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Attorneys for Plaintiff and the Putative Class

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

CARLY AMUNDSON, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

WALMART INC.,

Defendant.

Case No.

CLASS ACTION COMPLAINT

[DEMAND FOR JURY TRIAL]

1 Plaintiff Carly Amundson (“Plaintiff”), on behalf of herself and all other similarly situated,
2 complains and alleges based upon, among other things, her investigation made by and through her
3 attorneys as follows:

4 **NATURE OF THE ACTION**

5 1. Defendant Walmart Inc. (“Walmart” or “Defendant”) manufactures, labels,
6 advertises, markets, and sells its “bettergoods” Finely Ground Cassava Flour Hatch Chile Tortilla
7 Chips (the “Product”) online and at supermarkets throughout the country. Plaintiff’s instant putative
8 class action complaint alleges that Walmart falsely and deceptively misrepresents to consumers that
9 its Product is “Fried in 100% avocado oil,” which is unequivocally and verifiably untrue, and
10 instead, was fried with undisclosed seed oils that are not identified on its Product label.

11 2. Defendant prominently represents, front and center of its Product packaging, that the
12 Product is “Fried in 100% avocado oil” and doubles down on this affirmative misrepresentation on
13 the back of the Product packaging, wherein the ingredients list confirms that “avocado oil” is
14 supposedly the only oil content of the fried chips, separate from the “Hatch Chile Seasoning” mix
15 in the Product.

16 3. Defendant’s strategy to create a Product line proudly bearing “Fried in 100% avocado
17 oil” label for sale in the health food marketplace is not accidental. The recent desire for consumers
18 to seek out avocado oil- and olive oil-containing cooking oils in lieu of the wide array of cheap seed
19 oils is due to the rising awareness of the negative health effects associated with consuming seed
20 oils, which include fueling chronic inflammation that leads to the onset of a host of diseases.
21 Accordingly, consumers, when presented with a choice, elect to pay a premium for products
22 containing avocado oil instead—a healthier whole-food alternative to highly refined seed oils given
23 its richness in antioxidants and healthy fats and stable performance in high-heat cooking.

24 4. However, Walmart’s advertising and marketing campaign is false, deceptive, and
25 misleading because, unbeknownst to Plaintiff and reasonable consumers, its Product is not made
26 with authentic avocado oil, but instead, made with cheap, inflammatory seed oils—the very oils that
27 consumers intentionally pay a premium to avoid.
28

5. Indeed, in July 2026, in the latest study in the series of findings on the authenticity of avocado oil, researchers at the University of California, Davis (“UC Davis”) Department of Food Science and Technology published a peer-reviewed study in the journal *Applied Food Research* which found 89% of avocado oil-labeled chips, mayonnaises, and dressings were adulterated with cheaper, undisclosed seed oils.¹ Specifically, the UC Davis team tested two separate lots of Walmart’s Product for consistency and found that the Product had established compositional profiles—fatty acids and plant sterol markers—that were *inconsistent with authentic avocado oil*. Instead, the study revealed that Defendant’s Product contained the compositional profiles consistent with lower-cost refined oils, such as canola, corn, soybean, and/or sunflower oil.

6. In fact, amongst all of the products tested in the UC Davis Study, Walmart’s Product *differed so substantially* from the other avocado-labeled products in that it had fatty acid and sterol markers more consistent with soybean oil than avocado oil—let alone “100% avocado oil,” as Defendant promised consumers on the label.

7. In other words—at the very least—Walmart’s Product contained exponentially more seed oils than the “100% avocado oil” as represented by Defendant—and at most—the oil present in Walmart’s Product was fundamentally different on a DNA-level from authentic avocado oil such that it cannot be said to contain any authentic avocado oil at all.

8. Plaintiff and those similarly situated Class Members relied to their detriment on Defendant’s misrepresentations and omissions that its Product was in fact “Fried in 100% avocado oil” when deciding to purchase the Product. Plaintiff and Class Members would not have purchased the Product absent Defendant’s misrepresentations and omissions regarding the composition of the Product. As a result of Defendant’s deceptive conduct, Plaintiff and Class Members have suffered monetary damages as a result of Defendant’s false and misleading advertising.

PARTIES

9. Plaintiff Carly Amundson is a resident and citizen of Elk Grove, California.

¹ Natalie Lopez-Alvarez, Xueqi Li, Benjamin Vizgordiski & Selina C. Wang, *Authenticity of avocado and olive oils used as ingredients in commercially processed foods*, 6 *Applied Food Research* 102389 (2026), <https://doi.org/10.1016/j.afres.2026.102389> (last accessed, September 2, 2026) (hereinafter referred to as “the UC Davis Study”).

10. Defendant Walmart Inc. is a Delaware corporation with its headquarters in Bentonville, Arkansas.

JURISDICTION AND VENUE

11. This Court has original jurisdiction over the action under the Class Action Fairness Act (“CAFA”) of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original jurisdiction because the aggregate claims of the putative class members exceed \$5 million, exclusive of interests and costs, and at least one member of the proposed classes is a citizen of a different state than Walmart.

12. This Court has personal jurisdiction over Walmart because it purposefully directed its activities in this District, committed the wrongful acts alleged herein in California, regularly conducts business in this District, and has extensive contacts with this forum.

13. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because a substantial part of the events giving rise to the claims occurred in this District, and Walmart regularly conducts business in this District.

FACTUAL BACKGROUND AND COMMON GENERAL ALLEGATIONS

I. Avocado Oil as a Healthy Alternative to Industrially Processed Seed Oils

14. Avocado oil, like olive oil, is widely renowned as a “premium” cooking oil used in processed snack food products, salad dressings, and mayonnaises. Health-conscious consumers gravitate towards avocado oil-containing products over industrial seed oils for a variety of reasons,² including its production method of direct extraction from the fruit pulp; its nutrient dense composition rich in healthy monounsaturated fats and antioxidants; and its higher smoke point that makes it ideal for high-heat cooking without harmful oxidation.³ Studies have found avocado oil helps regulate blood lipid levels by lowering LDL cholesterol and protecting HDL cholesterol,

² Why Avocado Oil Became a Seed Oil Alternative, Seed Oil Free Alliance, March 30, 2026, <https://www.seedoilfreecertified.com/seed-oils-guide/oil-comparisons/why-avocado-oil-became-popular-as-a-seed-oil-alternative> (last accessed September 2, 2026).

