

1 Paul D. Stevens (Cal. Bar. No. 207107)  
2 pstevens@stevenslc.com  
3 Lauren A. Bochurberg (Cal. Bar. No. 333629)  
4 lbochurberg@stevenslc.com  
5 STEVENS, LC  
6 1855 Industrial Street, Suite 518  
7 Los Angeles, California 90021  
8 Tel: (213) 270-1211  
9 Fax: (213) 270-1223

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
3/24/2026 3:02 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By M. Aguirre, Deputy Clerk

10 *Attorneys for Plaintiff and the Proposed Class*

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

13 VERONICA PANOSSIAN, individually and on  
14 behalf of all others similarly situated,

15 Plaintiffs,

16 v.

17 POST CONSUMER BRANDS, LLC and DOES  
18 1 through 10, inclusive,

19 Defendants.

Case No. **26STCV09672**

**CLASS ACTION COMPLAINT**

1. VIOLATION OF CALIFORNIA FALSE ADVERTISING LAW, BUSINESS AND PROFESSIONS CODE § 17500, et. seq.
2. VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW, BUSINESS AND PROFESSIONS CODE § 17200, et seq.
3. VIOLATION OF CALIFORNIA CONSUMERS LEGAL REMEDIES ACT, CIVIL CODE § 1750, et seq.

1 Plaintiff Veronica Panossian (“Plaintiff”), individually and on behalf of all other similarly  
2 situated purchasers (the “Class” and “Class Members”), brings this class action lawsuit against  
3 POST CONSUMER BRANDS, LLC dba Nature’s Recipe (“Defendant”), and alleges as follows:

4 **I. NATURE OF THE ACTION**

5 1. Plaintiff brings this consumer protection action against Defendant for its false,  
6 misleading, and deceptive marketing and sale of pet food products branded, labeled and advertised  
7 as “natural,” when in fact the Products contain numerous synthetic ingredients.

8 2. Throughout the Class Period, Defendant engaged in a uniform and pervasive  
9 marketing campaign designed to capitalize on consumers’ preference for natural products.  
10 Defendant prominently labeled its products as “natural dog food” and marketed them under the  
11 brand name “Nature’s Recipe,” while simultaneously employing green color schemes, nature-based  
12 imagery, and depictions of wholesome ingredients and outdoor environments. These representations  
13 were intended to—and did—communicate to reasonable consumers that the Products were  
14 composed exclusively of natural ingredients.

15 3. In reality, however, the Products contain multiple ingredients that are synthetic and  
16 otherwise inconsistent with how reasonable consumers understand the term “natural.” These  
17 ingredients are not readily identifiable by consumers, who lack specialized knowledge of chemistry  
18 or nutrition and instead reasonably rely on Defendant’s front-label representations.

19 4. Defendant’s marketing creates a clear and consistent net impression that the Products  
20 are entirely natural, an impression that is false and misleading. By making and reinforcing these  
21 representations, Defendant has induced consumers, including Plaintiff, to purchase the Products and  
22 to pay a price premium for what they believed were natural pet food products.

23 5. Plaintiff and other consumers would not have purchased the Products, or would have  
24 paid less for them, had they known the true nature of the Products’ ingredients. Defendant’s conduct  
25 has caused economic injury to Plaintiff and the proposed Class and has allowed Defendant to obtain  
26 an unfair competitive advantage in the marketplace.

27 6. Accordingly, Plaintiff brings this action on behalf of herself and all others similarly  
28 situated to seek relief under California’s Consumers Legal Remedies Act, Cal. Civ. Code § 1750,

1 et seq.; Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq.; and False Advertising  
2 Law, Cal. Bus. & Prof. Code § 17500, et seq.

3 7. The products at issue are the following products as identified by product name on the  
4 front label of each product:

