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*Attorneys for Plaintiff and the Putative Class*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

Travis Dodgion, individually and on behalf of  
all others similarly situated,

Plaintiff,

v.

J.R. Watkins, LLC.

Defendant.

Case No.

**CLASS ACTION COMPLAINT**

- (1) UNFAIR COMPETITION
- (2) CONSUMER LEGAL REMEDIES ACT
- (3) FALSE ADVERTISING
- (4) BREACH OF EXPRESS WARRANTY
- (5) BREACH OF IMPLIED WARRANTY
- (6) NEGLIGENT MISREPRESENTATION
- (7) INTENTIONAL  
MISREPRESENTATION/FRAUD
- (8) BREACH OF CONSUMER  
PROTECTION STATUTES
- (9) UNJUST ENRICHMENT

**DEMAND FOR JURY TRIAL**

1 Plaintiff Travis Dodgion (“Plaintiff”) brings this action on behalf of himself and all others  
2 similarly situated against Defendant J.R. Watkins, LLC (“JR Watkins” or “Defendant”). Plaintiff  
3 makes the following allegations pursuant to the investigation of his counsel and upon information  
4 and belief, except as to allegations specifically pertaining to himself and his counsel, which are  
5 based on personal knowledge.

### 6 **INTRODUCTION**

7 1. This class action aims to hold Defendant, J.R. Watkins LLC, responsible for failing  
8 to truthfully and accurately label and market its soap and cleaning products

9 2. Defendant manufactures, distributes, advertises and sells a line of soap and cleaning  
10 products (the “Products”<sup>1</sup>).

11 3. Through a series of representations made on the front label of the Products, the  
12 marketing materials, and in the Products’ Amazon.com title listing, including the representation  
13 that the Product is “All Natural,” Defendant conveys that the Product is all natural and free from  
14 artificial ingredients.

15 4. But on the contrary the Products contain a number of artificial ingredients.

16 5. Like other reasonable consumers, Plaintiff was deceived by Defendant’s unlawful  
17 conduct and brings this action individually and on behalf of all similarly situated consumers to  
18 remedy Defendant’s unlawful acts.

### 19 **THE PARTIES**

20 6. Defendant J.R. Watkins LLC is a Delaware company with its principal place of  
21 business located at Oakland, California. At all times during the class period, Defendant was the  
22 manufacturer, distributor, marketer, and seller of the Products.

23 7. Plaintiff Dodgion purchased Defendants’ Lemon/Citron Hand Soap Product from  
24 Amazon.com (the “Product”) while residing in Fremont, California, in or around May 2025. Prior  
25 to purchasing the Product, Plaintiff saw and believed Defendant’s representations on the Product  
26 and the Amazon listing, which caused him to believe the Product was made exclusively of natural

27 <sup>1</sup> The Products include Defendants’ hand soap products, including [www.amazon.com/J-R-Watkins-Moisturizing-Alcohol-Free-Cruelty-Free/dp/B0B3S3NGXB?](http://www.amazon.com/J-R-Watkins-Moisturizing-Alcohol-Free-Cruelty-Free/dp/B0B3S3NGXB?) .  
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1 ingredients. When shopping for the products, he specifically sought out products that were natural.  
2 When purchasing the Product, Plaintiff did not expect Defendants' representations in the listing  
3 and on the Product itself, about it being all natural and made with plants to be false. Plaintiff did  
4 not expect Defendant to publicly place deceptive statements about the product on the front label of  
5 the product or its online listings.

6 8. Plaintiff saw and relied on the representations on the product listing and on the front  
7 label of the Product. Plaintiff would not have purchased the Product, or would have paid less for  
8 the Product, had he known that the Product was not all natural, because the Product contained  
9 artificial ingredients such as citric acid and sodium benzoate. As a result, Plaintiff suffered injury  
10 in fact when he spent money purchasing the Product he would not have purchased, or would have  
11 paid less for, absent Defendant's misconduct.

12 9. Plaintiff desires to, and would purchase Defendant's Products again if the Products'  
13 labels were accurate and if the Products truthfully were all natural. However, because of  
14 Defendant's ongoing misrepresentations, Plaintiff is unable to rely on the Products' labeling when  
15 deciding in the future whether to purchase the Products. Considering that the Defendant continues  
16 to sell the Product for sale, he is at an imminent risk of future injury.

17 10. Plaintiff reserves the right to amend this Complaint to add different or additional  
18 defendants, including without limitation any officer, director, employee, supplier, or distributor of  
19 Defendant who has knowingly and willfully aided, abetted, and/or conspired in the false and  
20 deceptive conduct alleged herein.

### 21 **JURISDICTION AND VENUE**

22 11. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A), as  
23 amended by the Class Action Fairness Act of 2005 ("CAFA"), because this case is a class action  
24 where the aggregate claims for all members of the proposed class are in excess of \$5,000,000.00,  
25 exclusive of interests and costs, there are over 100 members of the putative class, and at least one  
26 class member is a citizen of a state different from Defendant. The Products are sold at numerous  
27 retail stores and Plaintiff is seeking to represent a nationwide class. Thus, there are over 100  
28 members in the proposed class and the proposed class has different citizenships from Defendant.

1 Plaintiff seeks compensatory and statutory damages, disgorgement and restitution. Plaintiff also  
2 seeks punitive damages and attorneys' fees and costs. *See Montera v. Premier Nutrition Corp.*, No.  
3 16-CV-06980-RS, 2022 WL 10719057, at \*3 (N.D. Cal. Oct. 18, 2022), *aff'd*, 111 F.4th 1018 (9th  
4 Cir. 2024) (noting lodestar after jury trial in consumer protection action was \$6,806,031.96). Thus,  
5 upon information and belief, aggregate sales of the Products during the Class Period exceed \$5  
6 million.

7 12. This Court has personal jurisdiction over the parties because Plaintiff resides in this  
8 District and because Defendant has, at all times relevant hereto, systematically and continually  
9 conducted, and continues to conduct, business in California, including within this District.  
10 Defendant therefore has sufficient minimum contacts with this state, including within this District  
11 and/or intentionally availed itself of the benefits and privileges of the California consumer market  
12 through the promotion, marketing, and sale of its products and/or services to residents within this  
13 District and throughout California.