³ Naturopathic Kitchen: Avocado Oil, Association of Accredited Naturopathic Medical Colleges, March 8, 2025, <https://aanmc.org/naturopathic-kitchen/avocado-oil/> (last accessed September 2, 2026).

lowers blood pressure, reduces the risk of diabetes, and fights free radical damage to reduce oxidative stress and prevent chronic diseases.⁴

15. Seed oils, on the other hand, are far inferior. For example, seed oils are industrially-produced via mechanical pressing of the seeds or by solvent extraction, and then heavily refined often times with harsh bleaching and deodorizing chemicals.⁵ These heavy industrial processes create oxidative stress in the body once consumed, produce toxins that damage cells, and fuel systemic inflammation.⁶ What's more, seed oils contain high levels of linoleic acid, an omega-6 polyunsaturated fat ("PUFA"), which is most responsible for the proliferation of chronic diseases including heart disease, obesity, Alzheimer's disease, and cancer.⁷

16. For these reasons, it is no surprise that consumers searching for healthier alternatives to seed oils consider products with avocado-oil containing representations to be material to their purchasing decisions.

17. The UC Davis Study observed that consumers pay a premium for avocado oil or olive oil labeled products in lieu of their seed oil counterparts, as the former "generally commanded higher retail prices than comparable products formulated with vegetable oils." For example, "[c]hips labeled with avocado oil ranged from \$0.30-2.00 per ounce, compared with \$0.43-1.70 for olive oil chips and \$0.44-0.62 for vegetable oil chips."⁸

18. As lead author of the UC Davis Study, Professor Selina Wang observed: "Consumers

⁴ Xinyue Lin & Zongjun Li, *Key components and multiple health functions of avocado oil: A review*, 122 *Journal of Functional Foods* 106494 (2024), <https://doi.org/10.1016/j.jff.2024.106494> (last accessed September 2, 2026).

⁵ How Are Seed Oils Made?, Seed Oil Free Alliance, May 9, 2025, <https://www.seedoilfreecertified.com/seed-oils-guide/foundations/how-seed-oils-are-made> (last accessed September 2, 2026).

⁶ Dave Asprey, The Human Upgrade Podcast, *Seed Oils Are the Worst Foods in Your Diet with Dr. Cate Shanahan*, Episode 1168, available at https://ai.hubermanlab.com/clip?sids=chunk_1355695 (last accessed September 3, 2026).

⁷ Dr. Joseph Mercola & Christopher R. D'Adamo, *Linoleic Acid: A Narrative Review of the Effects of Increased Intake in the Standard American Diet and Associations with Chronic Disease*, *Nutrients* 2023, 15(14), 3129, <https://doi.org/10.3390/nu15143129>.

⁸ Natalie Lopez-Alvarez, Xueqi Li, Benjamin Vizgordiski & Selina C. Wang, *Authenticity of avocado and olive oils used as ingredients in commercially processed foods*, 6 *Applied Food Research* 102389 at p. 4 (2026), <https://doi.org/10.1016/j.afres.2026.102389> (last accessed, September 2, 2026).

are increasingly paying a premium for products made with avocado oil” and “[t]hey deserve to get what they pay for[.]”⁹

II. Walmart’s Advertising and Marketing of its Product

19. Walmart manufactures, labels, markets, advertises, and sells a variety of its “bettergoods” in-house brand online, as well as in its brick-and-mortar retail shops, including the specific Product at issue here: “bettergoods” Finely Ground Cassava Flour Hatch Chile Tortilla Chips.

20. On the front and center of Defendant’s Product packaging, Walmart prominently advertises its Product is “Fried in 100% avocado oil.” For example, screenshot of the front label of the Product is displayed below:



21. Doubling down on its unequivocal front-label representation that the Product is “Fried in 100% avocado oil,” Defendant lists “avocado oil” as the only oil ingredient for the Product on the back of the Product packaging, aside from the second-to-last ingredient used in the “hatch chile

⁹ UC Davis News & Information, That Avocado Oil Chip You’re Eating May Not Be Made With Pure Avocado Oil, UC Davis, July 15, 2026, <https://www.ucdavis.edu/food/news/avocado-oil-chip-youre-eating-may-not-be-made-pure-avocado-oil> (last accessed September 3, 2026).

seasoning.” A screenshot of the ingredient list located on the back of the Product packaging is reproduced below:

INGREDIENTS: CASSAVA FLOUR, NON-GMO YELLOW CORN FLOUR, AVOCADO OIL, HATCH CHILE SEASONING (SALT, DEXTROSE, MALTODEXTRIN, SPICES, ONION POWDER, SUGAR, SPINACH POWDER, HATCH CHILE PEPPER POWDER, GARLIC POWDER, GREEN BELL PEPPER POWDER, JALAPENO PEPPER POWDER, YEAST EXTRACT, MALIC ACID, CANOLA OIL, SILICON DIOXIDE).
CONTAINS MILK.

22. At no point does Walmart state that its Product is fried in any oil other than “100% avocado oil.” Thus, Defendant’s label representations and omissions mislead consumers like Plaintiff to believe that the Product contains avocado oil as its only oil ingredient and certainly the only one in which the chips are fried, and induce them to pay a premium for chips and snacks that, in reality, contain the very ingredients they specifically sought to avoid.

23. Throughout the liability period defined below, Defendant has engaged in an advertising campaign that falsely represents that its Product is “Fried in 100% avocado oil” and thus, serves as a healthier snack option in lieu of similar products that openly contain seed oils.

24. As a result of this deception, Defendant sold numerous units of the Product online and in retail stores.

25. Plaintiff and Class Members have been, and will continue to be, deceived or misled by Defendant’s deceptive advertising claims. Each Class Member purchased and consumed the Product during the liability period and in doing so, read and considered the advertising claims on the Product label and based their decision to purchase the Product on those advertising claims and material omissions. Walmart’s advertising claim that the Product was “Fried in 100% avocado oil” was not only a material factor, but the only factor in influencing Plaintiff’s decision to purchase and consume the Product.

26. Plaintiff and the Class Members would not have purchased the Product had they

1 known it did not contain authentic avocado oil and instead contained undisclosed seed oils.

