOR:

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

DEMAND FOR JURY TRIAL

1 Plaintiff Daniel Botteh (“Plaintiff”) brings this class action complaint against Eat Just,  
 2 Inc. (hereinafter “Eat Just” or “Defendant”). These allegations are grounded in counsel’s  
 3 investigation and are presented upon information and belief, except for those directly concerning  
 4 Plaintiff, which are based on personal knowledge.

### 5 INTRODUCTION

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

9 2. Defendant manufactures, distributes, advertises, markets, and sells Just Mayo  
 10 and Just Ranch products. The packaging prominently displays on the front of the label the claim  
 11 that these products contain “No artificial preservatives.”

12 3. This statement is false. Each of the Products<sup>1</sup> are made with citric acid—a well  
 13 known preservative used in food products.

14 4. Defendant’s packaging, labeling, and advertising scheme is intended to give  
 15 consumers the impression that they are buying a premium product that is free from preservatives.

16 5. Plaintiff, who purchased the Products in California, was deceived by Defendant’s  
 17 unlawful conduct and brings this action on his own behalf and on behalf of California consumers  
 18 to remedy Defendant’s unlawful acts.

### 19 PARTIES

20 6. Defendant Eat Just is a Delaware corporation that maintains its principal place of  
 21 business at 1145 Atlantic Avenue, Alameda, CA. At all times relevant to this Complaint,  
 22 Defendant was the manufacturer, distributor, marketer, and seller of the Products.

23 7. Plaintiff Daniel Botteh is a resident of California. Plaintiff purchased the  
 24 Products during the class period in California. Plaintiff relied on Defendant’s deceptive  
 25 advertising and labeling claims as set forth below.

26  
 27 \_\_\_\_\_  
 28 <sup>1</sup> For the purposes of this Complaint, the “Products” means all products made by Eat Just labeled  
 as containing “No artificial preservatives” that include citric acid as an ingredient. The Products  
 include, but are not limited to, Just Chipotle Mayo, Just Chipotle Ranch, and Just Ranch.

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**JURISDICTION AND VENUE**

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

9. This Court has general personal jurisdiction over Defendant because Defendant is headquartered in Alameda, California, and a corporation’s “place of incorporation and principal place of business are ‘paradig[m] . . . bases for general jurisdiction.’” *Daimler AG v. Bauman*, 571 U.S. 117, 137 (2014).

10. Venue is proper in this county pursuant to California Code of Civil Procedure § 395.5 and California Civil Code § 1780(d) because Defendant’s principal place of business is located in this county.

**FACTUAL ALLEGATIONS**

**“NO ARTIFICIAL PRESERVATIVES” IS PROMINENTLY DISPLAYED ON THE FRONT LABELS OF THE PRODUCTS**

11. The front labels for each of the Products prominently state that the Products contain “No artificial preservatives” thereby misleading reasonable consumers into believing that the Products are free from preservatives. However, each of the Products contain the preservative citric acid. Below are examples of labels for the Products:

**Just Chipotle Mayo:**



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**Just Ranch:**



**Just Chipotle Ranch:**



**CITRIC ACID IS A PRESERVATIVE**

12. Citric acid acts as a preservative when added to food products, including the Products at issue. The Food and Drug Administration (“FDA”) defines a preservative as “any chemical that, when added to food, tends to prevent or retard deterioration thereof, but does not include common salt, sugars, vinegars, spices, or oils extracted from spices, substances added to food by direct exposure thereof to wood smoke, or chemicals applied for their insecticidal or

herbicidal properties.” 21 C.F.R. §101.22(a)(5). The FDA has listed citric acid as a preservative in its “Overview of Food Ingredients, Additives and Colors” as shown below:<sup>2</sup>

| Types of Ingredients | What They Do  | Examples of Uses   | Names Found on Product Labels  |
|----------------------|---|--|--|
| Preservatives        | Prevent food spoilage from bacteria, molds, fungi, or yeast (antimicrobials); slow or prevent changes in color, flavor, or texture and delay rancidity (antioxidants); maintain freshness | Fruit sauces and jellies, beverages, baked goods, cured meats, oils and margarines, cereals, dressings, snack foods, fruits and vegetables | Ascorbic acid, citric acid, sodium benzoate, calcium propionate, sodium erythorbate, sodium nitrite, calcium sorbate, potassium sorbate, BHA, BHT, EDTA, tocopherols (Vitamin E) |

13. In a warning letter sent to Chiquita Brands International, Inc. and Fresh Express, Inc., the FDA warned that certain products were misbranded under the Federal Food Drug and Cosmetics Act because they “contain the *chemical preservatives ascorbic acid and citric acid* but their labels fail to declare these *preservatives* with a description of their functions. 21 C.F.R. [§] 101.22” (emphasis added).

