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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Julia Dilena, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

Waterboy, LLC.

Defendant.

Case No.

CLASS ACTION COMPLAINT

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

DEMAND FOR JURY TRIAL

1 Plaintiff Julia Dilena (“Plaintiff”) brings this action on behalf of herself and all others
2 similarly situated against Defendant Waterboy LLC (“Waterboy” or “Defendant”). Plaintiff makes
3 the following allegations pursuant to the investigation of her counsel and upon information and
4 belief, except as to allegations specifically pertaining to herself and her counsel, which are based
5 on personal knowledge.

6 **INTRODUCTION**

7 1. This class action aims to hold Defendant, Waterboy LLC, responsible for failing to
8 truthfully and accurately label and market its drink mixes.

9 2. Defendant manufactures, distributes, advertises and sells a line of drink mix
10 products (the “Products”¹).

11 3. Through the representations on the Products’ online listing that the Products are
12 “All Natural”, and representations on the Products themselves that they are “Naturally flavored” or
13 “Natural Flavor with Other Natural Flavor” (these representations together shall be known as the
14 “Misrepresentations”), Defendant conveys that the Products are free from artificial ingredients,
15 such as manufactured citric acid.

16 4. But Contrary to the Misrepresentations, the Products contain a number of artificial
17 ingredients, including manufactured citric acid.

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

21 **THE PARTIES**

22 6. Defendant Waterboy LLC is a Delaware company with its principal place of
23 business located at Austin, Texas. At all times during the class period, Defendant was the
24 manufacturer, distributor, marketer, and seller of the Products.

25 7. Plaintiff Dilena purchased Defendant’s Waterboy Weekend Recovery Sample Pack
26 from Amazon.com (the “Product”) while residing in Santa Barbara, California, in or around July

27 ¹ The Products include all Defendants’ drink mix lines: Waterboy Weekend Recovery, Waterboy
28 Workout Hydration, and Waterboy Daily Hydration

1 2024. Prior to purchasing the Product, Plaintiff saw and believed Defendant’s Misrepresentations,
2 including the “all natural” representation on the listing, which caused her to believe the Product
3 was made exclusively of natural ingredients, without artificial ingredients. When shopping for the
4 products, she specifically sought out products that were natural. When purchasing the Product,
5 Plaintiff did not expect Defendant’s representation in the listing, about it being all natural, to be
6 false. Plaintiff did not expect Defendant to publicly place deceptive statements about the product
7 on the front label of the product or its online listings.

8 8. Plaintiff saw and relied on the representations on the product listing. Plaintiff would
9 not have purchased the Product, or would have paid less for the Product, had she known that the
10 Product was not all natural, because the Product contained artificial ingredients such as
11 manufactured citric acid. As a result, Plaintiff suffered injury in fact when she spent money
12 purchasing the Product she would not have purchased, or would have paid less for, absent
13 Defendant’s misconduct.

14 9. Plaintiff desires to and would purchase Defendant’s Product again if the Products’
15 listings were accurate and if the Products truthfully were all natural. However, because of
16 Defendant’s ongoing misrepresentations, Plaintiff is unable to rely on the Products’ online listing
17 when deciding in the future whether to purchase the Products. Considering that the Defendant
18 continues to sell the Product for sale, she is at an imminent risk of future injury.

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

23 **JURISDICTION AND VENUE**

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

1 retail stores and Plaintiff is seeking to represent a nationwide class. Thus, there are over 100
2 members in the proposed class and the proposed class has different citizenships from Defendant.
3 Plaintiff seeks compensatory and statutory damages, disgorgement and restitution. Plaintiff also
4 seeks punitive damages and attorneys' fees and costs. *See Montera v. Premier Nutrition Corp.*, No.
5 16-CV-06980-RS, 2022 WL 10719057, at *3 (N.D. Cal. Oct. 18, 2022), *aff'd*, 111 F.4th 1018 (9th
6 Cir. 2024) (noting lodestar after jury trial in consumer protection action was \$6,806,031.96). Thus,
7 upon information and belief, aggregate sales of the Products during the Class Period exceed \$5
8 million.

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

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

22 **FACTUAL BACKGROUND**

23 **A. Market and Regulatory Background**

24 14. **Consumer Demand for Natural Products.** In recent years, consumers have poured
25 billions of dollars into the “natural” personal care market.² Consumers value natural, plant-based

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27 ² *See generally* Plant-Based Personal Care Products, Eternal Spiral Books (Nov. 24, 2018),
28 <https://eternalspiralbooks.com/plant-based-personal-care-products/> (last accessed October 19,

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

14 15. FTC Guidelines.

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

21 16. Definitions

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26 _____
27 2022).

28 ³ *Id.*

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

1 a. Dictionary: Natural. The Merriam-Webster standard dictionary defines “natural”
2 as “existing in or produced by nature: not artificial,” and “not having any extra
3 substances or chemicals added” not containing anything artificial.”⁵

4 b. Synthetic. “The term ‘synthetic’ means a substance that is formulated or
5 manufactured by a chemical process or by a process that chemically changes a
6 substance extracted from naturally occurring plant, animal, or mineral source[.] 7
7 U.S.C. § 6502 (21).