- 5 (1) Nature's Recipe Freeze Dried Blend – Chicken, Barley & Brown Rice Recipe  
6 with Freeze Dried Chicken Bites
- 7 (2) Nature's Recipe Grain Free Salmon, Sweet Potato & Pumpkin Recipe
- 8 (3) Nature's Recipe Grain Free Chicken, Sweet Potato & Pumpkin Recipe
- 9 (4) Nature's Recipe Grain Free Lamb, Sweet Potato & Pumpkin Recipe
- 10 (5) Nature's Recipe Grain Free Puppy Chicken, Sweet Potato & Pumpkin Recipe
- 11 (6) Nature's Recipe Puppy Lamb & Rice Recipe
- 12 (7) Nature's Recipe Grain Free Small Breed Chicken, Sweet Potato & Pumpkin  
13 Recipe
- 14 (8) Nature's Recipe Grain Free Large Breed Chicken, Sweet Potato & Pumpkin  
15 Recipe
- 16 (9) Nature's Recipe Small Bites Chicken, Barley & Brown Rice Recipe
- 17 (10) Nature's Recipe Lamb, Barley & Brown Rice Recipe
- 18 (11) Nature's Recipe Chicken, Barley & Brown Rice Recipe
- 19 (12) Nature's Recipe Mature Lamb & Brown Rice Recipe
- 20 (13) Nature's Recipe Easy-to-Digest Chicken, Barley & Brown Rice Recipe
- 21 (14) Nature's Recipe Grain Free Beef, Sweet Potato & Pumpkin Recipe
- 22 (15) Nature's Recipe Grain Free Chicken Recipe in Savory Broth
- 23 (16) Nature's Recipe Grain Free Chicken & Venison Recipe in Savory Broth
- 24 (17) Nature's Recipe Grain Free Chicken & Duck Recipe in Savory Broth
- 25 (18) Nature's Recipe Grain Free Chicken & Beef Recipe in Savory Broth
- 26 (19) Nature's Recipe Grain Free Chicken & Turkey Recipe in Savory Broth
- 27 (20) Nature's Recipe Grain Free Chicken & Lamb Recipe in Savory Broth
- 28 (21) Nature's Recipe Chicken & Brown Rice Recipe

1 (22) Nature’s Recipe Chicken, Barley & Turkey Recipe in Savory Broth

2 (23) Nature’s Recipe Chicken, Wild Salmon & Brown Rice Recipe in Savory Broth  
3 (hereinafter referred to collectively as the “Products”).

4 8. The Products are offered for sale through various channels, including directly on the  
5 “Nature’s Recipe” brand’s website, and through third party retail outlets and internet websites.

6 **II. THE CHALLENGED MARKETING AND ADVERTISING**

7 **A. The Products and the “Natural” Marketing**

8 9. During the Class Period—defined herein as the four (4) years preceding the filing of  
9 this Complaint—Defendant, through an extensive, uniform, and nationwide marketing campaign,  
10 promoted the Nature’s Recipe brand and the Products as “natural.” This campaign included  
11 marketing materials created by Defendant and disseminated through third-party retailers and online  
12 platforms. Defendant’s marketing and advertising prominently featured the following statements  
13 and representations (collectively, the “Natural Claims”):

14 (1) “Nature’s Recipe”

15 (2) “Natural Ingredients”

16 (3) “Natural wet dog food recipe”

17 (4) “Inspired by nature”

18 (5) “Natural Dog Food with added Vitamins, Minerals and Nutrients”

19 (6) “Nature’s Recipe dog food includes natural ingredients with added vitamins,  
20 minerals and nutrients”

21 (7) “It’s simply a tasty, natural dog food with added vitamins, minerals, and  
22 nutrients.”

23 (8) “A natural recipe with added vitamins, minerals and nutrients”

24 (9) “... using wholesome, natural ingredients with added vitamins, minerals and  
25 nutrients.”

26 (hereafter collectively referred to as the “the Natural Claims”).

27  
28

1           10. In addition to these express claims, Defendant’s packaging and website prominently  
2 feature images of raw ingredients and imagery and design elements evocative of nature, including  
3 green color schemes, depictions of outdoor landscapes, and animals in natural settings (the “Green  
4 Branding Claims”).

5           11. The Natural Claims and the Green Branding Claims are collectively referred to herein  
6 as the “Challenged Representations” and are set forth additionally in Exhibit 1 attached hereto.

7           **B. The Products Contain Ingredients That Are Not Natural but Instead Synthetic**

8           12. Contrary to Challenged Representations, the Products contain multiple ingredients  
9 that are unnatural and synthetic. Each of the Products contain a combination of at least two of the  
10 following unnatural and synthetic ingredients:

- 11                   (1) Ascorbic Acid
- 12                   (2) Beta-Carotene
- 13                   (3) Biotin
- 14                   (4) Calcium Iodate
- 15                   (5) Calcium Sulfate
- 16                   (6) Choline Chloride
- 17                   (7) Copper Amino Acid Complex
- 18                   (8) Copper Proteinate
- 19                   (9) Copper Sulfate
- 20                   (10) d-Calcium Pantothenate
- 21                   (11) dl-Methionine
- 22                   (12) Ferrous Glycine Complex
- 23                   (13) Ferrous Sulfate (Iron)
- 24                   (14) Folic Acid
- 25                   (15) Iron Proteinate
- 26                   (16) L-Ascorbyl-2-Polyphosphate
- 27                   (17) L-Threonine
- 28                   (18) Lactic Acid