14 13. Pursuant to 28 U.S.C. § 1391, this Court is the proper venue for this action because  
15 a substantial part of the events, omissions, and acts giving rise to the claims herein occurred in this  
16 District. Also, Plaintiff resides in this District and purchased the Product within this District.  
17 Moreover, Defendant systematically conducts business in this District and throughout the State of  
18 California, and it distributed, advertised, and sold the Products to Plaintiff and Class Members in  
19 this State and District.

## 20 **FACTUAL BACKGROUND**

### 21 **A. Market and Regulatory Background**

22 14. **Consumer Demand for Natural and Plant-Based Products.** In recent years,  
23 consumers have poured billions of dollars into the “plant-based” and “natural” personal care  
24 market.<sup>2</sup> Consumers value natural, plant-based products for their perceived benefits of avoiding  
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26 <sup>2</sup> *See generally* Plant-Based Personal Care Products, Eternal Spiral Books (Nov. 24, 2018),  
27 <https://eternalspiralbooks.com/plant-based-personal-care-products/> (last accessed October 19,  
28 2022).

1 diseases, attaining health and wellness, helping the environment, assisting local farmers, assisting  
2 factory workers who would otherwise be exposed to synthetic and hazardous substances, and  
3 financially supporting the companies that share these values.<sup>3</sup> As such, there is a recognized  
4 association among consumers and the concept of nature (e.g., “natural” and “plant-based” products)  
5 and positive feelings associated with nature. Peer-reviewed published research has found that the  
6 perceived naturalness of a product is “very important” to consumers.<sup>4</sup> In response to consumers’  
7 desire for plant-based and natural products, many companies, including Defendant, have scrambled  
8 to manufacture, market, and sell purportedly “plant-based” and “natural” products in an effort to  
9 gain market share. Unfortunately, rather than creating the plant-based and natural products  
10 consumers desire, Defendant has instead chosen to “greenwash” the Products and market them  
11 through deceptive labeling and advertising (i.e., the Misrepresentations) to convince consumers the  
12 Products are natural and plant-based when, in reality, they contain numerous synthetic, artificial,  
13 and highly processed ingredients.

14 15. FTC Guidelines.

15 a. In response to this consumer fraud, the United States Federal Trade Commission  
16 (“FTC”) created the “Green Guides” to help companies avoid making misleading  
17 and deceptive claims.<sup>5</sup> As relevant here, the FTC stated:

18 Marketers, nevertheless, are responsible for substantiating consumers’  
19 reasonable understanding of “biobased,” and other similar claims, such  
20 as “plant-based,” in the context of their advertisements.

21 16 C.F.R. § 260 – Guides for Use of Environmental Marketing Claims, p. 246.<sup>6</sup>

22 Here, Defendant disregarded FTC guidelines on plant-based claims, opting to  
23 manufacture the Products with ingredients that are neither water nor plant, and  
24 at times entirely artificial, synthetic, or substantially processed. Thus, Defendant  
25 did not fulfill its responsibility to “substantiat[e] consumers’ reasonable

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25 <sup>3</sup> *Id.*

26 <sup>4</sup> S. Roman et al., The importance of food naturalness for consumers: Results of a systematic  
27 review, *Trends in Food Science & Technology* (2017) 67:44-57.

28 <sup>5</sup> See generally 16 C.F.R. § 260 – Guides for the Use of Environmental Marketing Claims.

<sup>6</sup> Available at <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-issues-revised-green-guides/greenguidesstatement.pdf> (emphasis added).

1 understand of... ‘plant-based’” advertising claims as reasonable consumers,  
2 such as Plaintiff, reasonably believe that “plant-based” advertising claims as  
3 reasonable consumers, such as Plaintiff, reasonably believe that “plant-based”  
4 Products only contain water or plant ingredients that have not undergone  
5 substantial processing.

6 b. The FTC has also cautioned “[m]arketers that are using terms such as natural must  
7 ensure that they can substantiate whatever claims they are conveying to  
8 reasonable consumers. If reasonable consumers could interpret a natural claim as  
9 representation that a product contains nonartificial ingredients, that the marketer  
10 must be able to substantiate that fact. Guides for the Use of Environmental  
11 Marketing Claims, 75 FR 63552-01, 63586 (Oct. 15, 2010).

12 **16. Definitions**

13 a. Dictionary: Natural. The Merriam-Webster standard dictionary defines “natural”  
14 as “existing in or produced by nature: not artificial,” and “not having any extra  
15 substances or chemicals added” not containing anything artificial.”<sup>7</sup>

16 b. Synthetic. “The term ‘synthetic’ means a substance that is formulated or  
17 manufactured by a chemical process or by a process that chemically changes a  
18 substance extracted from naturally occurring plant, animal, or mineral source[.]”<sup>7</sup>  
19 U.S.C. § 6502 (21).

20 c. Dictionary: Artificial. The Merriam-Webster standard dictionary defines  
21 “artificial” as “humanly contrived” and “MAN-MADE.”<sup>8</sup>

22 **B. Defendant’s background and deception**

23 17. Defendant sells a variety of soap and cleaning products.

24 18. Below is Defendants’ Lemon/Citron Handsoap, which is one of Defendants’

25 Products:

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27 <sup>7</sup> Merriam-Webster.com, plant-based, available at <https://www.merriam-webster.com/dictionary/plant-based> (accessed 11/3/2022).

28 <sup>8</sup> Merriam-Webster.com, artificial, available at <https://www.merriam-webster.com/dictionary/artificial> (accessed 11/3/2022).

