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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

TRICIA HUFFMAN, individually and on behalf  
of all similarly situated persons,

Plaintiff,

v.

SMARTSWEETS, INC.

Defendant.

Case No. **26STCV05079**

**CLASS ACTION COMPLAINT**

JURY TRIAL DEMANDED

1 Plaintiff Tricia Huffman (“Plaintiff”), individually and on behalf of all others similarly situated,  
2 brings this class action complaint against Defendant SmartSweets, Inc. (“Defendant” or “SmartSweets”).  
3 The allegations asserted herein are based on Plaintiff’s personal knowledge of facts pertaining to herself  
4 and upon information and belief, including further investigation conducted by Plaintiff’s counsel, as to  
5 the remainder.

6 **I. NATURE OF THE ACTION.**

7 1. Plaintiff respectfully commences this class action to remedy and stop Defendant’s  
8 deceptive business practice of marketing and selling certain of its low-sugar candy products which contain  
9 or risk containing significant levels of heavy metals like arsenic, despite misrepresenting otherwise. The  
10 products at issue are Smart Sweets-brand Sweet Fish and Caramels (the “Products”).

11 2. Defendant is a manufacturer and seller of supposedly healthy alternatives to traditional  
12 candy. Plaintiff is one of many consumers who purchased the Products for regular and ordinary use.

13 3. Prior to placing the Products into the stream of commerce for consumption by adults and  
14 children, Defendant knew the Products contained or risked containing significant levels of arsenic. Yet  
15 Defendant omitted this information on packaging and failed to warn about the significant presence or risk  
16 of presence of arsenic, a heavy metal, despite advertising the Products to the contrary.

17 4. Plaintiff and Class Members reasonably relied on Defendant’s representations and partial  
18 omissions which led them to believe the Products were without detectable levels of heavy metals, let  
19 alone significant or unsafe levels.

20 5. Plaintiff and Class Members purchased and/or used the Products and were therefore  
21 exposed to, or risked being exposed to, arsenic linked to adverse health conditions.

22 6. The heavy metals are avoidable constituents in the Products and Defendant’s  
23 manufacturing process.

24 7. Defendant is therefore liable to Plaintiff and Class Members for selling, advertising,  
25 manufacturing, and distributing the Products with affirmative misrepresentations and without  
26 conspicuously disclosing that the Products contain or risk containing detectible, significant, or unsafe  
27 levels of heavy metals.

1 **II. PARTIES.**

2 8. Plaintiff Tricia Huffman is, and at all times relevant to this action was, a resident of Los  
3 Angeles County, California. Plaintiff therefore is a citizen/domiciliary of California.

4 9. Defendant SmartSweets Inc. is, and at all times relevant to this action was, a corporation  
5 organized under the laws of British Columbia (Canada). On information and belief, its principal place of  
6 business is in British Columbia at #200 - 75 West Broadway, Vancouver, BC, V5Y 1P1, Canada.

7 **III. JURISDICTION AND VENUE.**

8 10. This is a class action lawsuit brought pursuant to Code of Civil Procedure § 382, and this  
9 Court has jurisdiction over Plaintiff's claims because the amount in controversy exceeds this Court's  
10 jurisdictional minimum.

11 11. Venue is proper because Defendant does business in California, sells and/or distributes  
12 products to consumers in California, and a substantial part of Defendant's conduct giving rise to the claims  
13 occurred in California. On information and belief, Defendant knowingly sells the Products to customers  
14 in this county through websites, stores, and third-party retailers and distributors. Venue is thus proper  
15 pursuant to California Code of Civil Procedure §§ 395 and 395.5, California Business and Professions  
16 Code §§ 17203, 17204, and 17535, and California Civil Code § 1780(d) because Defendant does business  
17 in this county and one of Plaintiff's transactions with Defendant took place in this county.

18 12. Further, as set forth herein, Defendant has contacts in this forum sufficient to subject it to  
19 personal jurisdiction. Defendant continuously and systematically places goods into the stream of  
20 commerce for distribution in California, offers to ship products to California, markets the Products to  
21 persons in California, and manufactures and supplies the Products to third-party sellers to sell to  
22 consumers in California. Exercising jurisdiction over Defendant is fair, just, and reasonable considering  
23 the quality and nature of Defendant's acts that occur in California, and which affect interests located in  
24 California. Defendant has purposefully availed itself of the privilege of conducting activities in California,  
25 and should reasonably anticipate being haled into court in California

26 **IV. FACTUAL ALLEGATIONS.**

27 **A. Defendant is a Prominent, Knowledgeable, and Experienced Manufacturer and Seller**  
28 **of Low-Sugar Candy.**

1 13. Ordinary candy is a higher sugar product with little to no health benefits. Capitalizing on  
2 the public's desire for healthy alternatives to high-sugar candy, Defendant developed SmartSweets.

3 14. According to Defendant's "About Us" page, its founder states: "I've always had a love  
4 affair with candy. I started SmartSweets when I recognized I wanted to change my relationship with candy  
5 after experiencing the negative effects excess sugar has on our health. I tried to eat less sugar, but that  
6 only led me to crave candy even more, sparking my quest to Kick Sugar, Keep Candy! After spending  
7 months recipe testing in my kitchen with a gummy bear mould from Amazon, I innovated the first  
8 delicious candy - without all the sugar."<sup>1</sup>

9 15. That webpage goes on to state:<sup>2</sup>

10 **Our Mission**

11  
12 **KICK SUGAR**  
13  
14 **KEEP CANDY™**  
15  
16  
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18

19 **Have you ever noticed the first and primary**  
20 **ingredient in most traditional candy is sugar? We**  
21 **are committed to innovating the delicious candy**  
22 **you know and love with less sugar! SmartSweets**  
23 **candy has up to 92% less sugar per 50g serving**  
24 **versus the leading traditional candy equivalents**  
25 **- creating a world filled with sweeter choices.**  
26 **Feel good about candy!**

27 <sup>1</sup> <https://smartsweets.com/pages/our-story> (last accessed February 13, 2026).

28 <sup>2</sup> *Id.*

1 16. Defendant differentiates itself in the marketplace by advertising low-sugar and relatively  
2 high-fiber candy alternatives, manufactured using purportedly high quality ingredients. To that end, its  
3 website states: “Our Philosophy [¶] Innovative Ingredients [¶] We are committed to relentlessly  
4 researching, testing, and choosing the most advanced, innovative ingredients to create the delicious candy  
5 you know and love while kicking as many grams of sugar per bag as possible.”<sup>3</sup>

6 17. The “Our Ingredients” page of Defendant’s website further touts the brand’s (and the  
7 Products’) premium ingredients, health-conscious positioning, and carefully selected and tested  
8 composition.<sup>4</sup>

9  
10 **Our Ingredients Philosophy**

11  
12 **KICK SUGAR**  
13 **KEEP CANDY™**  
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17 **We are committed to relentlessly researching,**  
18 **testing, and choosing the most advanced,**  
19 **innovative ingredients to create the delicious**  
20 **candy you know and love while kicking as many**  
21 **grams of sugar per bag as possible.**  
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27 <sup>3</sup> *Id.*

28 <sup>4</sup> <https://smartsweets.com/pages/our-ingredients> (last accessed February 13, 2026).


# Feel Good About Candy


We love candy too! But we don't love all the excessive sugar or artificial sweeteners in other sweets. Our pinky promise to you is delicious candy with:

 Up to 92% less sugar per 50g verses the leading traditional candy equivalents

 No artificial sweeteners

 Only 1-4 grams of sugar per serving

 No added sugar

 No sugar alcohols (erythritol, maltitol, sorbitol and xylitol)

 Smartly sweetened with high-quality stevia

**B. Independent Government Study Recently Uncovers Significant Levels of Arsenic in the Products.**


18. The State of Florida’s “Health Florida First” initiative recently tested various candy products readily available in the marketplace.<sup>5</sup> The results of that testing was published in January 2026.<sup>6</sup>

19. The results showed (1) Smart Sweets Caramel contained 240 parts per billion (ppb) of arsenic, such that the annual safe consumption limit is only 1 bag for children and 2.4 bags for adults; and (2) Smart Sweets Sweet Fish contained 180 ppb of arsenic, such that the annual safe consumption limit is only 1 bag for children and 2.4 bags for adults.