- 1 (19) Magnesium Sulfate
- 2 (20) Manganese Amino Acid Complex
- 3 (21) Manganese Proteinate
- 4 (22) Manganese Sulfate
- 5 (23) Manganese Sulfate Monohydrate
- 6 (24) Menadione Sodium Bisulfate Complex
- 7 (25) Niacin
- 8 (26) Nicotinic Acid
- 9 (27) Pantothenic Acid
- 10 (28) Potassium Iodide
- 11 (29) Pyridoxine Hydrochloride
- 12 (30) Reduced Iron
- 13 (31) Riboflavin
- 14 (32) Riboflavin Supplement
- 15 (33) Sodium Selenite
- 16 (34) Taurine
- 17 (35) Thiamine Mononitrate
- 18 (36) Tricalcium Phosphate
- 19 (37) Vitamin A Supplement
- 20 (38) Vitamin B12
- 21 (39) Vitamin B12 Supplement
- 22 (40) Vitamin D3 Supplement
- 23 (41) Vitamin E Supplement
- 24 (42) Zinc Amino Acid Complex
- 25 (43) Zinc Oxide
- 26 (44) Zinc Proteinate
- 27 (45) Zinc Sulfate
- 28 (Collectively referred to as the Synthetic Ingredients).

1           13. Accordingly, the Challenged Representations are false, misleading, and deceptive,  
2 and therefore unlawful.

3           **C. Reasonable Consumer Interpretation**

4           14. The Net Impression conveyed by Defendant’s marketing is clear and unambiguous:  
5 that the Products are composed exclusively of natural ingredients and do not contain synthetic  
6 substances (the “Net Impression of the Challenged Representations” or “Net Impression”).

7           15. Reasonable consumers lack specialized knowledge of chemistry or ingredient  
8 nomenclature and cannot be expected to understand whether ingredients such as d-Calcium  
9 Pantothenate, L-Ascorbyl-2-Polyphosphate, or Menadione Sodium Bisulfate Complex are  
10 synthetic.

11           16. The brand name “Nature’s Recipe,” as used prominently on the Products’ packaging  
12 and in marketing materials, communicates to reasonable consumers that the Products are derived  
13 from nature and formulated using natural ingredients. The brand name phrase “Nature’s Recipe” is  
14 not merely a brand identifier but an affirmative representation about the Products’ nature and  
15 composition. Reasonable consumers interpret this phrase to mean that the Products are made  
16 according to a “recipe” derived from nature—i.e., consisting of natural, non-synthetic ingredients.

17           17. The phrase “natural dog food” when used in connection with the Products, conveys  
18 to reasonable consumers that the Products are composed exclusively of ingredients derived from  
19 natural sources and are free from synthetic substances. Consumers understand this representation to  
20 mean that the Products do not contain ingredients that are synthetic.

21           18. Together, the use of the term “Natural Dog Food” and the brand name “Nature’s  
22 Recipe” create a consistent and reinforcing message that the Products are wholly natural. These  
23 representations, when presented alongside Defendant’s nature-based imagery, green color schemes,  
24 and depictions of outdoor environments and raw ingredients, conveys to reasonable consumers that  
25 the Products are composed exclusively of ingredients derived from nature and are free from  
26 synthetic, artificial, or chemically altered substances. The accompanying visual elements reinforce  
27 and amplify this message by signaling purity, natural sourcing, and minimal processing. Indeed,  
28 marketing research demonstrates that visual elements—including color and imagery—significantly

1 influence consumer perception and purchasing decisions.<sup>1</sup> Studies indicate that approximately 93  
2 percent of consumers focus on visual appearance when making purchasing decisions, and  
3 approximately 85 percent identify color as a primary influencing factor.<sup>2</sup> For many consumers, the  
4 color green and nature-based imagery signal naturalness and environmental purity.<sup>3</sup>

5 19. Therefore, a significant portion of the general consuming public, including targeted  
6 consumers, acting reasonably under the circumstances, understands Defendant's brand name  
7 "Nature's Recipe," together with use of the phrase "natural dog food" and use of green color  
8 schemes, nature-based imagery, depictions of outdoor environments, and images of raw ingredients  
9 (i.e. the Challenged Representations), to convey a clear and unified message that the Products are  
10 composed exclusively of natural ingredients and are free from synthetic substances.

11 20. Defendant's Challenged Representations are therefore likely to deceive a reasonable  
12 consumer.

13 **D. Materiality**

14 21. The Challenged Representations are material.

15 22. The Challenged Representations are material to reasonable consumers because claims  
16 regarding ingredient naturalness are important to a significant portion of purchasers of pet food  
17 products.

