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Superior Court of California,  
County of Los Angeles  
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David W. Slayton,  
Executive Officer/Clerk of Court,  
By J. Covarrubias, Deputy Clerk

6 *Attorneys for Plaintiff*

7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF LOS ANGELES

10 TRISH DUDLEY, on behalf of herself  
and all others similarly situated,

CASE NO.: 25STCV33785

11 Plaintiff,

JUDGE:

12 vs.

DEPT.:

13 HAWAII'S BEST HAWAIIAN HAUPIA,  
14 LLC, and DOES 1 – 10,

**CLASS ACTION COMPLAINT FOR:**

15 Defendants.

(1) VIOLATION OF CAL. CIV. CODE  
§§1750, *et seq.*

(2) VIOLATION OF UCL, BUS. &  
PROF. CODE §§ 17200, *et seq.*

(3) VIOLATION OF FAL, Cal. Bus. &  
Prof. Code §§ 17500 *et seq.*

(4) BREACH OF IMPLIED  
WARRANTY OF  
MERCHANTABILITY

(5) BREACH OF EXPRESS  
WARRANTY

**JURY TRIAL DEMANDED**

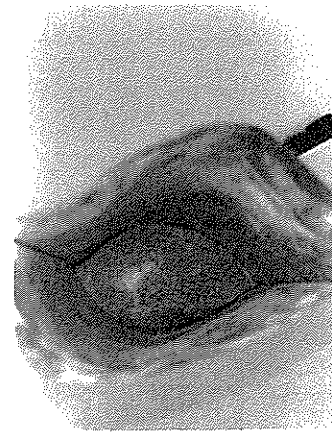
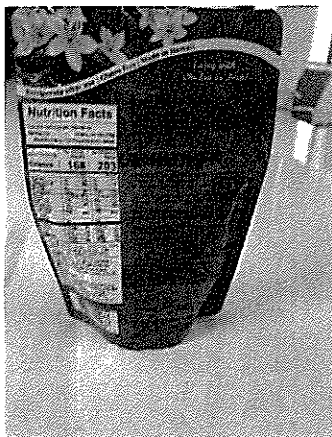
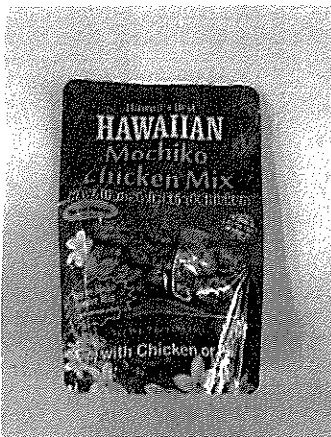
24  
25 Plaintiff, Trish Dudley (hereinafter referred to as the "Plaintiff"), by and through her  
26 attorneys, on behalf of herself and those similarly situated files this action against defendant  
27 Hawaii's Best Hawaiian Haupia, LLC (hereinafter referred to as "Hawaii's Best", the "Company",  
28 or the "Defendant") and alleges upon information and belief, except for those allegations that

1 pertain to her, which are alleged upon personal knowledge, as follows:

2 1. Defendant manufactures and sells Hawaii's Best HAWAIIAN Mochiko Chicken  
3 Mix, Hawaiian Style Fried Chicken, Net Wt. 7 oz. (198.45 g) (the "Product") for personal use, on  
4 July 10, 2025. Please accept this ("the Product"). To increase profits at the expense of consumers  
5 and fair competition, Defendant deceptively sells the Product in oversized packaging that does not  
6 reasonably inform consumers that they are mostly buying air. In short, Defendant dupes consumers  
7 into paying extra for empty space.

8 2. Several state and federal courts have found that cases involving materially identical  
9 claims are actionable and meritorious. *See, e.g., Reyes v. Just Born, Inc.*, - F. Supp. 3d -, 2024 WL  
10 1748629 (C.D. Cal. Apr. 8, 2024) (Vera, J.). *Coleman v. Mondelez Int'l Inc.*, Case No. 2:20-cv-  
11 08100(C.D. Cal. July 26, 2021); and *Thomas v. Nestle USA, Inc.*, Cal. Sup. Case No. BC649863  
12 (April 29, 2020).