HEALTHY FLORIDA FIRST
EXPOSING FOOD TOXINS  
Candy

The following shows approximate “safe” consumption amounts per year, based on developmental age, where arsenic was detected. Arsenic exposure beyond limits that are considered safe, can increase the risk of cancers, including lung, skin, kidney, and bladder.

*\* Indicated candy marketed as a healthier option.*

			Safe Consumption Limit, Per Year (approximate)		
Candy	Company	Brand	Arsenic Parts per Billion (PPB)	Child	Adult
	Smart Sweets	Smart Sweets Caramel *	240	1 bag <i>(if 1 bag is 45 grams)</i>	2 2/3 bags <i>(if 1 bag is 45 grams)</i>
		Smart Sweets Red Twists *	-	<i>risk not identified</i>	<i>risk not identified</i>
		Smart Sweets Sweet Fish *	180	1 bag <i>(if 1 bag is 50 grams)</i>	2 2/3 bags <i>(if 1 bag is 50 grams)</i>

20. According to the State of Florida, the above chart “shows approximate ‘safe’ consumption amounts per year, based on developmental age, where arsenic was detected.”<sup>7</sup> “Arsenic exposure beyond limits that are considered safe, can increase the risk of cancers, including lung, skin, kidney, and bladder.”<sup>8</sup>

21. This testing was performed using the EPA Method 6010D, which detects total arsenic.<sup>9</sup>

<sup>5</sup> <https://exposingfoodtoxins.com/candy/> (last accessed February 13, 2026).

<sup>6</sup> <https://exposingfoodtoxins.com/wp-content/uploads/2026/01/Candy-Arsenic.v5.pdf> (last accessed February 13, 2026).

<sup>7</sup> <https://exposingfoodtoxins.com/candy/>

<sup>8</sup> *Id.*

<sup>9</sup> <https://www.goodhousekeeping.com/food-products/a70247585/arsenic-in-candy-florida/> (last accessed February 13, 2026).

1 22. Specifically, “Samples were obtained from commonly used retail outlets, including both  
2 brick-and-mortar stores and online retailers, to reflect real-world consumer purchasing patterns.”<sup>10</sup>  
3 “Samples were analyzed using EPA Method 6010D for the multi-elemental determination of metals in  
4 solid and liquid samples. The laboratory followed its established quality assurance plan to validate and  
5 verify all results.”<sup>11</sup>

6 **C. Exposure to Arsenic from the Products is Significant and Hazardous.**

7 23. Heavy metals bioaccumulate in the body. This means the body cannot excrete and expel  
8 toxins as quickly as they are absorbed, so the amount present in the body—along with the associated  
9 negative health risks—grows over time.<sup>12</sup>

10 24. The U.S. Food and Drug Administration (“FDA”) and World Health Organization  
11 (“WHO”) have declared heavy metals “dangerous to human health.”<sup>13</sup>

12 25. For example, exposure to heavy metals puts children at risk for diminished mental  
13 capacity, behavioral problems (like attention deficit hyperactivity disorder), type 2 diabetes, and cancer,  
14 among other health issues.

15 26. Heavy metals also pose health risks to adults. Even modest amounts of ingested heavy  
16 metals can increase the risk of cancer, cognitive and reproductive problems, and other adverse conditions.  
17 These facts underscore the importance of limiting heavy metal exposure and consumption.

18 27. It is particularly important to limit or eliminate heavy metals from food products that are  
19 consumed frequently, like candies and snack foods.

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23 <sup>10</sup> <https://markbishofsky.substack.com/p/news-sprint-february-1st-2026>

24 <sup>11</sup> *Id.*

25 <sup>12</sup> Jesse Hirsch, *Heavy Metals in Baby Food: What You Need to Know*, Consumer Reports (June  
26 27, 2023), available at <https://www.consumerreports.org/food-safety/heavy-metals-in-baby-food/>.

27 <sup>13</sup> *Staff Report: Baby Foods are Tainted with Dangerous Levels of Arsenic, Lead, Cadmium, and*  
28 *Mercury*, U.S. House of Representatives Committee on Oversight and Reform, Subcommittee on  
Economic and Consumer Policy, Feb. 4, 2021 (“House Report”) at 2, available at  
<https://oversightdemocrats.house.gov/sites/democrats.oversight.house.gov/files/2021-02-04%20ECP%20Baby%20Food%20Staff%20Report.pdf>.

1                   **1. Arsenic.**

2                   28. “Arsenic is a naturally occurring element widely distributed in the earth’s crust”<sup>14</sup> and is  
3 “widely distributed throughout the environment in the air, water and land.”<sup>15</sup> “It is highly toxic in its  
4 inorganic form.”<sup>16</sup> The World Health Organization<sup>17</sup> and the U.S. Environmental Protection Agency  
5 (“EPA”)<sup>18</sup> classify inorganic arsenic as a “confirmed carcinogen.”

6                   29. Long-term exposure to inorganic arsenic, mainly through ingestion or oral exposure, can  
7 lead to chronic arsenic poisoning and even death.<sup>19</sup> Namely, such chronic arsenic poisoning “has resulted  
8 in gastrointestinal effects, anemia, peripheral neuropathy, skin lesions, hyperpigmentation, [] liver or  
9 kidney damage in humans” and has also been “linked to a form of skin cancer and also to bladder, liver,  
10 and lung cancer.”<sup>20</sup> “Inorganic arsenic exposure of humans, by the inhalation route, has been shown to be  
11 strongly associated with lung cancer” and “with irritation of the skin and mucous membranes and effects  
12 in the brain and nervous system.”<sup>21</sup>

13                   30. Even at lower levels, acute arsenic exposure “can cause nausea and vomiting, decreased  
14 production of red and white blood cells, abnormal heart rhythm, damage to blood vessels, and a sensation  
15 of ‘pins and needles’ in hands and feet.”<sup>22</sup> “Ingesting or breathing low levels of inorganic arsenic for a  
16 long time” can also “cause a darkening of the skin and the appearance of small ‘corns’ or ‘warts’ on the  
17 palms, soles, and torso.”<sup>23</sup>

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20                   <sup>14</sup> [https://www.epa.gov/sites/default/files/2014-03/documents/arsenic\\_toxfaqs\\_3v.pdf](https://www.epa.gov/sites/default/files/2014-03/documents/arsenic_toxfaqs_3v.pdf).

21                   <sup>15</sup> <https://www.who.int/news-room/fact-sheets/detail/arsenic>.

22                   <sup>16</sup> *Id.*

23                   <sup>17</sup> *Id.*

24                   <sup>18</sup> <https://www.epa.gov/sites/default/files/2016-09/documents/arsenic-compounds.pdf>.

25                   <sup>19</sup>                   *See*                   <https://www.who.int/news-room/fact-sheets/detail/arsenic>;  
[https://www.epa.gov/sites/default/files/2014-03/documents/arsenic\\_toxfaqs\\_3v.pdf](https://www.epa.gov/sites/default/files/2014-03/documents/arsenic_toxfaqs_3v.pdf).

26                   <sup>20</sup> <https://www.epa.gov/sites/default/files/2016-09/documents/arsenic-compounds.pdf>.

27                   <sup>21</sup> *Id.*

28                   <sup>22</sup> [https://www.epa.gov/sites/default/files/2014-03/documents/arsenic\\_toxfaqs\\_3v.pdf](https://www.epa.gov/sites/default/files/2014-03/documents/arsenic_toxfaqs_3v.pdf).