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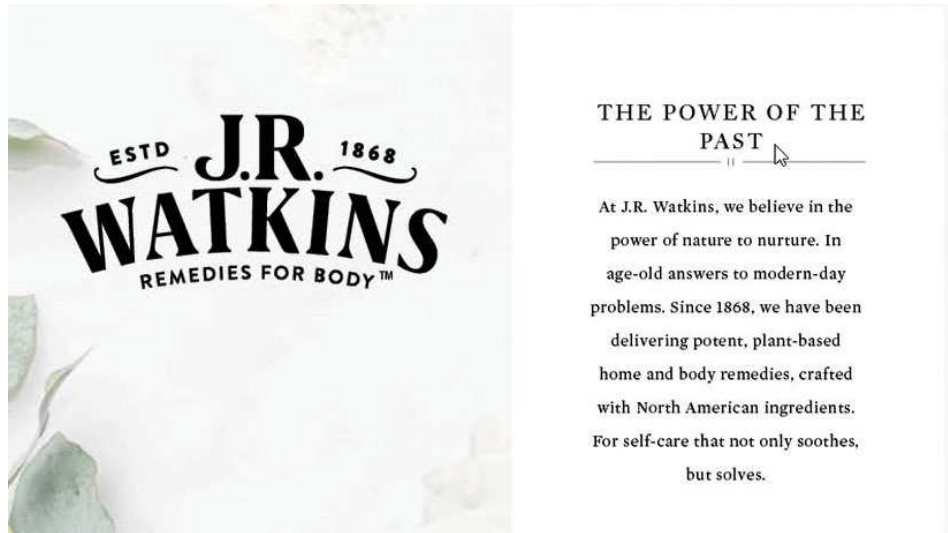
- 19. All of the Products have similar uniform label and marketing.
- 20. The Products' front label says "Formulated with Plants."
- 21. The Products' front label also says "made with calendula, oat, vitamin D & E"
- 22. The Products' front label has pictures of fruits and plants.

1           23. Further, on the Products’ Amazon.com listing title, the Products are described as  
2 being “All Natural”:

3  
4                           **J.R. Watkins Foaming Hand Soap with**  
5                           **Pump Dispenser, Moisturizing Foam**  
6                           **Hand Wash, All Natural, Alcohol-Free,**  
7                           **Cruelty-Free, USA Made, Lemon, 9 fl oz,**  
8                           **3 Pack**

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10           24. In the same online listing, the Products are described as being “Crafted clean with  
11 high quality ingredients from natural sources that work even with sensitive skin.”

12           25. The marketing photos at the top of the listing also identify Defendant’s brand as  
13 being one that focuses on nature and that delivers “plant-based” remedies.



22           26. The front label representations, the Amazon listing title, and the marketing images,  
23 shall together be known as “the Misrepresentations.”

24           27. The front label representations alone, given the impression that the Products are  
25 exclusively comprised of natural ingredients. And the Misrepresentations as a whole reinforce that  
26 conclusion.  
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1           28.     The Misrepresentations were made on the Products label and the Amazon listing at  
2 the time of Plaintiff’s purchase in May 2025.

3           29.     Plaintiff Dodgion saw and relied on these representations prior to purchasing the  
4 Product in or around May 2025.

5           30.     Despite the Misrepresentations, the Products contains number of artificial  
6 ingredients, such as:

7                   a. Methylisothiazolinone (MI) – fully synthetic preservative<sup>9</sup>

8                   b. Sodium benzoate – synthetic<sup>10</sup>

9                   c. Potassium sorbate – synthetic<sup>11</sup>

10                  d. Manufactured citric acid – a synthetic preservative.

### 11           **C. The Citric Acid in the Products is Not Natural**

12           31.     Defendant uses artificial manufactured citric acid in Products.<sup>12</sup> Commercially  
13 produced citric acid is manufactured using a type of black mold called *Aspergillus niger* which is  
14 modified to increase citric acid production.<sup>13</sup> Consumption of manufactured citric acid has been  
15 associated with a adverse health events like joint pain with swelling and stiffness, muscular and  
16 stomach pain, as well as shortness of breath.<sup>14</sup> Defendant does not use natural citric acid extracted  
17 from fruit in the Products. This is because “[a]proximately 99% of the world’s production of [citric  
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19 <sup>9</sup> <https://aspenclean.com/blogs/cleaning-tips/methylisothiazolinone-free-cleaning-products> (last  
20 accessed March 24, 2026)

21 <sup>10</sup> See 21 C.F.R. § 184.1733 (noting sodium benzoate is ‘not found to occur naturally’).

22 <sup>11</sup> <https://www.healthline.com/health/potassium-sorbate#sources> (last accessed March 24, 2026)

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

26 <sup>13</sup> *Id*; Pau Loke Show, et al., Overview of citric acid production from *Aspergillus niger*, *FRONTIERS*  
27 *IN LIFE SCIENCE*, 8:3, 271-283 (2015), available at  
<https://www.tandfonline.com/doi/full/10.1080/21553769.2015.1033653>

28 <sup>14</sup> Iliana E. Sweis, et al., Potential role of the common food additive manufactured citric acid in  
eliciting significant inflammatory reactions contributing to serious disease states: A series of four  
case reports, *T OXICOL REP.* 5:808-812 (2018), available at  
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/>

1 acid] is carried out using the fungus *Aspergillus niger* since 1919.” *Id.* As explained by a study  
2 published in the *Toxicology Reports Journal*:

3 Citric acid naturally exists in fruits and vegetables. However, **it is not the naturally**  
4 **occurring citric acid, but the manufactured citric acid (MCA) that is used**  
5 **extensively as a food and beverage additive.** Approximately 99% of the world’s  
6 production of MCA is carried out using the fungus. *Aspergillus niger* since 1919.  
7 *Asperiglus niger* is a known allergen.<sup>15</sup>

8 32. A technical evaluation report for citric acid compiled by the United States  
9 Department of Agriculture Marketing Services (“USDA AMS”) further explains that is not  
10 commercially feasible to use natural citric acid extracted from fruits:

11 “Traditionally by extraction from citric juice, [is] no longer commercially available.  
12 It is now extract by fermentation of a carbohydrate substance (often molasses) by  
13 citric bacteria, *Asperillus niger* (a mold) or *Candida guilliermondii* (a yeast). Citric  
14 acid is recovered from the fermentation broth by a lime and sulfuric acid process in  
15 which the citric acid is first precipitated as a calcium salt and then reacidulated with  
16 sulfuric acid.”<sup>16</sup>

17 33. When asked “Is this substance Natural or Synthetic?” USDA AMS reviewers state:  
18 “synthetic.”<sup>17</sup>

19 34. The FDA has determined that manufactured citric acid is not natural; it is artificial.  
20 The FDA sent warning letters to Hirzel Canning Company and Oak Tree Farm Dairy, Inc., for similar  
21 violations, saying that the FDA’s policy involving the use of the word natural means that nothing  
22 artificial or synthetic has been added to the product, and that a product that labels itself “100%  
23 Natural” or “All Natural” violates that policy if it contains citric acid, and that the presence of citric  
24 acid precludes the use of the term natural to describe the product.<sup>18</sup>

25 35. The FDA explains that “Solvent extraction process for citric acid” is accomplished  
26 via “recovery of citric acid from conventional *Aspergillus niger* fermentation liquor may be safely  
27 used to produce food-grade citric acid in accordance with the following conditions: (a) The solvent  
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<sup>15</sup> *Id.* (emphasis added)

<sup>16</sup> **Exhibit B** at page 6.