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<sup>2</sup> Overview of Food Ingredients, Additives & Colors, FOOD AND DRUG ADMINISTRATION, available at <https://web.archive.org/web/20220901032454/http://www.fda.gov/food/food-ingredients-packaging/overview-food-ingredients-additives-colors>

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14. The Encyclopedia Britanica also classifies citric acid as a preservative because it has antioxidant properties, as shown below<sup>3</sup>:

## Preservatives

Food preservatives are classified into two main groups: antioxidants and antimicrobials. Antioxidants are compounds that delay or prevent the deterioration of foods by oxidative mechanisms. Antimicrobial agents inhibit the growth of spoilage and pathogenic microorganisms in food.

| Food preservatives                |                                   |
|-----------------------------------|-----------------------------------|
| chemical agent                    | mechanism of action               |
| <b>Antioxidants</b>               |                                   |
| ascorbic acid                     | oxygen scavenger                  |
| butylated hydroxyanisole (BHA)    | free radical scavenger            |
| butylated hydroxytoluene (BHT)    | free radical scavenger            |
| citric acid                       | enzyme inhibitor/metal chelator   |
| sulfites                          | enzyme inhibitor/oxygen scavenger |
| tertiary butylhydroquinone (TBHQ) | free radical scavenger            |
| tocopherols                       | free radical scavenger            |

15. The Agricultural Marketing Service of the United States Department of Agriculture (“USDA”) has also recognized the use of citric acid as a preservative stating that “Citric acid has a wide variety of uses, some of which can provide preservative functions, primarily though lowering the pH of the food.”<sup>4</sup>

16. The USDA’s Food Safety Inspection Service’s “Guideline for Label Approval” states that “[s]ome common chemical preservatives include BHA, BHT, calcium propionate, citric acid, natamycin and sodium propionate.”<sup>5</sup>

<sup>3</sup> *Preservatives*, BRITANICA, available at <https://www.britannica.com/topic/food-additive/Preservatives#ref502211>

<sup>4</sup> *Citric Acid and Salts*, UNITED STATES DEPARTMENT OF AGRICULTURE, available at <https://www.ams.usda.gov/sites/default/files/media/Citric%20Acid%20TR%202015.pdf>.

<sup>5</sup> FSIS Guideline for Label Approval, UNITED STATES DEPARTMENT OF AGRICULTURE, available at [https://www.fsis.usda.gov/sites/default/files/media\\_file/documents/FSIS-GD-2023-0001.pdf](https://www.fsis.usda.gov/sites/default/files/media_file/documents/FSIS-GD-2023-0001.pdf)

1 17. Several academic journals also note the use of citric acid as a preservative.<sup>6</sup>  
 2 Indeed, “Citric acid acts as a preservative in many processed foods, keeping them fresh. It does  
 3 this by slowing or helping prevent the formation of bacteria, mold, yeast, and fungus.”<sup>7</sup> “Today,  
 4 citric acid is one of the most common and widely-used preservatives in the world[.]”<sup>8</sup>

5 18. Citric acid functions as a preservative in the Products regardless of whether  
 6 Defendant intended to use citric acid as a preservative. Citric acid functions as a preservative  
 7 even if it is also added to the Products for some other use. *See* 21 C.F.R. §101.22(a)(5) (defining  
 8 preservatives as “any chemical that, when added to food, *tends to prevent or retard*  
 9 *deterioration*”) (emphasis added); *see also* Merriam-Webster’s Dictionary (defining  
 10 “preservative” as “something that preserves or *has the power of preserving.*”) (emphasis  
 11 added).<sup>9</sup>

12 19. Many commercial food manufactures use a synthetic form of citric acid that is  
 13 derived from heavy chemical processing.<sup>10</sup> Commercially-produced citric acid is manufactured  
 14 using a type of black mold called *Aspergillus niger*.<sup>11</sup> Consumption of manufactured citric acid