8 c. Dictionary: Artificial. The Merriam-Webster standard dictionary defines
9 “artificial” as “humanly contrived” and “MAN-MADE.”⁶

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

11 17. Defendant sells a variety of drink mixes.

12 18. Defendant uniformly represents in their online listings for the Products that the
13 Products are “all natural.”

14 19. The Misrepresentations were made on the online listing at the time of Plaintiff’s
15 purchase in July 2024, and continue until today.

16 20. Plaintiff Dilena saw and relied on the Misrepresentations prior to purchasing the
17 Product in or around July 2024.

18 21. Despite the Misrepresentations, the Products contain artificial ingredients such as
19 commercially manufactured citric acid.

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

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27 ⁵ Merriam-Webster.com, plant-based, available at [https://www.merriam-](https://www.merriam-webster.com/dictionary/plant-based)
webster.com/dictionary/plant-based (accessed 11/3/2022).

28 ⁶ Merriam-Webster.com, artificial, available at [https://www.merriam-](https://www.merriam-webster.com/dictionary/artificial)
webster.com/dictionary/artificial (accessed 11/3/2022).

1 22. Defendant uses artificial manufactured citric acid in Products.⁷ Commercial food
2 manufacturers use a synthetic form of citric acid that is derived from heavy chemical processing.⁸
3 Commercially produced citric acid is manufactured using a type of black mold called *Aspergillus*
4 *niger* which is modified to increase citric acid production.⁹ Consumption of manufactured citric acid
5 has been associated with a adverse health events like joint pain with swelling and stiffness, muscular
6 and stomach pain, as well as shortness of breath.¹⁰ Defendant does not use natural citric acid
7 extracted from fruit in the Products. This is because “[a]proximately 99% of the world’s production
8 of [citric acid] is carried out using the fungus *Aspergillus niger* since 1919.” *Id.* As explained by a
9 study published in the *Toxicology Reports Journal*:

10 Citric acid naturally exists in fruits and vegetables. However, **it is not the naturally**
11 **occurring citric acid, but the manufactured citric acid (MCA) that is used**
12 **extensively as a food and beverage additive.** Approximately 99% of the world’s
13 production of MCA is carried out using the fungus. *Aspergillus niger* since 1919.
14 *Asperiglus niger* is a known allergen.¹¹

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

18 “Traditionally by extraction from citric juice, [is] no longer commercially available.
19 It is now extract by fermentation of a carbohydrate substance (often molasses) by
20 citric bacteria, *Asperillus niger* (a mold) or *Candida guilliermondii* (a yeast). Citric

21 ⁷ Iliana E. Sweis, et al., Potential role of the common food additive manufactured citric acid in
22 eliciting significant inflammatory reactions contributing to serious disease states: A series of four
23 case reports, *T OXICOL REP.* 5:808-812 (2018), available at
24 <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/>

25 ⁸ A. Hesham, Y. Mostafa & L. Al-Sharqi, Optimization of Citric Acid Production by Immobilized
26 Cells of Novel Yeast Isolates, 48 *M YCOBIOLOGY* 122, 123 (2020), available at
27 <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7178817/>

28 ⁹ *Id.*; Pau Loke Show, et al., Overview of citric acid production from *Aspergillus niger*, *FRONTIERS*
IN LIFE SCIENCE, 8:3, 271-283 (2015), available at
<https://www.tandfonline.com/doi/full/10.1080/21553769.2015.1033653>

¹⁰ Iliana E. Sweis, et al., Potential role of the common food additive manufactured citric acid in
eliciting significant inflammatory reactions contributing to serious disease states: A series of four
case reports, *T OXICOL REP.* 5:808-812 (2018), available at
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/>

¹¹ *Id.* (emphasis added)

1 acid is recovered from the fermentation broth by a lime and sulfuric acid process in
2 which the citric acid is first precipitated as a calcium salt and then reacidulated with
sulfuric acid.”¹²

3 24. When asked “Is this substance Natural or Synthetic?” USDA AMS reviewers state:
4 “synthetic.”¹³

5 25. The FDA has determined that manufactured citric acid is not natural; it is artificial.
6 The FDA sent warning letters to Hirzel Canning Company and Oak Tree Farm Dairy, Inc., for similar
7 violations, saying that the FDA’s policy involving the use of the word natural means that nothing
8 artificial or synthetic has been added to the product, and that a product that labels itself “100%
9 Natural” or “All Natural” violates that policy if it contains citric acid, and that the presence of citric
10 acid precludes the use of the term natural to describe the product.¹⁴

11 26. The FDA explains that “Solvent extraction process for citric acid” is accomplished
12 via “recovery of citric acid from conventional *Aspergillus niger* fermentation liquor may be safely
13 used to produce food-grade citric acid in accordance with the following conditions: (a) The solvent
14 used in the process consists of mixture of n-octyl alcohol meeting the requirements of § 172.864 of
15 this chapter, *synthetic* isoparaffinic petroleum hydrocarbons meeting the requirements of § 172.882
16 of this chapter, and tridodecyl amine. 12 C.F.R. § 173.280 (emphasis added). Chemical solvents
17 such as n-octyl alcohol and synthetic isoparaffinic petroleum hydrocarbons are used to extract the
18 citric acid that Defendant uses in the Products from *aspergillus niger* fermentation liquor. *See* 21
19 C.F.R § 173.280. The citric acid that Defendant uses in the Products is produced through chemical
20 solvent extraction and contains residues of those chemical solvents.