18 23. A significant portion of reasonable consumers actively seek out, and are willing to  
19 pay a premium for, pet food products marketed as "natural," due to the perceived health, safety, and  
20 quality benefits of feeding pets foods made exclusively with natural ingredients and avoiding  
21 exposure to synthetic, artificial, or highly processed substances. As a result, the chemical  
22 composition of the Products is a material factor in consumers' purchasing decisions.

23 24. Though its false, misleading, and deceptive packaging, labeling, and marketing,  
24 Defendant sought to capitalize on consumers' preference for natural pet food and thereby gained an  
25 unfair competitive advantage over other market participants.

27 <sup>1</sup> <https://brandminds.com/color-psychology-in-marketing-and-its-importance-in-driving-sales/>

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

<sup>3</sup> <https://www.verywellmind.com/color-psychology-green-2795817>

1           25. Defendant's marketing and advertising campaign enabled it to sell the Products to  
2 thousands of consumers throughout California. The Products are sold at prices ranging from  
3 approximately \$1.24 to \$49.98 per unit.

4           26. In reliance on the Challenged Representations, Plaintiff and other California  
5 consumers purchased Products they otherwise would not have purchased, or paid more for the  
6 Products than they otherwise would have paid. Had they known the true nature of the Products, they  
7 would not have purchased them or would have paid less.

8           27. As a result, result of Defendant's conduct, Plaintiff and other California consumers  
9 suffered economic injury, including paying a price premium and/or purchasing products they  
10 otherwise would not have purchased.

11           28. For the foregoing reasons, Defendant's Challenged Representations are false and  
12 misleading, and are likely to deceive reasonable consumers.

13           29. Accordingly, Defendant has engaged in conduct that violates California Business and  
14 Professions Code sections 17200 and 17500, as well as the Consumers Legal Remedies Act, Civil  
15 Code section 1750, et seq., including section 1770(a)(5) and (a)(7).

16                           **III. SUMMARY OF NOTICE OF VIOLATIONS OF LAW**

17           30. On September 16, 2025, Defendant was served by Plaintiff with written notices  
18 pursuant to Civil Code section 1750, et seq., which set forth Plaintiff's contentions. Plaintiff's letter  
19 was sent via certified mail with electronic return receipt to Defendant who acknowledged receipt.  
20 Defendant rejected Plaintiff's attempts to address the concerns stated herein and instead has allowed  
21 the Products to continue to be sold with full knowledge of the alleged claims.

22           31. Wherefore, unless and until enjoined by order of this Court, the false, misleading, and  
23 deceptive marketing and advertising of the Products by Defendant (i.e., the Challenged  
24 Representations) will continue and cause great and irreparable injury to Plaintiff, the Members of  
25 the Class, and other California consumers.

26           32. Therefore, Plaintiff brings this action challenging Defendant's claims relating to the  
27 Products on behalf of herself and all others similarly situated under Civil Code section 17500, et  
28

1 seq., Business and Professions Code sections 17200, et seq. and Civil Code section 1770,  
2 subdivisions (a)(5) and (a)(7).

3 33. Wherefore, Plaintiff seeks an order in equity compelling Defendant to discontinue the  
4 conduct alleged herein.

5 34. Plaintiff further seeks an order in equity compelling restitution of the monetary  
6 amounts by which Plaintiff and the Class did not receive the value of the Products they paid for and  
7 by which Defendant has been unjustly enriched.

8 35. Plaintiff further seeks actual and punitive damages, pre- and post-judgment interest,  
9 attorney's fees, and costs.

10 **IV. THE PARTIES**

11 **A. Defendant**

12 36. Defendant POST CONSUMER BRANDS, LLC dba Nature's Recipe is the owner  
13 and distributor of the Products and is the company that created and/or authorized the false,  
14 misleading, and deceptive advertisements and labeling for the Products alleged herein.

15 37. Plaintiff is further informed and believes and based thereon alleges that DOES 1  
16 through 10 were and/or are, in some manner or way, responsible for and liable to Plaintiff for the  
17 events, happenings, and damages hereinafter set forth below. The true names and capacities,  
18 whether individual, corporate, associate or otherwise of certain manufacturers, distributors, and/or  
19 their alter egos sued herein as DOES 1 through 10 inclusive are presently unknown to Plaintiff who  
20 therefore sue this Defendant by fictitious names. Plaintiff will seek leave of this Court to amend  
21 the Complaint to show their true names and capacities when the same have been ascertained.  
22 Plaintiff is informed and believes and based thereon alleges that DOES 1 through 10 were authorized  
23 to do and did business in Los Angeles, California.