16 <sup>6</sup> K. Kirimura, et al., *Citric Acid*, COMPREHENSIVE BIOTECHNOLOGY (SECOND EDITION) (2011),  
 17 *available at* <https://www.sciencedirect.com/science/article/abs/pii/B9780080885049001690?via%3Dihub>;  
 18 K.M.S. Islam, *Use of citric acid in broiler diets*, WORLD’S POULTRY SCIENCE JOURNAL VOL.  
 19 68, ISSUE 1 (Feb. 21, 2012), *available at* <https://www.cambridge.org/core/journals/world-s-poultry-science-journal/article/abs/use-of-citric-acid-in-broiler-diets/DA15C2C1F90667525BF2414DF3BFF646> (“Citric Acid (CA) is a weak organic acid  
 20 which is a natural preservative and can add an acidic or sour taste to foods and soft drinks.”).

21 <sup>7</sup> *What is citric acid, and what is it used for?*, MEDICAL NEWS TODAY (July 23, 2021), *available*  
 22 *at* <https://www.medicalnewstoday.com/articles/citric-acid>

23 <sup>8</sup> *Citric Acid: One of the Most Important Preservatives in The World*, FBC INDUSTRIES, INC.  
 (Feb. 5, 2019), *available at* <https://fbcindustries.com/citric-acid-one-of-the-most-important-preservatives-in-the-world/>

24 <sup>9</sup> *Preservative*, MERRIAM-WEBSTER’S DICTIONARY, *available at* [https://www.merriam-webster.com/dictionary/preservative?utm\\_campaign=sd&utm\\_medium=serp&utm\\_source=jso](https://www.merriam-webster.com/dictionary/preservative?utm_campaign=sd&utm_medium=serp&utm_source=jso)  
 25 [nld](https://www.merriam-webster.com/dictionary/preservative?utm_campaign=sd&utm_medium=serp&utm_source=jso)

26 <sup>10</sup> A. Hesham, Y. Mostafa & L. Al-Sharqi, *Optimization of Citric Acid Production by*  
*Immobilized Cells of Novel Yeast Isolates*, 48 MYCOBIOLOGY 122, 123 (2020), *available at*  
 27 <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7178817/>

28 <sup>11</sup> *Id*; Pau Loke Show, et al., *Overview of citric acid production from Aspergillus niger*,  
 FRONTIERS IN LIFE SCIENCE, 8:3, 271-283 (2015), *available at*  
<https://www.tandfonline.com/doi/full/10.1080/21553769.2015.1033653>

1 has been associated with adverse health events like joint pain with swelling and stiffness,  
2 muscular and stomach pain, as well as shortness of breath.<sup>12</sup> On information and belief,  
3 Defendant uses synthetic manufactured citric acid in the Products.

4 20. Dictionary definitions define “artificial” as something made by man. For  
5 example, “artificial” is defined as “made by human skill; produced by humans ...”<sup>13</sup> Merriam-  
6 Webster’s online dictionary states that “artificial” means “humanly contrived ...”<sup>14</sup> Cambridge  
7 Dictionary states that “artificial” means “made by people, often as a copy of something  
8 natural.”<sup>15</sup>

9 21. Commercially-manufactured citric acid, like that used in the Products, is thus an  
10 artificial preservative.

11 **REASONABLE CONSUMERS ARE DECEIVED BY DEFENDANT’S**  
12 **FALSE LABELING STATEMENT AND SUFFERED ECONOMIC INJURY**

13 22. Studies show a growing number, if not a majority of, consumers choose foods  
14 made with “clean” ingredients.<sup>16</sup> In 2024, the global clean label ingredients market size was \$44  
15 billion.<sup>17</sup> As such, tapping into the clean label market is important to a company’s growth and

16 \_\_\_\_\_  
17 <sup>12</sup> Iliana E. Sweis, *et al.*, *Potential role of the common food additive manufactured citric acid*  
18 *in eliciting significant inflammatory reactions contributing to serious disease states: A series*  
19 *of four case reports*, TOXICOL REP. 5:808-812 (2018), available at  
20 <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/>

21 <sup>13</sup> *Artificial*, DICTIONARY.COM, available at <https://www.dictionary.com/browse/artificial>

22 <sup>14</sup> *Artificial*, MERRIAM-WEBSTER’S DICTIONARY, available at [https://www.merriam-](https://www.merriam-webster.com/dictionary/artificial)  
23 [webster.com/dictionary/artificial](https://www.merriam-webster.com/dictionary/artificial)

