

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax 415.543.7861

ERIC A. GROVER (SBN 136080)
eric.grover@kellergrover.com
SARAH R. HOLLOWAY (SBN 254134)
sarah.holloway@kellergrover.com
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

Attorneys for Plaintiff and the Proposed Classes
DEBRA BACHMAN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

DEBRA BACHMAN, individually and
on behalf of a class of similarly situated
individuals,

Plaintiff,

v.

CHOSEN FOODS, LLC,

Defendant.

Case No: '26CV4862 AJB MMP

CLASS ACTION

**COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF**

DEMAND FOR JURY TRIAL

CLASS ACTION COMPLAINT

1. Plaintiff Debra Bachman (“Plaintiff”), on behalf of herself and classes of similarly situated individuals defined below, brings this class action against Chosen Foods, LLC (“Chosen Foods” or “Defendant”), based on Defendant’s false and deceptive advertising and labeling of its “Avocado Oil” mayonnaise and salad dressing products. Plaintiff makes the following allegations based on the investigation of counsel and on information and belief, except as to allegations pertaining to Plaintiff individually, which are based on her personal knowledge.

INTRODUCTION

2. This class action lawsuit arises out of Chosen Food’s use of false and deceptive marketing, advertising and product labeling to mislead consumers regarding its exclusive use of avocado oil in the manufacturing and preparation of its mayonnaise and salad dressing products.

3. Over the past several years, avocado oil has gained popularity in the culinary and consumer worlds. It “has generated growing interest among consumers due to its nutritional and technological characteristics.”¹ Avocado oil “is delicious, nutritious, and easy to use. It’s rich in oleic acid, polyunsaturated fats, carotenoids, and other antioxidant-rich nutrients that are linked to improved heart, skin, and eye health.”² It is reported to have a variety of health benefits, such as reducing arthritis and improving skin.

4. Because of its many reported benefits, consumers seek out products containing or “made with” avocado oil instead of other vegetable or seed oils and are

¹ Flores, M., Saravia, C., Vergara, C., Avila, F., Valdés, H., Ortiz-Viedma, *Avocado Oil: Characteristics, Properties, and Applications*, NIH National Library of Medicine (Jun. 10, 2019) (available at:

<https://pmc.ncbi.nlm.nih.gov/articles/PMC6600360/>) (last visited Aug. 12, 2026).

² Palsdottir, H., *Evidence-Based Health Benefits of Avocado Oil*, Healthline (Nov. 26, 2024) (available at: <https://www.healthline.com/nutrition/9-avocado-oil-benefits>) (last visited Aug. 12, 2026).

1 willing to pay more for them. As a result of this demand, avocado oil is “increasingly
 2 incorporated into processed foods such as snack products, mayonnaise, and salad
 3 dressings.”³ Use of avocado oil in processed foods is “often motivated by consumer
 4 interest in perceived nutritional benefits and marketing strategies that differentiate
 5 products from those formulated primarily with seed oils.”⁴

6 5. Chosen Foods makes, markets, distributes, and sells food products,
 7 including mayonnaise, vegan mayonnaise, and salad dressings (the “Class Products”)
 8 to consumers. The packaging on the Class Products prominently and unequivocally
 9 represents that they are made exclusively with avocado oil (the “*Avocado Oil*
 10 *Representations*”). The ingredients listed on the back labels of these products also list
 11 avocado oil as the only fatty “oil” ingredient.

12 6. Reasonable consumers believe, based on the *Avocado Oil*
 13 *Representations*, that the Class Products are made **only** with pure authentic avocado
 14 oil and do not contain any other fatty oils, such as vegetable or seed oils.
 15 Unbeknownst to consumers, however, the Class Products are instead made or
 16 adulterated with lesser-value non-avocado oils. Scientific testing by the University of
 17 California, Davis (“UC Davis”) has confirmed that Chosen Foods mayonnaise and
 18 salad dressing products are not “made with” pure authentic avocado oil as
 19 represented.

