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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MICHAEL WALSH, individually and on behalf of all others similarly situated, and WALTER ALEXANDER, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

7-ELEVEN, INC., Texas corporation, and DOES 1-20, inclusive,

Defendants.

Case No. 26STCV17260

CLASS ACTION COMPLAINT

1. VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW, BUSINESS AND PROFESSIONS CODE § 17200, *et seq.*
2. FALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17500, *et seq.*
3. VIOLATION OF CALIFORNIA CONSUMERS LEGAL REMEDIES ACT, CIVIL CODE § 1750, *et. Seq.*
4. BREACH OF EXPRESS WARRANTY
5. RESTITUTION BASED ON QUASI-CONTRACT/UNJUST ENRICHMENT
6. INTENTIONAL MISREPRESENTATION
7. NEGLIGENT MISREPRESENTATION

DEMAND FOR JURY TRIAL

Plaintiffs Michael Walsh and Walter Alexander ("**Plaintiffs**"), individually and on behalf of all others similarly situated, bring this class action complaint against 7-Eleven, Inc., and Does 1 through 20, inclusive (collectively "**Defendants**") and allege as follows:

SUMMARY OF THE ACTION

1. This is a class action lawsuit brought on behalf of all purchasers of Defendants' Seven Select branded "naturally flavored" pastry products (the **"Products"**), sold online and at retail locations throughout California and the United States.

2. Defendants falsely and deceptively advertise the Products as being "naturally flavored" ("**Naturally Flavored Representation**"). However, contrary to the Products' Naturally Flavored Representation, as explained in detail below, the Products contain manufactured citric acid — a well-documented, FDA defined artificial flavoring ingredient.

3. Through falsely, misleadingly, and deceptively labeling the Products, Defendants seek to take advantage of consumers' desire for truly premium products that are free from artificial flavoring agents. Yet, Defendants do so at the expense of unwitting consumers, as well as Defendants' lawfully acting competitors, over whom Defendants maintain an unfair competitive advantage.

4. Plaintiffs bring this action individually and in a representative capacity on behalf of similarly situated consumers who purchased the Products during the relevant Class Period (Class and/or Subclass defined infra), for dual primary objectives: ***One***, Plaintiffs seek, on Plaintiff's individual behalf and on behalf of the Class/Subclass, a monetary recovery of the price premium Plaintiffs and consumers overpaid for Products that should, but fail to, comport with the Naturally Flavored Representation (which may include, for example, damages, restitution, disgorgement, and/or any applicable penalties, fines, or punitive/exemplary damages) solely to the extent that the causes of action pled herein permit such recovery. ***Two***, Plaintiffs seek, on his individual behalf and on behalf of the Class/Subclass, injunctive relief to stop Defendants' unlawful manufacture, marketing, and sale of the Products with the Naturally Flavored Representation to avoid or mitigate the risk of deceiving the public into believing that the Products conform to the Naturally Flavored Representation, by requiring Defendants to change their business practices, which may include one

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or more of the following: removal or modification of the Naturally Flavored Representation from the Products' labels, removal or modification of the Naturally Flavored Representation from the Products' advertising, modification of the Products' formulation be it a change in ingredients or its sourcing and manufacturing processes, and/or discontinuance of the Products' manufacture, marketing, and/or sale.

5. A true and correct copy of the Product label is pictured below.

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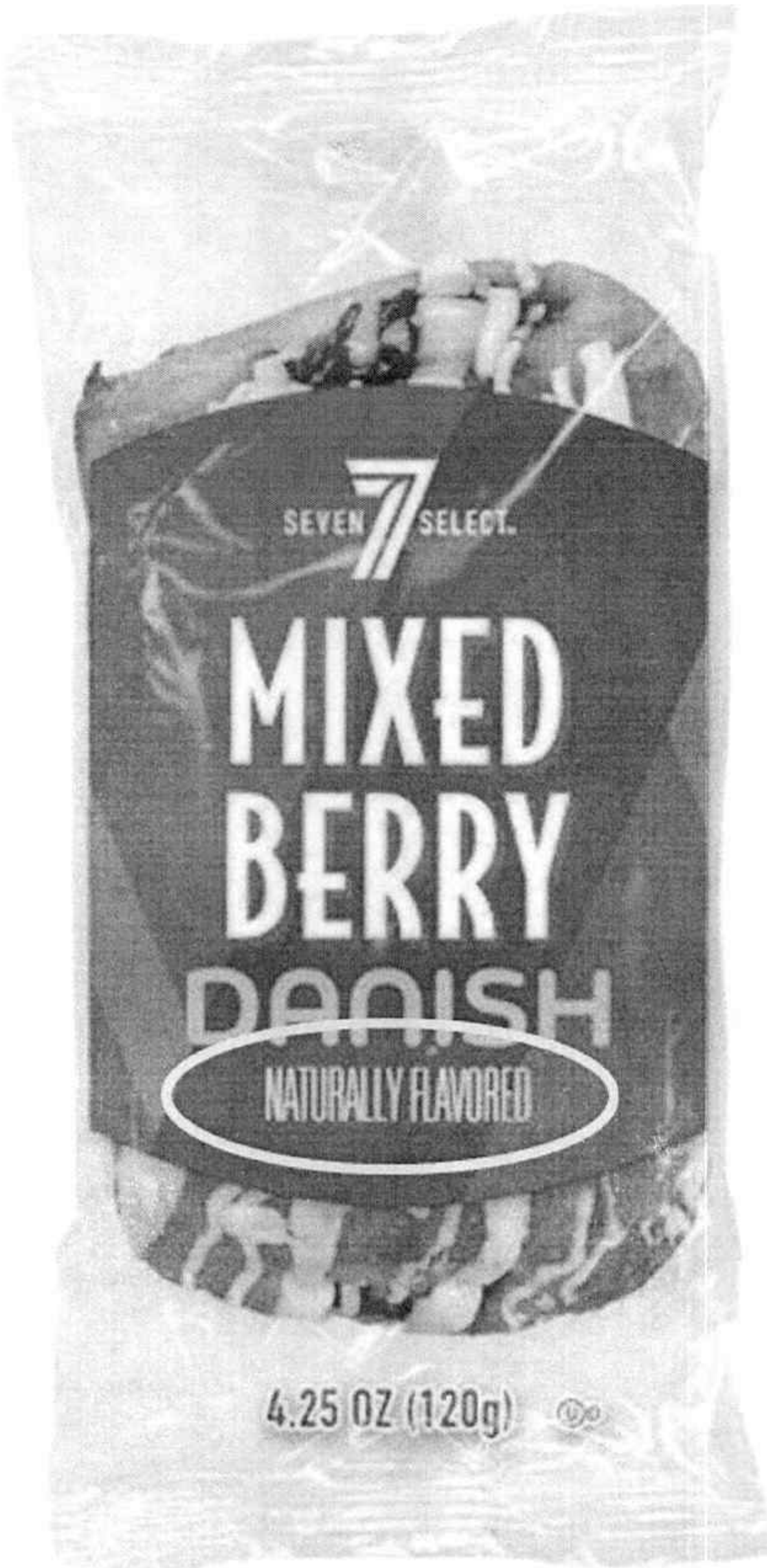
Seven Select Danish[1]



[1] The Seven Select Danish product includes but is not limited to the following flavors: (a) Cherry Cheese; (b) Apple; and (c) Mixed Berry.

6. Consumers are deceived by Defendants' labeling and advertising of the Products as being "naturally flavored" believing that they are purchasing pastry products without artificial flavors and flavoring ingredients that have undergone significant chemical modification. Consumers rely on Defendants' labeling and advertising of the Products to be truthful and would not know that the Products actually contain a well-documented artificial flavoring ingredient.

7. Reasonable consumers such as Plaintiffs do not have specialized knowledge necessary to identify ingredients in the Products as being inconsistent with Defendants' Naturally Flavored Representation.

8. Defendants know that consumers are willing to pay more for natural, healthy products without any artificial flavors, and advertises the Products with the intention that consumers rely on the representation made on the front of the Products' packaging that the Products are "naturally flavored."

9. By falsely labeling the Products as being "naturally flavored," Defendants have profited from consumers' preference for supplement products that are made with exclusively natural flavors without significant chemical modification.

PARTIES

10. **Plaintiff:** Plaintiffs are, and at all times relevant hereto were, citizens of California. Plaintiff Michael Walsh purchased the Seven Select Mixed Berry Danish from a 7-Eleven location in Los Angeles, CA in or around May of 2026. Plaintiff Walter Alexander purchased the Seven Select Mixed Berry Danish from a 7-Eleven location in Solano, CA in or around May of 2026. In making their purchase, Plaintiffs relied upon Defendants' labeling and advertising claims, namely, the Naturally Flavored Representation clearly printed on the front label of the Products. These claims were prepared and approved by Defendants and their agents and disseminated statewide and nationwide, to encourage consumers to purchase the Products. If Plaintiffs had known that the Products contained artificial flavoring ingredients, then Plaintiffs would not have purchased the Products, or they would have purchased it at a substantially lower price.

11. **Plaintiffs' Future Harm:** Plaintiffs would like to purchase the Products again only if they can be sure that Defendants are compliant with the state consumer protection laws. Plaintiffs

continue to see Defendants' Products in stores available for purchase, and desires to purchase them again if the representation regarding the Naturally Flavored Representation was in fact true. Since Plaintiffs would like to purchase the Products again to obtain a supplement product that, as advertised, is truly free from artificial and unnatural flavoring ingredients, Plaintiffs would purchase it again in the future—despite the fact that it was once marred by false advertising or labeling—as Plaintiffs would reasonably, but incorrectly, assume the Products were improved (contain only natural flavors). In that regard, Plaintiffs are an average consumer who is not sophisticated in the chemistry, manufacturing, and formulation of supplement products, such as the Products. Neither Plaintiffs, nor reasonable consumers, have the requisite knowledge to accurately differentiate between ingredients that are "naturally flavored" or not. Accordingly, Plaintiffs are at risk of reasonably, but incorrectly, assuming that Defendants fixed the formulation of the Products such that Plaintiffs may buy it again, believing it to no longer be falsely advertised. Plaintiffs are, therefore, currently and in the future deprived of the ability to rely on the Naturally Flavored Representation. Based on information and belief, the labeling of the Products purchased by Plaintiffs is typical of the labeling of the Products purchased by members of the class.