24 **B. Plaintiff**

25 38. Plaintiff Veronica Panossian, and at all times relevant hereto was, a citizen of the state  
26 of California.

27 39. Plaintiff purchased the Nature's Recipe Grain Free Chicken, Sweet Potato & Pumpkin  
28 Recipe Adult Dry Dog Food.



1 44. This Court has subject-matter jurisdiction over this action because the claims arise  
2 under California law and no federal question is presented.

3 45. This Court has personal jurisdiction over Plaintiff because Plaintiff is a citizen of  
4 California and submits to the Court's jurisdiction.

5 46. This Court has personal jurisdiction over Defendant. Defendant POST CONSUMER  
6 BRANDS, LLC dba Nature's Recipe is a limited liability company formed in Minnesota. Defendant  
7 POST CONSUMER BRANDS, LLC dba Nature's Recipe is registered with the California Secretary  
8 of State. Defendant POST CONSUMER BRANDS, LLC dba Nature's Recipe is existing under the  
9 laws of the State of California. Defendant POST CONSUMER BRANDS, LLC dba Nature's Recipe  
10 conducts substantial, continuous, and systematic business within California and has substantial  
11 contacts with and receives substantial benefits and income from and through the State of California,  
12 and committed the wrongful acts alleged herein within the State of California.

13 47. By marketing, advertising, selling, and distributing the Products at issue to consumers  
14 throughout California, Defendant POST CONSUMER BRANDS, LLC dba Nature's Recipe  
15 purposefully availed itself of the privilege of conducting activities within California and invoked  
16 the benefits and protections of California law.

17 48. The injuries suffered by Plaintiff and the Class occurred in California, and arise out  
18 of Defendant POST CONSUMER BRANDS, LLC dba Nature's Recipe's contacts with California.  
19 Accordingly, the exercise of jurisdiction over Defendant POST CONSUMER BRANDS, LLC dba  
20 Nature's Recipe is proper and comports with traditional notions of fair play and substantial justice.

21 **VI. VENUE**

22 49. Venue is proper in this District because Defendant is doing business in Los Angeles  
23 County.

24 **VII. CLASS ALLEGATIONS**

25 50. Plaintiff brings this action on her own behalf and on behalf of all other persons  
26 similarly situated. The Class which Plaintiff seeks to represent comprises:  
27  
28

1 All natural persons who were citizens of the State of California at the time of  
2 purchase and who purchased the Products in the State of California while  
3 physically located in California or for delivery to a California address, during the  
four (4) years preceding the filing of this action through the present (Referred to  
herein as “the Class” or “Class Members”).

4 Said definition may be further defined or amended by additional pleadings, evidentiary  
5 hearings, a class certification hearing, and orders of this Court.

6 51. Numerosity: although the exact number of Class Members is uncertain and can only  
7 be ascertained through appropriate discovery, the number is great enough such that joinder is  
8 impracticable.

9 52. Adequacy: Plaintiff is an adequate representative of the Class because Plaintiff’s  
10 interests are the same as the Class in that Plaintiff and the Class Members were subjected to the  
11 same representations by Defendant as set forth herein; Plaintiff intends to prosecute this action  
12 vigorously and completely on behalf of herself and the Class Members; Plaintiff has retained  
13 competent counsel experienced in prosecuting class actions; and Plaintiff’s interests do not conflict  
14 with the interests of the Members of the Class. Based thereon, the interests of the Class Members  
15 will be fairly and adequately protected by Plaintiff and Plaintiff’s counsel.

16 53. Commonality and Predominance of Common Issues: Defendant has acted on grounds  
17 common and applicable to the entire Class and therefore, numerous questions of law and fact are  
18 common to Plaintiff and the Class Members that predominate over any question affecting only  
19 individual Class Members thereby making relief appropriate with respect to the Class as a whole.  
20 Common and predominate factual and legal issues include but are not limited to:

21 a. Common facts include but are not limited to:

22 i. The Products that were and are currently being manufactured, marketed,  
23 advertised and sold by Defendant over the proposed class period as set forth  
24 herein, each individually have the same composition of ingredients. Therefore,  
25 Plaintiff and the Class Members were exposed to the same Products during the  
26 class period.

1                   ii. Each of the Products are each respectively packaged and labeled the same over  
2                   the proposed class period. Therefore, Plaintiff and the Class Members were  
3                   exposed to the same packaging and labeling and packaging.

4                   iii. The Products manufactured, marketed, advertised, and sold by Defendant  
5                   during the Class Period, including the Product purchased by Plaintiff, are  
6                   substantially similar and bear the same challenged representations as alleged  
7                   herein.