24 <sup>15</sup> *Artificial*, CAMBRIDGE DICTIONARY, available at  
25 <https://dictionary.cambridge.org/us/dictionary/english/artificial>

26 <sup>16</sup> *IFIC Survey: From “Chemical-sounding” to “Clean”*: *Consumer Perspectives on Food*  
27 *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/)  
28 [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,  
Chloe, *Consumer trends continue to prioritize clean label, non-GMO beverages*, BEVERAGE  
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)  
[continue-to-prioritize-clean-label-non-gmo-beverages](https://www.bevindustry.com/articles/96687-consumer-trends-continue-to-prioritize-clean-label-non-gmo-beverages).

<sup>17</sup> *Clean Label Ingredient - Market Share Analysis, Industry Trends & Statistics, Growth*  
*Forecasts (2024 - 2029)* (synopsis), MORDOR INTELLIGENCE, available at  
[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)  
[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*  
*Dynamic CAGR of 4.2% by 2030*, PERSISTENCE MARKET RESEARCH (Jan. 18, 2024),  
available at [https://www.globenewswire.com/en/news-](https://www.globenewswire.com/en/news-release/2024/01/18/2811262/0/en/Clean-Label-Ingredients-)  
[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-).

1 bottom line.<sup>18</sup> Indeed, it is well documented that manufacturers charge and consumers are  
 2 willing to pay a premium for products with clean ingredients (e.g., those that lack artificial  
 3 ingredients).<sup>19</sup>

4 23. “[F]oods bearing ‘free-from’ claims are increasingly relevant to Americans, as  
 5 they perceive the products as closely tied to health ... 84 percent of American consumers buy  
 6 free-from foods because they are seeking out more natural or less processed foods. In fact, 43  
 7 percent of consumers agree that free-from foods are healthier than foods without a free-from  
 8 claim, while another three in five believe the fewer ingredients a product has, the healthier it is  
 9 (59 percent). Among the top claims free-from consumers deem most important are trans-fat-free  
 10 (78 percent) and preservative-free (71 percent).”<sup>20</sup>

11 24. Consumers, like Plaintiff, relied on Defendant’s “No artificial preservatives”  
 12 labeling statement. The “No artificial preservatives” statement on the labels of the Products is  
 13 material to reasonable consumers.

14 25. A reasonable consumer, like Plaintiff, understands a “preservative” to mean any  
 15 additive that helps a food last longer, regardless of the technical regulatory category.

16 26. Similarly, a reasonable consumer, like Plaintiff, understands “artificial” to  
 17 include commercially-manufactured ingredients, like the citric acid used in the Products.

18 27. Thus, to a reasonable consumer, Defendant’s label representation that the  
 19 Products contain “No artificial preservatives” is false and misleading.

20  
 21 <sup>18</sup> *Uncovering the clean label connection to business grow* (May 16, 2022), available at  
 22 <https://www.ingredion.com/na/en-us/be-whats-next/growth-with-clean-label.html>; *Uncovering*  
 23 *the clean label connection to business growth*, INGREDION (May 16, 2022), available at  
 24 <https://www.ingredion.com/na/en-us/be-whats-next/growth-with-clean-label.html>.

25 <sup>19</sup> *The Truth About Clean Label — and Why It Matters*, PERDUE FOOD SERVICE (Oct. 18,  
 26 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/)  
 27 [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*  
 28 *drives demand for ingredient solutions*, BEVERAGE INDUSTRY, available at  
[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)  
[demand-for-ingredient-solutions.](https://www.bevindustry.com/articles/95110-consumer-awareness-of-clean-label-drives-demand-for-ingredient-solutions)

<sup>20</sup> *84% of Americans buy “free-from” foods because they believe them to be more natural or*  
 27 *less processed*, Mintel (Sept. 3, 2015), available at [https://www.mintel.com/press-centre/84-of-](https://www.mintel.com/press-centre/84-of-americans-buy-free-from-foods-because-they-believe-them-to-be-more-natural-or-less-processed/)  
 28 [americans-buy-free-from-foods-because-they-believe-them-to-be-more-natural-or-less-](https://www.mintel.com/press-centre/84-of-americans-buy-free-from-foods-because-they-believe-them-to-be-more-natural-or-less-processed/)  
[processed/](https://www.mintel.com/press-centre/84-of-americans-buy-free-from-foods-because-they-believe-them-to-be-more-natural-or-less-processed/)

1 28. Plaintiff and the putative Class suffered economic injury as a result of  
2 Defendant's actions. Plaintiff and putative Class members spent money that, absent Defendant's  
3 actions, they would not have spent.