13 3. The below pictures illustrate the deceptive nature of the packing and the substantial  
14 non-functional slack-fill inside the package. In summary, actual product occupies only a fraction  
15 of the exterior space represented by the package:



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25

### THE PARTIES

26 4. Plaintiff Trish Dudley is a citizen of the state of California. For the past several  
27 years Plaintiff has purchased the product for personal use, including in the County of Los Angeles.  
28 In making the purchase, Plaintiff relied upon the opaque packaging, including the size of the

1 package and product label, and that was designed to encourage consumers like Plaintiff to purchase  
2 the Product. Plaintiff understood the size of the package and product label to indicate that the  
3 amount of product contained therein was commensurate with the size of the package, and would  
4 not have purchased the Product, or would not have paid a price premium for the Product, had  
5 plaintiff known that the size of the package and product label were false and misleading. Plaintiff  
6 intends to purchase the Product in the future but cannot reasonably do so without an injunctive  
7 relief order from the Court ensuring Defendant’s packaging, labeling, and filling of the Product is  
8 accurate and lawful, at which point Plaintiff will reasonably be able to rely upon Defendant’s  
9 representations about the Product.

10 5. Defendant Hawaii’s Best Hawaiian Haupia, LLC, manufactures, sells, and  
11 distributes food products. The Company’s products are sold online and in brick and mortar retail  
12 stores, including those in Los Angeles County.

13 6. Defendant Hawaii’s Best Hawaiian Haupia, LLC is organized under the laws of  
14 Hawaii and has its principal place of business at 1910 Bertram Street, Honolulu, HI 96816.

15 **JURISDICTION AND VENUE**

16 7. This Court has original jurisdiction of violations of the violating the California  
17 Consumer Legal Remedies Act (the “CLRA”), Cal. Civ. Code §§ 1750, *et seq.*, California Unfair  
18 Competition Law (the “UCL”), Cal. Bus. & Prof. Code §§17200 *et seq.*, and California’s False  
19 Advertising Law (the “FAL”), Cal. Bus. & Prof. Code §§ 17500 *et seq.*

20 8. Venue lies in this County as Defendant does substantial business here, and a  
21 substantial part of the events that are the subject of this action took place in this venue including  
22 but not limited to the sale of the Product to the Class.

23 **SUBSTANTIVE ALLEGATIONS**

24 9. While the amount of product inside any product packaging is material to any  
25 reasonable consumer seeking to purchase that product, over 60% of consumers report that they  
26  
27  
28

1 have been misled by food packaging and labeling.<sup>1</sup> The average consumer spends only 13 seconds  
2 deciding whether to make an in-store purchase;<sup>2</sup> this decision is heavily dependent on a product's  
3 packaging, including the package dimensions. Research has demonstrated that packages that seem  
4 larger are more likely to be purchased because consumers expect package size to accurately  
5 represent the quantity of the good being purchased.<sup>3</sup>

6 10. Defendant chose a certain size package for its Product to convey to consumers that  
7 they are receiving an amount of product commensurate with the size of the package.

8 11. Slack-fill is the difference between the actual capacity of a package and the volume  
9 of product contained therein. Nonfunctional slack-fill is the empty space in a package that is filled  
10 to less than its capacity for illegitimate or unlawful reasons.

11 12. Defendant falsely represents the quantity of product in each of the Product's opaque  
12 package. The size of each package leads reasonable consumers to believe they are purchasing a  
13 package full of product when, in reality, consumers are actually receiving significantly less than  
14 what is represented by the size of the package.

15 13. Even if consumers had a reasonable opportunity to review, prior to the point of sale,  
16 other representations of quantity, such as net weight or serving disclosures, they did not and would  
17 not have reasonably understood or expected such representations to translate to a quantity product  
18 meaningfully different from the size of the package. Many consumers, like Plaintiff, are most  
19 likely to be misled by slack-fill misrepresentations.<sup>4</sup>

20 14. Prior to the point of sale, the Product's packaging does not allow for confirmation  
21

22 <sup>1</sup><https://www.shorr.com/resources/blog/2020-food-packaging-consumer-behavior-report/#:~:text=In%20fact%2C%2066%25%20of%20respondents,and%20food%20packaging%20moving%20forward> (last visited September 2025)

24 <sup>2</sup> Randall Beard, *Make the Most of Your Brand's 20-Second Window*, NIELSEN, Jan. 13, 2015, <https://www.nielsen.com/insights/2015/make-the-most-of-your-brands-20-second-window/> (last visited September 2025)

26 <sup>3</sup> P. Raghurir & A. Krishna, *Vital Dimensions in Volume Perception: Can the Eye Fool the Stomach?*, 36 J. MARKETING RESEARCH 313-326 (1999).