2 **III. Walmart's Advertising Claims for the Products are Patently False and Deceptive as**
 3 **Confirmed By the July 2026 UC Davis Study**

4 27. Despite this prominent marketing and advertising, Defendant's Product does not
 5 contain any authentic avocado oil at all, but instead, contains cheap and inferior seed oils.

6 28. The adulterated avocado oil epidemic is not a novel issue. Since at least 2020,
 7 researchers at the UC Davis Department of Food Science and Technology have championed the
 8 landmark study of oil adulteration in bottled avocado oil products. Those studies, first published in
 9 2020 and then in in 2023 as a follow-up, have previously found that at least 82% of commercial
 10 bottled avocado oils¹⁰ and 70% of private label avocado oils¹¹ were either rancid or mixed with
 11 other undisclosed oils. Thus, Walmart knows, or reasonably should have known, that its labeling of
 12 the Product was likely false and misleading to reasonable consumers.

13 29. Most recently, in July 2026, the UC Davis team, led by Professor Selina Wang,
 14 published a first of its kind, peer-reviewed study in *Applied Food Research*, that tested the
 15 authenticity of avocado oil as the sole declared edible oil ingredient used in commercially processed
 16 food products, and found 48 out of 54 avocado oil-labeled products, or 89%, were adulterated with
 17 cheaper seed oils.¹²

18 30. In the UC Davis Study, the team of scientific researchers analyzed 74 commercial
 19 chips, mayonnaise, and salad dressing products that bore labels containing avocado oil or olive oil
 20 from online retailers and California stores in 2025 and 2026.¹³

21 31. For each of the 37 distinct commercial products, two separate production lots were

22 ¹⁰ Hilary S. Green & Selina C. Wang, *First Report on quality and purity evaluations of avocado oil*
 23 *sold in the US*, 116 *Applied Food Research* 107328 (2020),
<https://doi.org/10.1016/j.foodcont.2020.107328> (last accessed, September 2, 2026).

24 ¹¹ Hilary S. Green & Selina C. Wang, *Purity and quality of private labelled avocado oil*, 152 *Applied*
 25 *Food Research* 109837 (2023), <https://doi.org/10.1016/j.foodcont.2023.109837> (last accessed
 26 September 2, 2026).

26 ¹² Natalie Lopez-Alvarez, Xueqi Li, Benjamin Vizgordiski & Selina C. Wang, *Authenticity of*
 27 *avocado and olive oils used as ingredients in commercially processed foods*, 6 *Applied Food*
 28 *Research* 102389 (2026), <https://doi.org/10.1016/j.afres.2026.102389> (last accessed, September 2,
 2026).

¹³ *Id.* at 2.

1 tested in duplicate to assess lot-to-lot variability.¹⁴ Two separate lots of Walmart’s “bettergoods”
2 Finely Ground Cassava Flour Hatch Chile Tortilla Chips Product, represented as Sample Nos. 33 &
3 34, were included in the Study.

4 32. Here’s how the study worked: Researchers extracted the oils from these products,
5 evaluated them using established fatty acid and plant sterol profiles—which are referred to as the
6 chemical fingerprints or DNA-markers that uniquely verify oil identity—and assessed these
7 compositional markers against ingredient-level authenticity.¹⁵

8 33. The Products’ samples were compared against the referenced fatty acid and sterol
9 profiles set forth in the *Codex Alimentarius* Standard for Named Vegetable Oils (CXS 210-1999)
10 and the Standard for Olive Oils and Olive Pomace Oils (CXS 33-1981), “which are intended to
11 encompass expected natural variability” of fatty acid and sterol compositions in oil.¹⁶

12 34. To hedge against any “analytical uncertainty, biological variability, and potential
13 processing influences,” the Study allowed for deviations in the classification criteria. For example,
14 samples with deviations limited to a single fatty acid or sterol marker not exceeding 10% of
15 compositional limits were deemed “consistent” with authentic oil; samples with two fatty acid or
16 sterol markers marginally exceeding the 10% allowance without deviations present across other
17 markers were deemed “borderline”; and samples fully consistent with either fatty acids *or* sterols
18 while borderline in the other were deemed “consistent.” At bottom, only those samples with multiple
19 deviations or patterns inconsistent with authentic reference profiles were ultimately classified as
20 “inconsistent” with authentic oil.¹⁷

21 35. What’s more, the Study also considered, and thoroughly tested, whether frying and
22 emulsification processes would alter oil authenticity markers, and found these experiments showed
23 only “minor shifts in authenticity markers, indicating that typical processing conditions do not
24 explain the significant compositional deviations detected in the inconsistent products.”¹⁸

25
26 ¹⁴ *Id.*

¹⁵ *Id.*

27 ¹⁶ *Id.* at 3.

¹⁷ *Id.*

28 ¹⁸ *Id.* at 7-8.

36. Both fatty acid and plant sterol profiles independently revealed oil adulteration. For instance, as to fatty acids, “[l]ow levels of palmitic acid (C16:0) and palmitoleic acid (C16:1), together with elevated stearic acid (C18:0), are not characteristic of authentic avocado oil. Rather, this pattern is more consistent with substitution or dilution using vegetable oils.”¹⁹ In addition, as to sterol composition, “[m]ost samples had campesterol, stigmasterol and Δ 7-avenasterol levels outside the Codex standard ranges” and elevated ranges of these sterols “are consistent with substitution or dilution with vegetable oils.”²⁰ At bottom, the “sterol deviations support the fatty acid findings and indicate widespread compositional inconsistency among the avocado oil-labeled products evaluated.”²¹

37. At the end of the Study, both samples of Walmart’s “bettergoods” Finely Ground Cassava Flour Hatch Chile Tortilla Chips Product were classified to be inconsistent with authentic avocado oil. Notably, one of the samples of Defendant’s Products tested “differed substantially from the other avocado-oil labeled samples” in both fatty acid and sterol profiles, suggesting that the Product is more “consistent with soybean oil rather than avocado oil.”²² Thus, according to Professor Wang, Walmart’s Product was the worst offender because it contained zero avocado oil, despite the prominent “Fried in 100% avocado oil” representation on the front label.²³

38. Overall, the Study concluded that 48 of the 54 avocado oil-label products were classified as compositionally inconsistent with authentic avocado oil. Specifically, 93% of chip samples, 71% of mayonnaises, and 100% of salad dressings labeled as authentic avocado oil were adulterated with undisclosed seed oils.²⁴

¹⁹ *Id.* at 4.