8                   b. Common issues of law include but are not limited to:

9                   i. Whether the Challenged Representations by Defendant, as alleged herein,  
10                  were and are material to Plaintiff and the Class Members.

11                  ii. Whether the Challenged Representations by Defendant, as alleged herein,  
12                  were and are false, deceptive and/or misleading in violation of Business and  
13                  Professions Code sections 17200, et seq. and 17500, et seq. and California  
14                  Civil Code 1750, et. seq.

15                  54. Accordingly, the determination of Defendant’s liability under each of the causes of  
16                  action presents legal issues that are common to Plaintiff and the class as a whole.

17                  55. Typicality: Plaintiff’s claims are co-extensive with those of the Class Members as  
18                  Plaintiff and the Class Members’ injuries and claims arise from the same course of conduct by  
19                  Defendant as alleged herein.

20                  56. The Class is identifiable and ascertainable. Plaintiff has precisely defined the Class  
21                  based on objective criteria whereby Class Members would be able to know whether they are a  
22                  member of the prospective Class, specifically, “[A]ll natural persons who were citizens of the State  
23                  of California at the time of purchase and who purchased the Products in the State of California,  
24                  including purchases made while physically located in California or for delivery to a California  
25                  address, during the four (4) years preceding the filing of this action through the present.”

26                  57. Notice can be provided to such purchasers using techniques and a form of notice  
27                  customarily used in class actions, including direct notice by email to the Class Members from  
28

1 Defendant's and third-party retailers' records, internet publication, radio, newspapers, magazines,  
2 and other social media platforms such as YouTube, Instagram, TikTok, and Facebook.

3 58. Superiority: A class action is superior to other available methods for the fair and  
4 efficient adjudication of this controversy. Plaintiff and Class Members have all suffered and will  
5 continue to suffer harm and damages as a result of Defendant's unlawful and wrongful conduct.  
6 The expense and burden of individual litigation would make it impracticable and impossible for  
7 proposed Class Members to afford to seek legal redress for the wrongs complained of herein and  
8 prosecute their claims individually. Therefore, absent a class or representative action, the Class  
9 Members will continue to suffer losses and Defendant will be allowed to continue these violations  
10 of law and to retain the proceeds of its wrongdoing. Class treatment of common questions of law  
11 and fact would also be a superior method to multiple individual actions or piecemeal litigation in  
12 that class treatment will conserve the resources of the courts and the litigants and will promote  
13 consistency and efficiency of adjudication. Finally, trial on a representative and class basis would  
14 be manageable. Liability may be determined by facts and law common to the Class Representative  
15 and the Class Members and monetary damages or restitution may be determined by proven and  
16 approved methods on a class wide basis.

17 **VIII. CAUSES OF ACTION**

18 **FIRST CAUSE OF ACTION**

19 **VIOLATION OF BUSINESS & PROFESSIONS CODE SECTION 17500, et seq.**

20 **(False and Misleading Advertising)**

21 59. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs and  
22 incorporates the same as if set forth herein.

23 60. This cause of action is brought pursuant to Business and Professions Code section  
24 17500, et seq., on behalf of Plaintiff and the Class.

25 61. As alleged in the preceding paragraphs, the Challenged Representations detailed  
26 herein constitute unfair, unlawful, and fraudulent business practices within the meaning of Business  
27 and Professions Code section 17500, et seq.

28 62. Defendant intended the Challenged Representations as detailed herein.

1           63. Defendant publicly disseminated and advertised the Challenged Representations set  
2 forth herein which Defendant knew, or should have known in the exercise of reasonable care, was  
3 untrue or misleading via advertising mediums that include but are not limited to, the Products'  
4 labeling and website, as set forth herein.

5           64. The Challenged Representations were material to Plaintiff and the Members of the  
6 Class and played a substantial part, and were a substantial factor, in influencing Plaintiff's and other  
7 California consumers decisions to purchase the Products.

8           65. Plaintiff and the Members of the Class relied on Defendant's false, deceptive, and  
9 misleading representations and would not have purchased the Products if not for the false, deceptive,  
10 and misleading representations and marketing of the Challenged Representations by Defendant set  
11 forth herein.

12           66. Plaintiff and the Members of the Class have suffered injury in fact and have lost  
13 money or property as a result of Defendant's false, deceptive, and misleading representations and  
14 marketing of the Challenged Representations set forth herein.

15           67. The Products as purchased by Plaintiff and the Members of the Class were and are  
16 unsatisfactory and worth less than the amount paid for them.

17           68. All of Defendant's conduct alleged herein occurs and continues to occur in  
18 Defendant's business.