21 27. The *Toxicology Reports Journal* study explains that “the potential presence of
22 impurities or fragments from the *Aspergillus niger* in [manufactured citric acid] is a significant
23 difference that may trigger deleterious effects when ingested.”¹⁵ The study further explains:
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25 ¹² **Exhibit A** at page 6.

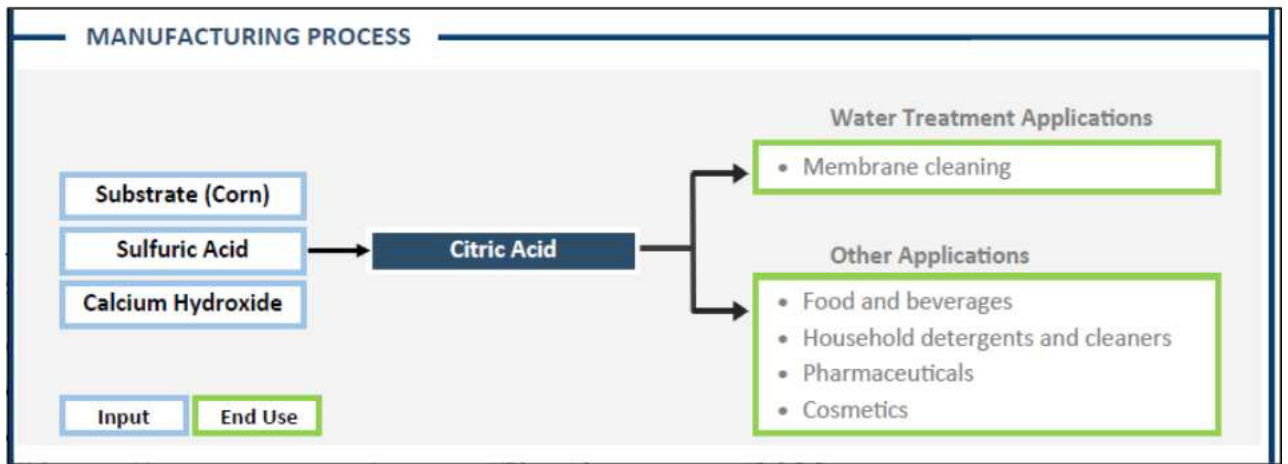
26 ¹³ **Exhibit A** at pages 4-5.

27 ¹⁴ *See* **Exhibit B** at page 2 and **Exhibit C** at page 2.

28 ¹⁵ Iliana E. Sweis, *et al.*, *Potential role of the common food additive manufactured*

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

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10 28. The EPA provides the following simply schematic of the manufacturing process for
11 citric acid which includes the use of synthetic solvents like Sulfuric Acid.¹⁶



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17 29. Dr. Ryan Monahan, a prominent functional medicine practitioner, notes that the
18 “[p]resent day process of creating manufactured citric acid involves feeding sugars derived from
19 GMO corn to black mold, which then ferments to form manufactured citric acid.”¹⁷

20 30. Dr. Monahan also notes that “*Aspergillus niger* is associated with systemic
21 inflammatory issues, including respiratory, gastrointestinal, neurological and musculoskeletal. Due

22
23 *citric acid in eliciting significant inflammatory reactions contributing to serious*
24 *disease states: A series of four case reports*, TOXICOL REP. 5:808-812 (2018),
25 available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/>

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27 ¹⁶ [https://www.epa.gov/system/files/documents/202303/Citric%20Acid%20Supply%20Chain%20Pro](https://www.epa.gov/system/files/documents/202303/Citric%20Acid%20Supply%20Chain%20Profile.pdf)
28 [file.pdf](https://www.epa.gov/system/files/documents/202303/Citric%20Acid%20Supply%20Chain%20Profile.pdf) (last accessed March 13, 2026)

¹⁷ Dr. Ryan Monahan, *Citric Acid: A Common Food Additive With An Uncommon Source* (2024)
available at [https://www.peacefulmountainmedicine.com/post/citric-acid-a-common-food-](https://www.peacefulmountainmedicine.com/post/citric-acid-a-common-food-additive-with-an-uncommon-source)
additive-with-an-uncommon-source (Last accessed March 12, 2026)

1 to the potential for fragments of *Aspergillus niger* to make their way into the finished product of
2 manufactured citric acid, this toxic inflammatory substance is likely being ingested by consumers of
3 Products containing citric acid. Even with high-heat processing to kill it, research has shown
4 *Aspergillus niger* can still elicit an inflammatory response.”¹⁸

5 31. Clinical nutritionist Serge Gregoire, notes that [f]ood manufacturers leave out that
6 citric acid is derived from genetically modified black mold grown on GMO corn syrup” and that
7 “[c]ompanies continuously capitalize on an ignorance-based market.”¹⁹ Gregoire states, “Citric acid
8 production has become a refined and highly prized industrial process.” Gregoire note that the
9 *Aspergillus niger* used to produce citric acid is engineered to increase production of citric acid which
10 has “resulted in countless generations of genetically modified mutant variants, now specialized for
11 industrial-scale economics.”