4 29. Plaintiff and putative Class members are entitled to damages and restitution for  
5 the purchase price of the Products that were falsely labeled and advertised. Consumers, including  
6 Plaintiff, would not have purchased Defendant's Products, or would have paid less for the  
7 Products, if they had known the Products actually contain an artificial preservative ingredient.

8 **PLAINTIFF'S PURCHASE OF THE PRODUCTS**

9 30. Plaintiff Daniel Botteh purchased Just Products, including Just Chipotle Mayo  
10 and Just Ranch, with the "No artificial preservatives" label claim during the class period.  
11 Plaintiff's last purchase of the Products was in approximately Spring of 2025 from a Pavilions  
12 store located in West Hollywood, California.

13 31. Plaintiff saw and relied on the "No artificial preservatives" claim on the labels of  
14 the Products. Plaintiff would not have purchased the Products, or would have paid less for the  
15 Products, had he known that the products actually contain a commercially-manufactured,  
16 artificial preservative ingredient.

17 32. As a result, Plaintiff suffered injury in fact when he spent money to purchase the  
18 Products he would not have purchased, or would have paid less for, absent Defendant's  
19 misconduct.

20 33. Plaintiff desires to purchase the Products again if the labels of the products were  
21 accurate and if the products actually contained "No artificial preservatives." However, because  
22 of Defendant's ongoing misrepresentations, Plaintiff is unable to rely on the Products'  
23 advertising and labeling when deciding in the future whether to purchase the Products.

24 **NO ADEQUATE REMEDY AT LAW**

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

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

6           36. Plaintiff and putative Class members may also be entitled to restitution under the  
7 UCL, while not entitled to damages under other causes of action asserted herein (e.g., the CLRA  
8 is limited to certain types of plaintiffs (an individual who seeks or acquires, by purchase or lease,  
9 any goods or services for personal, family, or household purposes) and other statutorily  
10 enumerated conduct).

11           37. A primary objective of this litigation is to obtain injunctive relief. Injunctive  
12 relief is appropriate on behalf of Plaintiff and members of the Class because Defendant continues  
13 to misrepresent the Products as containing “No artificial preservatives” when the Products  
14 actually contain the artificial preservative citric acid.

15           38. Injunctive relief is necessary to prevent Defendant from continuing to engage in  
16 the unfair, fraudulent, and/or unlawful conduct described herein and to prevent future harm—  
17 none of which can be achieved through available legal remedies (such as monetary damages to  
18 compensate past harm).

19           39. Injunctive relief, in the form of affirmative disclosures or halting the sale of  
20 unlawful sold products is necessary to dispel the public misperception about the Products that  
21 has resulted from years of Defendant’s unfair, fraudulent, and unlawful marketing efforts. Such  
22 disclosures would include, but are not limited to, publicly disseminated statements stating that  
23 the Products actually contain an artificial preservative ingredient.

24           40. An injunction requiring affirmative disclosures to dispel the public’s  
25 misperception, and prevent the ongoing deception and repeat purchases, is also not available  
26 through a legal remedy (such as monetary damages).

27           41. In addition, Plaintiff is currently unable to accurately quantify the damages  
28 caused by Defendant’s future harm, because discovery and Plaintiff’s investigation has not yet

1 completed, rendering injunctive relief necessary. Further, because a public injunction is  
2 available under the UCL, and damages will not adequately benefit the general public in a manner  
3 equivalent to an injunction.

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

10 43. Plaintiff therefore reserves his right to amend this complaint and/or assert  
11 additional facts that demonstrate this Court's jurisdiction to order equitable remedies where no  
12 adequate legal remedies are available for either Plaintiff and/or any certified class or subclass.  
13 Such proof, to the extent necessary, will be presented prior to the trial of any equitable claims  
14 for relief and/or the entry of an order granting equitable relief.

#### 15 CLASS ACTION ALLEGATIONS

16 44. Plaintiff brings this action as a class action pursuant to Cal. Code. Civ. Proc. §  
17 382 on behalf of the following Class:

18 All persons who purchased the Products for personal use in California from the  
19 beginning of the applicable statute of limitations until the date class notice is  
disseminated.