<sup>23</sup> *Id.*

1 31. “Arsenic is also associated with adverse pregnancy outcomes and infant mortality, with  
2 impacts on child health [], and exposure in utero and in early childhood has been linked to increases in  
3 mortality in young adults due to multiple cancers, lung disease, heart attacks and kidney failure [].  
4 Numerous studies have demonstrated negative impacts of arsenic exposure on cognitive development,  
5 intelligence and memory [].<sup>24</sup>

6 **2. The Levels of Arsenic in the Products are Material and Significant.**

7 32. While the State of Florida’s testing did not separately test for inorganic arsenic, it did test  
8 for total arsenic (i.e., organic arsenic and inorganic arsenic). And even though organic arsenic is less  
9 harmful than inorganic arsenic, both forms are harmful and should be avoided.<sup>25</sup>

10 33. As one article explains “the numbers found by Florida’s health department do raise an  
11 eyebrow, especially in context to the FDA’s set limits on arsenic in certain foods, including bottled water  
12 and apple juice at 10 parts per billion, and infant rice cereal at 100 parts per billion—limits that are far  
13 below the levels detected in some of the candies tested.”<sup>26</sup>

14 34. “The discovery of high levels of arsenic in any food, including candy, is a serious public  
15 health concern, especially because—in this case—children are often the primary consumers,” according  
16 to Dr. Darin Detwiler, a food safety expert and associate professor at Northeastern University’s College  
17 of Professional Studies.<sup>27</sup>

18 35. “While occasional exposure to small amounts of arsenic may not cause immediate harm,  
19 *chronic exposure (even at low levels)* can increase the risk of cancer, cardiovascular disease, and  
20 developmental issues in children. Consumers should pay attention to recalls and advisories from health  
21 authorities and avoid any specific brands or products identified as contaminated.”<sup>28</sup>

22  
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24 <sup>24</sup> <https://www.who.int/news-room/fact-sheets/detail/arsenic>.

25 <sup>25</sup> <https://www.goodhousekeeping.com/food-products/a70247585/arsenic-in-candy-florida/> (last  
26 accessed February 13, 2026).

27 <sup>26</sup> *Id.*

28 <sup>27</sup> *Id.*

<sup>28</sup> *Id.*

1 36. Of note, the Products are advertised as premium, low-sugar healthier alternatives to  
2 traditional high-sugar candy. So, a healthy product composition and premium ingredients—including the  
3 absence of toxins like arsenic—is important to buyers of the Products.

4 37. When faced with two options in a store—one which does not contain or risk containing  
5 detectable and significant levels of heavy metals, and another which contains or risks containing  
6 significant levels of heavy metals—reasonable consumers would avoid the latter. This is because  
7 consumers value high quality products that do not contain or risk containing detectable and significant  
8 levels of toxins.

9 38. Additionally, the presence of arsenic in significant amounts brings into question the  
10 Products' supposed competitive advantage—premium candy alternatives without undesirable qualities,  
11 which consumers can use to maintain health. Because the Products are deceptively advertised, reasonable  
12 consumers are deprived of making an informed choice.

13 **D. Candy Can Be Manufactured Without Detectable Arsenic.**

14 39. Based on present day manufacturing capabilities, candy can be (and routinely is)  
15 manufactured without detectable levels of arsenic.

16 40. According to the State of Florida's testing, several candies showed no detectable levels of  
17 arsenic at all. That list includes the Laffy Taffy's cherry flavor, Reese's Peanut Butter Cups, Whoppers,  
18 M&M's, Twix, Milky Way, Annie's Organic Bunny Fruit Flavored Snacks in the Berry Patch flavor, and  
19 all Unreal and Yum Earth candies tested. It also includes the Smart Sweets Red Twists flavor.

20 41. Accordingly, the reasonable consumer's expectations described herein are in fact  
21 reasonable and do not set an impossible standard.

22 **E. Defendant Failed to Comply with Current Good Manufacturing Practices, Resulting**  
23 **in Adulterated Candy Products**

24 42. Under the FDCA, “[a] food is adulterated if it contains a poisonous or deleterious  
25 substance that may render it injurious to health.” 21 U.S.C. § 342(a).

26 43. The elevated arsenic levels found in the Products renders them “deleterious substance[s]  
27 that may render [them] injurious to health.”  
28

1 44. As a manufacturer of food goods, Defendant had an obligation to adhere to industry  
2 Current Good Manufacturing Practices (“cGMPs”). These practices include preventing chemical  
3 contamination, monitoring hazards, and testing when appropriate.

4 45. Defendant chose to use certain plant-derived ingredients, including chicory root fiber,  
5 isomalto-oligosaccharides, and potato starch, which are known to experienced manufacturers as vectors  
6 for arsenic contamination. Thus, it was incumbent on Defendant to test for arsenic levels.

7 46. As discussed above, as a result of cGMPs in the industry, most manufacturers of candy  
8 products do not bring candy products to market that contain elevated levels of arsenic.

9 47. Defendant’s violations of these federal laws also constitute violations of California state  
10 law, which explicitly incorporates the FDCA standards. *See* Cal. Health & Safety Code § 110100(a); Cal.  
11 Health & Safety Code § 110105.

12 **F. Reasonable Consumers are Deceived by Defendant’s Misrepresentations and Believed**  
13 **the Products Did Not Contain or Risk Containing Detectable, Significant, and Unsafe**  
14 **Levels of Heavy Metals.**

15 48. Defendant’s Products should not have contained (or risk containing) detectable levels of  
16 heavy metals, let alone significant levels or unsafe levels, based on the Products’ labeling and advertising.

17 49. As explained above, Defendant positions itself and its brand as healthy, trustworthy, safe,  
18 and responsible to consumers. Defendant’s advertising and labeling is designed to reinforce this message.  
19 To that end, exemplars of the Products’ packaging and advertising (collected from publicly available  
20 sources) are shown below.

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Sweet Fish



Front Label



Rear Label

*Images dated February 13, 2026 (Amazon.com)*

Caramels



Front Label

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Rear Label

*Images dated February 13, 2026 (Amazon.com)*

1 50. The above representations appear on packaging and at the point-of-sale online.

2 51. The above representations omit any mention of the fact that the Products contain dangerous  
3 levels of toxic heavy metals.

4 52. Additionally, the above representations, taken individually and/or collectively,  
5 affirmatively lead reasonable consumers to believe that the Products (1) did not contain or risk containing  
6 toxins like heavy metals in any amount, (2) did not contain or risk containing toxins like heavy metals in  
7 significant or potentially dangerous amounts, and (3) could not increase the negative health risks  
8 associated with heavy metals consumption if consumed regularly.

9 53. Thus, the challenged statements, taken individually and collectively, are deceptive.  
10 Namely:

- 11 a. "Feel Good About Candy"
- 12 b. "No Artificial Sweeteners"
- 13 c. "No Added Sugar"
- 14 d. "Good Source of Fiber"
- 15 e. "Plant-Based"
- 16 f. "No Sugar Alcohols"
- 17 g. "Colored With Fruit & Vegetable Juices"
- 18 h. "Gluten Free"
- 19 i. "92% less sugar than traditional gummy fish"
- 20 j. "Based on a 50g serving size, our sweet fish contain 3g of sugar and traditional gummy  
21 fish candy contains 38g of sugar"
- 22 k. "95% less sugar than traditional caramels"
- 23 l. "Based on a 45g serving size: Our caramels contain 1g of sugar and traditional caramels  
24 contain 19g of sugar"

25 54. Moreover, the list of undesired attributes that the Products boastfully do not contain are  
26 misleading because the Products contain or risk containing detectable and significant levels of heavy  
27 metals. The overall impression is that the Products do not contain or risk containing any levels of toxins  
28 like heavy meals, let alone significant or unsafe levels when consumed regularly.

1 55. Any reasonable consumer would consider the presence or potential presence of dangerous  
2 substances like heavy metals important information and contrary to the Products' advertising. Indeed, had  
3 the mere presence or potential presence of heavy metals been disclosed by Defendant, reasonable  
4 consumers would not purchase the Products (or would have paid much less for the Products).

5 56. The above deception is particularly material in the context of food products advertised as  
6 healthier and superior alternatives to traditional high-sugar candy. Given the absence of high sugar levels,  
7 consumers feel comfortable consuming the Products frequently without negative health consequences.