²⁰ *Id.*

²¹ *Id.*

²² *Id.* at 6-7.

²³ Steve Alexander, Those avocado oil chips you’re paying more for may not have a drop of avocado oil in them, *The Business of Food with Steve Alexander*, WGN Radio 720, August 25, 2026, <https://wgnradio.com/the-business-of-food-with-steve-alexander/those-avocado-oil-chips-youre-paying-more-for-may-not-have-a-drop-of-avocado-oil-in-them/> (last accessed September 15, 2026).

²⁴ Natalie Lopez-Alvarez, Xueqi Li, Benjamin Vizgordiski & Selina C. Wang, *Authenticity of avocado and olive oils used as ingredients in commercially processed foods*, 6 Applied Food

39. In contrast, only 1 of 20 olive oil-labeled products were found to be inconsistent with authentic compositional ranges.²⁵ “[T]his may also reflect the comparatively higher compliance and authenticity of olive oil sources relative to avocado oil, as olive oil standards are more established and regulatory oversight and enforcement are considerably more developed than for avocado oil.”²⁶

40. Plainly, the UC Davis Study illustrates the serious problem that Defendant’s adulterated oil products create for consumers who reasonably rely on product labels in making their purchasing decisions:

All products included in the study declared only a single edible oil in the ingredient statement and did not disclose blended oil formulations. Thus, consumers would reasonably expect the named oil, particularly when emphasized through front-of-package claims such as ‘made with 100% avocado oil’ to be the primary lipid source of the product.²⁷

41. Jonathan Rubin, founder and CEO of the Seed Oil Free Alliance, a third-party certification and oil authenticity independent lab, agreed: “A front-of-package claim is a promise. It is not evidence by itself. Most companies we work with use avocado oil to meet a real consumer preference. The problem is when suppliers fail to test for seed oil adulteration, and the brand is still the one standing behind the claim.”²⁸ “Consumers are right to be angry when a premium claim is not supported by the ingredients sourced. If a package says 100% avocado oil or made with avocado oil, consumers should not need a chemistry lab to know whether that statement is true.”²⁹

42. The economics of Defendant’s deception is clear: “Pure avocado oil costs between \$4 and \$5 per pound” whereas “[s]eed oils, including sunflower, soybean, and corn oil, cost between \$0.50 and \$1.50 per pound. For a food manufacturer producing chips at scale, the incentive to cut

Research 102389 at p.3 (2026), <https://doi.org/10.1016/j.afres.2026.102389> (last accessed, September 2, 2026).

²⁵ *Id.*

²⁶ *Id.* at 4.

²⁷ *Id.*

²⁸ New UC Davis Study Shows Why “Made With Avocado Oil” Claims Need Testing, Seed Oil Free Alliance, July 15, 2026, <https://www.seedoilfreecertified.com/seed-oils-guide/oil-quality-and-fraud/uc-davis-2026-study-avocado-oil-adulteration> (last accessed September 3, 2026).

²⁹ *Id.*

1 avocado oil with cheaper seed oils is enormous. The label does not change. The margin does.”³⁰

2 43. As illustrated above, whether Defendant’s Product was in fact “Fried in 100%
3 avocado oil” can be determined with objective factual evidence.

4 44. The advertising and marketing of Defendant’s Product as containing avocado oil is in
5 a prominent place—front and center, in bolded black font against a bright yellow background, on
6 the front label of the Products’ packaging—demonstrates Defendant’s awareness that this claim
7 about the Products’ composition is material to consumers.

8 45. Defendant’s deceptive representations and material omissions are material in that a
9 reasonable person would attach importance to such information and would be induced to act upon
10 such information in making purchasing decisions.

11 46. Plaintiff and Class Members reasonably relied to their detriment on Defendant’s
12 misleading representations and omissions.

13 47. In making the false, misleading, and deceptive misrepresentations and omissions
14 described herein, Defendant knew and intended that consumers would purchase a Product advertised
15 as containing avocado oil over comparable snacking chips that are not advertised as containing
16 avocado oil only, and instead, as containing harmful seed oils.

17 48. As an immediate, direct, and proximate result of Defendant’s false, misleading, and
18 deceptive representations and omissions, Defendant injured Plaintiff and the Class Members in that
19 the Class:

- 20 a. Paid a sum of money for a Product that was not what Defendant represented;
21 b. Were deprived of the benefit of the bargain because the Product they purchased was
22 different from what Defendant warranted; and
23 c. Were deprived of the benefit of the bargain because the Product they purchased had
24 less value than what Defendant represented.

25 49. Had Defendant not made the false, misleading, and deceptive representations and

26 ³⁰ Your “Avocado Oil” Chips Are Almost Certainly Made With Seed Oils. A UC Davis Study Just
27 Proved It, Animal Base, August 10, 2026, <https://animalbase.com/knowledge-base/news/your-avocado-oil-chips-are-almost-certainly-made-with-seed-oils-a-uc-davis-study-just-proved-it> (last
28 accessed September 3, 2026).

omissions, Plaintiff and the Class Members would not have purchased the Product at all, or would have had paid substantially less for them.

50. Consequently, Plaintiff and Class Members have suffered an injury in fact and lost money or property as a result of Defendant's wrongful conduct.

IV. Plaintiff's Experience

51. On multiple occasions, including June 2, 2025, and April 5, 2026, Plaintiff purchased Defendant's Product from a Walmart Neighborhood Market store on 8455 Elk Grove Blvd., Elk Grove, CA 95758.

52. Plaintiff read the Product packaging, specifically, Defendant's affirmative misrepresentation that the Product was "Fried in 100% avocado oil."

53. Plaintiff purchased the Product as a healthier alternative to snack chips that are made with seed oils, and reasonably believed she was receiving a snack food fried in "100% avocado oil" only.

54. In making her purchasing decision, she reasonably relied on Defendant's misrepresentations that the Product contained avocado oil as its only oil ingredient in which it was fried, and would not have purchased Defendant's Product but for Defendant's misrepresentation that the Product was fried with 100% avocado oil only. Thus, Defendant's "Fried in 100% avocado oil" misrepresentation was material to her decision to purchase the Product.