<sup>17</sup> **Exhibit B** at pages 4-5.

<sup>18</sup> *See Exhibit C* at page 2 and **Exhibit D** at page 2.

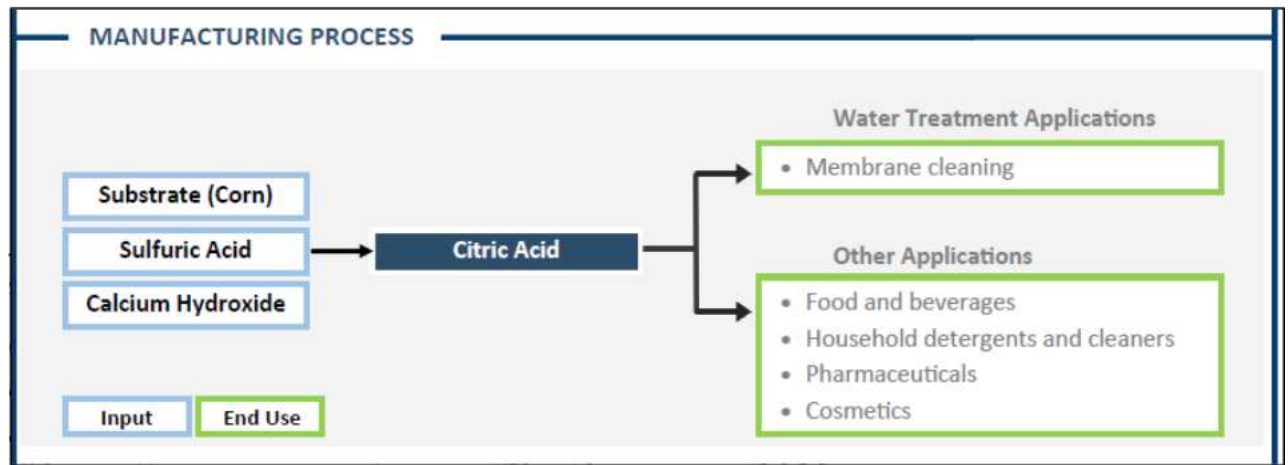
1 used in the process consists of mixture of n-octyl alcohol meeting the requirements of § 172.864 of  
2 this chapter, *synthetic* isoparaffinic petroleum hydrocarbons meeting the requirements of § 172.882  
3 of this chapter, and tridodecyl amine. 12 C.F.R. § 173.280 (emphasis added). Chemical solvents  
4 such as n-octyl alcohol and synthetic isoparaffinic petroleum hydrocarbons are used to extract the  
5 citric acid that Defendant uses in the Products from *aspergillus niger* fermentation liquor. See 21  
6 C.F.R § 173.280. The citric acid that Defendant uses in the Products is produced through chemical  
7 solvent extraction and contains residues of those chemical solvents.

8 36. The *Toxicology Reports Journal* study explains that “the potential presence of  
9 impurities or fragments from the *Aspergillus niger* in [manufactured citric acid] is a significant  
10 difference that may trigger deleterious effects when ingested.”<sup>19</sup> The study further explains:

11 “Given the thermotolerance of *A. niger*, there is great potential that  
12 byproduct of *A. niger* remain in the final [manufactured citric acid]  
13 product. Furthermore, given the pro-inflammatory nature of *A. niger*  
14 even when heat-killed, repetitive ingestion of [manufactured citric acid]  
15 may trigger sensitivity or allergic reactions in susceptible individuals.  
16 Over the last two decades, there has been a significant rise in the  
17 incidence of food allergies” *Id.*

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

37. The EPA provides the following simply schematic of the manufacturing process for citric acid which includes the use of synthetic solvents like Sulfuric Acid.<sup>20</sup>



38. Dr. Ryan Monahan, a prominent functional medicine practitioner, notes that the “[p]resent day process of creating manufactured citric acid involves feeding sugars derived from GMO corn to black mold, which then ferments to form manufactured citric acid.”<sup>21</sup>

39. Dr. Monahan also notes that “*Aspergillus niger* is associated with systemic inflammatory issues, including respiratory, gastrointestinal, neurological and musculoskeletal. Due to the potential for fragments of *Aspergillus niger* to make their way into the finished product of manufactured citric acid, this toxic inflammatory substance is likely being ingested by consumers of Products containing citric acid. Even with high-heat processing to kill it, research has shown *Aspergillus niger* can still elicit an inflammatory response.”<sup>22</sup>

<sup>20</sup>

<https://www.epa.gov/system/files/documents/202303/Citric%20Acid%20Supply%20Chain%20Profile.pdf> (last accessed March 13, 2026)

<sup>21</sup> Dr. Ryan Monahan, *Citric Acid: A Common Food Additive With An Uncommon Source* (2024) available at <https://www.peacefulmountainmedicine.com/post/citric-acid-a-common-food-additive-with-an-uncommon-source> (Last accessed March 12, 2026)

<sup>22</sup> Dr. Ryan Monahan, *Citric Acid: A Common Food Additive With An Uncommon Source* (2024) available at <https://www.peacefulmountainmedicine.com/post/citric-acid-a-common-food-additive-with-an-uncommon-source> (last accessed March 12, 2026)

1           40.     Clinical nutritionist Serge Gregoire, notes that [f]ood manufacturers leave out that  
2 citric acid is derived from genetically modified black mold grown on GMO corn syrup” and that  
3 “[c]ompanies continuously capitalize on an ignorance-based market.”<sup>23</sup> Gregoire states, “Citric acid  
4 production has become a refined and highly prized industrial process.” Gregoire note that the  
5 *Aspergillus niger* used to produce citric acid is engineered to increase production of citric acid which  
6 has “resulted in countless generations of genetically modified mutant variants, now specialized for  
7 industrial-scale economics.”