8 57. Exposure to heavy metals should be avoided and minimized. So, the presence of heavy  
9 metals at detectable and significant levels in the Products is important to consumers. And based on the  
10 Products' packaging and advertising, reasonable consumers did not expect that the Products contained or  
11 risk containing detectable and significant levels of heavy metals.

12 58. Likewise, the fact that the Products were adulterated, violated cGMPs, and were illegal to  
13 sell is important to consumers. Plaintiff and other consumers would never have purchased the Products,  
14 or would have paid substantially less, if they had known they were illegal to sell.

15 **G. Defendant's Duty to Disclose.**

16 59. Defendant was obligated to disclose that the Products contained or risk containing  
17 detectable and significant levels of heavy metals because that information is contrary to the Product's  
18 advertising.

19 60. Defendant could have and should have prominently disclosed the limitations and omitted  
20 facts on packaging or at the point of sale—all prior to purchase. Had Defendant disclosed that the Products  
21 contain or risk containing detectable or significant levels of heavy metals, consumers would have been  
22 aware of it.

23 61. Superior Knowledge: Defendant is experienced in the design and manufacture of food  
24 products like the Products at issue. On information and belief, as a manufacturer and company whose  
25 goal is to improve health and decrease high-sugar candy consumption, Defendant was aware of the raw  
26 inputs used to manufacture the Products and, thus, was aware that the Products were manufactured with  
27 significant levels of heavy metals present in the finished Products. Further, on information and belief,  
28 Defendant conducts tests, including pre-sale testing, to verify the contents and specifications of the

1 Products sold. Indeed, Defendant repeatedly touts that its products are free of harmful ingredients and  
2 attributes to differentiate itself in the marketplace.

3 62. Defendant had additional reason to test for arsenic specifically, as arsenic contamination  
4 is known to manufacturers as a risk with certain plant-derived ingredients, including chicory root fiber,  
5 isomalto-oligosaccharides, and potato starch.

6 63. Before purchasing the Products, consumers had no reasonable way to know the Products  
7 contained detectable heavy metals or significant levels of heavy metals.

8 64. Contrary/Partial Representations: As explained above, by aggressively promoting the  
9 Products' beneficial attributes and composition, and by describing the absence of negative and undesirable  
10 attributes, Defendant is obligated to disclose material limitations that negatively affect the use of the  
11 Products. As explained above, based on the partial representations, consumers believe the Products do not  
12 contain detectable, significant, or unsafe levels of toxins like heavy metals.

13 65. Defendant knows that reasonable consumers would find the presence or material risk of  
14 heavy metals and other toxins material.

15 66. Defendant knows that reasonable consumers would not knowingly consume or have their  
16 children consume products that contained significant levels of heavy metals.

17 67. Defendant knows that reasonable consumers would not knowingly consume or have their  
18 children consume products that were adulterated, violated cGMPs, and were illegal to sell.

19 **H. Plaintiff Tricia Huffman's Experience.**

20 68. Plaintiff Huffman repeatedly purchased the Products, including at least six times per year  
21 for the past three years. To her recollection, she purchased the Sweet Fish and Caramels from  
22 ThriveMarket.com, Whole Foods stores, Target stores, and/or Sprouts stores. Because these are ordinary  
23 consumer goods, she does not have receipts documenting every purchase. But she did purchase at least  
24 one of the Products on the following dates, among many others: 12/20/2024 (Target Store in Mira Loma,  
25 CA); 11/25/2022 (2x Sweet Fish 1.8 oz pouches and 2x Caramels 1.6 oz bags from ThriveMarket.com);  
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1 9/22/2025 (Mini Sweet Fish Multipack 6.24 oz from Whole Foods in CA); 7/9/2021 (Sweet Fish 5.3 oz  
2 from Whole Foods in CA); and 12/13/2024 (Caramels 1.6 oz from Whole Foods in CA).<sup>29</sup>

3 69. Representative examples of the Products' packaging are shown in paragraphs 49, above.

4 70. Before purchasing and repurchasing the Products, Plaintiff viewed the Products' exterior  
5 label and the ThriveMarket.com listing page for the Products (which included images of the labels).

6 71. Accordingly, as shown above, she saw that the Products were generally described as: "Feel  
7 Good About Candy"; "No Artificial Sweeteners"; "No Added Sugar"; "Good Source of Fiber"; "Plant-  
8 Based"; "No Sugar Alcohols"; "Colored With Fruit & Vegetable Juices"; "Gluten Free"; "92% less sugar  
9 than traditional gummy fish"; "Based on a 50g serving size, our sweet fish contain 3g of sugar and  
10 traditional gummy fish candy contains 38g of sugar"; "95% less sugar than traditional caramels"; and  
11 "Based on a 45g serving size: Our caramels contain 1g of sugar and traditional caramels contain 19g of  
12 sugar."

13 72. Plaintiff understood these statements by Defendant as representing that the Products (1)  
14 did not contain or risk containing toxins like heavy metals in any amount, (2) did not contain or risk  
15 containing toxins like heavy metals in significant or potentially dangerous amounts, and (3) could not  
16 increase the negative health risks associated with heavy metals consumption if consumed regularly.

17 73. Plaintiff relied on these representations in deciding to purchase the Products.

18 74. Plaintiff would not have purchased the Products, or at minimum would have paid less for  
19 them, had she known that the Products contained (or risked containing) any amount of heavy metals like  
20 arsenic, much less the alarmingly high levels found in the Products.

21 75. Plaintiff would not have purchased the Products had she known that the Products contained  
22 (or risked containing) significant levels of heavy metals like arsenic.

23 76. Plaintiff would not have purchased the Products, or at minimum would have paid less for  
24 them, had she known that the Products could increase the negative health risks associated with heavy  
25 metals consumption if consumed regularly.

26  
27  
28 <sup>29</sup> Other Smart Sweet flavor varieties purchased by Plaintiff Huffman include Sweet Chews, Sourmelon Bites, Sour Blast Buddies Pink Lemonade, Sour Blast Buddies, and Peach Rings.

1 77. The Products were not, in fact, truthfully advertised. Each Product Plaintiff purchased was  
2 worth less than the purchase price because it either contained or risked containing detectable, significant,  
3 and/or dangerous levels of heavy metals.

4 78. Accordingly, Plaintiff was injured in fact and lost money as a result of Defendant’s  
5 deceptive and unfair conduct.

6 79. Plaintiff continues to be interested in purchasing healthier alternatives to high sugar candy,  
7 but will be unable to trust and rely on Defendant’s packaging, and so will not purchase Defendant’s  
8 Products. Plaintiff would be willing to purchase the Products again with the assurance that Defendant  
9 does not omit the presence of heavy metals on labeling, and that the Products do not contain or risk  
10 containing detectible or significant levels of heavy metals.

11 **V. CLASS ACTION ALLEGATIONS**

12 80. Plaintiff brings this action on behalf of herself and all persons similarly situated pursuant  
13 to California Civil Procedure Code section 382, and seeks certification of the following class and  
14 subclasses:

15 **Nationwide Class:**

16 All persons in the United States who purchased one or more Products during the Class Period.

17 **California Class:**

18 All persons in California who purchased one or more Products during the Class Period.

19 **Multi-State Consumer Protection Class:**

20 All persons in any state with consumer fraud laws similar to California<sup>30</sup> who purchased one or  
21 more Products during the Class Period.