20 7. From 2024 to 2026, Plaintiff purchased multiple Class Products from
 21 retailers in California. The Class Products purchased by Plaintiff prominently
 22 represented that they were made with avocado oil and listed avocado oil as the **only**
 23

24 ³ Lopez-Alvarez, N., Li, X., Vizgordiski, B., Wang, S., *Authenticity of Avocado and*
 25 *Olive Oils Used as Ingredients in Commercially Processed Foods*, Applied Food
 26 Research, Vol. 6, Issue 2, at 1 (Dec. 2026) (“UC Davis Study”) (available at:
 27 <https://www.sciencedirect.com/science/article/pii/S2772502226007274>) (last
 28 visited Aug. 16, 2026).

⁴ *Id.*

fatty oil ingredient. Plaintiff read and relied on these statements when purchasing the Class Products. She would not have purchased the Class Products at the price she paid, or at all, had she known they were not made exclusively with pure avocado oil.

8. Chosen Foods’ false and misleading representations caused and continue to cause consumers economic harm because Plaintiff and proposed Class members purchased and paid a price premium for the Class Products based on Chosen Foods’ misleading *Avocado Oil Representations*.

9. Plaintiff seeks relief in this action individually and on behalf of all other similarly situated individuals who purchased the falsely and deceptively labeled Class Products during the statute of limitations period, for violations of California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500, *et seq.*, California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200, *et seq.*, and California’s Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et seq.*

PARTIES

Plaintiff

10. Plaintiff Debra Bachman is an individual and resident of California.

11. Plaintiff purchased multiple Class Products from 2024 to 2026 at a Costco retail location in California for personal consumption. Plaintiff saw and relied on Chosen Food’s *Avocado Oil Representations* in making her purchases. Plaintiff reasonably believed, based on the *Avocado Oil Representations*, that she was purchasing products made *only* with pure authentic avocado oil and no other types of oil, and this belief was fundamental to her decision to purchase the Class Products. Had Plaintiff known that the Class Products were made with oils other than avocado oil, she would not have purchased them, or she would have paid less for them. Plaintiff has suffered injury in fact and lost money as a result of Chosen Foods’ misleading, false, unfair, and deceptive practices, as alleged herein.

Defendant

12. Defendant Chosen Foods, LLC (“Chosen Foods”) is a limited liability company formed under Delaware law. Chosen Foods manufactures, labels, markets, distributes, and sells the Class Products at issue in this case online and at retail locations throughout California and the U.S. Chosen Foods is headquartered in California, with its principal place of business and mailing address listed with the California Secretary of State at 350 Camino de la Reina, Suite 400, San Diego, California 92108.

13. A substantial portion of the conduct giving rise to Plaintiff’s claims, including the labeling, marketing, and sale of Class Products, took place in, and emanated from, California. In addition to its headquarters located in California, in March 2020, Chosen Foods announced its rebranding efforts to “highlight[] [its] roots in Coastal California and Central Mexico . . . in celebration of pure avocado.”⁵ Chosen Foods also specifically directs people on social media to its Southern California stores to purchase its “pure avocado” products.⁶

JURISDICTION AND VENUE

14. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because it is a class action in which, on information and belief, the damages exceed \$5 million, exclusive of interests and costs; the number of class members exceeds 100; and at least one member of the class(es) is a citizen of a state different from Defendant.

15. This Court has personal jurisdiction over Defendant because Defendant is headquartered in this District and continuously and systematically conducts business in this District.

⁵ See <https://www.multivu.com/players/English/8697051-chosen-foods-coastal-california-mexico-roots-new-brand-identity/> (last visited Aug. 24, 2026).

⁶ See <https://www.tiktok.com/@chosenfoods/video/7146278189566872874> (last visited Aug. 24, 2026).

16. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because, among other things, Defendant is headquartered in this District and a substantial part of the events giving rise to the claims occurred in this District.

FACTUAL ALLEGATIONS

A. The Class Products

17. The Class Products consist of various types and flavors of Chosen Food's mayonnaise and salad dressing products. The Class Products are sold in various sizes, including 32 oz., 24 oz., 12 oz or 11.25 oz. (mayo), 24 oz. or 12 oz. (vegan mayo), and 8 oz. (salad dressing) packages. Chosen Foods prominently displays its *Avocado Oil Representation* on each of the Class Products, stating unequivocally that the products are "MADE WITH 100% Pure AVOCADO OIL" and contain "GOOD FATS FROM AVOCADOS," with a cartoon picture of an avocado half, on the front label in the same or similar manner on all Class Products.