12. **Defendant**. Defendant 7-Eleven, Inc. is a Texas corporation that maintains its principal place of business at 3200 Hackberry Road Irving, TX 75063. At all times during the class period, Defendant was the manufacturer, distributor, marketer, and seller of the Products. Defendant directly and through its agents, has substantial contacts with and receives substantial benefits and income from and through the State of California.

13. The true names and capacities, whether individual, corporate, associate, or otherwise of certain manufacturers, distributors, and/or their alter egos sued herein as DOES 1 through 20 inclusive are presently unknown to Plaintiffs who therefore sue these individuals and/or entities by fictitious names. Plaintiffs will seek leave of this Court to amend the Complaint to show their true names and capacities when the same have been ascertained. Plaintiffs are informed and believe and based thereon alleges that DOES 1 through 20 were authorized to do and did business in Los Angeles County. Plaintiffs are further informed and believe and based thereon allege that DOES 1

through 20 were and/or are, in some manner or way, responsible for and liable to Plaintiffs for the events, happenings, and consequences hereinafter set forth below.

JURISDICTION AND VENUE

14. This Court has jurisdiction over all causes of action asserted herein pursuant to the California Constitution, Article VI, § 10, because this case is a cause not given by statute to other trial courts.

15. Plaintiffs have standing to bring this action pursuant to Business & Professions Code § 17200, *et seq*.

16. Venue is proper in this Court because the Plaintiffs purchased the Products in Los Angeles County. Defendants receive substantial compensation from sales in Los Angeles County, and Defendants made numerous misrepresentations which had a substantial effect in Los Angeles County, including, but not limited to, label, point of purchase displays, and internet advertisements.

17. Upon information and belief, said misrepresentations originated and/or emanated from the State of California.

18. Defendants and other out-of-state participants can be brought before this Court pursuant to the provisions of Code of Civil Procedure § 395.5.

19. Defendants are subject to personal jurisdiction in California based upon sufficient minimum contacts which exist between Defendants and California. Defendants are authorized to do and are doing business in Los Angeles, California.

FACTUAL ALLEGATIONS

A. Citric Acid

a. Citric Acid as a Flavoring Agent

20. Defendants falsely, deceptively, and misleadingly market the Products as being "naturally flavored" despite containing citric acid, which is utilized in food products as a flavorant, providing a tart taste to food, supplements and beverages. (*see Figure 1*).[2,3]

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[2] Iliana E. Sweis and Brian C. Cressey, 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, 5 Toxicology Reports 808-812 (Aug. 9, 2018).

[3] Yadav Poonam, et al., *Organic Acids: microbial sources, production, and applications*, Functional Foods and Nutraceuticals in Metabolic and Non-Communicable Diseases (2022),

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Figure 1 - FDA-Recognized Technical Effect of Citric Acid [4]

FDA U.S. FOOD & DRUG ADMINISTRATION

Substances Added to Food *(formerly EAFUS)*

FDA Home › Ingredients and Packaging › Food Ingredient and Packaging Inventories › Substances Added to Food *(formerly EAFUS)* › CITRIC ACID

CITRIC ACID

CAS Reg. No. (or other ID)*:	77-92-9
Substance*:	CITRIC ACID
Other Names:	• CITRIC ACID • CITRIC ACID, ANHYDROUS • 2-HYDROXY-1,2,3-PROPANETRICARBOXYLIC ACID • BETA-HYDROXYTRICARBALLYLIC ACID • 1,2,3-PROPANETRICARBOXYLIC ACID, 2-HYDROXY- • ACIDE CITRIQUE
Used for*† (Technical Effect):	ANTIMICROBIAL AGENT, ANTIOXIDANT, ENZYME, FLAVOR ENHANCER, FLAVORING AGENT OR ADJUVANT, LEAVENING AGENT, PH CONTROL AGENT, SEQUESTRANT, SOLVENT OR VEHICLE, SURFACE-ACTIVE AGENT

21. The USDA identifies flavoring as a recognized functional use of citric acid.[5]

22. Citric acid acts as a flavoring agent in the Products regardless of the subjective purpose or intent for why Defendant added citric acid to the Products because it inherently imparts acidity and thus modifies the flavor profile of the final product — i.e. it is, by its chemical nature and recognized use, a flavoring or acidulent additive.

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https://doi.org/10.1016/B978-0-12-819815-5.00053-7; see also Anna Hezel, *For the Snackiest Popcorn, You Need a Pinch of This*, (Feb. 7, 2023) https://www.epicurious.com/ingredients/how-to-use-citric-acid-on-popcorn?utm.

[4] FDA Substances Added to Food (formerly EAFUS) CITRIC ACID 77-92-9 // URL: https://www.hfpappexternal.fda.gov/scripts/fdcc/index.cfm?set=FoodSubstances&id=CITRICACID

[5] U.S. Dep't of Agric., Agric. Mktg. Servs., Citric Acid: Technical Report 6–7 (2015), available at https://www.ams.usda.gov/sites/default/files/media/Citric%20Acid%20TR%202015.pdf#:~:text=Citric%20acid%20also%20inhibits%20color,flavor%20deterioration%20in%20frozen%20fruit.&text=food%20products%20and%20artificial%20flavors,soft%20drink%20tablets%20and%20powders

b. Citric Acid as an Artificial Ingredient

23. Defendants use a synthetic form of citric acid that is derived from heavy chemical processing.[6] The citric acid used in the Products is commercially produced and is manufactured using a type of black mold called *Aspergillus niger*.[7] Chemical solvents such as n-octyl alcohol and synthetic isoparaffinic petroleum hydrocarbons are used to extract the citric acid that Defendants use in the Products from *aspergillus niger* fermentation liquor. *See* 21 C.F.R § 173.280. The citric acid that Defendants use in the Products is produced through chemical solvent extraction and upon information and belief, contains residues of those chemical solvents.

24. Because extracting citric acid directly from natural sources is economically impractical at commercial scale, manufacturers overwhelmingly rely on this industrial fermentation process, resulting in the widespread use of manufactured citric acid in food products.

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

26. An article published in the *Toxicology Reports Journal* explains that citric acid produced through aspergillus niger fermentation is artificial: Citric acid naturally exists in fruits and vegetables. However, it is not the naturally occurring citric acid, but the manufactured citric acid (MCA) that is used extensively as a food additive. Approximately 99% of the world's

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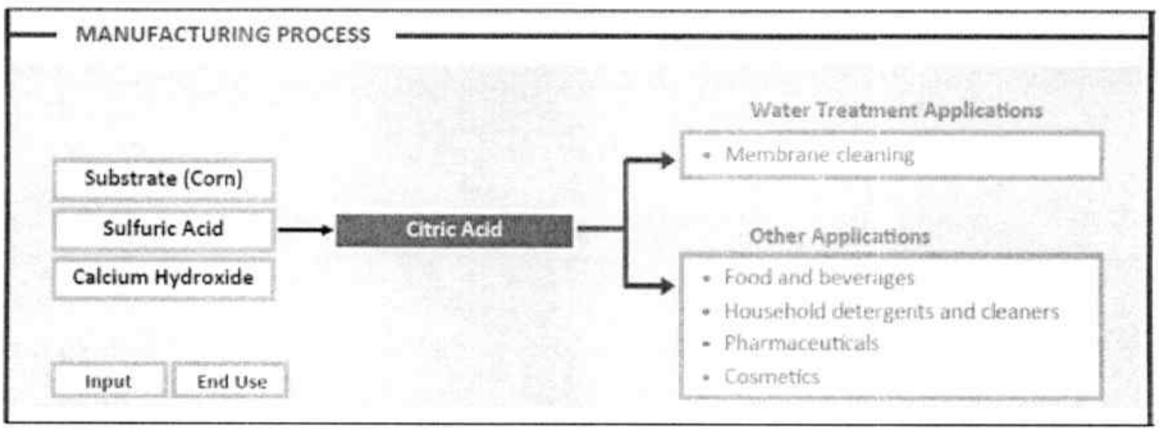
[6] A. Hesham, Y. Mostafa & L. Al-Sharqi, Optimization of Citric Acid Production by Immobilized Cells of Novel Yeast Isolates, 48 MYCOBIOLOGY 122, 123 (2020), available at https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7178817/ (emphasis added).

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

production of MCA is carried out using the fungus *Aspergillus niger* since 1919. *Aspergilus niger* is a known allergen.[8] Because extracting citric acid directly from natural sources is economically impractical at commercial scale, manufacturers overwhelmingly rely on this industrial fermentation process, resulting in the widespread use of manufactured citric acid.

27. A technical evaluation report for citric acid compiled by the United States Department of Agriculture Marketing Servies ("USDA AMS") further explains that it is not commercially feasible to use natural citric acid extracted from fruits: Traditionally by extraction from citrus juice, [is] no longer commercially available. It is now extracted by fermentation of a carbohydrate substance (often molasses) by citric acid bacteria, *Aspergillus niger* (a mold) or *Candida guilliermondii* (a yeast). Citric acid is recovered from the fermentation broth by a lime and sulfuric acid process in which the citric acid is first precipitated as a calcium salt and then reacidulated with sulfuric acid.