28 <sup>4</sup> <https://www.canr.msu.edu/news/americans-pay-attention-to-food-labels-but-are-confused-by-what-information-matters> (last accessed September 2025).

1 of the contents of the Product. The Product’s opaque packaging prevents a consumer from  
2 observing the contents before opening. Even if a reasonable consumer were to “shake” or  
3 otherwise inspect the package before opening it, the reasonable consumer would not be able to  
4 discern the presence of any nonfunctional slack-fill, let alone the significant amount of  
5 nonfunctional slack-fill that is present in the package.

6 15. The other information that Defendant provides about the quantity of product on the  
7 front and back labels of the Product does not enable reasonable consumers to form any meaningful  
8 understanding about how to gauge the quantity of contents of the Product compared to the size of  
9 the package itself. For instance, the front of the Product’s packaging does not have any labels that  
10 would provide Plaintiff with any meaningful insight as to the amount of product to be expected,  
11 such as a fill line.

12 16. Disclosures of net weight and serving sizes in ounces, pounds, or grams do not  
13 allow the reasonable consumer to make any meaningful conclusions about the quantity of product  
14 contained in the Product’s packages that would be different from their expectation that the quantity  
15 of product is commensurate with the size of the package.

16 17. Plaintiff had dual motivations for purchasing the Product. First, Plaintiff is a  
17 consumer rights “tester” who creates public benefit by ensuring that companies comply with their  
18 obligations under California Law. Second, Plaintiff was genuinely interested in consuming and  
19 enjoying the product, and id so – with disappointment that the package was mostly empty.

20 18. Plaintiff’s status as a dual motivation tester is both necessary and appropriate. First,  
21 it is “necessary and desirable for committed individuals to bring serial litigation” to enforce and  
22 advance consumer protection statutes. *See Langer v. Kiser*, 57 F.4th 1085, 1097 (9th Cir. 2023).  
23 Second, nearly all consumers have dual motives, as there are usually multiple reasons behind their  
24 purchasing decisions. *See Cordes v. Boulder Brands USA, Inc.*, 2018 WL 6714323, at \*3 (C.D.  
25 Cal. 2018).

26 19. To be clear, Plaintiff would not have purchased the Product had Plaintiff known  
27 that the Product contained slack-fill that serves no functional or lawful purpose and would have  
28 consumed the entirety of the contents if the package was filled to Plaintiff’s expectations.



1 discourage pilfering, facilitate handling, nor prevent tampering.

2 28. Defendant can easily increase the quantity of product in each package (or,  
3 alternatively, decrease the size of the packages) significantly.

4 29. Based on the simple fact that none of the safe harbor provisions apply to the  
5 Product's packaging, the packages contain nonfunctional slack-fill and are, therefore, misleading  
6 as a matter of law.

7 30. Defendant's false, deceptive, and misleading label statement are unlawful under  
8 state consumer protection and packaging laws.

9 31. Defendant's misleading and deceptive practices proximately caused harm to  
10 Plaintiff by causing Plaintiff to spend more money than Plaintiff would have otherwise spent had  
11 Plaintiff known the extent of the Product's nonfunctional slack-fill.

12 **CLASS ACTION ALLEGATIONS**

13 32. Class actions are certified when the question is one of a common or general interest,  
14 of many persons, or when the parties are numerous, and it is impracticable to bring them all before  
15 the court. Cal. Civ. Proc. Code § 382. The California Supreme Court has stated that a class should  
16 be certified when the party seeking certification has demonstrated the existence of a "well-defined  
17 community of interest" among the members of the proposed class. *Richmond v. Dart Indus., Inc.*,  
18 29 Cal.3d 462, 470 (1981); *see also Daar v. Yellow Cab Co.*, 67 Cal.2d 695, 704 (1967).