8           41.     “Further genetic modification in the lab has taken place through the engineering of  
9 the glycolytic pathway, resulting in a metabolic-streamlining that facilitates greater citric acid  
10 production from sugar while shutting off side avenues of glycolysis.” *Id.*

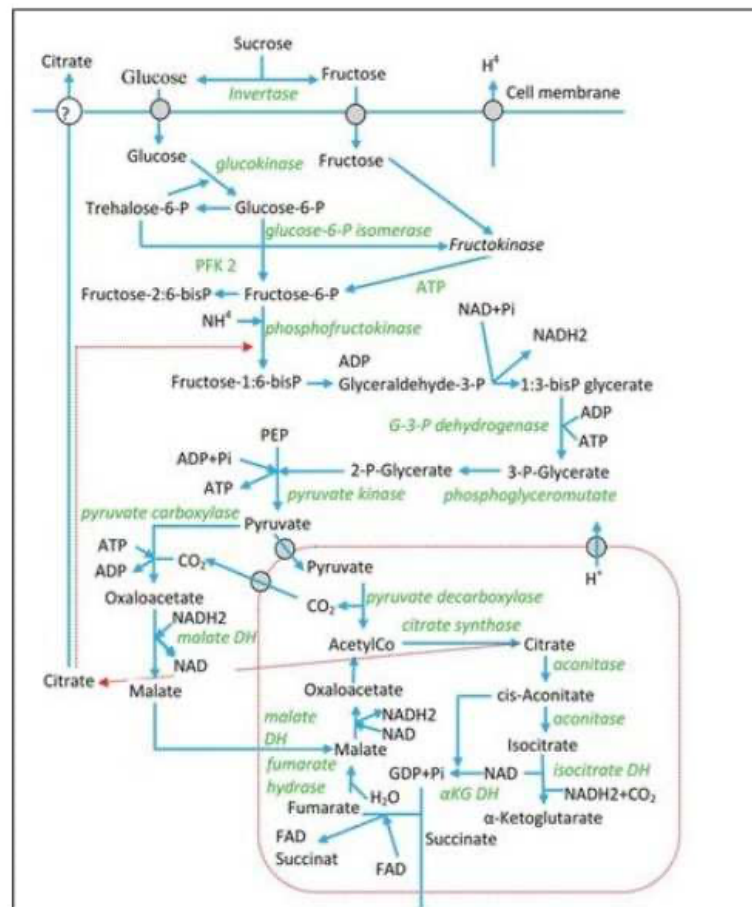
11           42.     “Mutagenesis has been used in recent years to improve the citric-acid producing  
12 strains so that they can be used in industrial applications. The most common methods include the  
13 use of mutagens to induce mutations on the parental strains. The mutagens utilized for improvements  
14 are gamma radiation, ultraviolet radiation and often chemical mutagens. For hyperproducer strains,  
15 a hybrid method that combines ultraviolet and chemical mutagens is used (Ratledge & Kristiansen  
16 Citation2001).<sup>24</sup>

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25           <sup>23</sup> Serge Gregoire, Avoid citric acid: a mold byproduct! (July 13, 2021) *available at*  
26 <https://www.linkedin.com/pulse/avoid-citric-acid-mold-byproduct-serge-gregoire/>

27           <sup>24</sup> Show, P. L., Oladele, K. O., Siew, Q. Y., Aziz Zakry, F. A., Lan, J. C. W., & Ling, T. C. (2015).  
28 Overview of citric acid production from *Aspergillus niger*. *F RONTIERS IN LIFE S CIENCE* ,  
8(3), 271–283, *available at* <https://doi.org/10.1080/21553769.2015.1033653>

43. Below is a schematic representation of the metabolic reactions involved in citric acid production, the enzymes (*italics*), the known feedback loops (dashed lines) and their locations with the cellular structure of *Aspergillus niger*.<sup>25</sup>



44. Dictionary definitions define “artificial” as something made by man. For example, “artificial” is defined as “made by human skill; produced by humans...”<sup>26</sup> Merriam-Webster’s online dictionary states that “artificial” means “humanly contrived...”<sup>27</sup> Cambridge Dictionary states that “artificial” means “made by people, often as a copy of something natural.”<sup>28</sup>

<sup>25</sup> *Id.* at Figure 3.

<sup>26</sup> *Artificial*, DICTIONARY.COM, available at <https://www.dictionary.com/browse/artificial>

<sup>27</sup> *Artificial*, MERRIAM -WEBSTER ’ S DICTIONARY, available at <https://www.merriam-webster.com/dictionary/artificial>

<sup>28</sup> *Artificial*, CAMBRIDGE DICTIONARY, available at <https://dictionary.cambridge.org/us/dictionary/english/artificial>



1                                    **Multi-State Consumer Protection Subclass:**

2                                    All persons who, during the maximum period of time permitted by law,  
3                                    purchased Defendant’s Products in Alaska, Arizona, Arkansas, California,  
4                                    Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia,  
5                                    Hawaii, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine,  
6                                    Maryland, Massachusetts, Michigan, Minnesota, Missouri, Nebraska,  
7                                    Nevada, New Hampshire, New Jersey, New Mexico, New York, North  
8                                    Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode  
9                                    Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont,  
10                                    Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

11                                   **Multi-State Warranty Subclass:**

12                                   All persons who, during the maximum period of time permitted by law,  
13                                   purchased Defendant’s Products in Alaska, Arizona, Arkansas, California,  
14                                   Colorado, Connecticut, Delaware, District of Columbia, Georgia, Hawaii,  
15                                   Idaho, Illinois, Indiana, Kansas, Kentucky, Maine, Massachusetts,  
16                                   Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New  
17                                   Hampshire, New Jersey, New Mexico, New York, North Carolina, North  
18                                   Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South  
19                                   Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia,  
20                                   Washington, West Virginia, and Wyoming.

21                                   **California Subclass:**

22                                   All persons in California who, during the maximum period of time  
23                                   permitted by the law, purchased Defendant’s Products for their personal  
24                                   use.