55. Had Plaintiff known that Defendant's Product was not "Fried in 100% avocado oil" as advertised, and instead were made with inferior, cheap, and harmful seed oils, Plaintiff would not have purchased the Product at all, or would have paid substantially less for them.

56. Thus, Plaintiff suffered injury in fact and lost money as a direct result of Defendant's false and misleading advertising of its Product as described herein.

57. Although Plaintiff would like to purchase the Product in the future, should it genuinely be made with real avocado oil as it is currently misrepresented, she will be unable to do so because she is unable to rely on the truthfulness of the Product's "Fried in 100% avocado oil" representation absent scientific testing.

CLASS ACTION ALLEGATIONS

58. Pursuant to Federal Rule of Civil Procedure 23, Plaintiff brings this action on behalf of herself, and all other similarly situated persons. The proposed Classes are defined as:

Nationwide Class: All persons in the United States who, during the applicable statute of limitations, purchased the Product for their personal use, rather than for resale or distribution.

California Subclass: All persons in California who, during the applicable statute of limitations, purchased the Product for their personal use, rather than for resale or distribution.

59. The Nationwide Class and the California Subclass are collectively referred to as the “Class” unless otherwise stated herein.

60. Excluded from the Class is Defendant, any entities in which they have a controlling interest, any of their parents, subsidiaries, affiliates, officers, directors, employees and members of such persons’ immediate families, and the presiding judge(s) in this case and their staff. Plaintiff reserves the right to expand, limit, modify, or amend this class definition, including, without limitation, the addition of one or more subclasses, in connection with her motion for class certification, or at any other time, based upon, *inter alia*, changing circumstances and/or new facts obtained during discovery.

61. **Numerosity (Rule 23(a)(1)).** The proposed Class is numerous such that joinder is impracticable. Upon information and belief, and subject to class discovery, the identities of Class Members are within the exclusive knowledge of and can be ascertained only by resort to Defendant’s records. The proposed Class is also sufficiently ascertainable because Defendant has the administrative capability, through its computer systems and other business records, to identify all members of the proposed Class, and such contact information is otherwise not available to Plaintiff.

62. **Commonality (Rule 23(a)(2)).** The questions here are ones of common or general interests such that there is a well-defined community of interest among the proposed Class Members. Such common legal or factual questions include, but are not limited to:

- a. Whether the Product was “Fried in 100% avocado oil” as advertised;
- b. Whether Defendant knew or should have known the Product contained no authentic avocado oil, and instead, contained oils other than avocado oil;
- c. Whether Defendant made false and/or misleading statements to the Class and the public concerning the contents of its Product;
- d. Whether Defendant’s advertising and marketing of the Product is misleading and deceptive;
- e. Whether Defendant has engaged in unfair, fraudulent, or unlawful business practices with respect to the advertising, marketing, and sale of the Product;
- f. Whether Defendant’s false and misleading statements concerning their Product was likely to deceive the public;
- g. Whether Defendant represents to consumers that the Product has characteristics, uses, benefits, or qualities that the Product does not have;
- h. Whether Defendant engaged in false advertising with respect to the Product;
- i. Whether Defendant has been unjustly enriched;
- j. Whether Plaintiff and the Class were harmed by Defendant’s misrepresentations, and if so, the proper measure of damages;
- k. Whether Plaintiff and the Class are entitled to injunctive, declaratory relief, or other equitable relief; and
- l. Whether Plaintiff and the Class are entitled to reasonable attorneys’ fees and costs.

63. **Typicality (Rule 23(a)(3)).** Plaintiff’s claims are typical of the claims of the other Class Members because, *inter alia*, all Class Members have been deceived (or were likely to be deceived) by Defendant’s false and misleading advertising claims about the composition of Defendant’s Product. Plaintiff is advancing the same claims and legal theories on behalf of herself and all Class Members.

1 64. **Adequacy of Representation (Rule 23(a)(4)).** Plaintiff is more than an adequate
2 representative of the proposed Class in that she has suffered damages because of Defendant's
3 improper business practices. Additionally:

- 4 a. Plaintiff is committed to the vigorous prosecution of this action on behalf of herself
5 and all others similarly situated and has retained competent counsel experienced in
6 the prosecution of consumer class actions;
- 7 b. There is no conflict of interest between Plaintiff and the unnamed Class Members;
- 8 c. Plaintiff anticipates no difficulty in the management of this litigation as a class action;
9 and
- 10 d. Plaintiff's legal counsel has the financial and legal resources to meet the substantial
11 costs and legal issues associated with this type of litigation.

12 65. **Predominance & Superiority (Rule 23(b)(3)).** Common questions of fact or law
13 concerning Defendant's liability to all Class Members predominate over any questions affecting
14 only individual Class Members. Plaintiff's proposed class action is the superior method for
15 resolving this dispute because it is impracticable to bring proposed Class Members' individual
16 claims before the Court, especially where, as here, individual Class Members' damages are
17 relatively small. Class treatment permits many similarly situated persons or entities to prosecute
18 their common claims in a single forum simultaneously, efficiently, and without the unnecessary
19 duplication of evidence, effort, expense, or the possibility of inconsistent or contradictory judgments
20 that numerous individual actions would engender. The benefits of the class action mechanism,
21 including providing injured persons or entities with a method for obtaining redress on claims that
22 might not be practicable to pursue individually, substantially outweigh any difficulties that may
23 arise in the management of this class action. Plaintiff knows of no difficulty to be encountered in
24 the maintenance of this action that would preclude its maintenance as a class action.

25 66. **Final Declaratory or Injunctive Relief (Rule 23(b)(2)).** Plaintiff satisfies the
26 requirements for maintaining a class action under Rule 23(b)(2). Defendant has acted or refused to
27
28

1 act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief
2 or corresponding declaratory relief with respect to the Class as a whole.

3 67. **Particular Issues (Rule 23(c)(4)).** Plaintiff satisfies the requirements for maintaining
4 a class action under Rule 23(c)(4). Plaintiff's claims consist of particular issues that are common to
5 all members of the Class and are capable of class-wide resolution that will significantly advance the
6 litigation.