18. Additional statements on the side panel of the Class Product labels reinforce the *Avocado Oil Representations*. For instance, the side panel of the mayonnaise Class Products state: "OUR CLEAN & SIMPLE TAKE ON THIS CLASSIC SPREAD IS MADE WITH 100% PURE AVOCADO OIL AND IS 1000% DELICIOUS. MAYO DREAMS COME TRUE!" Below that, it says, unequivocally: "SOY & CANOLA OIL FREE."

19. The side panel of the salad dressing Class Products similarly claims that the products are "Made with 100% Pure Avocado Oil and simple ingredients . . ."

20. The *Avocado Oil Representation* on each of the Class Products conveys the unequivocal message that the Class Products are made *solely* with pure authentic avocado oil and no other fatty oils.

21. The *Avocado Oil Representations* are further reinforced by the ingredients listed on the Class Products' back labels, which list avocado oil as the *only* fatty "oil" ingredient.

22. The *Avocado Oil Representations* on the front, side and back labels are the same or similar on all Class Products, as reflected in the following representative images:

Chosen Foods Classic Mayo (various flavors):⁷



⁷ Flavors of the non-vegan mayonnaise Class Products include, without limitation, classic and chipotle.

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax 415.543.7861



OUR CLEAN & SIMPLE TAKE ON THIS
CLASSIC SPREAD IS MADE WITH
100% PURE AVOCADO OIL
& IS 1000% DELICIOUS.
MAYO DREAMS COME TRUE!



Chosen Foods Vegan Mayo:



INGREDIENTS: AVOCADO OIL,
FILTERED WATER, DISTILLED
WHITE VINEGAR, SUGAR,
CHICKPEA PROTEIN BLEND
(CHICKPEA PROTEIN, TAMARIND
SEED GUM), SALT, MUSTARD*
(DISTILLED VINEGAR*, WATER,
MUSTARD SEED*, SALT, SPICES*),
XANTHAN GUM, ROSEMARY EXTRACT*
(FOR FRESHNESS), MUSTARD OIL.

* = ORGANIC

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax 415.543.7861



OUR TOTALLY VEGAN TAKE ON THIS
CLASSIC SPREAD IS MADE WITH
100% PURE AVOCADO OIL
& IS 1000% DELICIOUS.
MAYO DREAMS COME TRUE!

SOY & CANOLA OIL FREE
MADE WITH CHICKPEA BROTH



Chosen Foods Salad Dressing (various flavors):⁸



INGREDIENTS: AVOCADO OIL, LEMON JUICE FROM CONCENTRATE (WATER, LEMON JUICE CONCENTRATE), WATER, SEA SALT, GARLIC POWDER, TAPIOCA STARCH, CITRUS FIBER, DEHYDRATED GARLIC, BLACK PEPPER, TAMARIND SEED GUM, TURMERIC POWDER

⁸ Flavors of the salad dressing Class Products include, without limitation, lemon garlic; classic ranch; steakhouse Caesar; homestyle balsamic; Greek artichoke; zesty Italian; and strawberry pistachio.

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax 415.543.7861



23. Defendant's website has similar statements that communicate to consumers that its mayonnaise products are made **only** with avocado oil. For instance, the webpages for Defendant's various mayonnaise and vegan mayonnaise Class Products have an image that claims other mayonnaises are "not 100% pure" and are "mixed with sketchy ingredients," as compared to Defendant's mayonnaises, which are "made with 100% pure avocado oil":



24. The webpages for Defendant’s various salad dressing Class Products have a similar image that claims other salad dressings are “not 100% pure” and are “mixed with sketchy ingredients,” as compared to Defendant’s salad dressings, which are “made with 100% pure avocado oil”:



25. Upon information and belief, a substantial portion of Defendant’s labeling, marketing and sale of the Class Products took place in, or emanated from, its California headquarters.

26. Defendant does not disclose anywhere that the Class Products are adulterated or “made with” any other fatty oils, and **not** solely “made with” avocado oil as represented. Reasonable consumers, like Plaintiff, thus reasonably believe that the Class Products are made **exclusively** with pure authentic avocado oil based on Defendant’s *Avocado Oil Representations*.