22 <sup>30</sup> While discovery may alter the following, Plaintiffs assert that states with similar consumer fraud  
23 laws under the facts of this case include: Alaska (AS §§ 45.50.471, *et seq.*), Arkansas (Ark. Code §§ 4-  
24 88-101, *et seq.*), California (Cal. Bus. & Prof. Code §§ 17200, *et seq.*), Connecticut (Conn. Gen. Stat. §§  
25 42-110, *et seq.*), Delaware (Del. Code tit. 6, §§ 2511, *et seq.*), District of Columbia (D.C. Code §§ 28-  
26 3901, *et seq.*), Florida (Fla. Stat. §§ 501.201, *et seq.*), Hawaii (Haw. Rev. Stat. §§ 480-1, *et seq.*), Illinois  
27 (815 ICLS §§ 501/1, *et seq.*), Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq.*), Michigan (Mich. Comp.  
28 Law §§ 445.901, *et seq.*), Minnesota (Minn. Stat. §§ 325F.67, *et seq.*), Missouri (Mo. Rev. Stat. §§  
407.010, *et seq.*), New Jersey (N.J. Stat. §§ 56:8-1, *et seq.*), New York (N.Y. Gen. Bus. Law. §§ 349, *et*  
*seq.* and §§ 350, *et seq.*), Rhode Island (R.I. Gen. Laws §§ 6-13.1-1, *et seq.*), Vermont (Vt. Stat. tit. 9, §§  
2451, *et seq.*), Washington (Wash. Rev. Code §§ 19.86.010, *et seq.*), and Wisconsin (Wis. Stat. §§ 100.18,  
*et seq.*). *See Langan v. Johnson & Johnson Consumer Companies, Inc.*, 897 F.3d 88, 96 (2d Cir. 2018);

1  
2 81. The Nationwide Class and subclasses are referred to as the “Class.” Excluded from the  
3 Class are the Defendant, the officers and directors of the Defendant, members of their immediate families  
4 and their legal representatives, heirs, successors or assigns and any entity in which either Defendant has  
5 or had a controlling interest, and the presiding Judge in this lawsuit, as well as the Judge’s staff and their  
6 immediate family members. Also excluded from the Class are persons who purchased the Products for  
7 purposes of resale.

8 82. The “Class Period” is the time period beginning on the date established by the Court’s  
9 determination of any applicable statute of limitations, after consideration of any tolling, discovery,  
10 concealment, and accrual issues, and ending on the date the class is certified.<sup>31</sup>

11 83. Plaintiff reserves the right to expand, limit, modify, or amend the class definition stated  
12 above, including the addition of one or more subclasses, in connection with a motion for class  
13 certification, or at any other time, based upon, among other things, changing circumstances, or new facts  
14 obtained during discovery. This includes subclasses based on individual products and sales channels.

15 84. **Numerosity.** The Class is so numerous that joinder of all members in one action is  
16 impracticable. The exact number and identities of the members of the Class is unknown to Plaintiffs at  
17 this time and can only be ascertained through appropriate discovery, but on information and belief,  
18 Plaintiff alleges there are in excess of 5,000 members of the Class.

19 85. **Typicality.** Plaintiff’s claims are typical of those of other members of the Class, all of  
20 whom have suffered similar harm due to Defendant’s course of conduct as described herein.

21 86. **Adequacy of Representation.** Plaintiff is an adequate representative of the Class and will  
22 fairly and adequately protect the interests of the Class. Plaintiff has retained attorneys who are experienced  
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*Mancuso v. RFA Brands, LLC*, 454 F. Supp. 3d 197, 201, 204 (W.D.N.Y. 2020); *see also Benson v. Newell*  
26 *Brands, Inc.*, No. 19 C 6836, 2021 WL 5321510, \*9-10 (N.D. Ill. Nov. 16, 2021) (certifying a similar  
multi-state consumer protection class).

27  
28 <sup>31</sup> The Class Period begins at minimum 4 years from the date of filing of this action, but based on  
tolling, may extend beyond that date.

1 in the handling of complex litigation and class actions, and Plaintiff and counsel intend to diligently  
2 prosecute this action.

3       87. **Existence and Predominance of Common Questions of Law or Fact.** Common  
4 questions of law and fact exist as to all members of the Class that predominate over any questions affecting  
5 only individual members of the Class. These common legal and factual questions, which do not vary  
6 among members of the Class, and which may be determined without reference to the individual  
7 circumstances of any member of the Class, include, but are not limited to, the following:

- 8       a. Whether the Defendant manufactured, distributed, advertised, marketed, and/or sold the  
9       Products.
- 10       b. Whether the Products contain or risk containing detectable and significant levels of heavy  
11       metals like arsenic.
- 12       c. Whether the Products contain or risk containing unsafe levels of heavy metals like  
13       arsenic.
- 14       d. Whether Defendant knew or should have known the Products contained or risked  
15       containing significant or unsafe levels of heavy metals like arsenic.
- 16       e. Whether a reasonable consumer would consider the presence of the heavy metals described  
17       herein to be material.
- 18       f. Whether Defendant misrepresented the Products to be of a particular standard or quality.
- 19       g. Whether Defendant intended not to sell, manufacture, or distribute the Products as  
20       advertised and labeled.
- 21       h. Whether the marketing, advertising, packaging, labeling, and other promotional materials  
22       for the Products are deceptive.
- 23       i. Whether Defendant breached implied warranties under the Song-Beverly Consumer  
24       Warranty Act, Cal. Civ. Code §§ 1790, et seq. (“Song-Beverly Act”).
- 25       j. Whether Defendant engaged in “unlawful,” “unfair,” or “fraudulent” business acts or  
26       practices in violation of the California Unfair Competition Law under Business &  
27       Professions Code § 17200, et seq.
- 28

- 1 k. Whether Defendant engaged in unfair or deceptive business practices in violation of the
- 2 California Consumers Legal Remedies Act, Business & Professions Code § 1750, et seq.
- 3 l. Whether Defendant was unjustly enriched as a result of the unlawful conduct alleged
- 4 herein such that it would be inequitable for Defendant to retain the benefits conferred upon
- 5 it by Plaintiff and the Class.
- 6 m. Whether Defendant intentionally or recklessly omitted and/or failed to disclose that the
- 7 Products contain or risk containing the significant and unsafe heavy metals described
- 8 herein.
- 9 n. Whether Defendant concealed that Products contain or risk containing the significant and
- 10 unsafe levels of heavy metals described herein.
- 11 o. Whether Plaintiff and the Class are entitled to damages, restitution, and disgorgement from
- 12 Defendant.
- 13 p. Whether injunctive relief is appropriate and necessary to enjoin Defendant from
- 14 continuing to supply the Products as manufactured and advertised.

15 88. **Superiority.** A class action is superior to other available methods for the fair and efficient  
16 adjudication of this controversy because individual litigation of the claims of all members of the Class is  
17 impracticable. Requiring each individual class member to file an individual lawsuit would unreasonably  
18 consume the amounts that may be recovered. Even if every member of the Class could afford individual  
19 litigation, the adjudication of at least tens of thousands of identical claims would be unduly burdensome  
20 to the courts. Individualized litigation would also present the potential for varying, inconsistent, or  
21 contradictory judgments and would magnify the delay and expense to all parties and to the court system  
22 resulting from multiple trials of the same factual issues. By contrast, the conduct of this action as a class  
23 action, with respect to some or all of the issues presented herein, presents no management difficulties,  
24 conserves the resources of the parties and of the court system, and protects the rights of the members of  
25 the Class. Plaintiff anticipates no difficulty in the management of this action as a class action. The  
26 prosecution of separate actions by individual members of the Class may create a risk of adjudications  
27 with respect to them that would, as a practical matter, be dispositive of the interests of the other members  
28

1 of the Class who are not parties to such adjudications, or that would substantially impair or impede the  
2 ability of such non-party Class members to protect their interests.

3 89. **Substantial Similarity.** On information and belief, the Products at issue in the action are  
4 substantially similar in all material respects. Namely, the Products consist of the same or similar  
5 ingredients and source materials, contain or risk containing the same or similar levels of heavy metals,  
6 are manufactured using the same or similar raw inputs, and are produced using the same or similar  
7 manufacturing processes. Additionally, the Products' labeling and advertising all misrepresent the  
8 Products as free of harmful ingredients like heavy metals, free of significant levels of heavy metals, and  
9 safe for ordinary and regular use, and fail to disclose that the Products contain (or risk containing)  
10 significant and unsafe levels of heavy metals contrary to advertising. The Products are also all sold,  
11 manufactured, distributed or otherwise supplied by Defendant.

12 **VI. TOLLING OF THE STATUTE OF LIMITATIONS AND DELAYED DISCOVERY**

13 90. All applicable statutes of limitations have been tolled by the delayed discovery doctrine.  
14 Plaintiff and Class Members could not have reasonably discovered Defendant's practice of introducing  
15 Products latent with heavy metals at significant and unsafe levels into the marketplace, at any time prior  
16 to commencing this class action litigation.