20 45. Excluded from the class are: (i) Defendant and its officers, directors, and  
21 employees; (ii) any person who files a valid and timely request for exclusion; (iii) judicial  
22 officers and their immediate family members and associated court staff assigned to the case; (iv)  
23 individuals who received a full refund of the Products from Defendant.

24 46. Plaintiff reserves the right to amend or otherwise alter the class definition  
25 presented to the Court at the appropriate time, or to propose or eliminate subclasses, in response  
26 to facts learned through discovery, legal arguments advanced by Defendant, or otherwise.

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

4           48. Numerosity: individuals that are members of the putative Class described above  
5 (“Class Members”) are so numerous that joinder of all members is impracticable. Plaintiff  
6 believes that there are thousands of Class Members who have been damaged by Defendant’s  
7 deceptive and misleading practices.

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

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

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

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

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

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

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

26           51. Adequacy: Plaintiff is an adequate Class representative because Plaintiff’s  
27 interests do not conflict with the interests of the Class Members Plaintiff seeks to represent; the  
28 consumer fraud claims are common to all other members of the Class, and Plaintiff has a strong

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

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

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

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

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

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

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

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

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

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



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1 “No artificial preservatives.” Defendant failed to disclose that the Products contain a  
2 commercially-manufactured artificial preservative ingredient: citric acid.

3 63. This is a material misrepresentation and omission as a reasonable consumer  
4 would find the fact that the Products contain a preservative to be important to their decision in  
5 purchasing the Products.

6 64. Defendant’s representations violate the CLRA in the following ways:

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

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

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

13 d. Defendant represented that the subject of a transaction has been supplied in  
14 accordance with a previous representation when it has not (Cal. Civ. Code §  
15 1770(a)(16)).

16 65. Defendant violated the CLRA because the Products were prominently advertised  
17 as containing “No artificial preservatives,” when in fact the Products contain the commercially-  
18 manufactured artificial preservative citric acid. Defendant knew or should have known that  
19 consumers would want to know that the Products contain an artificial preservative.

20 66. Defendant’s actions as described herein were done with conscious disregard of  
21 Plaintiff’s and the Class members’ rights and were wanton and malicious.

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

25 68. Pursuant to California Civil Code section 1782(d), Plaintiff and the members of  
26 the Class seek an order enjoining Defendant from engaging in the methods, acts, and practices  
27 alleged herein.  
28

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1 69. Pursuant to California Civil Code section 1782, Plaintiff will notify Defendant in  
2 writing by certified mail of the alleged violations of the CLRA and will demand that Defendant  
3 rectify the problems associated with the actions detailed above and give notice to all affected  
4 consumers of their intent to so act.

5 70. If Defendant fails to rectify or agree to rectify the problems associated with the  
6 actions detailed herein and give notice to all affected consumers within 30 days of the date of  
7 written notice pursuant to section 1782 of the CLRA, then Plaintiff will amend his complaint to  
8 seek damages.

9 71. Pursuant to section 1780(d) of the CLRA, attached hereto is an affidavit showing  
10 that this action was commenced in a proper forum.

11 **SECOND CLAIM FOR RELIEF**  
12 **VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW**  
13 **CAL. BUS. & PROF. CODE §§ 17200, ET SEQ.**

14 72. Plaintiff realleges and incorporates by reference all allegations contained in this  
15 complaint, as though fully set forth herein.

16 73. Plaintiff brings this claim under the UCL individually and on behalf of the Class  
17 against Defendant.

18 74. The UCL prohibits any “unlawful,” “fraudulent,” or “unfair” business act or  
19 practice and any false or misleading advertising.

20 75. Defendant committed the following unlawful business acts or practices:

21 a. by prominently advertising that the Products contain “No artificial  
22 preservatives,” when in fact the Products contain the commercially-manufactured  
23 artificial preservative citric acid;

24 b. by violating California’s Consumers Legal Remedies Act, Cal. Civ. Code  
25 §§ 1750, *et seq.*, as alleged above;

26 c. and by breaching express warranties, as further alleged below.

27 76. Plaintiff, individually and on behalf of the other Class members, reserves the  
28 right to allege other violations of law, which may constitute other unlawful business acts or  
practices. Such conduct is ongoing and continues to this date.