27. The Class Products, however, are not made solely with avocado oil. To the contrary, independent testing performed by scientific researchers at UC Davis found that the fatty acid and sterol profiles of sampled Chosen Food products show that they are **definitively not** made with only avocado oil and are adulterated or “made with” other fatty oils instead. Defendant’s unequivocal *Avocado Oil Representations* on the Class Products’ labels are, thus, false and deceptive.

B. The Class Products Are Not Exclusively “Made With” Avocado Oil

i. *International Standards for Identifying Avocado Oil Authenticity*

28. Concerns regarding the authenticity of high-value edible oils are well documented, particularly for avocado oil. “Numerous studies have demonstrated that products marketed as avocado oil may be partially or wholly substituted with lower-cost vegetable oils or refined oils, resulting in mislabeling and economic adulteration.”⁹ In response, a range of analytical approaches based on fatty acid composition, sterol profiles, and other minor components have been developed and applied to assess oil authenticity and support regulatory oversight.¹⁰

29. Fatty acids are the chemical building blocks of fats, and sterols are certain organic compounds found in fats. Each type of edible oil contains certain

⁹ *Id.*

¹⁰ *Id.*

1 proportions of the various fatty acids and sterols. These proportions are expressed in
2 the form of ranges, effectively creating a “fingerprint” using the reference ranges
3 unique to each type of oil. Authenticity of a particular oil is measured by evaluating
4 the unique ratios of specific components, such as oleic acid, campesterol,
5 stigmasterol, and cis-vaccenic acid, which differ significantly between avocado oils
6 and vegetable, seed, and other oils.

7 30. This unique “fingerprint” is codified by the Food and Agriculture
8 Organization of the United Nations (“FAO”) in the Codex Alimentarius¹¹ (“Codex”),
9 which is a collection of internationally recognized standards, guidelines, and codes
10 of practice adopted by the Codex Alimentarius Commission (“CAC”). These Codex-
11 codified “fingerprints” (i.e., fatty acid and sterol profiles) are used as the standards
12 for identifying various oils.

13 31. Food standards are proposed, evaluated, and adopted at CAC meetings.
14 The CAC is made up of 189 members representing 188 countries and the European
15 Union.¹² The Codex Electronic Working Group (“EWG”) tasked with understanding
16 and identifying the chemical properties of avocado oil, to be used as a means for
17 identifying authentic samples of avocado oil, was chaired by Mexico and co-chaired
18
19
20

21
22 ¹¹ Latin for “Food Code,” the Codex “is a collection of internally adopted food
23 standards and related texts presented in a uniform manner. These food standards and
24 related texts aim at protecting consumers’ health and ensuring fair practices in the
25 food trade. The publication of the Codex Alimentarius is intended to guide and
26 promote the elaboration and establishment of definitions and requirements for foods
27 to assist in their harmonization and in doing so to facilitate international trade.” See
28 <https://www.fao.org/fao-who-codexalimentarius/about-codex/en/#c453333> (last
visited Aug. 13, 2026).

¹² See <https://www.fao.org/fao-who-codexalimentarius/about-codex/members/en/>
(last visited Aug.16, 2026).

1 by the U.S.¹³ The EWG’s purpose was to “define a 100% authentic and[/]or pure
2 avocado oil, while promoting an inclusive proposal that considers the characteristics
3 of avocado oil produced in the various regions of the world.”¹⁴ The EWG noted in its
4 study “the problem of adulteration” in products acquired in supermarkets, which, for
5 purposes of their study, was “intended to be avoided as much as possible.”¹⁵

6 32. The CAC and EWG undertook the task of establishing and adopting a
7 means for identifying pure authentic avocado oil because “recent growth in demand
8 for healthier food products globally has seen a high value market develop for avocado
9 oil. International agreement on the criteria included in the standard will help protect
10 consumer health, facilitate trade, and provide a basis for determining the authenticity
11 of the product.”¹⁶

12 33. The CAC evaluated the Codex “fingerprint” for avocado oil based on
13 the EWG’s findings and recommendations during its 47th Session in Geneva,
14 Switzerland in November 2024 and voted unanimously to adopt it as a standard
15 means for identifying samples of pure authentic avocado oil.