19 33. It is well settled that Plaintiff need not prove the merits of her action at the class  
20 certification stage. Rather, the decision of whether to certify a class is "essentially a procedural  
21 one" and the appropriate analysis is whether, assuming the merits of the claims, they are suitable  
22 for resolution on a class-wide basis:

23 As the focus in a certification dispute is on what types of questions  
24 common or individual are likely to arise in the action, rather than on  
25 the merits of the case, in determining whether there is substantial  
26 evidence to support a trial court's certification order, we consider  
27 whether the theory of recovery advanced by the proponents of  
28 certification is, as an analytical matter, likely to prove amenable to  
class treatment.

*Sav-On Drug Salons, Inc. v. Superior Court*, 34 Cal.4th 319, 327 (2004) (citations omitted).

34. In addition, the assessment of suitability for class certification entails addressing

1 whether a class action is superior to individual lawsuits or alternative procedures for resolving the  
2 controversy. *Capitol People First v. State Dept. of Developmental Services* (2007) 155  
3 Cal.App.4th 676, 689.

4 35. While reserving the right to redefine or amend the class definition prior to or as part  
5 of a motion seeking class certification, Plaintiff seeks to represent a Class consisting of all  
6 individuals that purchased the Products in the State of California that was marketed, sold and/or  
7 distributed by Defendant (the “Class”) within the previous six (6) years (the “Class Period”).

8 36. Based upon Defendant’s sales of the Product, the Class is believed to consist of  
9 thousands of members. The members of the Class are so numerous that joinder of all members is  
10 impracticable.

11 37. Common questions of law and fact exist as to all members of the Class and  
12 predominate over any questions affecting solely individual members of the Class. Among the  
13 questions of law and fact common to the Class are:

- 14 a. Whether Defendant has engaged in unfair and illegal practices;
- 15 b. Whether Defendant has engaged in deceptive and illegal practices;
- 16 c. Whether Defendant has engaged in fraudulent and illegal practices;
- 17 d. The extent to which members of the Class have been injured as a result of these  
18 practices;
- 19 e. Whether Defendant labeled the Products in a deceptive, false, or misleading  
20 manner by misstating the Products’ sodium content;
- 21 f. Whether these practices amount to unfair methods of competition and unfair or  
22 deceptive acts or practices rendering Defendant to be in violation of California’s  
23 Consumer Legal Remedies Act, *inter alia*, Cal. Civ. Code §§ 1750 *et seq.*,  
24 including:
  - 25 i. Whether the Defendant represented that its Products have characteristics  
26 and quantities that they do not have;
  - 27 ii. Whether Defendant advertise its Products with intent not to sell them as  
28 advertised.

1 g. Whether these practices render Defendant to be in violation of California’s  
2 False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.*

3 h. Whether these practices amount to “unlawful”, “unfair,” or “fraudulent”  
4 business acts or practices, rendering Defendant to be in violation of California’s  
5 Unfair Competition Law, Cal. Bus. & Prof. Code Section 17200 *et seq.*,  
6 including:

7 i. Whether Defendant’s sale of the Products in California constitutes  
8 “unlawful” or “unfair” business practices by violating the public  
9 policies set out in the CLRA, Cal. Civ. Code §§ 1770 *et seq.*, the FAL  
10 Cal. Bus. & Prof. Code §§ 17500, and other California statutes and  
11 regulations;

12 ii. Whether Defendant’s sale of the Products is immoral, unethical,  
13 oppressive, unscrupulous or substantially injurious to consumers;

14 iii. Whether Defendant’s sale of the Products constitutes an “unfair”  
15 business practice because consumer injury outweighs any  
16 countervailing benefits to consumers or competition, and because such  
17 injury could not be reasonably avoided by consumers; and

18 iv. Whether Defendant’s mischaracterization of the characteristics or  
19 quantities in its Products constitutes a “fraudulent” business practice  
20 because members of the public are likely to be deceived;