28. The EPA provides the following schematic of the manufacturing process for citric acid, which includes the use of synthetic solvents like sulfuric acid[9]:



29. The Food and Drug Administration ("FDA") has also sent warning letters to companies stating that certain products labeled as "natural" are misbranded because they contain ***artificial*** citric acid as an ingredient. For example, on August 29, 2001, the FDA sent Hirzel Canning Company ("Hirzel") a warning letter regarding its canned tomato products. With respect to Hirzel's

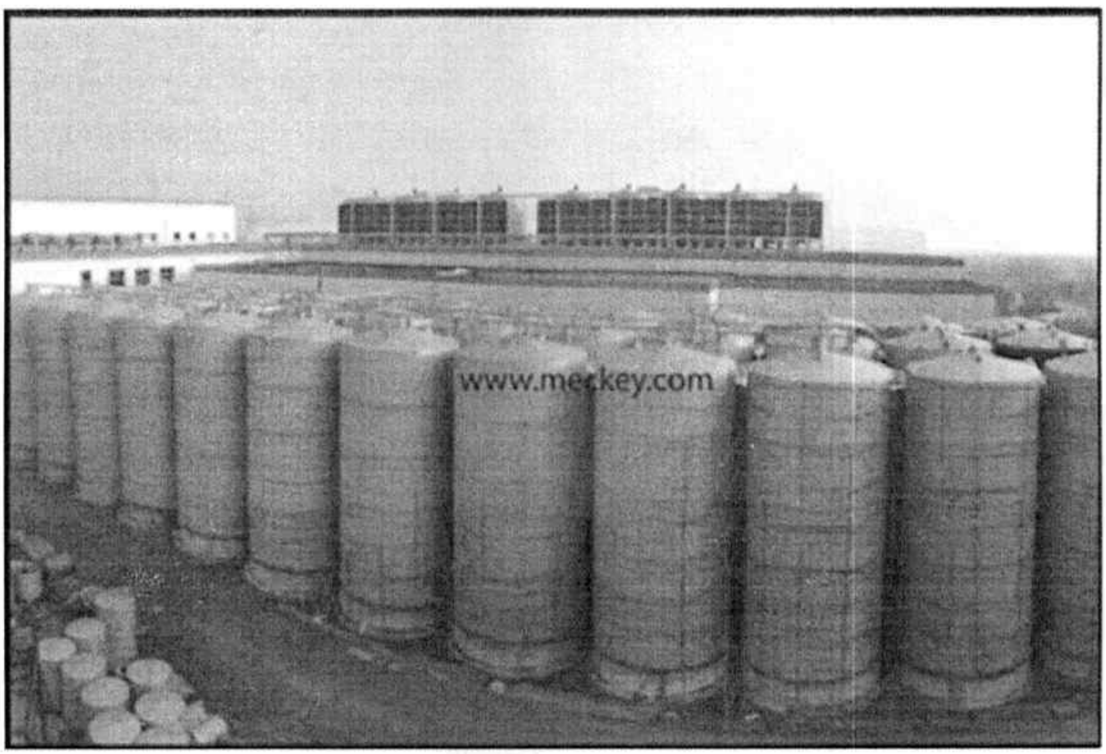
[8] Iliana E. Sweis, et al., *Potential role of the common food additive manufactured citric acid in eliciting significant inflammatory reactions contributing to serious disease states: A series of four case reports*, TOXICOLOGY REP. 5:808-812 (2018), available at https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/Case 2:24-cv-03721-MWF-AJR

[9] https://www.epa.gov/system/files/documents/2023-03/Citric+Acid+Supply+Chain+Profile.pdf.

Chopped Tomatoes Onions & Garlic and Chopped Mexican Tomatoes & Jalapenos, the FDA stated that these products could not bear the "All Natural" claim on the label because the products contained a synthetic ingredient, citric acid.[10]

30. Similarly, on August 16, 2001, the FDA sent Oak Tree Dairy Farm, Inc. ("Oak Tree") a warning letter regarding its "Oaktree Real Brewed Iced Tea," "Oaktree Fruit Punch," and "Oaktree All Natural Lemonade" products. With respect to Oak Tree's "Oaktree Real Brewed Iced Tea," the FDA stated that this product could not bear the "100% Natural" and "All Natural" claims on the label because the product contained a synthetic ingredient, citric acid.

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



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[10] *Id.*

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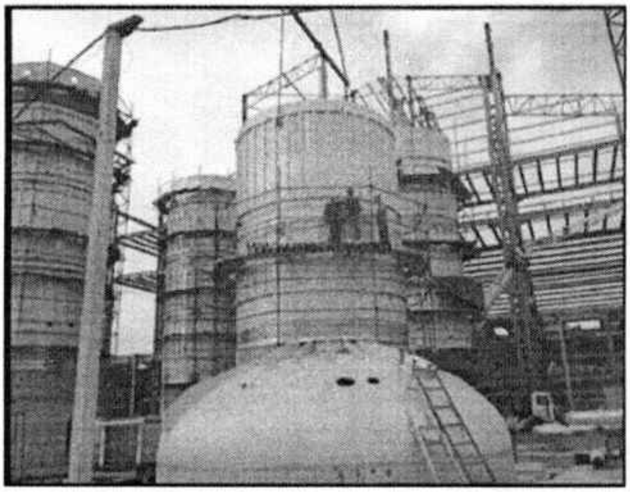

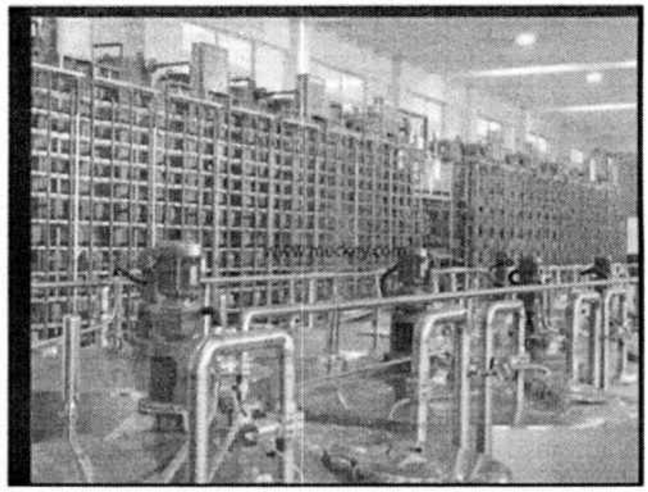

32. Consumption of manufactured citric acid has been associated with adverse health events like joint pain with swelling and stiffness, muscular and stomach pain, as well as shortness of breath.[11] The *Toxicology Reports Journal* article explains that "the potential presence of impurities or fragments from the Aspergillus niger in [manufactured citric acid] is a significant difference that may trigger deleterious effects when ingested."[12]

33. Several courts—including the Ninth Circuit—have found it plausible that citric acid produced from *Aspergillus niger* fermentation is not natural and may be considered an artificial flavor. *See, e.g., Brazil v. Dole Packaged Foods, LLC*, 660 F. App'x 531, 533 (9th Cir. 2016) (reversing a grant of summary judgment and holding that evidence could "allow a trier of fact to find that the synthetic citric and ascorbic acids in Dole's products were not 'natural.'"); *Mason v. Reed's Inc.*, 515 F. Supp. 3d 135, 143 (S.D.N.Y. 2021) (noting that FDA warning letters "suggest that citric acid, as produced by Aspergillus Niger, makes an 'All-Natural' label misleading."); *Gabriele v. ConAgra Foods, Inc.*, 2015 WL 3904386, at *4 (W.D. Ark. June 25, 2015) (accepting as true the plaintiff's allegations "that the products contain artificially derived citric acid or calcium chloride, in contravention of federal regulations.").

34. The Ninth Circuit Court of Appeals, emphasizing the warning letters described above, has issued a pertinent decision as to whether citric acid can be considered an artificial flavor. In *Brazil v. Dole Packaged Foods, LLC*, 660 Fed. Appx. 531 (2016) the Ninth Circuit reversed a summary judgment order in favor of a defendant holding there was a genuine dispute as to whether

[11] *Id.*
[12] *Id.*

citric acid is an artificial ingredient and whether the defendant's "All Natural Fruit" label was likely to deceive a reasonable consumer. The Ninth Circuit stated: Brazil cited more recent FDA warning letters to food sellers. These sellers had described their products as '100% Natural' or 'All Natural,' and the FDA accused those descriptions of being deceptive because the products in question included synthetic citric acid, among other substances. Taken together, this evidence could allow a trier of fact to conclude that Dole's description of its products as 'All Natural Fruit' is misleading to a reasonable consumer. The evidence here—including the conflicting testimony of expert witnesses and Dole employees—could also allow a trier of fact to find that the synthetic citric and ascorbic acids in Dole's products were not 'natural.' Summary judgment was therefore granted in error. *Brazil*, 660 F. App'x at 533–34.

B. <u>Defendants Mislead Plaintiffs and Reasonable Consumers, Who Relied on the Material and False Advertising Claims to their Detriment</u>

35. **Materiality.** The Naturally Flavored Representation is material to reasonable consumers, including Plaintiffs, in deciding to buy the Products. Specifically, the composition of the Products being "naturally flavored"—is important to consumers and motivates them to buy the Products.

36. **Reliance**. The Class, including Plaintiffs, reasonably relied on the Naturally Flavored Representation in deciding to purchase the Products.

37. **Consumers Lack Knowledge of Falsity**. Consumers, including Plaintiffs, do not know, and have no reason to know, at the time of purchase, that the Products' Naturally Flavored Representation is false, misleading, deceptive, and unlawful. That is because consumers, including Plaintiffs, do not work for Defendants and therefore have no personal knowledge of the actual ingredients used to make the Products or how those ingredients are made, including whether artificial flavors are included. Additionally, average consumers do not have the specialized knowledge of a chemist or product-developer. Thus, reasonable consumers, like Plaintiffs, cannot discern from the Products' ingredient disclosures whether certain ingredients, are artificial flavors. Furthermore, reasonable consumers, like Plaintiffs, do not ordinarily review information on the back or side panels of a consumer product's packaging, like the Products' packaging, particularly dense,

fine-print ingredient disclosures, or review such information on websites. Indeed, studies show that only approximately 7.7% to 11.6% of people even look at the side or back labels of consumer goods, such as ingredient lists, before they buy it.[13]

38. The average consumer spends generally not more than 13 seconds to make an in-store purchasing decision.[14] That decision is heavily based upon the product's front labeling because consumers do not have time to review and read every portion of the label and inspect in detail the rear label which depicts in small print the ingredients.