16 ***ii. UC Davis Study on Avocado Oil Authenticity in Processed Foods***

17 34. Applying these Codex standards for identifying the “fingerprints” of
18 authentic avocado oil, in 2026, a group of scientific researchers at UC Davis
19

20
21 ¹³ See Codex Committee on Fats and Oils, *Draft Amendment/Revision to the Standard*
22 *for Named Vegetable Oils (CSX 210-1999) Inclusion of Avocado Oil*, CX/FO 24/28/4
23 (Nov. 2023) (available at: https://www.fao.org/fao-who-codexalimentarius/sh-proxy/ar/?lnk=1&url=https%253A%252F%252Fworkspace.fao.org%252Fsites%252Fcodex%252FMeetings%252FCX-709-28%252FWorking%2BDocuments%252Ffo28_04e.pdf) (last visited Aug. 13, 2026).

24
25 ¹⁴ *Id.* at 2.

26 ¹⁵ *Id.*

27 ¹⁶ FAO, *FAO-WHO Codex Alimentarius Commission Adopts New Standards* (Nov.
28 11, 2024) (available at: <https://www.fao.org/newsroom/detail/fao-who-codex-alimentarius-commission-adopts-new-standards-47session/en>) (last visited Aug. 13, 2026).

1 conducted a study of the authenticity of avocado and olive oil in certain processed
2 foods, such as snack products, mayonnaise, and salad dressings, purchased in
3 California retail stores and online, where the food labels declared a *single oil* (e.g.,
4 avocado oil or olive oil) in the label and ingredient list (“UC Davis Study”). Samples
5 of Chosen Foods mayonnaises and salad dressings were included in the Study.

6 35. The UC Davis Study found that:

7 Among the avocado oil-labeled products, 93% of chip samples were
8 classified as inconsistent with authentic avocado oil based on combined
9 fatty acid and sterol criteria. Similarly, 71% of mayonnaise samples and
10 100% of salad dressing samples were classified as inconsistent. These
11 findings indicate that labeled claims of premium oils in processed foods
12 do not consistently align with the chemical composition of the oil
13 fraction.¹⁷

14 36. Of the 14 mayonnaise samples analyzed, only four were observed to be
15 consistent with pure authentic avocado oil. Of the 12 salad dressings analyzed, none
16 were observed to be consistent with pure authentic avocado oil. Chosen Foods’
17 mayonnaise and salad dressing products fell within the majority of samples found to
18 be *inconsistent with pure authentic avocado oil*.

19 37. The UC Davis Study further found, based on the Codex standards, that
20 the patterns identified for these adulterated mayonnaises and salad dressings,
21 including Chosen Foods’, were “inconsistent with their labeled oil claims” and,
22 instead, were “*consistent with substitution or dilution using vegetable oils*.”¹⁸

23 38. The UC Davis Study was published in *Applied Food Research*, a peer-
24 reviewed, open access academic journal published by Elsevier and devoted to
25 scientific and technological applications of food science and engineering.

26
27 ¹⁷ UC Davis Study at 3.

28 ¹⁸ *Id.* at 4 (emphasis added).

39. Based on the independent testing performed by UC Davis scientists in the UC Davis Study, the Class Products do not conform to the Codex standards for products made with pure authentic avocado oil. Contrary to the *Avocado Oil Representation*, the Class Products are not “made with” authentic avocado oil but are adulterated or “made with” other lesser-value vegetable oils.

C. The *Avocado Oil Representations* Are Material

40. The *Avocado Oil Representations* are material – i.e., the representations are important to consumers in their decisions to purchase the Class Products. As the UC Davis Study observed:

[C]onsumers may reasonably interpret front-of-package oil claims as signals of meaningful product differentiation. Prior research demonstrates that ingredient based claims and ‘free-from’ labels can generate halo effects, shaping perceptions of healthiness and sustainability beyond what is objectively warranted. . . . As front-of-package marketing increasingly emphasizes premium oils, understanding whether labeled oils meaningfully represent the lipid fraction is essential for consumer transparency.¹⁹

41. Avocado oil is well-known to be one of the healthiest edible fatty oils. Studies have indicated that compounds in avocado oil are linked to improved heart, skin and eye health, among other benefits.²⁰ Consumers purchase avocado oil products (and pay more for) them because they believe products made with avocado oil have benefits as compared to products made with other oils. “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

¹⁹ UC Davis Study at 2.