7 **FIRST CAUSE OF ACTION**
8 **Violation of California's Unfair Competition Law**
9 **Cal. Bus. & Prof. Code §§ 17200, *et seq.***
10 **(On Behalf of Plaintiff and the California Subclass)**

11 68. Plaintiff alleges and incorporates the allegations of the paragraphs above of this
12 Complaint as if fully set forth herein.

13 69. California's UCL prohibits, and provides civil remedies for, "unfair competition,"
14 including any "unlawful, unfair, or fraudulent act or practice." Cal. Bus. & Prof. Code § 17200, *et*
15 *seq.* Its purpose is to protect both consumers and competitors by promoting fair competition in
16 commercial markets for goods and services. In service of that purpose, the Legislature framed the
17 UCL's substantive provisions in broad, sweeping language.

18 70. The UCL imposes strict liability. Plaintiff need not prove that Defendant intentionally
19 or negligently engaged in an unfair business practice—but only that such practices occurred.

20 71. Plaintiff has standing to pursue this claim because Plaintiff has suffered an injury-in-
21 fact and has lost money or property as a result of Defendant's unlawful, unfair, and fraudulent
22 actions. Specifically, Plaintiff purchased Defendant's Product for her own personal use. In doing
23 so, Plaintiff relied on the false representation that the Product was "Fried in 100% avocado oil"
24 when in fact, did not actually contain authentic avocado oil, but instead contained undisclosed seed
25 oils. Plaintiff expended money in the transaction that she otherwise would not have had she known
26 Defendant's advertising claims were false.

27 ///

28 ///

“Unfair” Prong

72. A business act or practice is “unfair” under the UCL if it offends an established public policy or is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers, and that unfairness is determined by weighing the reasons, justifications, and motives against the gravity of the harm to the alleged victims.

73. Defendant’s conduct constitutes an “unfair” business practice because, as alleged herein, Defendant engaged in a false advertising campaign that mislead consumers into believing that they were receiving a product that contained avocado oil, along with the positive health benefits that are widely recognized with avocado oil, as opposed to cheaper and inferior seed oils that have well-known harmful health effects.

74. Defendant’s acts and practices offend an established public policy of truthful advertising in the marketplace, and constitute immoral, unethical, oppressive, and unscrupulous activities that are substantially injurious to consumers. As a result of Defendant’s false and deceptive labeling, consumers are misled into purchasing Defendant’s Product over other avocado oil chips and snacks that truthfully disclose their oil composition.

75. Such practice is devoid of utility and outweighed by the gravity of the harm to Plaintiff and the California Class who lost money or property by paying for Defendant’s Products. There were reasonably available alternatives to further Defendant’s legitimate business interests, other than the unfair conduct described herein.

“Fraudulent” Prong

76. A business act or practice is “fraudulent” under the UCL if it is likely to deceive members of the public.

77. Defendant engaged in a fraudulent business practice by knowingly representing the Products as being “Fried in 100% avocado oil.” Defendant’s practice deceived Plaintiff and are highly likely to deceive members of the consuming public who purchased the Product in reliance on their advertised composition.

1 78. Plaintiff and California Class Members acted reasonably when they relied on
2 Defendant's misrepresentations concerning the Product.

3 79. Had Plaintiff and California Class Members known that Defendant's representations
4 concerning its Product were false, they would not have purchased the Product at all or would have
5 paid substantially less for them.

6 ***"Unlawful" Prong***

7 80. A business act or practice is "unlawful" under the UCL if it violates any other law or
8 regulation.

9 81. Defendant's actions, as alleged herein, constitute illegal and unlawful practices
10 committed in violation of the Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* (the
11 "CLRA") and the False Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.* (the "FAL").

12 82. As a direct and proximate result of Defendant's unfair, fraudulent, and unlawful
13 practices, Plaintiff and California Class members have suffered damages.

14 83. Defendant has been unjustly enriched and should be required to disgorge its unjust
15 profits and make restitution to Plaintiff and California Class Members pursuant to Cal. Bus. & Prof.
16 Code §§ 17203 and 17204.

17 84. Additionally, Plaintiff and California Class Members seek an order requiring
18 Defendant to pay attorneys' fees pursuant to Cal. Civ. Code § 1021.5.

19 **SECOND CAUSE OF ACTION**
20 **False and Misleading Advertising**
21 **Bus. & Prof. Code §§ 17500, *et seq.***
(On Behalf of Plaintiffs and the California Subclass)

22 85. Plaintiff alleges and incorporates the allegations of the paragraphs above of this
23 Complaint as if fully set forth herein.

24 86. Plaintiff has standing to pursue this claim because Plaintiff has suffered an injury-in-
25 fact and has lost money or property as a result of Defendant's unlawful, unfair, and fraudulent
26 actions. Specifically, Plaintiff purchased Defendant's Product for her own personal use. In doing
27 so, Plaintiff relied on the false representation that the Product was "Fried in 100% avocado oil"
28

1 when in fact, did not actually contain authentic avocado oil, but instead contained undisclosed seed
2 oils. Plaintiff expended money in the transaction that she otherwise would not have had she known
3 Defendant's advertising claims were false.

4 87. California's False Advertising Law ("FAL"), California Business & Professions Code
5 § 17500, states that "[i]t is unlawful for any . . . corporation . . . with intent . . . to dispose of . . .
6 personal property . . . to induce the public to enter into any obligation relating thereto, to make or
7 disseminate or cause to be made or disseminated . . . from this state before the public in any state,
8 in any newspaper or other publication, or any advertising device, or by public outcry or
9 proclamation, or in any other manner or means whatever, including over the Internet, any statement
10 . . . which is untrue or misleading and which is known, or which by the exercise of reasonable care
11 should be known to be untrue or misleading"

12 88. Defendant violated Business & Professions Code § 17500 by publicly disseminating
13 false and misleading advertisements regarding Defendant's Product, including on the Product
14 packaging, that the chips were "Fried in 100% avocado oil" when in fact, the Products contained no
15 authentic avocado oil and rather, were made with inferior, undisclosed seed oils.

16 89. Defendant's false and misleading advertisements were disseminated to increase the
17 sales of its Product because consumers pay a premium for products made with avocado oil in lieu
18 of refined seed oils that have a well-known negative health impact.