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

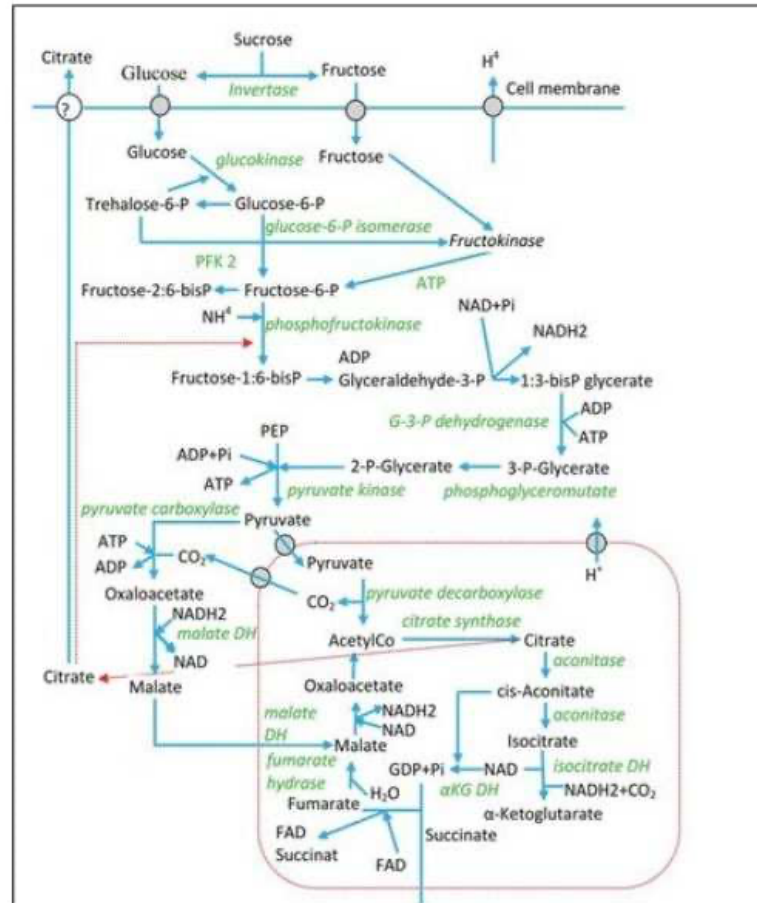
15 33. “Mutagenesis has been used in recent years to improve the citric-acid producing
16 strains so that they can be used in industrial applications. The most common methods include the
17 use of mutagens to induce mutations on the parental strains. The mutagens utilized for improvements
18 are gamma radiation, ultraviolet radiation and often chemical mutagens. For hyperproducer strains,
19 a hybrid method that combines ultraviolet and chemical mutagens is used (Ratledge & Kristiansen
20 Citation2001).²⁰

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23 ¹⁸ Dr. Ryan Monahan, *Citric Acid: A Common Food Additive With An Uncommon Source* (2024)
24 available at <https://www.peacefulmountainmedicine.com/post/citric-acid-a-common-food-additive-with-an-uncommon-source>.(last accessed March 12, 2026)

25 ¹⁹ Serge Gregoire, Avoid citric acid: a mold byproduct! (July 13, 2021) available at
26 <https://www.linkedin.com/pulse/avoid-citric-acid-mold-byproduct-serge-gregoire/>

27 ²⁰ Show, P. L., Oladele, K. O., Siew, Q. Y., Aziz Zakry, F. A., Lan, J. C. W., & Ling, T. C. (2015).
28 Overview of citric acid production from *Aspergillus niger*. *F RONTIERS IN LIFE S CIENCE* ,
8(3), 271–283, available at <https://doi.org/10.1080/21553769.2015.1033653>

34. Below is a schematic representation of the metabolic reactions involved in citric acid production, the enzymes (*italics*), the known feedback loops (dashed lines) and their locations with the cellular structure of *Aspergillus niger*.²¹



35. Dictionary definitions define “artificial” as something made by man. For example, “artificial” is defined as “made by human skill; produced by humans...”²² Merriam-Webster’s online

²¹ *Id.* at Figure 3.

²² *Artificial*, DICTIONARY.COM, available at <https://www.dictionary.com/browse/artificial>

1 dictionary states that “artificial” means “humanly contrived ...”²³ Cambridge Dictionary states that
2 “artificial” means “made by people, often as a copy of something natural.”²⁴

3 36. Below are images of the chemical process used to create citric acid for use in food –
4 a process that is visibly artificial:



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

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

1 37. Citric acid acts as an artificial flavoring and preserving agent when added to food
2 products, including the Products at issue.²⁵ Citric acid has a sour acidic, and slightly tart flavor. *Id.*

3 38. The Food and Drug Administration (“FDA”) defines a preservative as “any chemical
4 that, when added to food, tends to prevent or retard deterioration thereof, but does not include
5 common salt, sugars, vinegars, spices, or oils extracted from spices, substances added to food by
6 direct exposure thereof to wood smoke, or chemicals applied for their insecticidal or herbicidal
7 properties.” 21C.F.R. §101.22(a)(5). The FDA has listed citric acid as a preservative in its
8 “Overview of Food Ingredients, Additives and Colors” as shown below:²⁶