21 i. Whether Defendant has breached an implied contract with Plaintiff and Class  
22 members by selling the Products without proper labeling and/or with improper  
23 quantity claims, in violation of the Sherman Law;

24 j. Whether Defendant has breached an implied warranty of merchantability with  
25 Plaintiff and Class members by selling the Products without proper labeling  
26 and/or with improper quantity claims, in violation of the Sherman Law;

27 k. Whether Defendant has breached an express warranty to Plaintiff and Class  
28 members by selling the Products without proper labeling and/or with improper

1 quantity claims, in violation of the Sherman Law;

- 2 I. Whether Defendant was unjustly enriched by Plaintiff and Class members non-  
3 gratuitous purchases of the Products that were sold without proper labeling  
4 and/or with improper quantity claims, in violation of the Sherman Law;

5 38. These common questions of law and fact predominate over questions that affect  
6 only individual Class Members.

7 39. Plaintiff's claims are typical of the claims of the members of the Class, as Plaintiff  
8 and members of the Class sustained injuries arising out of the Defendant's conduct as complained  
9 of herein. Plaintiff, like all other members of the Class, claim that the Defendant has violated state  
10 law, including *inter alia*, violating the CLRA, Cal. Civ. Code §§ 1750, *et seq.*, the UCL, Cal. Bus.  
11 & Prof. Code §§ 17200 *et seq.*, and the FAL, Cal. Bus. & Prof. Code §§ 17500 *et seq.*, by illegally  
12 marketing, selling and distributing the Products without proper labeling and/or with improper  
13 quantity claims, in violation of the Sherman Law.

14 40. Plaintiff will fairly and adequately protect the interests of the members of the Class  
15 and has retained counsel competent and experienced in class action litigation. Plaintiff has no  
16 interests antagonistic to, or in conflict with, those of the Class.

17 41. A class action is superior to other available methods for the fair and efficient  
18 adjudication of the controversy, since joinder of all members is impracticable. Furthermore, the  
19 expense and burden of individual litigation make it impossible for members of the Class  
20 individually to redress the wrongs done to them.

21 42. Defendant has acted on grounds applicable to the Class, thereby making final  
22 injunctive and declaratory relief concerning the Class as a whole appropriate.

23 43. There will be no difficulty in the management of this action as a class action. Here,  
24 the class seeks injunctive relief to stop the selling of the Product containing nonfunctional slack-  
25 fill and damages in an amount equal to the amount that California class members paid for the  
26 misleadingly packaged products. Moreover, judicial economy will be served by the maintenance  
27 of this lawsuit as a class action, in that it is likely to avoid the burden which would be otherwise  
28 placed upon the judicial system by the filing of thousands of similar suits by individuals who have

1 purchased the Product in California in the past six (6) years. There are no obstacles to effective  
2 and efficient management of the lawsuit as a class action.

3 **COUNT I**

4 **(Common Law Fraud)**

5 44. Plaintiff re-alleges and incorporates by reference the above allegations set forth in  
6 the Complaint as if fully set forth herein.

7 45. The elements of cause of action for California common law fraud are (a)  
8 misrepresentation (false representation, concealment, or nondisclosure); (b) knowledge of falsity  
9 (or “scienter”); (c) intent to induce reliance; (d) justifiable reliance; and (e) resulting damage. See  
10 *Lazar v. Superior Court* (1996) 12 Cal.4th 631, 638.).

11 46. Each element of the cause of action for fraud is present here, as shown by the  
12 following “Who, What, When, Where, and Why” summary:

- 13 a. **Who:** The false representations were made by the Defendant and the individuals  
14 employed by Defendant who make packaging and labeling decisions.
- 15 b. **What:** The false representation was the representation that the package was full  
16 of product, and the specific concealment was that the package was over half  
17 empty.
- 18 c. **When:** The misrepresentation has been made continuously through the statute  
19 of limitations period, as it is made each time a package is sold – including when  
20 Plaintiff purchased the product in the six months prior to filing this Complaint.
- 21 d. **Where:** The misrepresentation was made on Defendant’s website, marketing  
22 materials, and the packaging of the product.
- 23 e. **Why:** Defendant made the misrepresentation to induce consumers to purchase  
24 the product, to cause them to pay more for the product, and to take market share  
25 and profits from its competitors.