19 90. Defendant knew or should have known its representations and advertisements
20 concerning its Product were false, deceptive, and misleading to reasonable consumers.

21 91. Plaintiff and the members of the California Class have suffered harm as a result of
22 these violations of the FAL because they have paid money for Defendant's Products that they
23 otherwise would not have paid had they known they were not actually made with authentic avocado
24 oil, but instead, made with cheap seed oils.

25 92. Pursuant to Bus. & Prof. Code §§ 17203 and 17500, Plaintiff and members of the
26 California Class seek an order of this Court enjoining Defendant from continuing to engage, use, or
27 employ its deceptive practices.
28

93. Further, Plaintiff requests an order awarding Plaintiff and other California Class Members restitution of the money wrongfully acquired by Defendant by means of said misrepresentations.

94. Additionally, Plaintiff and California Class Members seek an order requiring Defendant to pay attorneys' fees pursuant to Cal. Civ. Code § 1021.5.

THIRD CAUSE OF ACTION
Violation of California’s Consumers Legal Remedies Act (“CLRA”)
Cal. Civ. Code § 1750, *et seq.*
(On Behalf of Plaintiff and the California Subclass)

95. Plaintiff alleges and incorporates the allegations of the paragraphs above of this Complaint as if fully set forth herein.

96. Plaintiff has standing to pursue this claim because Plaintiff has suffered an injury-in-fact and has lost money or property as a result of Defendant's unlawful, unfair, and fraudulent actions. Specifically, Plaintiff purchased Defendant's Product for her own personal use. In doing so, Plaintiff relied on the false representation that the Product was "Fried in 100% avocado oil" when in fact, it did not actually contain authentic avocado oil, but instead contained undisclosed seed oils. Plaintiff expended money in the transaction that she otherwise would not have had she known Defendant's advertising claims were false.

97. The Consumer Legal Remedies Act (“CLRA”) was enacted to protect consumers against unfair and deceptive business practices. The CLRA applies to Defendant’s acts and practices because the Act covers transactions involving the sale of goods to consumers.

98. Plaintiff and each member of the proposed California Class are “consumers” as defined by Cal. Civ. Code § 1761(d). Defendant’s Products are “goods” within the meaning of Cal. Civ. Code § 1761(a). Defendant’s sale of its Products were “transactions” within the meaning of Cal. Civ. Code § 1761(e).

99. Defendant violated the CLRA by engaging in the following proscribed practices by California Civil Code § 1770(a) in transactions with Plaintiff and California Class Members which were intended to result in, and did result in, the sale of its Products:

- a. “Representing that goods...have . . . characteristics, ingredients, . . [or] benefits . . . that they do not have” (a)(5);
- b. “Representing that goods are of a particular standard, quality or grade . . . if [they are] of another” (a)(7); and
- c. “Advertising goods...with intent not to sell them as advertised” (a)(9).

100. Defendant’s misrepresentations alleged herein were material to and relied upon by Plaintiff and reasonable consumers when deciding whether to purchase the Products over similar chips and snacks that were not advertised to contain avocado oil.

101. If Plaintiff and the California Class Members had known that the Products were not actually “Fried in 100% avocado oil” only and instead were made with inferior and harmful seed oils, they would not have purchased the Products at all or would have paid substantially less for them.

102. As a direct and proximate result of Defendant’s conduct, Plaintiff and the California Class Members suffered injury and damages in an amount to be determined at trial.

103. Pursuant to § 1782(a) of the CLRA, Plaintiff’s Counsel notified Defendant in writing by certified mail of the particular violations of § 1770 of the CLRA and demanded that it rectify the problems associated with the actions detailed above and give notice to all affected consumers of Defendant’s intent to act. If Defendant fails to comply, Plaintiff will seek all available remedies. For now, Plaintiff seeks only public injunctive relief with respect to this claim.

FOURTH CAUSE OF ACTION
Breach of Express Warranty
California Commercial Code Section 2313, *et seq.*
(On Behalf of Plaintiff and the California Subclass)

104. Plaintiff hereby incorporates by reference the preceding paragraphs as if fully set forth herein.

105. Defendant was a “seller” within the meaning of Cal. Comm. Code § 2103(d).

106. The Products were “goods” within the meaning of Cal. Comm. Code § 2105(1).

107. On the Product packaging, Defendant expressly warranted to all purchasers that the

1 Products were “Fried in 100% avocado oil.”

2 108. Plaintiff and Class Members formed a contract with Defendant at the time they
3 purchased the Product. As part of that contract, Defendant represented that the Products were “Fried
4 in 100% avocado oil” as described above. This representation constitutes an express warranty and
5 became part of the basis of the bargain between Plaintiff and the Class Members.

6 109. Defendant made the above-described representations to induce Plaintiff and the Class
7 Members to purchase the Products, and Plaintiff and the Class Members relied on the
8 representations in purchasing the Products.

9 110. Defendant knowingly breached its warranty because the Products did not contain
10 avocado oil as advertised, but instead, contained no authentic avocado oil and were made with
11 cheap, undisclosed seed oils.

12 111. As a result, Plaintiff and members of the Class are entitled to damages in an amount
13 to be determined at trial.

14 112. Within a reasonable time after they knew or should have known of such breach,
15 Plaintiff, on behalf of herself and the other members of the Class, placed Defendant on notice
16 thereof.

17 113. Therefore, Plaintiff prays for the relief as set forth below.

18 **FIFTH CAUSE OF ACTION**
19 **Unjust Enrichment**
20 **(On Behalf of Plaintiff and the Nationwide Class)**

21 114. Plaintiff alleges and incorporates the allegations of the paragraphs above of this
22 Complaint as if fully set forth herein.

23 115. To the detriment of Plaintiff and the Nationwide Class, Defendant has been, and
24 continues to be, unjustly enriched as a result of its wrongful conduct alleged herein.

25 116. Plaintiff and the Nationwide Class conferred a benefit on Defendant in the form of
26 payment for the Products.

27 117. Defendant unfairly, deceptively, unjustly and/or unlawfully accepted said benefits,
28

1 which under the circumstances, would be unjust to allow Defendant to retain.

2 118. Defendant's unjust enrichment is traceable to, and resulted directly and proximately
3 from, the conduct alleged herein.