39. **Defendants' Knowledge**. Defendants knew, or should have known, that the Naturally Flavored Representation is false, misleading, deceptive, and unlawful, at the time that Defendants manufactured, marketed, advertised, labeled, and sold the Products using the Naturally Flavored

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[13] Grunert, Klaus, et. al, *Nutrition knowledge, and use and understanding of nutrition information on food labels among consumers in the UK*, 55 Appetite 177, at 179-181 (2010) available at https://reader.elsevier.com/reader/sd/pii/S0195666310003661?token=95E4146C1BB7D7A7C9A487F22F0B445BD44499550086E04870765EBE116ED32DBFE3795E60B69C75831563CD1BC6655A&originRegion=us-east-1&originCreation=20220720162546 (consumer purchasing behavior study using in-store observation and interview data collection methodology to realistically estimate the degree consumers use nutritional information (found on side/back panels of food product labels and packaging), finding: (1) only **11.6% of respondents**, who looked at a product and placed it in their shopping cart, **were actually observed looking at the side/back panels of its packaging or labels** (panels other than the front panel) before placing it in the cart; (2) of those who looked at the side/back panels, only 31.8% looked at it the product "in detail" (i.e., 3.7% of respondents who looked at the product, looked at side/back panels in detail)); and (3) the **respondents self-reported frequency of reviewing side/back panels** (for nutritional information) **is overreported by 50%** when the in-store interview data and observational data are compared); Grunert, Klaus, et. al, *Use and understanding of nutrition information on food labels in six European countries*, 18(3) Journal of Public Health 261, 261, 263, 266 (2010), available at https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2967247/ (last accessed July 20, 2022) (consumer purchasing behavior study using in-store observation and interview data collection methodology to evaluate whether people look at food labels before buying them, where they looked, and how long they looked, finding: (1) respondents spent, on average, approximately 35 seconds, per product, on products they bought; and (2) 62.6% of respondents looked at the front packaging, and **only 7.7% looked elsewhere (side/back panels) on the packaging**, for products they bought); Benn, Yael, et al., *What information do consumers consider and how do they look for it, when shopping for groceries online*, 89 Appetite 265, 265, 270 (2015), available at https://www.sciencedirect.com/science/article/pii/S0195666315000422#bib0060 (last accessed December 31, 2025) (consumer purchasing behavior study using online eye-movement tracking and recordation, finding: (1) once on the product webpages, respondents tend to look at the pictures of products, rather than examine detailed product information; and (2) by comparison to pictures of products where 13.83-19.07% of respondents fixated, far less fixated on subsidiary information: 4.17% of respondents looked at nutrition information, 3.30% ingredients, 2.97% allergy information, and 0.09% recycling information for example).

[14] Randall Beard, *Make the Most of Your Brand's 20-Second Window*, NIELSEN (Jan. 13, 2015), https://www.nielsen.com/us/en/insights/article/2015/make-the-most-of-your-brands-20-second-windown/ (citing *Shopping Takes Only Seconds… In-Store and Online*, EHRENBERG-BASS INSTITUTE OF MARKETING SCIENCE (2015)) (last visited 12/09/2025).

Representation to Plaintiffs and the Class. Defendants intentionally and deliberately used Naturally Flavored Representation, alongside its massive marketing campaign and brand strategy, to cause Plaintiffs and similarly situated consumers to buy the Products believing that the Naturally Flavored Representation is true.

a. **Knowledge of Falsity.** Defendants marketed the Products with the Naturally Flavored Representation, but Defendants opted to formulate and manufacture them in a manner that does not conform to this representation. Specifically, Defendants advertised and labeled the Products with the Naturally Flavored Representation, but, instead of using only natural flavor ingredients, Defendants chose to make the Products with citric acid, a well-documented artificial flavoring ingredient.

b. **Knowledge of Reasonable Consumers' Perception.** Defendants knew, or should have known, that the Naturally Flavored Representation would lead reasonable consumers into believing that the Products' flavors were natural—i.e., the Products do not contain artificial flavors. Not only have Defendants labeled the Products with the Naturally Flavored Representation and executed a long-standing brand strategy and advertising campaign to identify the Products with the Naturally Flavored Representation, but Defendants also have an obligation under section 5 of the Federal Trade Commission Act, codified at 15 U.S.C. §§ 45, to evaluate its marketing claims from the perspective of the reasonable consumer. That means Defendants were statutorily obligated to consider whether the Naturally Flavored Representation, be it in isolation or conjunction with its marketing campaign, would mislead reasonable consumers into believing that the Products were made of only natural flavoring ingredients. Thus, Defendants either knew the Naturally Flavored Representation was misleading before they marketed the Products to the Class, including Plaintiffs, or Defendants would have known that it was deceptive had Defendants complied with its statutory obligations.

c. **Knowledge of Materiality.** Defendants knew or should have known that the Naturally Flavored Representation is material to consumers. ***First***, manufacturers and marketers, like Defendants, generally reserve the front primary display panel of labels on consumer products for the most important and persuasive information, which they believe will motivate consumers to buy the products. Here, the conspicuousness of the Naturally Flavored Representation on the Products' labels demonstrate Defendants' awareness of its importance to consumers and Defendants' understanding that consumers prefer and are motivated to buy products that conform to the Naturally Flavored Representation. ***Second***, manufacturers and marketers repeat marketing claims to emphasize and characterize a brand or product line, shaping the consumers' expectations, because they believe those repeated messages will drive consumers to buy the Products. Here, the constant, unwavering use of the Naturally Flavored Representation on the Products, advertisements, and throughout Defendants' marketing campaign, evidence Defendants' awareness that the falsely advertised Product-attribute is important to consumers. It also evidences Defendants' intent to convince consumers that the Products conform to the Naturally Flavored Representation and, ultimately, drive sales.

d. **Defendants Continued Deception, Despite Their Knowledge.** Defendants, as the manufacturers and marketers of the Products, had exclusive control over the Naturally Flavored Representation's inclusion on the Products' labels, and advertisements—i.e., Defendants readily and easily could have stopped using the Naturally Flavored Representation to sell the Products. However, despite Defendants' knowledge of the Naturally Flavored Representation's falsity, and Defendants' knowledge that consumers reasonably rely on the Naturally Flavored Representation in deciding to buy the Products, Defendants deliberately chose to market the Products with the Naturally Flavored Representation thereby misleading consumers into buying or otherwise overpaying for the Products. Thus, Defendants knew, or should have known, at all relevant times, that the Naturally Flavored Representation misleads reasonable consumers, such as Plaintiffs, into buying the Products to attain the product-attributes that Defendants falsely advertised and warranted. Indeed, notwithstanding Plaintiffs' demand to Defendants to stop misleading consumers with the Naturally Flavored Representation, Defendants have continued to market the Products using the Naturally Flavored Representation.

40. By letter dated March 16, 2026, Plaintiffs advised Defendants of their false and misleading claims pursuant to California Civil Code Section 1782, subdivision (a) regarding Defendants' use of citric acid – an artificial flavoring ingredient. Plaintiffs have provided Defendants with notice of their violations of the CLRA pursuant to Civil Code § 1782(a).

C. The Products Are Substantially Similar

41. As described supra, Plaintiffs purchased the Seven Select Cherry Cheese Danish (the "Purchased Product"). The additional unpurchased products are substantially similar to the Purchased Product.

a. **Defendants.** All Products are manufactured, sold, marketed, advertised, labeled, and packaged by the Defendants.

b. **Brand.** All Products are sold under the Seven Select brand name.

c. **Marketing Demographics.** All Products are marketed directly to consumers for personal use.

d. **Purpose**. All Products are intended for the primary purpose of consumption.

e. **False Advertising Claims.** All Products contain the same Naturally Flavored Representation on the Products' labeling and packaging. In addition, all Products prominently display the Naturally Flavored Representation on the front label in order to focus the consumer's attention on the Naturally Flavored Representation.

f. **Key Ingredients.** All Products contain citric acid, an artificial flavoring ingredient.

g. **Misleading Effect.** The misleading effect of the Naturally Flavored Representation on consumers are the same for all Products—consumers are tricked into buying or otherwise over-paying a premium for Products that are composed of no exclusively natural flavors without significant chemical modification, but they receive Products that, contrary to the Products' labels, also contain citric acid, an artificial flavoring ingredient.

D. <u>No Adequate Remedy at Law</u>

42. **No Adequate Remedy at Law.** Plaintiffs and members of the Class are entitled to equitable relief as no adequate remedy at law exists.

a. **Broader Statutes of Limitations.** The statutes of limitations for the causes of action pled herein vary. The limitations period is four years for claims brought under the UCL, which is one year longer than the statutes of limitations under the FAL and CLRA. In addition, the statutes of limitations vary for certain states' laws for breach of warranty and unjust enrichment/restitution, between approximately 2 and 6 years. Thus, California Subclass members who purchased the Products more than 3 years prior to the filing of the complaint will be barred from recovery if equitable relief were not permitted under the UCL. Similarly, Nationwide Class members who purchased the Products prior to the furthest reach-back under the statute of limitations for breach of warranty, will be barred from recovery if equitable relief were not permitted for restitution/unjust enrichment.

b. **Broader Scope of Conduct.** In addition, the scope of actionable misconduct under the unfair prong of the UCL is broader than the other causes of action asserted herein. It includes, for example, Defendants' overall unfair marketing scheme to promote and brand the Products with the Naturally Flavored Representation, across a multitude of media platforms, including the Products' labels, over a long period of time, in order to gain an unfair advantage over competitor products and to take advantage of consumers' desire for products that comport with the Naturally Flavored Representation. The UCL also creates a cause of action for violations of law (such as statutory or regulatory requirements and court orders related to similar representation and omission made on the type of products at issue). Thus, Plaintiffs and Class members may be entitled to restitution under the UCL, while not entitled to damages under other causes of action asserted herein (e.g., the FAL requires actual or constructive knowledge of the falsity; the CLRA is limited to certain types of plaintiff (an individual who seeks or acquires, by purchase or lease, any goods or services for personal, family, or household purposes) and other statutorily enumerated conduct). Similarly, unjust enrichment/restitution is broader than breach of warranty. For example, in some states, breach of warranty may require privity of contract or pre-lawsuit notice, which are not typically required to establish unjust enrichment/restitution. Thus, Plaintiffs and Class members may be entitled to recover under unjust enrichment/restitution, while not entitled to damages under breach of warranty, because they purchased the products from third-party retailers or did not provide adequate notice of a breach prior to the commencement of this action.