9

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

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15 39. In a warning letter sent to Chiquita Brands International, Inc. and Fresh Express, Inc.,
16 the FDA warned that certain Products were misbranded under the Federal Food Drug and Cosmetics
17 Act because they “contain the chemical preservatives ascorbic acid and citric acid but their labels
18 fail to declare these preservatives with a description of their functions. 21 C.F.R. [§] 101.22”
19 (emphasis added).²⁷

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24 ²⁵<https://www.webstaurantstore.com/blog/3350/what-is-citric-acid.html#:~:text=What%20Is%20Sour%20Salt?,salt%20tastes%20sour%20and%20acidic>. (last accessed March 12, 2026)

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26 ²⁶ *Overview of Food Ingredients Additives & Colors, Food and Drug Administration, available at*
27 [https://web.archive.org/web/20220901032454/http://www.fda.gov/food/foodingredients-](https://web.archive.org/web/20220901032454/http://www.fda.gov/food/foodingredients-packaging/overview-food-ingredients-additives-colors)
28 packaging/overview-food-ingredients-additives-colors.

²⁷ See **Exhibit D** at page 2 (highlighted)

1
2 **California Subclass:**

3 All persons in California who, during the maximum period of time
4 permitted by the law, purchased Defendant's Products for their personal
5 use.

6 42. The Classes do not include (1) Defendant, its officers, and/or directors; (2) the
7 Judge and/or Magistrate to whom this cause is assigned; (3) the Judge or Magistrate's staff and
8 family; and (4) Plaintiff's counsel and Defendant's counsel.

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

12 44. **Numerosity.** Members of the Class are so numerous that their individual joinder
13 herein is impracticable. On information and belief, the Class comprises at least millions of
14 consumers. The precise number of Class members and their identities are unknown to Plaintiff at
15 this time but may be determined through discovery. Class members may be notified of the
16 pendency of this action by mail and/or publication through the distribution records of Defendant.

17 45. **Commonality and Predominance.** Common questions of law and fact exist as to
18 all Class members and predominate over questions affecting only individual Class members.
19 Common legal and factual questions include, but are not limited to:

- 20 (a) Whether Defendant is responsible for the conduct alleged herein which was
21 uniformly directed to all consumers who purchased the Products;
- 22 (b) Whether Defendant's misconduct set forth in this Complaint demonstrates that
23 Defendant engaged in unfair, fraudulent, or unlawful business practices with respect
24 to the advertising, marketing, and sale of the Products;
- 25 (c) Whether Defendant made misrepresentation concerning the Products that were
26 likely to deceive the public;
- 27 (d) Whether Plaintiff and the Class are entitled to injunctive relief;
- 28 (e) Whether Plaintiff and the Class are entitled to money damages and/or restitution
under the same causes of action as the other Class Members.

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

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

10 48. **Adequacy.** Plaintiff will fairly and adequately protect Class members’ interests.
11 Plaintiff has no interests antagonistic to Class members’ interests, and Plaintiff has retained
12 counsel that have considerable experience and success in prosecuting complex class-actions and
13 consumer-protection cases.

14 49. **Superiority.** A class action is superior to all other available methods for the fair and
15 efficient adjudication of this controversy for, *inter alia*, the following reasons: prosecutions of
16 individual actions are economically impractical for members of the Class; the Class is readily
17 definable; prosecution as a class action avoids repetitious litigation and duplicative litigation costs,
18 conserves judicial resources, and ensures uniformity of decisions; and prosecution as a class action
19 permits claims to be handled in an orderly and expeditious manner.

20 50. Defendant has acted or failed to act on grounds generally applicable to the Class,
21 thereby making appropriate final injunctive relief with respect to the Class as a whole.

22 51. Without a class action, Defendant will continue a course of action that will result in
23 further damages to Plaintiff and members of the Class and will likely retain the benefits of its
24 wrongdoing.

25 52. Based on the foregoing allegations, Plaintiff’s claims for relief include those set
26 forth below.

CAUSES OF ACTION

Count I:

**Violations of California’s Unfair Competition Law (“UCL”),
Cal. Bus. & Prof. Code §§ 17200, *et seq.*
(On behalf of Plaintiff and the California Subclass)**

53. Plaintiff re-alleges and incorporates by reference every allegation set forth in the preceding paragraphs as though alleged in this Count.

54. Plaintiff brings this claim under the UCL individually and on behalf of the California Class against Defendant.

55. The UCL prohibits any “unlawful,” “fraudulent,” or “unfair” business act or practice and any false or misleading advertising. Defendant committed unlawful business acts or practices by making the representations and omitted material facts (which constitutes advertising within the meaning of California Business & Professions Code section 17200), as set forth more fully herein, and by violating California’s Consumers Legal Remedies Act, Cal. Civ. Code §§1750, *et seq.*, California’s False Advertising Law, Cal. Bus. & Prof. § 17500, *et seq.*, 15 U.S.C. § 45, and by breaching express and implied warranties. Plaintiff, individually and on behalf of the other Class members, reserves the right to allege other violations of law, which constitute other unlawful business acts or practices. Such conduct is ongoing and continues to this date.