19           69. Wherefore, Plaintiff, the Members of the Class, and other California consumers have,  
20 among other things, no adequate remedy at law for the injuries that are currently being suffered and  
21 that will be suffered in the future in that, unless and until enjoined by order of this Court, the  
22 Challenged Representations will continue and cause great and irreparable injury to Plaintiff, the  
23 Members of the Class, and other California consumers.

24           70. Therefore, pursuant to Business and Professions Code section 17535, Plaintiff seeks  
25 an order in equity from this Court enjoining Defendant from engaging in the above-described  
26 wrongful acts and practices, including, but not limited to, an order enjoining Defendant from  
27 continuing to disseminate and/or including the Challenged Representations detailed herein in the  
28 marketing, advertising, website pages, packaging, and labeling of the Products.







1 97. The Products as purchased by the Plaintiff and the Class were and are unsatisfactory  
2 and worth less than the amounts paid for.

3 98. All of the conduct alleged herein occurs and continues to occur in Defendant's  
4 business.

5 99. All of the conduct alleged herein occurred and continues to occur in Defendant's  
6 business. Defendant's wrongful conduct is part of a pattern or generalized course of conduct  
7 repeated on thousands of occasions daily.

8 100. Wherefore, Plaintiff and the Members of the Class, and other California consumers  
9 have, among other things, no adequate remedy at law for the injuries that are currently being suffered  
10 and that will be suffered in the future in that, unless and until enjoined by order of this Court, the  
11 Challenged Representations by Defendant will continue and cause great and irreparable injury to  
12 Plaintiff, the Members of the Class, and other California consumers.

13 101. Therefore, pursuant to Business and Professions Code section 17203, Plaintiff seeks  
14 an order in equity from this Court enjoining Defendant from engaging in the above-described  
15 wrongful acts and practices, including, but not limited to, an order enjoining Defendant from  
16 continuing to disseminate and/or including the Challenged Representations detailed herein in the  
17 marketing, advertising, website pages, packaging, and labeling of the Products.

18 102. In addition, Plaintiff seeks an order awarding Plaintiff and the Members of the Class  
19 restitution of the monetary amounts by which Plaintiff and the Members of the Class did not receive  
20 the value of the Products they paid for, and by which Defendant was unjustly enriched.

21 **THIRD CAUSE OF ACTION**

22 **VIOLATION OF CALIFORNIA CIVIL CODE § 1750, et seq.**

23 **(Consumer Legal Remedies Act)**

24 103. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs and  
25 incorporates the same as if set forth herein.

26 104. This cause of action is brought pursuant to Civil Code section 1750, et seq., the  
27 Consumers Legal Remedies Act, on behalf of Plaintiff and a Class pursuant to Civil Code section  
28 1781 consisting of the Class defined above.

1 105. The Class consists of thousands of persons, the joinder of whom is impracticable.

2 106. There are questions of law and fact common to the Class, which questions are  
3 substantially similar and predominate over questions affecting the individual members, including  
4 but not limited to:

5 a. Common facts include but are not limited to:

6 i. The Products that were and are currently being manufactured, marketed,  
7 advertised and sold by Defendant over the proposed class period as set forth  
8 herein, each individually have the same composition of ingredients. Therefore,  
9 Plaintiff and the Class Members were exposed to the same Products during the  
10 class period.

11 ii. Each of the Products are each respectively packaged and labeled the same over  
12 the proposed class period. Therefore, Plaintiff and the Class Members were  
13 exposed to the same packaging and labeling and packaging.

14 iii. The Products manufactured, marketed, advertised, and sold by Defendant  
15 during the Class Period, including the Product purchased by Plaintiff, are  
16 substantially similar and bear the same challenged representations as alleged  
17 herein.

18 b. Common issues of law include but are not limited to:

19 i. Whether the Challenged Representations by Defendant, as alleged herein,  
20 were and are material to Plaintiff and the Class Members.

21 ii. Whether the Challenged Representations by Defendant, as alleged herein,  
22 were and are false, deceptive and/or misleading in violation of Business and  
23 Professions Code sections 17200, et seq. and 17500, et seq. and California  
24 Civil Code 1750, et. seq.

25 107. Accordingly, the determination of Defendant's liability under each of the causes of  
26 action presents legal issues that are common to Plaintiff and the class as a whole.

27 108. As set forth in detail herein, Defendant publicly disseminated the Challenged  
28 Representations.

1           109. The policies, acts, and practices described herein were intended to result in the sale of  
2 the Products to the consuming public and violated and continue to violate Civil Code section 1770,  
3 subdivision (a)(5) of the Act by making representations that the Products have characteristics and  
4 benefits which they do not have as represented, and violate Civil Code section 1770, subdivision  
5 (a)(7) by representing that the Products are of a particular standard, quality, grade and style when  
6 they are of another.