25                                   47.        The Classes do not include (1) Defendant, its officers, and/or directors; (2) the  
26                                   Judge and/or Magistrate to whom this cause is assigned; (3) the Judge or Magistrate’s staff and  
27                                   family; and (4) Plaintiff’s counsel and Defendant’s counsel.

28                                   48.        Plaintiff reserves the right to amend the above class definitions and add additional  
                                 classes and subclasses as appropriate based on investigation, discovery, and the specific theories of  
                                 liability.

                                 49.        *Numerosity.* Members of the Class are so numerous that their individual joinder  
                                 herein is impracticable. On information and belief, the Class comprises at least millions of  
                                 consumers. The precise number of Class members and their identities are unknown to Plaintiff at

1 this time but may be determined through discovery. Class members may be notified of the  
2 pendency of this action by mail and/or publication through the distribution records of Defendant.

3 50. **Commonality and Predominance.** Common questions of law and fact exist as to  
4 all Class members and predominate over questions affecting only individual Class members.  
5 Common legal and factual questions include, but are not limited to:

- 6 (a) Whether Defendant is responsible for the conduct alleged herein which was  
7 uniformly directed to all consumers who purchased the Products;
- 8 (b) Whether Defendant’s misconduct set forth in this Complaint demonstrates that  
9 Defendant engaged in unfair, fraudulent, or unlawful business practices with respect  
10 to the advertising, marketing, and sale of the Products;
- 11 (c) Whether Defendant made misrepresentation concerning the Products that were  
12 likely to deceive the public;
- 13 (d) Whether Plaintiff and the Class are entitled to injunctive relief;
- 14 (e) Whether Plaintiff and the Class are entitled to money damages and/or restitution  
15 under the same causes of action as the other Class Members.

16 51. With respect to the California Subclass, additional questions of law and fact  
17 common to the members include whether Defendant violated California’s Consumers Legal  
18 Remedies Act, (“CLRA”), Cal. Civ. Code §§ 1750, *et seq.*, California’s False Advertising Law  
19 (“FAL”), Cal. Bus. & Prof. Code § 17500, *et seq.*, and California’s Unfair Competition Law  
20 (“UCL”), Cal. Bus. & Prof. Code § 17200, *et seq.*

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

25 53. **Adequacy.** Plaintiff will fairly and adequately protect Class members’ interests.  
26 Plaintiff has no interests antagonistic to Class members’ interests, and Plaintiff has retained  
27 counsel that have considerable experience and success in prosecuting complex class-actions and  
28 consumer-protection cases.



1 § 45, and by breaching express and implied warranties. Plaintiff, individually and on behalf of the  
2 other Class members, reserves the right to allege other violations of law, which constitute other  
3 unlawful business acts or practices. Such conduct is ongoing and continues to this date.

4  
5 61. Defendant committed “unfair” business acts or practices by: (a) engaging in  
6 conduct where the utility of such conduct is outweighed by the harm to Plaintiff and the members  
7 of the Class; (2) engaging in conduct that is immoral, unethical, oppressive, unscrupulous, or  
8 substantially injurious to Plaintiff and the members of the Class; and (3) engaging in conduct that  
9 undermines or violates the intent of the consumer protection laws alleged herein. There is no  
10 societal benefit from deceptive advertising. Plaintiff and the other Class members paid for  
11 Products that are not as advertised by Defendant. Further, Defendant failed to disclose a material  
12 fact (that the Products contain unnatural ingredients) of which it had exclusive knowledge. While  
13 Plaintiff and the other Class members were harmed, Defendant was unjustly enriched by its false  
14 misrepresentations and material omissions. As a result, Defendant’s conduct is “unfair,” as it  
15 offended an established public policy. There were reasonably available alternatives to further  
16 Defendant’s legitimate business interests, other than the conduct described herein.

17  
18 62. Defendant committed “fraudulent” business acts or practices by making the  
19 Misrepresentations regarding the Products set forth herein. Defendant’s business practices as alleged  
20 are “fraudulent” under the UCL because they are likely to deceive customers into believing the  
21 Products are exclusively made of natural ingredients due to the Misrepresentations.

22  
23 63. Plaintiff and the other members of the Class have in fact been deceived as a result of  
24 their reliance on Defendant’s material representations and omissions. This reliance has caused harm  
25 to Plaintiff and the other members of the Class, each of whom purchased Defendant’s Products.  
26 Plaintiff and the other Class members have suffered injury in fact and lost money as a result  
27 purchasing the Products and Defendant’s unlawful, unfair, and fraudulent practices.  
28





1 77. Civil Code § 1770(a)(7) prohibits “[r]epresenting that goods or services are of a  
2 particular standard, quality, or grade, or that goods are of a particular style or model, if they are of  
3 another.”

4 78. Civil Code § 1770(a)(9) prohibits “advertising goods or services with intent not to  
5 sell them as advertised.”

6 79. Defendant’s wrongful business practices constituted, and still constitute, a  
7 continuing course of conduct in violation of the CLRA.

8 80. Plaintiff and the Class suffered economic injury as a direct result of Defendant’s  
9 misrepresentations and/or omissions because they were induced to purchase the Products they  
10 would not have otherwise purchased or would have paid less for had Defendant had not made the  
11 Misrepresentations.

12 81. On June 23, 2025, Plaintiff notified Defendant in writing, by certified mail, of the  
13 violations alleged herein and demanded that Defendant remedy those violations pursuant to Cal.  
14 Civ. Code 1782. Defendant failed to correct its business practices or provide the requested relief  
15 within 30 days.

16 82. Pursuant to California Civil Code 17800(a)(1)-(5) and 17800(e), Plaintiff and the  
17 California Subclass seek, in addition to injunctive relief, monetary damages from Defendant,  
18 reasonable attorneys’ fees and litigation costs, and any other relief the Court deems proper under.