56. Defendant committed “unfair” business acts or practices by: (a) engaging in conduct where the utility of such conduct is outweighed by the harm to Plaintiff and the members of the Class; (2) engaging in conduct that is immoral, unethical, oppressive, unscrupulous, or substantially injurious to Plaintiff and the members of the Class; and (3) engaging in conduct that undermines or violates the intent of the consumer protection laws alleged herein. There is no societal benefit from deceptive advertising. Plaintiff and the other Class members paid for Products that are not as advertised by Defendant. Further, Defendant failed to disclose a material fact (that the Products contain unnatural ingredients) of which it had exclusive knowledge. While

1 Plaintiff and the other Class members were harmed, Defendant was unjustly enriched by its false
2 misrepresentations and material omissions. As a result, Defendant's conduct is "unfair," as it
3 offended an established public policy. There were reasonably available alternatives to further
4 Defendant's legitimate business interests, other than the conduct described herein.
5

6 57. Defendant committed "fraudulent" business acts or practices by making the
7 Misrepresentations regarding the Products set forth herein. Defendant's business practices as alleged
8 are "fraudulent" under the UCL because they are likely to deceive customers into believing the
9 Products are exclusively made of natural ingredients due to the Misrepresentations.

10 58. Plaintiff and the other members of the Class have in fact been deceived as a result of
11 their reliance on Defendant's material representations and omissions. This reliance has caused harm
12 to Plaintiff and the other members of the Class, each of whom purchased Defendant's Products.
13 Plaintiff and the other Class members have suffered injury in fact and lost money as a result
14 purchasing the Products and Defendant's unlawful, unfair, and fraudulent practices.
15

16 59. Defendant's wrongful business practices and violations of the UCL are ongoing.

17 60. Plaintiff and the Class seek pre-judgment interest as a direct and proximate result of
18 Defendant's unfair and fraudulent business conduct. The amount of which is to be calculated is a
19 sum certain and capable of calculation, and Plaintiff and the Class seek interest in an amount
20 according to proof.
21

22 61. Unless restrained and enjoined, Defendant will continue to engage in the above-
23 described conduct. Accordingly, injunctive relief is appropriate. Pursuant to California Business &
24 Professions Code section 17203, Plaintiff, individually and on behalf of the California Class, seeks
25 (1) restitution from Defendant of all money obtained from plaintiff and the other Class members as
26 a result of unfair competition; (2) an injunction prohibiting Defendant from continuing such practices
27
28

1 in the State of California that do not comply with California law; and (3) all other relief this Court
2 deems appropriate, consistent with California Business & Professions Code section 17203.

3
4 **Count II**
5 **Violations of California’s False Advertising Law (“FAL”),**
6 **Cal. Bus. & Prof. Code §§ 17500, *et seq.***
7 **(On Behalf of Plaintiff and the California Subclass)**

8 62. Plaintiff re-alleges and incorporates by reference every allegation set forth in the
9 preceding paragraphs as though alleged in this Count.

10 63. Plaintiff brings this claim individually and on behalf of the members of the
11 proposed Class and Subclass against Defendant.

12 64. California’s False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.*,
13 makes it “unlawful for any person to make or disseminate or cause to be made or disseminated
14 before the public in this state, ...in any advertising device ... or in any other manner or means
15 whatever, including over the Internet, any statement, concerning ... personal property or services,
16 professional or otherwise, or performance or disposition thereof, which is untrue or misleading and
17 which is known, or which by the exercise of reasonable care should be known, to be untrue or
18 misleading.”

19 65. Defendant committed acts of false advertising, as defined by § 17500, by using
20 statements to promote the sale of its Products by making the Misrepresentations. In doing so,
21 Defendant communicated that the Products were all natural and free from artificial ingredients,
22 while omitting that the Products contains artificial ingredients.

23 66. Defendant knew or should have known that its advertising claims have not been
24 substantiated and are misleading and/or false.

25 67. Defendant knew or should have known, through the exercise of reasonable care,
26 that its representations were false and misleading and likely to deceive consumers and cause them
27 to purchase Defendant’s Products.

28 68. Defendant’s wrongful conduct is ongoing and part of a general practice that is still
being perpetuated and repeated through the State of California and nationwide.

Count IV
Breach of Express Warranty²⁹
(On behalf of Plaintiff and the Multi-State Warranty Class)