c. **Injunctive Relief to Cease Misconduct and Dispel Misperception.** Injunctive relief is appropriate on behalf of Plaintiffs and members of the Class because Defendants continue to misrepresent the Products with the Naturally Flavored Representation. Injunctive relief is necessary to prevent Defendants from continuing to engage in the unfair, fraudulent, and/or unlawful conduct described herein and to prevent future harm—none of which can be achieved through available legal remedies (such as monetary damages to compensate past harm). Further, injunctive relief, in the form of affirmative disclosures is necessary to dispel the public misperception about the Products that has resulted from years of Defendants' unfair, fraudulent, and unlawful marketing efforts. Such disclosures would include, but are not limited to, publicly disseminated statements that the Products' Naturally Flavored Representation is not true and providing accurate information about the Products' true nature; and/or requiring prominent qualifications and/or disclaimers on the Products' front label concerning the Products' true nature. An injunction requiring affirmative disclosures to dispel the public's misperception and prevent the ongoing deception and repeat purchases based thereon, is also not available through a legal remedy (such as monetary damages). In addition, Plaintiffs are *currently* unable to accurately quantify the damages caused by Defendants' future harm, because discovery and Plaintiffs' investigation have not yet completed, rendering injunctive relief all the more necessary. For example, because the court has not yet certified any class, the following remains unknown: the scope of the class, the identities of its members, their respective purchasing practices, prices of past/future Products' sales, and quantities of past/future Products' sales.

d. **Public Injunction.** Further, because a "public injunction" is available under the UCL, damages will not adequately "benefit the general public" in a manner equivalent to an injunction.

e. **California vs. Nationwide Class Claims**. Violation of the UCL, FAL, and CLRA are claims asserted on behalf of Plaintiffs and the California Subclass against Defendant, while breach of warranty and unjust enrichment/restitution are asserted on behalf of Plaintiffs and the Nationwide Class. Dismissal of farther-reaching claims, such as restitution, would bar recovery for non-California members of the Class. In other words, legal remedies available or adequate under the California-specific causes of action (such as the UCL, FAL, and CLRA) have no impact on this Court's jurisdiction to award equitable relief under the remaining causes of action asserted on behalf of non-California putative class members.

CLASS ALLEGATIONS

43. **Class Definition**. Plaintiffs bring this action as a class action pursuant to Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3) on behalf of themselves and all others similarly situated, and as members of the Classes defined as follows:

> All persons or entities that, within four years prior to the filing of this Complaint through present, purchased the Products in the United States, displaying the Naturally Flavored Representation on the Products' labels, for purposes other than resale ("**Nationwide Class**"); and
>
> All persons or entities that, within four years prior to the filing of this Complaint through present, purchased the Products in California, displaying the Naturally Flavored Representation on the Products' labels, for purposes other than resale ("**California Subclass**")

("Nationwide Class" and "California Subclass," collectively, "**Class**").

44. **Class Definition Exclusions.** Excluded from the Class are: (i) Defendants, their assigns, successors, and legal representatives; (ii) any entities in which Defendants have controlling interests; (iii) federal, state, and/or local governments, including, but not limited to, their departments, agencies, divisions, bureaus, boards, sections, groups, counsels, and/or subdivisions; and (iv) any judicial officer presiding over this matter and person within the third degree of consanguinity to such judicial officer.

45. **Reservation of Rights to Amend the Class Definition.** Plaintiffs reserve the right to amend or otherwise alter the class definitions presented to the Court at the appropriate time in response to facts learned through discovery, legal arguments advanced by Defendants, or otherwise.

46. **Numerosity:** Members of the Class are so numerous that joinder of all members is impracticable. Upon information and belief, the Nationwide Class consists of tens of thousands of purchasers (if not more) dispersed throughout the United States, and the California Subclass likewise consists of thousands of purchasers (if not more) dispersed throughout the State of California. Accordingly, it would be impracticable to join all members of the Class before the Court.

47. **Common Questions Predominate:** There are numerous and substantial questions of law or fact common to all members of the Class that predominate over any individual issues. Included within the common questions of law or fact are:

a. Whether Defendants engaged in unlawful, unfair or deceptive business practices by advertising and selling the Products;

b. Whether Defendants' conduct of advertising and selling the Products as being naturally flavored, creating the reasonable assumption that the Products do not contain any artificial flavoring ingredients, when the Products contain citric acid, constitutes an unfair method of competition, or unfair or deceptive act or practice, in violation of Civil Code section 1750, *et seq.*

c. Whether Defendants used deceptive representation in connection with the sale of the Products in violation of Civil Code section 1750, *et seq.*;

d. Whether Defendants represented that the Products have characteristics or quantities that they do not have in violation of Civil Code section 1750, *et seq.*;

e. Whether Defendants advertised the Products with intent not to sell it as advertised in violation of Civil Code section 1750, *et seq.*;

f. Whether Defendants' labeling and advertising of the Products are untrue or misleading in violation of Business and Professions Code section 17500, *et seq.*;

g. Whether Defendants knew or by the exercise of reasonable care should have known its labeling and advertising was and is untrue or misleading in violation of Business and Professions Code section 17500, *et seq.*;

h. Whether Defendants' conduct is an unfair business practice within the meaning of Business and Professions Code section 17200, *et seq.*

i. Whether Defendants' conduct is a fraudulent business practice within the meaning of Business and Professions Code section 17200, *et seq.*

j. Whether Defendants' conduct is an unlawful business practice within the meaning of Business and Professions Code section 17200, *et seq.*;

k. Whether Plaintiffs and the Class paid more money for the Products than they actually received;

l. How much more money Plaintiffs and the Class paid for the Products than they actually received;

m. Whether Defendants' conduct constitutes breach of warranty;

n. Whether Plaintiffs and the Class are entitled to injunctive relief; and

o. Whether Defendants were unjustly enriched by its unlawful conduct.

48. **Typicality**: Plaintiffs' claims are typical of the claims of the Class Members they seeks to represent because Plaintiffs, like the Class Members, purchased Defendants' misleading and deceptive Products. Defendants' unlawful, unfair and/or fraudulent actions concern the same business practices described herein irrespective of where they occurred or were experienced. Plaintiffs and the Class sustained similar injuries arising out of Defendants' conduct. Plaintiffs' and Class Members' claims arise from the same practices and course of conduct and are based on the same legal theories.

49. **Adequacy**: Plaintiffs are adequate representatives of the Class they seek to represent because their interests do not conflict with the interests of the Class Members Plaintiffs seek to represent. Plaintiffs will fairly and adequately protect Class Members' interests and have retained counsel experienced and competent in the prosecution of complex class actions, including complex questions that arise in consumer protection litigation.

50. **Superiority and Substantial Benefit:** A class action is superior to other methods for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Class is impracticable and no other group method of adjudication of all claims asserted herein is more efficient and manageable for at least the following reasons:

a. The claims presented in this case predominate over any questions of law or fact, if any exist at all, affecting any individual member of the Class;

b. Absent a Class, the members of the Class will continue to suffer damage and Defendants' unlawful conduct will continue without remedy while Defendants profit from and enjoy its ill-gotten gains;

c. Given the size of individual Class Members' claims, few, if any, Class Members could afford to or would seek legal redress individually for the wrongs Defendants committed against them, and absent Class Members have no substantial interest in individually controlling the prosecution of individual actions;

d. When the liability of Defendants has been adjudicated, claims of all members of the Class can be administered efficiently and/or determined uniformly by the Court; and

e. This action presents no difficulty that would impede its management by the Court as a class action, which is the best available means by which Plaintiffs and Class Members can seek redress for the harm caused to them by Defendant.

51. **Inconsistent Rulings.** Because Plaintiffs seek relief for all members of the Class, the prosecution of separate actions by individual members would create a risk of inconsistent or varying adjudications with respect to individual members of the Class, which would establish incompatible standards of conduct for Defendants.

52. **Injunctive/Equitable Relief.** The prerequisites to maintaining a class action for injunctive or equitable relief pursuant to Fed. R. Civ. P. 23(b)(2) are met as Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or equitable relief with respect to the Class as a whole.

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53. **Manageability.** Plaintiffs and Plaintiffs' counsel are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

COUNT ONE

Violation of California Unfair Competition Law

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

(*On Behalf of the California Subclass*)

54. **Incorporation by Reference.** Plaintiffs re-allege and incorporate by reference all allegations contained in this complaint, as though fully set forth herein.

55. **California Subclass.** This cause of action is brought pursuant to Business and Professions Code Section 17200, *et seq*., on behalf of Plaintiffs and a California Subclass who purchased the Products within the applicable statute of limitations.

56. **The UCL.** California Business & Professions Code, sections 17200, *et seq.* (the **"UCL"**) prohibits unfair competition and provides, in pertinent part, that "unfair competition shall mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading advertising."

57. **False Advertising Claims.** Defendants, in their labeling and advertising of the Products, made false and misleading statements and fraudulent omissions regarding the quality and characteristics of the Products—specifically, the Naturally Flavored Representation (i.e., that the Products contain no artificial flavors) — despite the fact the Products contain citric acid, a well-documented artificial flavoring ingredient. Such claim and omission appear on the front labels of the Products, which are sold at retail stores, point-of-purchase displays, and online.

58. **Defendants' Deliberately False and Fraudulent Marketing Scheme.** Defendants do not have any reasonable basis for the claims about the Products made in Defendants' advertising and on Defendants' labeling because the Products contain citric acid, a well-documented artificial flavoring agent. Defendants knew and know that the Products contain citric acid, yet Defendants intentionally advertise and market the Products to cause reasonable consumers to believe that the Products have only natural flavors.

59. **False Advertising Claims Cause Purchase of Products.** Defendants' labeling and advertising of the Products led to, and continue to lead to, reasonable consumers, including Plaintiffs, believing that the Products are free from artificial flavoring ingredients, to the exclusion of artificial flavors.

60. **Injury In Fact.** Plaintiffs and the California Subclass have suffered injury in fact and have lost money or property as a result of and in reliance upon Defendants' Naturally Flavored Representation—namely Plaintiffs and the California Subclass lost the purchase price for the Products they bought from Defendants.