26 47. **Knowledge:** Defendant knows that the packaging is more than half empty, knows  
27 that consumers will purchase the Product based upon the belief that it is full, and knows that it is  
28 deceiving consumers.



1 regulations and statutes including the Sherman Law and 21 C.F.R. § 100.10.

2 55. Defendant packaged the Product in packages that contain significant nonfunctional  
3 slack-fill and made material misrepresentations to deceive Plaintiff and all consumers.

4 56. Defendant deceived Plaintiff by misrepresenting the Product as having  
5 characteristics and quantities that it does not have, e.g., that the Product is free of nonfunctional  
6 slack-fill when it is not. In doing so, Defendant intentionally misrepresented and concealed  
7 material facts from Plaintiff. Said misrepresentations and concealment were done with the  
8 intention of deceiving Plaintiff and depriving Plaintiff of rights and money.

9 57. Defendant knew the Product's packaging was misleading and deceptive.

10 58. Defendant's packaging of the Product was a material factor in Plaintiff's decisions  
11 to purchase the Product. Based on Defendant's packaging of the Product, Plaintiff reasonably  
12 believed that Plaintiff would receive more product than actually received. Had Plaintiff known the  
13 truth of the matter, Plaintiff would not have purchased the Product.

14 59. Plaintiff has suffered injury in fact and has lost money as a result of Defendant's  
15 unfair and unlawful conduct. Specifically, Plaintiff paid for product never received.

16 60. More than 30 days prior to filing this Complaint, Plaintiff notified Defendant of the  
17 particular alleged violations of Section 1770 and demanded that Defendant correct, repair, replace,  
18 or otherwise rectify the violation. Defendant has not fully complied with Plaintiff's request.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, and the  
21 general public, prays for and demands judgment against Defendant and requests the following  
22 relief:

- 23 A. That this Court certify the proposed Class;
- 24 B. That this Court certify Plaintiff as class representatives on behalf of the Class, and  
25 appoint Plaintiff's undersigned counsel as Class Counsel;
- 26 C. That this Court issue an Order requiring Defendant to bear the cost of Class Notice;
- 27 D. That this Court issue an Order compelling Defendant to conduct a corrective  
28 advertising campaign;

- 1 E. That this Court issue an Order compelling Defendant to destroy all misleading and  
2 deceptive product labels, and to recall all offending products;
- 3 F. That this Court issue an Order requiring Defendant to disgorge all monies,  
4 revenues, and profits obtained by means of any wrongful act or practice;
- 5 G. That this Court issue an Order requiring Defendant to pay restitution to restore all  
6 funds acquired by means of any practice declared by this Court to be unlawful,  
7 unfair, or fraudulent business act or practice, or untrue or misleading advertising,  
8 plus pre- and post-judgment interest thereon;
- 9 H. That this Court issue an Order requiring Defendant to pay compensatory damages  
10 and punitive damages as permitted by law;
- 11 I. The Court award, injunctive and attorney fees pursuant to CLRA, Cal. Civ. Code §  
12 1750, *et seq.*
- 13 J. That the Court enjoin Defendant under Cal. Bus. & Prof. Code § 17203 as follows:  
14 a. To cease such acts and practices declared by this Court to be an unlawful,  
15 fraudulent, or an unfair business act or practice, a violation of laws, statutes,  
16 or regulations, or constituting an unfair competition;
- 17 K. That the Court award Plaintiff, and all those similarly situated, the opportunity to  
18 amend or modify the provisions of this Complaint as necessary or appropriate after  
19 additional or further discovery is completed in this matter, and after all appropriate  
20 parties have been served;
- 21 L. That the Court award reasonable attorneys' fees and costs, pursuant to Cal. Code  
22 Civ. Pro. § 1021.5, and other statutes as may be applicable, as well as provided by  
23 contracts;
- 24 M. For prejudgment interest to the extent allowed by law;
- 25 N. For costs of suit incurred herein; and
- 26 O. That this Court award such other and further relief as it deems necessary, just,  
27 proper, and appropriate.
- 28

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury on all issues which can be heard by a jury.

Dated: November 17, 2025

BRODSKY SMITH

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