17 91. A reasonable consumer purchasing Defendant's Products would simply believe that the  
18 Products are free of detectable, significant, and unsafe levels of heavy metals linked to negative health  
19 conditions. Nothing in Defendant's marketing or advertising of the Products would lead a reasonable  
20 consumer to suspect the existence or potential existence of carcinogenic or toxic heavy metals, let alone  
21 at significant and dangerous levels.

22 92. No reasonable consumer could have independently discovered that Defendant's Products  
23 are latent with toxins, including at dangerous levels. Like Plaintiff, the reasonable consumer does not  
24 have access to sophisticated scientific resources, nor is the reasonable consumer trained to test the  
25 Products for toxins and evaluate their comparative safety. Relying on Defendant's representations of the  
26 quality and characteristics of the Products as safe for ordinary use, Plaintiff nor any reasonable consumer  
27 knew such scientific testing was needed.  
28

1 93. Plaintiff did not learn of the presence or potential presence of heavy metals in the Products  
2 as alleged herein until shortly before commencing this action.

3 94. As a result, any and all applicable statutes of limitations otherwise applicable to the  
4 allegations herein have been tolled.

5 **FIRST CAUSE OF ACTION**

6 **VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW (UCL)**

7 **(Cal. Bus. & Prof. Code §§ 17200, et seq.)**

8 **(On Behalf of the California Class)**

9 95. Plaintiff restates the preceding allegations as if set forth herein.

10 96. For purposes of this claim, the “Class” refers to the California Class.

11 97. California Business and Professions Code section 17200 et seq., known as the California  
12 Unfair Competition Law (“UCL”), prohibits acts of “unfair competition,” including any “unfair or  
13 fraudulent business act or practice” as well as “unfair, deceptive, untrue or misleading advertising.”

14 ***Fraudulent***

15 98. Under the UCL, a business act or practice is “fraudulent” if it actually deceives or is likely  
16 to deceive members of the consuming public.

17 99. Reasonable consumers are likely to be deceived by Defendant’s conduct as alleged above.

18 100. As detailed above, the representations on labeling and in advertising lead reasonable  
19 consumers to believe that the Products (1) did not contain or risk containing toxins like heavy metals in  
20 any amount, (2) did not contain or risk containing toxins like heavy metals in significant or potentially  
21 dangerous amounts, and (3) could not increase the negative health risks associated with heavy metals  
22 consumption if consumed regularly.

23 101. In truth, the Products contain or risk containing detectable and significant levels of heavy  
24 metals. Additionally, the Products are dangerous because they contain or risk containing unsafe levels of  
25 heavy metals and therefore are of an inferior quality and trustworthiness and do not contain the qualities  
26 and characteristics as represented.  
27  
28

1 102. A significant portion of the general consuming public or of targeted consumers, acting  
2 reasonably under the circumstances, would be misled by Defendant's representations and omissions of  
3 the Products' qualities and characteristics.

4 103. Given Defendant's advertising, reasonable consumers do not expect Defendant would  
5 encourage exposure to high levels of heavy metals like arsenic through a product intended to be consumed  
6 repeatedly, including for adults and children. Heavy metals provide no benefits and should be avoided.

7 104. Reasonable consumers consider the presence of heavy metals a material fact when  
8 choosing healthier snack alternatives.

9 105. Defendant also omitted and failed to disclose material information that is contrary to  
10 Defendant's affirmative representations. Specifically, Defendant failed to disclose that the Products  
11 contain or risk containing detectable and significant levels of heavy metals. Defendant could have and  
12 should have prominently disclosed the omitted information on labeling and point-of-sale advertising. Had  
13 Defendant disclosed the omitted information, Plaintiff and reasonable consumers would have been aware  
14 of it.

15 106. As such, Defendant's deceptive acts are likely to mislead consumers acting reasonably  
16 under the circumstances. Defendant is aware of the raw inputs used to manufacture the Products and  
17 therefore is aware of the overall quality and characteristics of its products. Yet, Defendant represents to  
18 consumers that the Products have qualities or characteristics they do not and/or makes material omissions  
19 to induce consumer purchase.

20 107. Absent Defendant's misrepresentations, Plaintiff and the Class would not have purchased  
21 the Products they purchased from Defendant, or, at minimum, they would not have paid as much for the  
22 Products as they ultimately did. Plaintiff and the Class's reliance was a substantial factor in causing them  
23 harm.

24 108. Plaintiff and the Class would not have purchased the Products, or at minimum would have  
25 paid less for them, had they known that the Products contained (or risked containing) any amount of heavy  
26 metals like arsenic.

27  
28

1 109. Plaintiff and the Class would not have purchased the Products, or at minimum would have  
2 paid less for them, had they known that the Products contained (or risked containing) significant or unsafe  
3 levels of heavy metals like arsenic.

4 110. Had the omitted information been disclosed, Plaintiff and the Class would have been aware  
5 of it and reasonably would have behaved differently. Among other things, they would not have purchased  
6 the Products they purchased from Defendant, or, at minimum, would not have paid as much for the items  
7 as they did.

8 111. As a result of Defendant's fraudulent business acts and practices, Defendant has and  
9 continues to fraudulently obtain money from Plaintiff and members of the Class.

10 ***Unfairness***

11 112. Under the UCL, a business act or practice is "unfair" if its conduct is substantially injurious  
12 to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous, as the  
13 benefits for committing such acts or practices are outweighed by the gravity of the harm to the alleged  
14 victims.

15 113. Defendant's conduct was and continues to be of no benefit to reasonable consumers. It is  
16 misleading, unfair, unlawful, and is injurious to consumers. It is also against public policy, as it harms fair  
17 competition. For example, the federal Lanham Act includes prohibitions on "commercial advertising or  
18 promotion" that "misrepresents the nature, characteristics, qualities, or geographic origin of his or her or  
19 another person's goods, services, or commercial activities." 41 U.S.C. § 1125(a). Defendant is siphoning  
20 sales away from sellers, manufacturers, and distributors who compete fairly and do not materially  
21 misrepresent their Products to consumers. Further, there is no benefit to consumers who pay for  
22 Defendant's Products containing (or risk containing) detectible and significant levels of heavy metals  
23 when the Products are advertised to the contrary.

24 114. The harm to Plaintiff and members of the Class outweighs the utility of Defendant's  
25 practices. There were reasonably available alternatives to further Defendant's legitimate business  
26 interests, other than the unfair conduct described herein. Indeed, Defendant could have removed the heavy  
27 metals from the Products during the manufacturing process, or could have used different raw materials.  
28

1 115. As a result of Defendant’s unfair business acts and practices, Defendant has and continues  
2 to unfairly obtain money from Plaintiff and members of the proposed Class.

3 ***Unlawful***

4 116. A cause of action may be brought under the “unlawful” prong of the UCL if a practice  
5 violates another law. Such action borrows violations of other laws and treats these violations as unlawful  
6 practices independently actionable under the UCL.

7 117. By injecting into the stream of commerce Products containing or at risk of containing  
8 heavy metals, and making material misrepresentations about the Products, as alleged above, Defendant  
9 engaged in unlawful business acts and practices in violation of the UCL and predicate state laws. As  
10 described herein, Defendant violated (1) the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 et  
11 seq.; (2) the False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 et seq., and (3) Cal. Health & Safety  
12 Code § 110100(a) and Cal. Health & Safety Code § 110105.

13 118. Plaintiff, individually and on behalf of the Class, seeks restitution and restitutionary  
14 disgorgement of all moneys received by Defendant through the conduct described above.

15 119. Plaintiff, individually and on behalf of the Class, seeks an injunction from this Court  
16 prohibiting Defendant from engaging in the patterns and practices described herein, including putting a  
17 stop to the misleading representations about the Products and the sale, manufacturing, or distribution of  
18 the Products containing or at risk of containing the levels of heavy metals alleged in this Complaint.  
19 Plaintiff and Class Members are entitled to injunctive relief. On information and belief, the dissemination  
20 of Defendant’s Products are ongoing.