61. **Conduct Violates the UCL.** Defendants' conduct, as alleged herein, constitutes unfair, unlawful, and fraudulent business practices pursuant to the UCL. The UCL prohibits unfair competition and provides, in pertinent part, that "unfair competition shall mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading advertising." Cal. Bus & Prof. Code § 17200. In addition, Defendants' use of various forms of advertising media to advertise, call attention to, or give publicity to the sale of goods or merchandise that are not as represented in any manner constitutes unfair competition, unfair, deceptive, untrue or misleading advertising, and an unlawful business practice within the meaning of Business and Professions Code Sections 17200 and 17531, which advertisements have deceived and are likely to deceive the consuming public, in violation of Business and Professions Code Section 17200.

62. **No Reasonably Available Alternatives/Legitimate Business Interests.** Defendants failed to avail themselves of reasonably available, lawful alternatives to further its legitimate business interests.

63. **Business Practice.** All of the conduct alleged herein occurred and continues to occur in Defendants' business. Defendants' wrongful conduct is part of a pattern, practice and/or generalized course of conduct, which will continue on a daily basis until Defendants voluntarily alter its conduct or Defendants are otherwise ordered to do so.

64. **Injunction.** Pursuant to Business and Professions Code Sections 17203 and 17535, Plaintiffs and the members of the California Subclass seek an order of this Court enjoining Defendants from continuing to engage, use, or employ their practice of labeling and advertising the

sale and use of the Products. Likewise, Plaintiffs and the members of the California Subclass seek an order requiring Defendants to disclose such misrepresentation, and to preclude Defendants' failure to disclose the existence and significance of said misrepresentation.

65. **Causation/Damages.** As a direct and proximate result of Defendants' misconduct in violation of the UCL, Plaintiffs and members of the California Subclass were harmed in the amount of the purchase price they paid for the Products. Further, Plaintiffs and members of the California Subclass have suffered and continue to suffer economic losses and other damages including, but not limited to, the amounts paid for the Products, and any interest that would have accrued on those monies, in an amount to be proven at trial. Accordingly, Plaintiffs seek a monetary award for violation of the UCL in damages, restitution, and/or disgorgement of ill-gotten gains to compensate Plaintiffs and the California Subclass for said monies, as well as injunctive relief to enjoin Defendants' misconduct to prevent ongoing and future harm that will result.

66. **Punitive Damages.** Plaintiffs seek punitive damages pursuant to this cause of action for violation of the UCL on behalf of Plaintiffs and the California Subclass. Defendants' unfair, fraudulent, and unlawful conduct described herein constitutes malicious, oppressive, and/or fraudulent conduct warranting an award of punitive damages as permitted by law. Defendants' misconduct is malicious as Defendants acted with the intent to cause Plaintiffs and consumers to pay for Products that they were not, in fact, receiving. Defendants willfully and knowingly disregarded the rights of Plaintiffs and consumers as Defendants were, at all times, aware of the probable dangerous consequences of their conduct and deliberately failed to avoid misleading consumers, including Plaintiffs. Defendants' misconduct is oppressive as, at all relevant times, said conduct was so vile, base, and/or contemptible that reasonable people would look down upon it and/or otherwise would despise such corporate misconduct. Said misconduct subjected Plaintiffs and consumers to cruel and unjust hardship in knowing disregard of their rights. Defendants' misconduct is fraudulent as Defendants intentionally misrepresented and/or concealed material facts with the intent to deceive Plaintiffs and consumers. The wrongful conduct constituting malice, oppression, and/or fraud was committed, authorized, adopted, approved, and/or ratified by officers, directors, and/or managing agents of Defendants.

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"Unfair" Prong

67. **Unfair Standard.** Under the UCL, a challenged activity is "unfair" when "any injury it causes outweighs any benefits provided to consumers and the injury is one that the consumers themselves could not reasonably avoid." *Camacho v. Auto Club of Southern California,* 142 Cal. App. 4th 1394, 1403 (2006).

68. **Injury.** Defendants' actions of mislabeling the Products with the Naturally Flavored Representation do not confer any benefit to consumers; rather, doing so causes injuries to consumers, who do not receive products commensurate with their reasonable expectations, overpay for the Products, and receive products of lesser standards than what they reasonably expected to receive. Consumers cannot avoid any of the injuries caused by Defendants' deceptive labeling and/or advertising of the Products. Accordingly, the injuries caused by Defendants' deceptive labeling and advertising outweigh any benefits.

69. **Balancing Test.** Some courts conduct a balancing test to decide if a challenged activity amounts to unfair conduct under California Business and Professions Code Section 17200. They "weigh the utility of the Defendants' conduct against the gravity of the harm to the alleged victim." *Davis v. HSBC Bank Nevada, N.A.,* 691 F.3d 1152, 1169 (9th Cir. 2012).

70. **No Utility.** Here, Defendants' conduct of labeling the Products as being "naturally flavored"—when the Products contain citric acid, has no utility and financially harms purchasers. Thus, the utility of Defendants' conduct is vastly outweighed by the gravity of harm.

71. **Legislative Declared Policy.** Some courts require that "unfairness must be tethered to some legislative declared policy or proof of some actual or threatened impact on competition." *Lozano v. AT&T Wireless Servs. Inc.,* 504 F. 3d 718, 735 (9th Cir. 2007).

72. **Unfair Conduct.** Defendants' labeling and advertising of the Products, as alleged herein, is false, deceptive, misleading, and unreasonable, and constitutes unfair conduct. Defendants knew or should have known of their unfair conduct. Defendants' misrepresentation constitutes an unfair business practice within the meaning of California Business and Professions Code Section 17200.

73. **Reasonably Available Alternatives.** There existed reasonably available alternatives to further Defendants' legitimate business interests, other than the conduct described herein. Defendants could have refrained from labeling the Products with the Naturally Flavored Representation.

74. **Defendants' Wrongful Conduct.** All of the conduct alleged herein occurs and continues to occur in Defendants' business. Defendants' wrongful conduct is part of a pattern or generalized course of conduct repeated on thousands of occasions daily.

75. **Injunction.** Pursuant to Business and Professions Code Sections 17203, Plaintiffs and the California Subclass seek an order of this Court enjoining Defendants from continuing to engage, use, or employ their practices of labeling the Products with the Naturally Flavored Representation.

76. **Causation/Damages.** Plaintiffs and the California Subclass have suffered injury in fact and have lost money as a result of Defendants' unfair conduct. Plaintiffs and the California Subclass paid an unwarranted premium for the Products. Specifically, Plaintiffs and the California Subclass paid for Products that are supposedly free from artificial flavoring ingredients and any flavors that have been materially altered through chemical processing, but instead purchased Products that contain citric acid, a well-documented artificial flavoring agent. Plaintiffs and the California Subclass would not have purchased the Products, or would have paid substantially less for the Products, if they had known that the Products' advertising and labeling were deceptive. Accordingly, Plaintiffs seek damages, restitution and/or disgorgement of ill-gotten gains pursuant to the UCL.

"Fraudulent" Prong

77. **Fraud Standard.** The UCL considers conduct fraudulent (and prohibits said conduct) if it is likely to deceive members of the public. *Bank of the West v. Superior Court*, 2 Cal. 4th 1254, 1267 (1992).

78. **Fraudulent & Material Naturally Flavored Representation.** Defendants used the Naturally Flavored Representation with the intent to sell the Products to consumers, including Plaintiffs and the California Subclass. The Naturally Flavored Representation is false, and Defendants knew or should have known of its falsity. The Naturally Flavored Representation is

likely to deceive consumers into purchasing the Products because it is material to the average, ordinary, and reasonable consumer.

79. **Fraudulent Business Practice.** As alleged herein, the misrepresentation by Defendants constitutes a fraudulent business practice in violation of California Business & Professions Code Section 17200.

80. **Reasonable and Detrimental Reliance.** Plaintiffs and the California Subclass reasonably and detrimentally relied on the material and false Naturally Flavored Representation to their detriment in that they purchased the Products.

81. **Reasonably Available Alternatives.** Defendants had reasonably available alternatives to further their legitimate business interests, other than the conduct described herein. Defendants could have refrained from labeling the Products with the Naturally Flavored Representation. Alternatively, they could have refrained from including citric acid as an ingredient within the Products.

82. **Business Practice.** All of the conduct alleged herein occurs and continues to occur in Defendants' business. Defendants' wrongful conduct is part of a pattern or generalized course of conduct.

83. **Injunction.** Pursuant to Business and Professions Code Sections 17203, Plaintiffs and the California Subclass seek an order of this Court enjoining Defendants from continuing to engage, use, or employ their practice of labeling the Products with the Naturally Flavored Representation.

84. **Causation/Damages.** Plaintiffs and the California Subclass have suffered injury in fact and have lost money as a result of Defendants' unfair conduct. Plaintiffs and the California Subclass paid an unwarranted premium for the Products. Specifically, Plaintiffs and the California Subclass paid for Products that supposedly contained no artificial flavors, but instead purchased Products that contain citric acid, a well-documented artificial flavoring agent. Plaintiffs and the California Subclass would not have purchased the Products, or would have paid substantially less for the Products, if they had known that the Products' advertising and labeling were deceptive. Accordingly, Plaintiffs seek damages, restitution and/or disgorgement of ill-gotten gains pursuant to the UCL.

<u>"Unlawful" Prong</u>

85. **Unlawful Standard.** The UCL identifies violations of other laws as "unlawful practices that the unfair competition law makes independently actionable." *Velazquez v. GMAC Mortg. Corp.*, 605 F. Supp. 2d 1049, 1068 (C.D. Cal. 2008).

86. **Violations of CLRA and FAL.** Defendants' labeling of the Products, as alleged herein, violates California Civil Code sections 1750, *et seq.* (the "**CLRA**") and California Business and Professions Code sections 17500, *et seq.* (the "**FAL**") as set forth below in the sections regarding those causes of action.