19  
20 **Count IV**  
**Breach of Express Warranty<sup>29</sup>**

21  
22 <sup>29</sup> While discovery may alter the following, Plaintiff asserts that the states with similar express  
23 warranty laws under the facts of this case include, but are not limited to: Alaska Stat. § 45.02.313;  
24 A.R.S. § 47-2313; Ark. Code § 4-2-313; Cal. Com. Code § 2313; Colo. Rev. Stat. § 4-2-313; Conn.  
25 Gen. Stat. § 42a-2-313; 6 Del. C. § 2-313; D.C. Code § 28:2 313; Ga. Code § 11-2-313; HRS §  
26 490:2- 313; Idaho Code § 28-2-313; 810 ILCS 5/2-313; Ind. Code § 26-1-2-313; K.S.A. § 84-2-  
27 313; KRS § 355.2-313; 11 M.R.S. § 2-313; Mass. Gen. Laws Ann. ch. 106 § 2-313; Minn. Stat. §  
28 336.2-313; Miss. Code Ann. § 75-2-313; R.S. Mo. § 400.2-313; Mont. Code Anno. § 30-2 313;  
Neb. Rev. Stat. § 2- 313; Nev. Rev. Stat. Ann. § 104.2313; RSA 382-A:2 313; N.J. Stat. Ann. §  
12A:2-313; N.M. Stat. Ann. § 55-2-313; N.Y. U.C.C. Law § 2-313; N.C. Gen. Stat. § 25-2-313;  
N.D. Cent. Code § 41-02-30; ORC Ann. § 1302.26; 12A Okl. St. § 2-313; Or. Rev. Stat. § 72-  
3130; 13 Pa. C.S. § 2313; R.I. Gen. Laws § 6A-2-313; S.C. Code Ann. § 36-2-313; S.D. Codified

**(On behalf of Plaintiff and the Multi-State Warranty Class)**

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

84. Plaintiff brings this claim individually and on behalf of the Multi-State Warranty Class against Defendant.

85. Plaintiff and the Multi-State Warranty Class Members formed a contract with Defendant at the time Plaintiff and the Multi-State Warranty Class Members purchased the Products.

86. The terms of the contract include the promises and affirmations of fact made by Defendant through the Misrepresentations.

87. This labeling and advertising constitute express warranties and became part of the basis of the bargain and part of the standardized contract between Plaintiff and the Multi-State Warranty Class and Defendant.

88. As set forth above, Defendant purports through its labeling, marketing, and packaging to create an express warranty that the Products are all natural. However, Defendant breached its express warranties regarding the Products because the Products contain artificial ingredients.

89. Plaintiff and the Multi-State Warranty Class performed all conditions precedent to Defendant's liability under this contract when they purchased the Products.

90. Plaintiff and the members of the Multi-State Warranty Class would not have purchased the Products had they known the true nature of the Products.

91. As a result, Defendant violated the express warranties of the Multi-State Warranty Class. Plaintiff and each members of the Nationwide Class suffered financial damage and injury as a result and are entitled to all damages, in addition to costs, interest, and fees, including attorney's fees, as allowed by law.

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Laws, § 57A 2-313; Tenn. Code Ann. § 47-2-313; Tex. Bus. & Com. Code § 2.313; Utah Code Ann. § 70A-2-313; 9A V.S.A. § 2-313; Va. Code Ann. § 59.1-504.2; Wash. Rev. Code Ann. § 62A.2-313; W. Va. Code § 46- 2-313; and Wyo. Stat. § 34.1-2-31.





1 Members was justified. Defendant possessed the skills and expertise to know the type of  
2 information that would influence a consumer's purchasing decision.

3 111. During the applicable class period, Defendant intentionally misrepresented, omitted,  
4 and concealed from consumers material facts regarding the quality and characteristics of the  
5 Products, including the fact that the Products contain artificial ingredients despite the  
6 Misrepresentations. The Misrepresentations were material and were uniformly made.

7 112. As noted in detail above, these Misrepresentations were false and misleading, as the  
8 Products were not all natural and contained artificial ingredients. Defendant made the  
9 Misrepresentations with actual knowledge of their falsity and/or made them with fraudulent intent.

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

14 114. Defendant's deceptive or fraudulent intent is evidenced by motive and opportunity.  
15 Defendant knew that consumers would pay more for the Products if they believed they were all  
16 natural. For that reason, Defendant misrepresented the Products so that Defendant could realize  
17 greater profits. Defendant knew that consumers would place trust and confidence in its Products'  
18 claims and rely thereon in their purchases of the Products.

19 115. Plaintiff and the Class Members were unaware of the falsity in Defendant's  
20 misrepresentations and omissions and, as a result, justifiably relied on them when making the  
21 decision to purchase the Products.

22 116. As a proximate result of Defendant's intentional misrepresentations, Plaintiff and  
23 the Class were induced to purchase the Products at a premium.

24 117. Plaintiff and the Class Members would not have purchased the Products or paid as  
25 much for the Products if the true facts had been known.

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

1 119. Defendant’s conduct was knowing, intentional, with malice, demonstrated a  
2 complete lack of care, and was in reckless disregard for the rights of Plaintiff and Class Members  
3 Plaintiff and Class Members are therefore entitled to an award of punitive damages.

4  
5 **COUNT VIII**  
6 **Breach of Consumer Protection Statutes<sup>30</sup>**  
7 **(On Behalf of Plaintiff and the Multi-State Consumer Protection Subclass)**

8 120. Plaintiff hereby incorporates the foregoing paragraphs as if fully stated herein.

9 121. Plaintiff brings this claim individually and on behalf of the Multi-State Consumer  
10 Protection Subclass against Defendant.

11 122. Defendant’s acts and practices, as described herein, have deceived and/or are likely  
12 to continue to deceive members of the Multi-State Consumer Protection Subclass and the public.  
13 As described throughout this Complaint, Defendant made the Misrepresentations, even though the  
14 Product was not all natural and contained artificial ingredients.

15 123. The foregoing deceptive acts and practices were directed at consumers.