4 119. Plaintiff and the Nationwide Class, therefore, seek disgorgement of all wrongfully
5 obtained money received by Defendant as a result of its inequitable conduct as more fully stated
6 herein.

7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiff, on behalf of herself and the Class, seeks judgment in an amount
9 to be determined at trial as follows:

- 10 a. Certifying the proposed Class, appointing Plaintiff as representative of the Class, and
11 appointing Plaintiff's counsel as class counsel for the proposed Class;
- 12 b. Declaring Defendant's misconduct alleged herein to be unlawful;
- 13 c. Enjoining Defendant from the wrongful conduct as described herein on behalf of the
14 general public;
- 15 d. For an order requiring Defendant to disgorge and make restitution of all monies it
16 acquired by means of the unlawful practices set forth above;
- 17 e. Awarding actual damages in an amount according to proof;
- 18 f. Awarding pre-judgment interest at the maximum rate permitted by law;
- 19 g. Reimbursing all costs, expenses, and disbursements accrued by Plaintiff in connection
20 with this action, including reasonable attorneys' fees, costs, and expenses, pursuant to
21 applicable law and any other law basis; and
- 22 h. Awarding such other and further relief as this Court deems just, proper, and equitable.

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff and all others similarly situated hereby demand a jury trial on all issues in this
25 complaint that are so triable as a matter of right.

26 Dated: September 15, 2026

KALIELGOLD PLLC

27 By: /s/ Jeffrey D. Kalief

28 Jeffrey D. Kalief

Sophia G. Gold

JENNINGS & EARLEY PLLC

Christopher D. Jennings*

Daniel Tomascik*

500 President Clinton Avenue, Suite 110

Little Rock, AR 72201

Tel: (501)-255-8569

chris@jefirm.com

dan@jefirm.com

Attorneys for Plaintiffs and the Putative Class

**Pro Hac Vice to be filed*

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

CARLY AMUNDSON, on behalf of herself and all others similarly situated,

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Jeffrey D. Kaliei, KalieiGold PLLC, 1100 15th Street NW,
4th Floor, Washington, D.C. 20005 (202) 350-4783

DEFENDANTS

WALMART INC.

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☒ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☒ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance	PERSONAL INJURY	☐ 625 Drug Related Seizure of Property 21 USC 881	☐ 422 Appeal 28 USC 158	☐ 375 False Claims Act
☐ 120 Marine	☐ 310 Airplane	☐ 690 Other	☐ 423 Withdrawal 28 USC 157	☐ 376 Qui Tam (31 USC 3729(a))
☐ 130 Miller Act	☐ 315 Airplane Product Liability		INTELLECTUAL PROPERTY RIGHTS	☐ 400 State Reapportionment
☐ 140 Negotiable Instrument	☐ 320 Assault, Libel & Slander		☐ 820 Copyrights	☐ 410 Antitrust
☐ 150 Recovery of Overpayment & Enforcement of Judgment	☐ 330 Federal Employers' Liability		☐ 830 Patent	☐ 430 Banks and Banking
☐ 151 Medicare Act	☐ 340 Marine		☐ 835 Patent - Abbreviated New Drug Application	☐ 450 Commerce
☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)	☐ 345 Marine Product Liability		☐ 840 Trademark	☐ 460 Deportation
☐ 153 Recovery of Overpayment of Veteran's Benefits	☐ 350 Motor Vehicle	LABOR	☐ 880 Defend Trade Secrets Act of 2016	☐ 470 Racketeer Influenced and Corrupt Organizations
☐ 160 Stockholders' Suits	☐ 355 Motor Vehicle Product Liability	☐ 710 Fair Labor Standards Act	SOCIAL SECURITY	☐ 480 Consumer Credit (15 USC 1681 or 1692)
☐ 190 Other Contract	☐ 360 Other Personal Injury	☐ 720 Labor/Management Relations	☐ 861 HIA (1395ff)	☐ 485 Telephone Consumer Protection Act
☐ 195 Contract Product Liability	☐ 362 Personal Injury - Medical Malpractice	☐ 740 Railway Labor Act	☐ 862 Black Lung (923)	☐ 490 Cable/Sat TV
☐ 196 Franchise		☐ 751 Family and Medical Leave Act	☐ 863 DIWC/DIWW (405(g))	☐ 500 Securities/Commodities/Exchange
		☐ 790 Other Labor Litigation	☐ 864 SSID Title XVI	☐ 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	☐ 791 Employee Retirement Income Security Act	☐ 865 RSI (405(g))	☐ 891 Agricultural Acts
☐ 210 Land Condemnation	☐ 440 Other Civil Rights		FEDERAL TAX SUITS	☐ 893 Environmental Matters
☐ 220 Foreclosure	☐ 441 Voting	IMMIGRATION	☐ 870 Taxes (U.S. Plaintiff or Defendant)	☐ 895 Freedom of Information Act
☐ 230 Rent Lease & Ejectment	☐ 442 Employment	☐ 462 Naturalization Application	☐ 871 IRS—Third Party 26 USC 7609	☐ 896 Arbitration
☐ 240 Torts to Land	☐ 443 Housing/Accommodations	☐ 465 Other Immigration Actions		☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
☐ 245 Tort Product Liability	☐ 445 Amer. w/Disabilities - Employment			☐ 950 Constitutionality of State Statutes
☐ 290 All Other Real Property	☐ 446 Amer. w/Disabilities - Other			
	☐ 448 Education			
		PRISONER PETITIONS		
		☐ Habeas Corpus:		
		☐ 463 Alien Detainee		
		☐ 510 Motions to Vacate Sentence		
		☐ 530 General		
		☐ 535 Death Penalty		
		Other:		
		☐ 540 Mandamus & Other		
		☐ 550 Civil Rights		
		☐ 555 Prison Condition		
		☐ 560 Civil Detainee - Conditions of Confinement		

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §§ 1332(d)(2) and (6) and 28 U.S.C. § 1391

Brief description of cause:

Plaintiff alleges Defendant falsely advertised its Finally Ground Cassava Four Hatch Chile Tortilla Chips as being fried in 100% avocado oil.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

September 15, 2026

SIGNATURE OF ATTORNEY OF RECORD

/s/ Jeffrey D. Kaliei

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.