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

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

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

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

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

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

²⁹ While discovery may alter the following, Plaintiff asserts that the states with similar express warranty laws under the facts of this case include, but are not limited to: Alaska Stat. § 45.02.313; A.R.S. § 47-2313; Ark. Code § 4-2-313; Cal. Com. Code § 2313; Colo. Rev. Stat. § 4-2-313; Conn. Gen. Stat. § 42a-2-313; 6 Del. C. § 2-313; D.C. Code § 28:2 313; Ga. Code § 11-2-313; HRS § 490:2- 313; Idaho Code § 28-2-313; 810 ILCS 5/2-313; Ind. Code § 26-1-2-313; K.S.A. § 84-2-313; KRS § 355.2-313; 11 M.R.S. § 2-313; Mass. Gen. Laws Ann. ch. 106 § 2-313; Minn. Stat. § 336.2-313; Miss. Code Ann. § 75-2-313; R.S. Mo. § 400.2-313; Mont. Code Anno. § 30-2 313; Neb. Rev. Stat. § 2- 313; Nev. Rev. Stat. Ann. § 104.2313; RSA 382-A:2 313; N.J. Stat. Ann. § 12A:2-313; N.M. Stat. Ann. § 55-2-313; N.Y. U.C.C. Law § 2-313; N.C. Gen. Stat. § 25-2-313; N.D. Cent. Code § 41-02-30; ORC Ann. § 1302.26; 12A Okl. St. § 2-313; Or. Rev. Stat. § 72-3130; 13 Pa. C.S. § 2313; R.I. Gen. Laws § 6A-2-313; S.C. Code Ann. § 36-2-313; S.D. Codified Laws, § 57A 2-313; Tenn. Code Ann. § 47-2-313; Tex. Bus. & Com. Code § 2.313; Utah Code Ann. § 70A-2-313; 9A V.S.A. § 2-313; Va. Code Ann. § 59.1-504.2; Wash. Rev. Code Ann. § 62A.2-313; W. Va. Code § 46- 2-313; and Wyo. Stat. § 34.1-2-31.

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

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

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

9 **Count V**
10 **Breach of Implied Warranty,**
11 **Cal. Com. Code. § 2314**
12 **(On Behalf of Plaintiff and the California Subclass)**

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

15 87. Plaintiff brings this claim for breach of implied warranty individually and on behalf
16 of all Classes against Defendant.

17 88. Plaintiff and the Class purchased the Products manufactured, advertised, and sold
18 by Defendant, as described herein.

19 89. Defendant, through its act and omissions set forth herein, in the sale, marketing, and
20 promotion of the Products, misrepresented the characteristics of the Products to Plaintiff and the
21 Class.

22 90. Defendant is merchant with respect to the goods of this kind of which were sold to
23 Plaintiff and the Class, and there was, in the sale to Plaintiff and other consumers, an implied
24 warranty that those were merchantable.

25 91. However, Defendant breached that implied warranty in that the Products were not
26 all natural as they contain artificial ingredients.

27 92. As an actual and proximate result of Defendant's conduct, Plaintiff and the Class
28 did not receive goods as impliedly warranted by Defendant to be merchantable in that the Products
did not conform to promises and affirmations made on the label of the Products.

(On Behalf of Plaintiff and the California Subclass)

1
2 102. Plaintiff realleges and incorporates by reference all allegations contained in this
3 complaint, as though fully set forth herein.

4 103. Plaintiff brings this claim for intentional misrepresentation/fraud individually and
5 on behalf of the California Subclass against Defendant.

6 104. Defendant had a duty to disclose to Plaintiff and Class Members correct
7 information as to the quality and characteristics of the Products because Defendant was in a
8 superior position than Plaintiff and Class Members such that reliance by Plaintiff and Class
9 Members was justified. Defendant possessed the skills and expertise to know the type of
10 information that would influence a consumer's purchasing decision.

11 105. During the applicable class period, Defendant intentionally misrepresented, omitted,
12 and concealed from consumers material facts regarding the quality and characteristics of the
13 Products, including the fact that the Products contain artificial ingredients despite the
14 Misrepresentations. The Misrepresentations were material and were uniformly made.

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

18 107. Defendant made such false and misleading statements and omissions with the intent
19 to induce Plaintiff and Class Members to purchase the Products at a premium price, deprive
20 Plaintiff and Class Members of property or otherwise causing injury, and thus, Defendant has
21 committed fraud.

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

1 109. Plaintiff and the Class Members were unaware of the falsity in Defendant's
 2 misrepresentations and omissions and, as a result, justifiably relied on them when making the
 3 decision to purchase the Products.

4 110. As a proximate result of Defendant's intentional misrepresentations, Plaintiff and
 5 the Class were induced to purchase the Products at a premium.

6 111. Plaintiff and the Class Members would not have purchased the Products or paid as
 7 much for the Products if the true facts had been known.

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

11 113. Defendant's conduct was knowing, intentional, with malice, demonstrated a
 12 complete lack of care, and was in reckless disregard for the rights of Plaintiff and Class Members
 13 Plaintiff and Class Members are therefore entitled to an award of punitive damages.

14
 15 **COUNT VIII**
 16 **Breach of Consumer Protection Statutes³⁰**

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

1 **(On Behalf of Plaintiff and the Multi-State Consumer Protection Subclass)**

2 114. Plaintiff hereby incorporates the foregoing paragraphs as if fully stated herein.

3 115. Plaintiff brings this claim individually and on behalf of the Multi-State Consumer
4 Protection Subclass against Defendant.

5 116. Defendant's acts and practices, as described herein, have deceived and/or are likely
6 to continue to deceive members of the Multi-State Consumer Protection Subclass and the public.
7 As described throughout the Complaint, Defendant made the Misrepresentations, even though the
8 Product was not all natural and contained artificial ingredients.

9 117. The foregoing deceptive acts and practices were directed at consumers.