87. **Additional Violations.** Defendants' conduct in making the false representation described herein constitutes a knowing failure to adopt policies in accordance with and/or adherence to applicable laws, as set forth herein, all of which are binding upon and burdensome to its competitors. This conduct engenders an unfair competitive advantage for Defendants, thereby constituting an unfair, fraudulent and/or unlawful business practice under California Business & Professions Code sections 17200-17208. Additionally, Defendants' misrepresentation of material facts, as set forth herein, violates California Civil Code sections 1572, 1573, 1709, 1710, 1711, and 1770, as well as the common law.

88. **Violation of 21 CFR § 101.22(j).** Defendant further violates 21 C.F.R. § 101.22(j), which requires that any food containing an added chemical preservative bear a label declaration identifying both the common or usual name of the ingredient and a separate description of its preservative function, such as "preservative," "to retard spoilage," "a mold inhibitor," "to help protect flavor," or "to promote color retention." The Products contain citric acid, which is ***<u>also</u>*** a chemical preservative as defined by the FDA. However, Defendant fails to disclose citric acid's preservative function on the Products' labels.

89. **Unlawful Conduct.** Defendants' labeling and advertising of the Products, as alleged herein, are false, deceptive, misleading, and unreasonable, and constitute unlawful conduct. Defendants knew or should have known of its unlawful conduct.

90. **Reasonably Available Alternatives.** Defendants had reasonably available alternatives to further their legitimate business interests, other than the conduct described herein.

Defendants could have refrained from labeling the Products with the Naturally Flavored Representation and/or omitting the use of artificial flavoring ingredients or any flavors with significant chemical modification within the Products.

91. **Business Practice.** All of the conduct alleged herein occurs and continues to occur in Defendants' business. Defendants' wrongful conduct is part of a pattern or generalized course of conduct.

92. **Injunction.** Pursuant to Business and Professions Code Section 17203, Plaintiffs and the California Subclass seek an order of this Court enjoining Defendants from continuing to engage, use, or employ their practice of false and deceptive advertising of the Products.

93. **Causation/Damages.** Plaintiffs and the California Subclass have suffered injury in fact and have lost money as a result of Defendants' unfair conduct. Plaintiffs and the California Subclass paid an unwarranted premium for the Products. Specifically, Plaintiffs and the California Subclass paid for Products that were supposedly free from artificial flavors and any flavoring ingredients that are subject to synthetic or intensive chemical processing, but instead purchased Products that contain citric acid – an artificial flavoring ingredient. Plaintiffs and the California Subclass would not have purchased the Products, or would have paid substantially less for the Products, if they had known that the Products' advertising and labeling were deceptive. Accordingly, Plaintiffs seek damages, restitution and/or disgorgement of ill-gotten gains pursuant to the UCL.

COUNT TWO

Violation of California False Advertising Law

Cal. Bus. & Prof. Code §§ 17500, *et seq.*

(*On Behalf of the California Subclass*)

94. **Incorporation by reference.** Plaintiffs re-allege and incorporate by reference all allegations contained in this complaint, as though fully set forth herein.

95. **California Subclass.** Plaintiffs bring this claim individually and on behalf of the California Subclass who purchased the Products within the applicable statute of limitations.

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96. **FAL Standard.** The False Advertising Law, codified at Cal. Bus. & Prof. Code section 17500, *et seq.*, prohibits "unfair, deceptive, untrue or misleading advertising[.]"

97. **False & Material Naturally Flavored Representation Disseminated to Public.** Defendants violated section 17500 when they advertised and marketed the Products through the unfair, deceptive, untrue, and misleading Naturally Flavored Representation disseminated to the public through the Products' labeling, marketing, and advertising. This representation was false because the Products do not conform to it. The representation was material because it is likely to mislead a reasonable consumer into purchasing the Products.

98. **Knowledge.** In making and disseminating the representation alleged herein, Defendants knew or should have known that the representation was untrue or misleading, and acted in violation of § 17500.

99. **Intent to Sell.** Defendants' Naturally Flavored Representation was specifically designed to induce reasonable consumers, like Plaintiffs and the California Subclass, to purchase the Products.

100. **Causation/Damages.** As a direct and proximate result of Defendants' misconduct in violation of the FAL, Plaintiffs and members of the California Subclass were harmed in the amount of the purchase price they paid for the Products. Further, Plaintiffs and members of the Class have suffered and continue to suffer economic losses and other damages including, but not limited to, the amounts paid for the Products, and any interest that would have accrued on those monies, in an amount to be proven at trial. Accordingly, Plaintiffs seek a monetary award for violation of the FAL in damages, restitution, and/or disgorgement of ill-gotten gains to compensate Plaintiffs and the California Subclass for said monies, as well as injunctive relief to enjoin Defendants' misconduct prevent ongoing and future harm that will result.

101. **Punitive Damages.** Defendants' unfair, fraudulent, and unlawful conduct described herein constitutes malicious, oppressive, and/or fraudulent conduct warranting an award of punitive damages as permitted by law. Defendants' misconduct is malicious as Defendants acted with the intent to cause Plaintiffs and consumers to pay for Products that they were not, in fact, receiving. Defendants willfully and knowingly disregarded the rights of Plaintiffs and consumers as

Defendants were aware of the probable dangerous consequences of its conduct and deliberately failed to avoid misleading consumers, including Plaintiffs. Defendants' misconduct is oppressive as, at all relevant times, said conduct was so vile, base, and/or contemptible that reasonable people would look down upon it and/or otherwise would despise such corporate misconduct. Said misconduct subjected Plaintiffs and consumers to cruel and unjust hardship in knowing disregard of their rights. Defendants' misconduct is fraudulent as Defendants, at all relevant times, intentionally misrepresented and/or concealed material facts with the intent to deceive Plaintiffs and consumers. The wrongful conduct constituting malice, oppression, and/or fraud was committed, authorized, adopted, approved, and/or ratified by officers, directors, and/or managing agents of Defendants.

COUNT THREE

Violation of California Consumers Legal Remedies Act

Cal. Civ. Code §§ 1750, *et seq.*

(*On Behalf of the California Subclass*)

102. **Incorporation by Reference.** Plaintiffs re-allege and incorporate by reference all allegations contained in this complaint, as though fully set forth herein.

103. **California Subclass.** Plaintiffs bring this claim individually and on behalf of the California Subclass who purchased the Products within the applicable statute of limitations.

104. **CLRA Standard.** The CLRA provides that "unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer are unlawful.

105. **Goods/Services.** The Products are each a "good," as defined by the CLRA in California Civil Code §1761(a).

106. **Defendants.** Defendants are each a "person," as defined by the CLRA in California Civil Code §1761(c).

107. **Consumers.** Plaintiffs and members of the California Subclass are "consumers," as defined by the CLRA in California Civil Code §1761(d).

108. **Transactions.** The purchase of the Products by Plaintiffs and members of the California Subclass are "transactions" as defined by the CLRA under California Civil Code § 1761(e).

109. **Violations of the CLRA.** Defendants violated the following sections of the CLRA by selling the Products to Plaintiffs and the California Subclass through the false, misleading, deceptive, and fraudulent Naturally Flavored Representation.

a. Section 1770(a)(5) by representing that the Products have "characteristics, . . . uses [or] benefits . . . which [they] do not have."

b. Section 1770(a)(7) by representing that the Products "[are] of a particular standard, quality, or grade . . . [when] [they are] of another."

c. Section 1770(a)(9) by advertising the Products "with [the] intent not to sell [them] as advertised."

110. **Knowledge.** Defendants' uniform and material representation regarding the Products were likely to deceive, and Defendants knew or should have known that their representation was untrue and misleading.

111. **Malicious.** Defendants' conduct is malicious, fraudulent, and wanton in that Defendants intentionally misled and withheld material information from consumers, including Plaintiffs, to increase the sale of the Products.

112. **Plaintiffs Could Not Have Avoided Injury.** Plaintiffs and members of the California Subclass could not have reasonably avoided such injury. Plaintiffs and members of the California Subclass were unaware of the existence of the facts that Defendants suppressed and failed to disclose, and Plaintiffs and members of the California Subclass would not have purchased the Products and/or would have purchased them on different terms had they known the truth.

113. **Causation/Reliance/Materiality.** Plaintiffs and the California Subclass suffered harm as a result of Defendants' violations of the CLRA because they relied on the Naturally Flavored Representation in deciding to purchase the Products. The Naturally Flavored Representation was a substantial factor. The Naturally Flavored Representation was material

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because a reasonable consumer would consider it important in deciding whether to purchase the Products.

114. **Section 1782(d)—Prelitigation Demand/Notice.** Pursuant to California Civil Code, section 1782, more than thirty days prior to the filing of this complaint, on or around March 16, 2026, Plaintiffs' counsel, acting on behalf all members of the Class, mailed a Demand Letter, via U.S. certified mail, return receipt requested, addressed to 7-Eleven, Inc. at the following addresses

a. 3200 Hackberry Road Irving, TX 75063

b. 2595 N. Dallas Pkwy, Suite 350 Frisco, TX 75034

c. P. O. Box 711 Dallas, TX 75221

115. **Causation/Damages.** As a direct and proximate result of Defendants' misconduct in violation of the CLRA, Plaintiffs and members of the California Subclass were harmed in the amount of the purchase price they paid for the Products. Further, Plaintiffs and members of the Class have suffered and continue to suffer economic losses and other damages including, but not limited to, the amounts paid for the Products, and any interest that would have accrued on those monies, in an amount to be proven at trial. Accordingly, Plaintiffs seek a monetary award for violation of this Act in the form of damages, restitution, disgorgement of ill-gotten gains to compensate Plaintiffs and the California Subclass for said monies.

116. **Injunction.** Given that Defendants' conduct violated California Civil Code section 1780, Plaintiffs and members of the California Subclass are entitled to seek, and do hereby seek, injunctive relief to put an end to Defendants' violations of the CLRA and to dispel the public misperception generated, facilitated, and fostered by Defendants' false advertising campaign. Plaintiffs have no adequate remedy at law. Without equitable relief, Defendants' unfair and deceptive practices will continue to harm Plaintiffs and the California Subclass. Accordingly, Plaintiffs seek an injunction to enjoin Defendants from continuing to employ the unlawful methods, acts, and practices alleged herein pursuant to section 1780(a)(2), and otherwise requires Defendants to take corrective action necessary to dispel the public misperception engendered, fostered, and facilitated through Defendants' deceptive labeling of the Products with the Naturally Flavored Representation.