16  
17 <sup>30</sup> While discovery may alter the following, Plaintiff asserts that the states with similar consumer  
18 fraud laws under the facts of this case include but are not limited to: Alaska Stat. § 45.50.471, et  
19 seq.; Ariz. Rev. Stat. §§ 44-1521, et seq.; Ark. Code § 4-88-101, et seq.; Cal. Bus. & Prof. Code §  
20 17200, et seq.; Cal. Civ. Code §1750, et seq.; Colo. Rev. Stat. Ann. § 6-1-101, et seq.; Colo. Rev.  
21 Stat. Ann. § 6-1-101, et seq.; Conn. Gen Stat. Ann. § 42- 110, et seq.; 6 Del. Code § 2513, et seq.;  
22 D.C. Code § 28-3901, et seq.; Fla. Stat. Ann. § 501.201, et seq.; Ga. Code Ann. § 10-1-390, et seq.;  
23 Haw. Rev. Stat. § 480-2, et seq.; Idaho Code. Ann. § 48-601, et seq.; 815 ILCS 501/1, et seq.; Ind.  
24 Code § 24-5-0.5-2, et seq.; Kan. Stat. Ann. § 50-623, et seq.; Ky. Rev. Stat. Ann. § 367.110, et  
25 seq.; LSA-R.S. 51:1401, et seq.; Me. Rev. Stat. Ann. Tit. 5, § 207, et seq.; Md. Code Ann. Com.  
26 Law, § 13-301, et seq.; Mass. Gen Laws Ann. Ch. 93A, et seq.; Mich. Comp. Laws Ann. §  
27 445.901, et seq.; Minn. Stat. § 325F, et seq.; Mo. Rev. Stat. § 407, et seq.; Neb. Rev. St. §§ 59-  
28 1601, et seq.; Nev. Rev. Stat. § 41.600, et seq.; N.H. Rev. Stat. § 358-A:1, et seq.; N.J. Stat. Ann. §  
56:8, et seq.; N.M. Stat. Ann. § 57-12-1, et seq.; N.Y. Gen. Bus. Law § 349, et seq.; N.C. Gen Stat.  
§ 75-1.1, et seq.; N.D. Cent. Code § 51-15, et seq.; Ohio Rev. Code Ann. § 1345.01, et seq.; Okla.  
Stat. tit. 15 § 751, et seq.; Or. Rev. Stat. § 646.605, et seq.; 73 P.S. § 201-1, et seq.; R.I. Gen. Laws  
§ 6-13.1- 5.2(B), et seq.; S.C. Code Ann. §§ 39-5- 10, et seq.; S.D. Codified Laws § 37-24-1, et  
seq.; Tenn. Code Ann. § 47-18-101, et seq.; Tex. Code Ann., Bus. & Con. § 17.41, et seq.; Utah  
Code. Ann. § 13-11-175, et seq.; 9 V.S.A. § 2451, et seq.; Va. Code Ann. § 59.1-199, et seq.;  
Wash. Rev. Code § 19.86.010, et seq.; W. Va. Code § 46A, et seq.; Wis. Stat. § 100.18, et seq.; and  
Wyo. Stat. Ann. § 40-12-101, et seq.



1           133. Defendant accepted and retained the benefit in the amount of the gross revenues  
2 derived from sales of the Products to Plaintiff and Class Members.

3           134. Defendant has thereby profited by retaining the benefit under circumstances which  
4 would make it unjust for Defendant to retain the benefit.

5           135. Plaintiff and Class Members are, therefore, entitled to restitution in the form of the  
6 revenues derived from Defendant's sale of the Products.

7           136. As a direct and proximate result of Defendant's actions, Plaintiff and the Class  
8 Members have suffered in an amount to be proven at trial.

9           137. Plaintiff and the Class Members have suffered an injury in fact and have lost money  
10 as a result of Defendant's unjust conduct.

11           138. Plaintiff and the Class Members lack an adequate remedy at law with respect to this  
12 claim and are entitled to non-restitutionary disgorgement of the financial profits that Defendant  
13 obtained as a result of its unjust conduct.

14           139. Legal remedies available to Plaintiff and the Class Members are inadequate because  
15 they are not equally prompt, certain, or efficient as equitable relief. Damages are not equally  
16 certain as restitution because the standard that governs restitution is different than the standard that  
17 governs damages. Hence, the Court may award restitution even if it determines Plaintiff fails to  
18 sufficiently adduce evidence to support an award of damages. Damages and restitution are not the  
19 same amount. Unlike damages, restitution is not limited to the amount of money a defendant  
20 wrongfully acquired plus the legal rate of interest. Equitable relief, including restitution, entitles a  
21 plaintiff to recover all profits from the wrongdoing, even where the original funds taken have  
22 grown far greater than the legal rate of interest would recognize. Legal claims for damages are not  
23 equally certain as restitution because such claims require different elements. In short, significant  
24 differences in proof and certainty establish that any potential legal claim cannot serve as an  
25 adequate remedy at law.

26           140. Equitable relief is appropriate because Plaintiff may lack an adequate remedy at law  
27 if, for instance, damages resulting from their purchase of the Products are determined to be an  
28 amount less than the premium price of the Products. Without compensation for the full premium

1 price of the Products, Plaintiff and the Class Members would be left without the parity in  
2 purchasing power to which they are entitled.

3 **Request for Relief**

4 141. Plaintiff, individually, and on behalf of all others similarly situated, requests for  
5 relief pursuant to each claim as follows:

- 6 a. Declaring that this action is a proper class action, certifying the Class as requested  
7 herein, designating Plaintiff as the Class Representative and appointing the  
8 undersigned counsel as Class Counsel;
- 9 b. Ordering restitution and disgorgement of all profits and unjust enrichment that  
10 Defendant obtained from Plaintiff and the Class members as a result of Defendant's  
11 unlawful, unfair, and fraudulent business practices;
- 12 c. Ordering injunctive relief as permitted by law or equity, including enjoining  
13 Defendant from continuing the unlawful practices as set forth herein, and ordering  
14 Defendant to engage in a corrective advertising campaign;
- 15 d. Ordering damages in amount which is different than that calculated for restitution  
16 for Plaintiff and the Class;
- 17 e. Ordering Defendant to pay attorneys' fees and litigation costs to Plaintiff and the  
18 other members of the Class;
- 19 f. Ordering Defendant to pay both pre- and post-judgment interest on any amounts  
20 awarded; and
- 21 g. Ordering other relief as may be just and proper.

22 **Jury Demand**

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

24 Dated: March 25, 2026

Respectfully submitted,

25 **GUCOVSKI LAW FIRM, PLLC**

26 By: /s/ Nathaniel H. Sari  
27 Adrian Gucovski (State Bar No. 360988)  
28 Nathaniel Haim Sari (State Bar No. 362634)  
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