10 118. The foregoing deceptive acts and practices are misleading in a material way because
11 they fundamentally misrepresent the nature and value of the Products.

12 119. As a result of Defendant's deceptive practices, Plaintiff and the Multi-State
13 Consumer Protection Subclass suffered an economic injury because they would not have purchased
14 (or paid a premium for) the Products had they known that the Products were not all natural and
15 contained artificial ingredients.

16 120. Plaintiff and the Multi-State Consumer Protection Subclass seek to recover their
17 actual damages, statutory damages, punitive damages, and reasonable attorneys' fees and costs.

18 **COUNT IX**

19 **Unjust Enrichment**

20 **(On Behalf of Plaintiff and the Nationwide Class)**

21 121. Plaintiff hereby incorporates the foregoing paragraphs as if fully stated herein.

22 122. Plaintiff brings this claim individually and on behalf of the Nationwide Class
23 against Defendant under California law, or, in the alternative, on behalf of the respective state laws
24 of the Nationwide Class, which are substantially similar to the law of unjust enrichment. California
25 law requires: (1) receipt of a benefit; (2) unjust or wrongful retention of the benefit; and (3) at the
26 expense of another.

27 123. To the extent required, Plaintiff asserts this cause of action in the alternative to legal
28 claims, as permitted by Rule 8.

1 124. Plaintiff and the Class Members conferred a benefit on Defendant in the form of the
2 gross revenues Defendant derived from the money they paid to Defendant.

3 125. Defendant knew of the benefit conferred on it by Plaintiff and the Class Members.

4 126. Defendant has been unjustly enriched in retaining the revenues derived from
5 Plaintiff's and the Class Members' purchases of the Products, which retention of such revenues
6 under these circumstances is unjust and inequitable because Defendant made the
7 Misrepresentations. This caused injuries to Plaintiff and Class Members because they would not
8 have purchased the Products or would have paid less for them if the true facts concerning the
9 Products had been known.

10 127. Defendant accepted and retained the benefit in the amount of the gross revenues
11 derived from sales of the Products to Plaintiff and Class Members.

12 128. Defendant has thereby profited by retaining the benefit under circumstances which
13 would make it unjust for Defendant to retain the benefit.

14 129. Plaintiff and Class Members are, therefore, entitled to restitution in the form of the
15 revenues derived from Defendant's sale of the Products.

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

18 131. Plaintiff and the Class Members have suffered an injury in fact and have lost money
19 as a result of Defendant's unjust conduct.

20 132. Plaintiff and the Class Members lack an adequate remedy at law with respect to the
21 claim and are entitled to non-restitutionary disgorgement of the financial profits that Defendant
22 obtained as a result of its unjust conduct.

23 133. Legal remedies available to Plaintiff and the Class Members are inadequate because
24 they are not equally prompt, certain, or efficient as equitable relief. Damages are not equally
25 certain as restitution because the standard that governs restitution is different than the standard that
26 governs damages. Hence, the Court may award restitution even if it determines Plaintiff fails to
27 sufficiently adduce evidence to support an award of damages. Damages and restitution are not the
28 same amount. Unlike damages, restitution is not limited to the amount of money a defendant

1 wrongfully acquired plus the legal rate of interest. Equitable relief, including restitution, entitles a
2 plaintiff to recover all profits from the wrongdoing, even where the original funds taken have
3 grown far greater than the legal rate of interest would recognize. Legal claims for damages are not
4 equally certain as restitution because such claims require different elements. In short, significant
5 differences in proof and certainty establish that any potential legal claim cannot serve as an
6 adequate remedy at law.

7 134. Equitable relief is appropriate because Plaintiff may lack an adequate remedy at law
8 if, for instance, damages resulting from their purchase of the Products are determined to be an
9 amount less than the premium price of the Products. Without compensation for the full premium
10 price of the Products, Plaintiff and the Class Members would be left without the parity in
11 purchasing power to which they are entitled.

12 **Request for Relief**

13 135. Plaintiff, individually, and on behalf of all others similarly situated, requests for
14 relief pursuant to each claim as follows:

- 15 a. Declaring that this action is a proper class action, certifying the Class as requested
16 herein, designating Plaintiff as the Class Representative and appointing the
17 undersigned counsel as Class Counsel;
- 18 b. Ordering restitution and disgorgement of all profits and unjust enrichment that
19 Defendant obtained from Plaintiff and the Class members as a result of Defendant's
20 unlawful, unfair, and fraudulent business practices;
- 21 c. Ordering injunctive relief as permitted by law or equity, including enjoining
22 Defendant from continuing the unlawful practices as set forth herein, and ordering
23 Defendant to engage in a corrective advertising campaign;
- 24 d. Ordering damages in amount which is different than that calculated for restitution
25 for Plaintiff and the Class;
- 26 e. Ordering Defendant to pay attorneys' fees and litigation costs to Plaintiff and the
27 other members of the Class;
- 28

- 1 f. Ordering Defendant to pay both pre- and post-judgment interest on any amounts
2 awarded; and
3 g. Ordering other relief as may be just and proper.

4 **Jury Demand**

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

6 Dated: May 19, 2026

Respectfully submitted,

7 **GUCOVSKI LAW FIRM, PLLC**

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