117. **Punitive Damages.** Defendants' unfair, fraudulent, and unlawful conduct described herein constitutes malicious, oppressive, and/or fraudulent conduct warranting an award of punitive damages as permitted by law. Defendants' misconduct is malicious as Defendants acted with the intent to cause Plaintiffs and consumers to pay for Products that they were not, in fact, receiving. Defendants willfully and knowingly disregarded the rights of Plaintiffs and consumers as Defendants were, at all times, aware of the probable dangerous consequences of its conduct and deliberately failed to avoid misleading consumers, including Plaintiffs. Defendants' misconduct is oppressive as, at all relevant times, said conduct was so vile, base, and/or contemptible that reasonable people would look down upon it and/or otherwise would despise such corporate misconduct. Said misconduct subjected Plaintiffs and consumers to cruel and unjust hardship in knowing disregard of their rights. Defendants' misconduct is fraudulent as Defendants, at all relevant times, intentionally misrepresented and/or concealed material facts with the intent to deceive Plaintiffs and consumers. The wrongful conduct constituting malice, oppression, and/or fraud was committed, authorized, adopted, approved, and/or ratified by officers, directors, and/or managing agents of Defendants. Accordingly, Plaintiffs seek an award of punitive damages against Defendants.

COUNT FOUR

Breach of Express Warranty

(Individually and On Behalf of the California Subclass)

118. **Incorporation by Reference.** Plaintiffs re-allege and incorporate by reference all allegations contained in this complaint, as though fully set forth herein.

119. **Express Warranty**. Defendants expressly warrant that the Products do not contain artificial flavors or any flavoring ingredients with significant chemical modification, as set forth above. Defendants' claims constitute an affirmation of fact, promise, and/or description of the goods that became part of the basis of the bargain and created an express warranty that the goods would conform to the stated promise. Plaintiffs placed importance on Defendants' claims.

120. All conditions precedent to Defendants' liability under this contract have been performed by Plaintiffs and the Class.

121. Defendants breached the terms of the contract, including the express warranties, with Plaintiffs and the Class by not providing Products that conform to the advertising and label claims.

122. As a result of Defendants' breach of contract, Plaintiffs and the Class have been damaged in the amount to be determined at trial.

COUNT FIVE

Unjust Enrichment/Restitution

(*On Behalf of the Nationwide Class and California Subclass*)

123. **Incorporation by Reference.** Plaintiffs re-allege and incorporate by reference all allegations contained in this complaint, as though fully set forth herein.

124. **Nationwide Class & California Subclass.** Plaintiffs bring this claim individually and on behalf of the Class who purchased the Products within the applicable statute of limitations.

125. **Plaintiff/Class Conferred a Benefit.** By purchasing the Products, Plaintiffs and members of the Class conferred a benefit on Defendants in the form of the purchase price of the Products.

126. **Defendants' Knowledge of Conferred Benefit.** Defendants had knowledge of such benefit and Defendants appreciated the benefit because, were consumers not to purchase the Products, Defendants would not generate revenue from the sales of the Products.

127. **Defendants' Unjust Receipt Through Deception.** Defendants' owing acceptance and retention of the benefit is inequitable and unjust because the benefit was obtained by Defendants' fraudulent, misleading, and deceptive representation and omission.

128. **Causation/Damages.** As a direct and proximate result of Defendants' unjust enrichment, Plaintiffs and members of the Class were harmed in the amount of the purchase price they paid for the Products. Further, Plaintiffs and members of the Class have suffered and continue to suffer economic losses and other damages including, but not limited to, the amounts paid for the Products, and any interest that would have accrued on those monies, in an amount to be proven at trial. Accordingly, Plaintiffs seek a monetary award for unjust enrichment in damages, restitution, and/or disgorgement of ill-gotten gains to compensate Plaintiffs and the Class for said monies, as

well as injunctive relief to enjoin Defendants' conduct to prevent ongoing and future harm that will result.

129. **Punitive Damages.** Plaintiffs seek punitive damages pursuant to this cause of action for unjust enrichment on behalf of Plaintiffs and the Class. Defendants' unfair, fraudulent, and unlawful conduct described herein constitutes malicious, oppressive, and/or fraudulent conduct warranting an award of punitive damages as permitted by law. Defendants' misconduct is malicious as Defendants acted with the intent to cause Plaintiffs and consumers to pay for Products that they were not, in fact, receiving. Defendants willfully and knowingly disregarded the rights of Plaintiffs and consumers as Defendants were aware of the probable dangerous consequences of its conduct and deliberately failed to avoid misleading consumers, including Plaintiffs. Defendants misconduct is oppressive as, at all relevant times, said conduct was so vile, base, and/or contemptible that reasonable people would look down upon it and/or otherwise would despise such corporate misconduct. Said misconduct subjected Plaintiffs and consumers to cruel and unjust hardship in knowing disregard of their rights. Defendants' misconduct is fraudulent as Defendants, at all relevant times, intentionally misrepresented and/or concealed material facts with the intent to deceive Plaintiffs and consumers. The wrongful conduct constituting malice, oppression, and/or fraud was committed, authorized, adopted, approved, and/or ratified by officers, directors, and/or managing agents of Defendants.

<u>COUNT SIX</u>

Intentional Misrepresentation

(*On Behalf of the Nationwide Class and California Subclass*)

130. **Incorporation by Reference.** Plaintiffs re-allege and incorporate by reference all allegations contained in this complaint, as though fully set forth herein.

131. **Nationwide Class & California Subclass.** Plaintiffs bring this claim individually and on behalf of the Class who purchased the Products within the applicable statute of limitations.

132. Defendants have intentionally labeled and marketed the Products with the Naturally Flavored Representation. However, the Products contain citric acid. Defendants have misrepresented the quality of ingredients contained in the Products.

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133. Defendants' misrepresentations regarding the Products are material to a reasonable consumer, as they relate to the quality of product received by consumers. A reasonable consumer would attach importance to such representations and would be induced to act thereon in making his or her purchase decision.

134. At all relevant times when such misrepresentations were made, Defendants knew or should have known that the representations were misleading.

135. Defendants intended for Plaintiffs and the Class to rely on the front labeling and marketing of the Products', as evidenced by Defendants' intentional manufacturing, marketing, labeling, and selling of Products with artificial flavoring ingredients.

136. Plaintiffs and members of the Class reasonably and justifiably relied on Defendants' intentional misrepresentations when purchasing the Products, and had they known the truth, they would not have purchased the Products or would have purchased them at significantly lower prices.

137. As a direct and proximate result of Defendants' intentional misrepresentations, Plaintiffs and members of the Class have suffered injury in fact.

COUNT SEVEN

Negligent Misrepresentation

(*On Behalf of the Nationwide Class and California Subclass*)

138. **Incorporation by Reference.** Plaintiffs re-allege and incorporate by reference all allegations contained in this complaint, as though fully set forth herein.

139. **Nationwide Class & California Subclass.** Plaintiffs bring this claim individually and on behalf of the Class who purchased the Products within the applicable statute of limitations.

140. Defendants have negligently labeled and marketed the Products with the Naturally Flavored Representation. However, the Products contain citric acid. Defendants have misrepresented the quality of ingredients contained in the Products.

141. Defendants' misrepresentations regarding the Products are material to a reasonable consumer, as they relate to the quality of product received by consumers. A reasonable consumer would attach importance to such representations and would be induced to act thereon in making his or her purchase decision.

142. At all relevant times when such misrepresentations were made, Defendants knew or should have known that the representations were misleading.

143. Defendants intended for Plaintiffs and the Class to rely on the front labeling and marketing of the Products', as evidenced by Defendants' intentional manufacturing, marketing, labeling, and selling of Products artificial flavors.

144. Plaintiffs and members of the Class reasonably and justifiably relied on Defendants' intentional misrepresentations when purchasing the Products, and had they known the truth, they would not have purchased the Products or would have purchased them at significantly lower prices.

145. As a direct and proximate result of Defendants' negligent misrepresentations, Plaintiffs and members of the Class have suffered injury in fact.

PRAYER FOR RELIEF

146. WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, pray for judgment against Defendants as follows:

a. **Certification:** For an order certifying this action as a class action, appointing Plaintiffs as the Class Representatives, and appointing Plaintiffs' Counsel as Class Counsel, consistent with applicable law;

b. **Declaratory Relief:** For an order declaring that Defendants' conduct violates the statutes and laws referenced herein, consistent with applicable law and pursuant to only those causes of action so permitted;

c. **Injunction:** For an order requiring Defendants to change its business practices to prevent or mitigate the risk of the consumer deception and violations of law outlined herein. This includes, for example, orders that Defendants immediately cease and desists from selling the unlawful Products in violation of law; that enjoin Defendants from continuing to market, advertise, distribute, and sell the Products in the unlawful manner described herein; that require Defendants to engage in an affirmative advertising campaign to dispel the public misperception of the Products resulting from Defendants' unlawful conduct; and/or that require Defendants to take all further and just corrective action, consistent with applicable law and pursuant to only those causes of action so permitted;

d. **Damages/Restitution/Disgorgement:** For an order awarding monetary compensation in the form of damages, restitution, and/or disgorgement to Plaintiffs and the Class, consistent with applicable law and pursuant to only those causes of action so permitted;

e. **Punitive Damages/Penalties:** For an order awarding punitive damages, statutory penalties, and/or monetary fines, consistent with applicable law and pursuant to only those causes of action so permitted;

f. **Attorneys' Fees & Costs:** For an order awarding attorneys' fees and costs, consistent with applicable law and pursuant to only those causes of action so permitted;

g. **Pre/Post-Judgment Interest:** For an order awarding pre-judgment and post-judgment interest, consistent with applicable law and pursuant to only those causes of action so permitted; and

h. **All Just & Proper Relief:** For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all issues and causes of action so triable.

DATED: June 1, 2026

MALK & POGO LAW GROUP, LLP

/s/ Valter Malkhasyan
Valter Malkhasyan, Esq.
Erik Pogosyan, Esq.

Counsel for Plaintiffs and the Proposed Class

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