21 **SECOND CAUSE OF ACTION**

22 **VIOLATION OF THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT (CLRA)**

23 **(Cal. Civ. Code §§ 1750, et seq.)**

24 **(On Behalf of the California Class)**

25 120. Plaintiff restates the preceding allegations as if set forth herein.

26 121. For purposes of this claim, the “Class” refers to the California Class.

27 122. The CLRA prohibits deceptive practices concerning the conduct of a business that provides  
28 goods, property, or services primarily for personal, family, or household purposes.

1 123. Plaintiff and California Class Members are “consumers” as defined by Civil Code §  
2 1761(d).

3 124. Defendant is a “person” as defined by Civil Code § 1761(c).

4 125. The Products qualify as “goods” as defined by Civil Code § 1761(a).

5 126. Plaintiff and the Class Members’ purchase of the Products are “transactions” as defined by  
6 Civil Code § 1761(e).

7 127. The CLRA deems the following “unfair methods of competition and unfair or deceptive  
8 acts or practices listed in this subdivision undertaken by any person in a transaction intended to result or  
9 that results in the sale or lease of goods or services to any consumer” as unlawful.

10 (a) “Representing that goods or services have sponsorship, approval, characteristics,  
11 ingredients, uses, benefits, or quantities that they do not have.” Civil Code §  
12 1770(a)(5);

13 (b) “Representing that goods ... are of a particular standard, quality, or grade,  
14 or that goods are of a particular style or model, if they are of another.” Civil Code  
15 § 1770(a)(7);

16 (c) “Advertising goods or services with intent not to sell them as advertised.”  
17 Civil Code § 1770(a)(9); and

18 (d) “Representing that the subject of a transaction has been supplied in  
19 accordance with a previous representation when it has not.” Civil Code §  
20 1770(a)(16).

21 128. Defendant engaged in unfair competition or unfair or deceptive acts or practices in  
22 violation of Civil Code §§ 1770(a)(5), (a)(7), (a)(9) and (a)(16) when it represented, through its  
23 advertising and other express representations, that the Products had characteristics that they did not  
24 actually have and were of a quality that they are not.

25 129. As detailed above, the representations on labeling and in advertising lead reasonable  
26 consumers to believe the Products (1) did not contain or risk containing toxins like heavy metals in any  
27 amount, (2) did not contain or risk containing toxins like heavy metals in significant or potentially  
28

1 dangerous amounts, and (3) could not increase the negative health risks associated with heavy metals  
2 consumption if consumed regularly.

3 130. In truth, the Products contain or risk containing detectable and significant levels of heavy  
4 metals. Additionally, the Products are dangerous because they contain or risk containing unsafe levels of  
5 heavy metals and therefore are of an inferior quality and trustworthiness and do not contain the qualities  
6 and characteristics as represented.

7 131. A significant portion of the general consuming public or of targeted consumers, acting  
8 reasonably under the circumstances, would be misled by Defendant's representations and omissions of  
9 the Products' qualities and characteristics.

10 132. Given Defendant's advertising, reasonable consumers do not expect Defendant would  
11 encourage exposure to high levels of heavy metals like arsenic through a product intended to be consumed  
12 repeatedly, including for adults and children. Heavy metals provide no benefits and should be avoided.

13 133. Reasonable consumers consider the presence of heavy metals a material fact when  
14 choosing healthier snack alternatives.

15 134. Defendant also omitted and failed to disclose material information that is contrary to  
16 Defendant's affirmative representations. Specifically, Defendant failed to disclose that the Products  
17 contain or risk containing detectable and significant levels of heavy metals. Defendant could have and  
18 should have prominently disclosed the omitted information on labeling and point-of-sale advertising. Had  
19 Defendant disclosed the omitted information, Plaintiff and reasonable consumers would have been aware  
20 of it.

21 135. As such, Defendant's deceptive acts are likely to mislead consumers acting reasonably  
22 under the circumstances. Defendant is aware of the raw inputs used to manufacture the Products and  
23 therefore is aware of the overall quality and characteristics of its products. Yet, Defendant represents to  
24 consumers that the Products have qualities or characteristics they do not and/or makes material omissions  
25 to induce consumer purchase.

26 136. Absent Defendant's misrepresentations, Plaintiff and the Class would not have purchased  
27 the Products they purchased from Defendant, or, at minimum, they would not have paid as much for the  
28

1 Products as they ultimately did. Plaintiff and the Class's reliance was a substantial factor in causing them  
2 harm.

3 137. Plaintiff and the Class would not have purchased the Products, or at minimum would have  
4 paid less for them, had they known that the Products contained (or risked containing) any amount of heavy  
5 metals like arsenic.

6 138. Plaintiff and the Class would not have purchased the Products, or at minimum would have  
7 paid less for them, had they known that the Products contained (or risked containing) significant or unsafe  
8 levels of heavy metals like arsenic.

9 139. Had the omitted information been disclosed, Plaintiff and the Class would have been aware  
10 of it and reasonably would have behaved differently. Among other things, they would not have purchased  
11 the Products they purchased from Defendant, or, at minimum, would not have paid as much for the items  
12 as they did.

13 140. As a result of Defendant's fraudulent business acts and practices, Defendant has and  
14 continues to fraudulently obtain money from Plaintiff and members of the Class.

15 141. Plaintiff, through counsel, is providing notice to Defendant pursuant to Cal. Civ. Code §  
16 1782(a) via certified mail. Because the 30-day period has not expired, at this time Plaintiff only seeks  
17 injunctive relief under the CLRA.

18 **THIRD CAUSE OF ACTION**

19 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

20 **(Cal. Civ. Code § 1790, *et seq.*)**

21 **(On Behalf of the California Class)**

22 142. Plaintiff restates the preceding allegations as if set forth herein.

23 143. For purposes of this claim, the "Class" refers to the California Class.

24 144. Under Cal. Commercial Code § 2314, every sale of consumer goods in the State of  
25 California is accompanied by both a manufacturer's and retailer seller's implied warranty that the goods  
26 are merchantable.

27 145. Defendant impliedly warranted to buyers that the Products were merchantable and thus  
28 conformed to the promises or affirmation of fact made on the container or label.

1 146. Defendant breached these implied warranties as described above. Specifically, as  
2 explained above, the Products are represented as free from significant levels of toxins and contaminants  
3 like heavy metals, and did not contain or risk containing heavy metals in any amount, let alone in excess  
4 of thresholds deemed significant and/or unsafe.

5 147. The Products were defective at the time of sale. The issue as described in this Complaint  
6 was latent in the Products and not discoverable at the time of sale.

7 148. As a direct and proximate cause of Defendant’s breach of the implied warranty of  
8 merchantability, Plaintiff and Class Members have been injured and harmed because they would not have  
9 purchased the Products (or at minimum would have paid much less) if they knew the truth, namely, that  
10 the Products were not as labeled.

11 149. Plaintiff and the Class seek compensatory damages, attorney’s fees, costs, and any other  
12 just and proper relief available under law.

13 **FOURTH CAUSE OF ACTION**

14 **VIOLATION OF STATE CONSUMER PROTECTION STATUTES**

15 **(On Behalf of the Multi-State Consumer Protection Class)**

16 150. Plaintiff restates the preceding allegations as if set forth herein.

17 151. For purposes of this claim “Class” refers to the Multi-State Consumer Protection Class.

18 152. As detailed above, the representations on labeling and in advertising lead reasonable  
19 consumers to believe the Products (1) did not contain or risk containing toxins like heavy metals in any  
20 amount, (2) did not contain or risk containing toxins like heavy metals in significant or potentially  
21 dangerous amounts, and (3) could not increase the negative health risks associated with heavy metals  
22 consumption if consumed regularly.

23 153. In truth, the Products contain or risk containing detectable and significant levels of heavy  
24 metals. Additionally, the Products are dangerous because they contain or risk containing unsafe levels of  
25 heavy metals and therefore are of an inferior quality and trustworthiness and do not contain the qualities  
26 and characteristics as represented.  
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1 154. A significant portion of the general consuming public or of targeted consumers, acting  
2 reasonably under the circumstances, would be misled by Defendant's representations and omissions of  
3 the Products' qualities and characteristics.