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

6           78. There is no societal benefit from deceptive advertising. Plaintiff and the other  
7 Class members paid for a Product that is not as advertised by Defendant. Further, Defendant  
8 failed to disclose a material fact (that the Products contain an artificial preservative) of which  
9 they had exclusive knowledge.

10           79. While Plaintiff and the other Class members were harmed, Defendant was  
11 unjustly enriched by its false misrepresentations and material omissions. As a result,  
12 Defendant’s conduct is “unfair,” as it offends an established public policy. There were  
13 reasonably available alternatives to further Defendant’s legitimate business interests, other than  
14 the conduct described herein.

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

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

25           82. Defendant’s wrongful business practices and violations of the UCL are ongoing.

26           83. Plaintiff and the Class seek pre-judgment interest as a direct and proximate result  
27 of Defendant’s unfair and fraudulent business conduct. The amount on which interest is to be  
28

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1 calculated is a sum certain and capable of calculation, and Plaintiff and the Class seek interest  
2 in an amount to be proved at a later date.

3 84. Unless restrained and enjoined, Defendant will continue to engage in the above-  
4 described conduct. Accordingly, injunctive relief is appropriate. Pursuant to California Business  
5 & Professions Code section 17203, Plaintiff, individually and on behalf of the Class, seeks (1)  
6 restitution from Defendant of all money obtained from Plaintiff and the other Class members as  
7 a result of unfair competition; (2) an injunction prohibiting Defendant from continuing such  
8 practices in the State of California that do not comply with California law; and (3) all other relief  
9 this Court deems appropriate, consistent with California Business & Professions Code section  
10 17203.

11 **THIRD CLAIM FOR RELIEF**  
12 **BREACH OF EXPRESS WARRANTY**

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

15 86. Plaintiff brings this claim for breach of express warranty individually and on  
16 behalf of the Class against Defendant.

17 87. As the manufacturer, marketer, distributor, and seller of the Products, Defendant  
18 issued an express warranty by representing to consumers at the point of purchase that the  
19 Products contain “No artificial preservatives.”

20 88. Plaintiff and the Class reasonably relied on Defendant’s misrepresentations,  
21 descriptions and specifications regarding the Products, including the representation that the  
22 Products contain “No artificial preservatives.”

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

26 90. In fact, the Products do not conform to Defendant’s representations because the  
27 Products contain a the commercially-manufactured preservative ingredient citric acid. By falsely  
28 representing the Products in this way, Defendant breached express warranties.

1 91. Plaintiff relied on Defendant's (the manufacturer) representations on the  
2 Products' labels and advertising materials which provide the basis for an express warranty under  
3 California law.

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

10 93. Had Defendant not breached the express warranty by making the false  
11 representations alleged herein, Plaintiff and Class Members would not have purchased the  
12 Products or would not have paid as much as they did for them.

13 **REQUEST FOR RELIEF**

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

16 a. Certifying the Class as requested herein, designating Plaintiff as Class  
17 Representative and appointing the undersigned counsel as Class Counsel;

18 b. Declaring that Defendant's actions, as set forth herein: violate the California  
19 Consumers Legal Remedies Act; violate the California Unfair Competition Law, and  
20 breach the express warranties made by Defendant to Class Members;

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

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

27 e. Ordering damages in amount which is different than that calculated for restitution  
28 for Plaintiff and the Class;

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

3 g. Awarding Plaintiff and the Class pre- and post-judgment interest, to the extent  
4 allowable.

5 h. Ordering such other and further relief as equity and justice may require.

6 **JURY DEMAND**

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

8  
9 Dated: February 25, 2026

CROSNER LEGAL, P.C.

10  
11 By: s/ Michael T. Houchin

Michael T. Houchin

12  
13 Zachary M. Crosner (SBN 272295)  
zach@crosnerlegal.com  
14 Michael T. Houchin (SBN 305541)  
mhouchin@crosnerlegal.com  
15 9440 Santa Monica Blvd. Suite 301  
16 Beverly Hills, CA 90210  
17 Tel: (866) 276-7637  
18 Fax: (310) 510-6429

19 Adam C. York (*Pro Hac Vice application*  
20 *forthcoming*)  
adam@crosnerlegal.com  
1016 West Jackson Blvd Suite 197  
Chicago, Illinois 60607

21 Attorneys for Plaintiff  
22  
23  
24  
25  
26  
27  
28

CROSNER LEGAL, P.C.