²⁰ See <https://www.healthline.com/nutrition/9-avocado-oil-benefits> (last visited Aug. 14, 2026).

1 source of the product.”²¹

2 42. Based on Defendant’s *Avocado Oil Representations*, reasonable
3 consumers believe that the Class Products are made **only** with pure authentic avocado
4 oil. Reasonable consumers expect the words “MADE WITH 100% Pure AVOCADO
5 OIL” to mean that the products are made **exclusively** with pure authentic avocado oil,
6 and not an oil that is adulterated, mixed with other oils, or another type of oil
7 altogether. This is especially true where, as here, avocado oil is listed as the sole fatty
8 oil ingredient on the back-label ingredient list. Consumers of the Class Products
9 reasonably expect to know what type of oil they are consuming.

10 43. Defendant knows, or reasonably should know, that its Class Product
11 labeling is misleading consumers. Since at least 2020, the avocado oil industry has
12 been aware of pervasive problems with adulteration and purity of avocado oils.²² As
13 a producer, distributor, and seller of both avocado oil and products that claim to
14 **exclusively** use avocado oil, Defendant is, or reasonably should be, aware of industry
15 studies and trends and the problems with impurity and adulteration in the avocado oil
16 market.

17 44. Defendant’s false and misleading labeling also allows it to charge a
18 higher price for its Class Products. As the UC Davis Study found, “[r]etail prices
19 showed consistent premiums for products labeled as containing avocado oil . . .
20 relative to vegetable oil counterparts.”²³ Consumers purchased, and continue to
21 purchase, the Class Products in part because the *Avocado Oil Representations* convey
22 the unequivocal message that the products are made only with avocado oil. Plaintiff
23 and Class members would have paid less for the Class Products, or would not have
24

25 ²¹ UC Davis Study at 4.

26 ²² *See, e.g.,*

27 <https://www.sciencedirect.com/science/article/pii/S0956713520302449?via%3Dihub>
28 [b](#) (last visited Aug. 14, 2026).

²³ UC Davis Study at 4.

1 purchased them at all, if not for the false *Avocado Oil Representations*. Plaintiff and
2 Class members have, thus, suffered a financial injury by paying a price premium that
3 the Class Products command in the market as a result of Defendant's false
4 representations that they are made only with avocado oil.

5 **D. Plaintiff Was Misled and Harmed by Defendant's False Labeling**

6 45. On at least five different dates between 2024 and 2026, Plaintiff
7 purchased multiple Class Products from a Costco retail location located in California.

8 46. Each Class Product that Plaintiff purchased prominently displayed the
9 *Avocado Oil Representation* stating that the product was "MADE WITH 100% Pure
10 AVOCADO OIL" on the front label of the package, along with a cartoon picture of
11 a half avocado and language on the side and back labels confirming the product was
12 made only with avocado oil, as depicted in ¶ 22. The ingredient list for each Class
13 Product Plaintiff purchased listed avocado oil as the only fatty oil in the product's
14 ingredients. Plaintiff read and relied on these statements when purchasing the Class
15 Products and made her purchases because she wanted products made *solely* with pure
16 authentic avocado oil. Plaintiff would not have purchased the Class Products, or
17 would have paid less for them, had she known that they were adulterated, combined,
18 or made with other oils and not made with only pure authentic avocado oil.

19 47. Plaintiff wants Defendant to fix its practices and sell products with
20 accurate labeling. If Defendant fixes its products so that they are, in fact, made with
21 (and only with) pure avocado oil, Plaintiff would buy them again. However, absent
22 this fix, Plaintiff will be unable to rely on the Class Products' *Avocado Oil*
23 *Representation* in the future as she will be unable to determine the true contents
24 absent scientific testing, and so will be unable to purchase the Class Products in the
25 future, although she would like to. Plaintiff remains interested in purchasing products
26 that contain *only* avocado oil, intends on purchasing them in the future, and would
27 consider purchasing Chosen Foods' Class Products in the future if Defendant ensured
28 that its *Avocado Oil Representations* were accurate and truthful.