7           110. In doing so, Defendant intentionally misrepresented material facts.

8           111. Defendant's Challenged Representations about the Products led Plaintiff and the  
9 Members of the Class to believe that the Products have characteristics, ingredients, and benefits  
10 which they do not have and are of a particular standard, quality, grade, and style when they are of  
11 another.

12           112. Defendant knew that the Challenged Representations concerning the Products'  
13 purported attributes and qualities were false and/or misleading and material to the Plaintiff and the  
14 Class Members' purchase decisions.

15           113. Defendant's actions as described hereinabove were done with a conscious disregard  
16 of Plaintiff's, the Class Members' and other California consumers' rights.

17           114. Defendant's Challenged Representations were material to Plaintiff and the Class  
18 Members and played a substantial part, and were a substantial factor, in influencing Plaintiff's and  
19 the Class Members' decisions to purchase the Products.

20           115. Plaintiff and the Class Members relied on Defendant's Challenged Representations  
21 and would not have purchased the Products if not for the Challenged Representations by Defendant  
22 set forth herein.

23           116. Plaintiff and the Class Members have suffered injury in fact and have lost money or  
24 property as a result of Defendant's false, deceptive, and misleading Challenged Representations set  
25 forth herein.

26           117. The Products as purchased by Plaintiff and the Class Members were and are  
27 unsatisfactory and worth less than the amount paid for them.

28

1 118. On September 16, 2025, Defendant was served by Plaintiff with written pre lawsuit  
2 notice pursuant to Civil Code section 1750, et seq., which set forth Plaintiff's contentions.  
3 Plaintiff's letter was sent via certified mail with electronic return receipt to Defendant who  
4 acknowledged receipt. Defendant rejected Plaintiff's attempts to address the concerns stated herein  
5 and instead has allowed the Products to continue to be sold with full knowledge of the alleged  
6 claims.

7 119. All of Defendant's conduct alleged herein occurs and continues to occur in  
8 Defendant's business.

9 120. Wherefore, Plaintiff, the Members of the Class, and other California consumers have,  
10 among other things, no adequate remedy at law for the injuries that are currently being suffered and  
11 that will be suffered in the future in that, unless and until enjoined by order of this Court, the  
12 Challenged Representations by Defendant will continue and cause great and irreparable injury to  
13 Plaintiff, the Members of the Class and other California consumers.

14 121. Therefore, pursuant to Civil Code section 1780, subdivision (a)(2), Plaintiff seeks an  
15 order in equity from this Court enjoining Defendant from engaging in the above-described wrongful  
16 acts and practices, including, but not limited to, an order enjoining Defendant from continuing to  
17 disseminate and/or including the Challenged Representations detailed herein in the marketing,  
18 advertising, website pages, packaging, and labeling of the Products.

19 122. In addition, Plaintiff seeks an order awarding Plaintiff and the Class Members  
20 restitution of the monetary amounts by which Plaintiff and the Class Members did not receive the  
21 value of the Products they paid for and by which Defendant was unjustly enriched and/or damages.

22 **IX. PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, prays  
24 for judgment and relief on all Causes of Action as follows:

25 **FIRST AND SECOND CAUSES OF ACTION**

- 26 1. An order enjoining Defendant from pursuing the practices complained of herein;  
27 2. An order certifying that the action may be maintained as a Class Action;  
28 3. For an award of restitution in an amount according to proof at trial;

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

4. For an award of attorney fees pursuant to Civil Code section 1021.5.

**THIRD CAUSE OF ACTION**

1. An order enjoining Defendant from pursuing the practices complained of pursuant to Civil Code section 1780, subdivision (a)(2);
2. An order certifying that the action may be maintained as a Class Action pursuant to Civil Code section 1781;
3. For an award of restitution in an amount according to proof at trial pursuant to Civil Code section 1780, subdivision (a)(3);
4. For an award of damages.
5. For an award of punitive damages pursuant to Civil Code section 1780, subdivision (a)(4);
6. For an award of costs of this suit pursuant to Civil Code section 1780, subdivision (e);
7. For an award of attorney’s fees pursuant to Civil Code sections 1780, subdivision (e) and/or 1021.5.

**FURTHER RELIEF**

Plaintiff further seeks punitive damages pursuant to Civil Code section 3294, pre- and post-judgment interest and such other and further relief as the Court may deem appropriate.

**JURY TRIAL DEMANDED**

Plaintiff demands a jury trial on all triable issues.

DATED: March 24, 2026

**STEVENS, L.C.**



Paul D. Stevens  
Attorneys for Plaintiff and the Class