4 155. Given Defendant's advertising, reasonable consumers do not expect Defendant would  
5 encourage exposure to high levels of heavy metals like arsenic through a product intended to be consumed  
6 repeatedly, including for adults and children. Heavy metals provide no benefits and should be avoided.

7 156. Reasonable consumers consider the presence of heavy metals a material fact when  
8 choosing healthier snack alternatives.

9 157. Defendant also omitted and failed to disclose material information that is contrary to  
10 Defendant's affirmative representations. Specifically, Defendant failed to disclose that the Products  
11 contain or risk containing detectable and significant levels of heavy metals. Defendant could have and  
12 should have prominently disclosed the omitted information on labeling and point-of-sale advertising. Had  
13 Defendant disclosed the omitted information, Plaintiff and reasonable consumers would have been aware  
14 of it.

15 158. As such, Defendant's deceptive acts are likely to mislead consumers acting reasonably  
16 under the circumstances. Defendant is aware of the raw inputs used to manufacture the Products and  
17 therefore is aware of the overall quality and characteristics of its products. Yet, Defendant represents to  
18 consumers that the Products have qualities or characteristics they do not and/or makes material omissions  
19 to induce consumer purchase.

20 159. Absent Defendant's misrepresentations, Plaintiff and the Class would not have purchased  
21 the Products they purchased from Defendant, or, at minimum, they would not have paid as much for the  
22 Products as they ultimately did. Plaintiff and the Class's reliance was a substantial factor in causing them  
23 harm.

24 160. Plaintiff and the Class would not have purchased the Products, or at minimum would have  
25 paid less for them, had they known that the Products contained (or risked containing) any amount of heavy  
26 metals like arsenic.

27  
28

1 161. Plaintiff and the Class would not have purchased the Products, or at minimum would have  
2 paid less for them, had they known that the Products contained (or risked containing) significant or unsafe  
3 levels of heavy metals like arsenic.

4 162. Had the omitted information been disclosed, Plaintiff and the Class would have been aware  
5 of it and reasonably would have behaved differently. Among other things, they would not have purchased  
6 the Products they purchased from Defendant, or, at minimum, would not have paid as much for the items  
7 as they did.

8 163. As a result of Defendant’s fraudulent business acts and practices, Defendant has and  
9 continues to fraudulently obtain money from Plaintiff and members of the Class.

10 **FIFTH CAUSE OF ACTION**

11 **UNJUST ENRICHMENT/QUASI-CONTRACT**

12 **(On Behalf of the Nationwide Class and alternatively the California Class)**

13 164. Plaintiff restates the preceding allegations as if set forth herein.

14 165. By its wrongful acts and omissions, Defendant was unjustly enriched at the expense of and  
15 to the detriment of Plaintiff and the Class and/or while Plaintiff and the Class were unjustly deprived.  
16 Defendant’s unlawful and deceptive misrepresentations induced Plaintiff and the Class to spend money  
17 they otherwise would not have spent, purchase items they otherwise would not have purchased, and/or  
18 spend more money for a product than they otherwise would have absent such unlawful practices.

19 166. Plaintiff and members of the Class also conferred a monetary benefit on Defendant in the  
20 form of Defendant’s profits generated by the deceptive misrepresentations and omissions. Defendant  
21 profited from making false representations and omissions of material fact.

22 167. On behalf of the Class, Plaintiff seeks restitution from Defendant and an order disgorging  
23 payments and profits obtained by Defendant from Plaintiff and the Class.

24 **SIXTH CAUSE OF ACTION**

25 **NEGLIGENT MISREPRESENTATION**

26 **(On Behalf of the Nationwide Class and alternatively the California Class)**

27 168. Plaintiff restates the preceding allegations as if set forth herein.  
28

1 169. For purposes of this claim “Class” refers to the Nationwide Class and alternatively the  
2 California Class.

3 170. This claim is pleaded in the alternative to Plaintiff’s remaining claims.

4 171. As detailed above, the representations on labeling and in advertising lead reasonable  
5 consumers to believe the Products (1) did not contain or risk containing toxins like heavy metals in any  
6 amount, (2) did not contain or risk containing toxins like heavy metals in significant or potentially  
7 dangerous amounts, and (3) could not increase the negative health risks associated with heavy metals  
8 consumption if consumed regularly.

9 172. In truth, the Products contain or risk containing detectable and significant levels of heavy  
10 metals. Additionally, the Products are dangerous because they contain or risk containing unsafe levels of  
11 heavy metals and therefore are of an inferior quality and trustworthiness and do not contain the qualities  
12 and characteristics as represented.

13 173. A significant portion of the general consuming public or of targeted consumers, acting  
14 reasonably under the circumstances, would be misled by Defendant’s representations of the Products’  
15 qualities and characteristics.

16 174. Given Defendant’s advertising, reasonable consumers do not expect Defendant would  
17 encourage exposure to high levels of heavy metals like arsenic through a product intended to be consumed  
18 repeatedly, including for adults and children. Heavy metals provide no benefits and should be avoided.

19 175. Reasonable consumers consider the presence of heavy metals a material fact when  
20 choosing healthier snack alternatives.

21 176. As such, Defendant’s deceptive acts are likely to mislead consumers acting reasonably  
22 under the circumstances. Defendant is aware of the raw inputs used to manufacture the Products and  
23 therefore is aware of the overall quality and characteristics of its products. Yet, Defendant represents to  
24 consumers that the Products have qualities or characteristics they do not.

25 177. Absent Defendant’s misrepresentations, Plaintiff and the Class would not have purchased  
26 the Products they purchased from Defendant, or, at minimum, they would not have paid as much for the  
27 Products as they ultimately did. Plaintiff and the Class’s reliance was a substantial factor in causing them  
28 harm.

1 178. Plaintiff and the Class would not have purchased the Products, or at minimum would have  
2 paid less for them, had they known that the Products contained (or risked containing) any amount of heavy  
3 metals like arsenic.

4 179. Plaintiff and the Class would not have purchased the Products, or at minimum would have  
5 paid less for them, had they known that the Products contained (or risked containing) significant or unsafe  
6 levels of heavy metals like arsenic.

7 180. As explained above, Defendant knew (or at minimum should have known) that its  
8 representations were false when made. Defendant had no good faith or reasonable basis to believe that its  
9 representations were true when made.

10 181. As a result of Defendant's misleading business acts and practices, Defendant has and  
11 continues to fraudulently obtain money from Plaintiff and members of the Class.

12 182. As a direct and proximate result of the above, Plaintiff and the Class have suffered  
13 damages in an amount to be proven at trial.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff, individually and on behalf of the proposed Class, respectfully prays for  
16 following relief:

- 17 a. Certification of this case as a class action on behalf of the proposed Class and any  
18 subclasses defined above, appointment of Plaintiff as Class representative, and  
19 appointment of counsel as Class counsel;
- 20 b. An award to Plaintiff and the proposed Class and subclasses of restitution and/or other  
21 equitable relief, including, without limitation, restitutionary disgorgement of all profits  
22 Defendant obtained from Plaintiff and the proposed Class as a result of its unlawful, unfair  
23 and fraudulent business practices described herein;
- 24 c. An injunction ordering Defendant to cease the manufacturing, distribution, and sale of the  
25 Products as complained of herein, and to correct its misrepresentations/omissions;
- 26 d. An award of all economic, monetary, actual, consequential, and compensatory damages  
27 caused by Defendant's conduct where available;
- 28 e. An award of nominal, punitive, and statutory damages where available;

- f. Reasonable expenses and attorneys' fees where available;
- g. Pre- and post-judgment interest, to the extent allowable; and
- h. For such further relief that the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff, individually and on behalf of the proposed Class, demands a trial by jury for all claims so triable.

Dated: February 18, 2026

Respectfully submitted,

/s/ Alexander E. Wolf  
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