REASONABLE CONSUMER STANDARD

48. The “reasonable consumer” standard applies to FAL and UCL claims²⁴, as well as to CLRA claims.²⁵

49. A “reasonable consumer” is an ordinary consumer acting reasonably under the circumstances.²⁶ Such a consumer “need not be exceptionally ‘acute and sophisticated,’” nor must the consumer “necessarily be wary or suspicious of advertising claims.”²⁷

50. To meet the reasonable consumer standard, “a plaintiff need only show that members of the public are likely to be deceived” by the defendant’s advertising.²⁸ Members of the public are likely to be deceived by advertising that is false and by advertising that, “although true, is either actually misleading or...has a capacity, likelihood, or tendency to deceive or confuse the public.”²⁹

51. As the U.S. Supreme Court has long recognized:

Advertisements as a whole may be completely misleading although every sentence separately considered is literally true. This may be because things are omitted that should be said, or because advertisements are composed or purposefully printed in such way as to mislead. . . . *That exceptionally acute and sophisticated readers might have been able by penetrating analysis to have deciphered the true nature of the contest's terms is not sufficient to bar findings of fraud by a factfinding tribunal. Questions of fraud may be determined in the*

²⁴ *Kasky v. Nike, Inc.*, 27 Cal.4th 939, 950-951 (2002).

²⁵ *Aron v. U-Haul Co. of California*, 143 Cal.App.4th 796, 806 (2006).

²⁶ *Skinner v. Ken’s Foods, Inc.*, 53 Cal.App.5th 938, 948 (2020), citing *Colgan v. Leatherman Tool Group, Inc.*, 135 Cal.App.4th 663, 682 (2006).

²⁷ *Id.*, citing *Lavie v. Proctor & Gamble Co.*, 105 Cal.App.4th 496, 509-510 (2003).

²⁸ *Colgan*, 135 Cal.App.4th at 682.

²⁹ *Kasky*, 27 Cal.4th at 951.

1 *light of the effect advertisements would most probably produce on*
2 *ordinary minds. . . . People have a right to assume that fraudulent*
3 *advertising traps will not be laid to ensnare them. ‘Laws are made to*
4 *protect the trusting as well as the suspicious.’*³⁰

5 52. Reasonable consumers are not expected to look beyond misleading
6 misrepresentations on the front of a package to discover truths in small print on the
7 back.³¹ Further, reasonable consumers are not required to be “versed in the art of
8 inspecting and judging a product.”³² Consumers also are not required to undertake
9 an investigation and make a one-to-one comparison of various competing products.³³

10 53. As courts hold, it is “*an untenable position*” that “*the hypothetical*
11 *‘reasonable consumer’* would, as a matter of law, examine the makeup of a
12 [product]; that such a consumer would not rely upon the expertise of pharmacologists
13 and doctors but *would instead analyze the various concentrations of [ingredients]*
14 *in each [product] and draw a personal conclusion* about which ingredients he/she
15 needed.”³⁴

16 54. Representations “may not be misleading in isolation, but are deceptive
17 when considering the package and advertisement as a whole.”³⁵ Thus, a “perfectly
18 true statement couched in such a manner that it is likely to mislead or deceive the
19

20 ³⁰ *Donaldson v. Read Magazine*, 333 U.S. 178, 188-189 (1948) (emphasis added,
21 internal citations omitted).

22 ³¹ *Williams v. Gerber Prods. Co.*, 552 F.3d 934, 939 (9th Cir. 2008).

23 ³² *Skinner*, 53 Cal.App.5th at 949, citing *Colgan*, 135 Cal.App.4th at 682.

24 ³³ *Homeland Housewares, LLC v. Euro-Pro Operating LLC*, 2014 U.S. Dist. LEXIS
117587, at *8-9 (C.D. Cal. 2014).

25 ³⁴ *Brady v. Bayer Corp.*, 26 Cal.App.5th 1156, 1160 (2018) (emphasis added).

26 ³⁵ *Mullins v. Premier Nutrition Corp.*, 178 F.Supp.3d 867, 889 (N.D. Cal. 2016). *See*
27 *also Bruton v. Gerber Prods. Co.*, 2017 U.S. App. LEXIS 12833, at *3 (9th Cir. 2017)
28 (noting that “even technically correct labels can be misleading”); *Lima v. Gateway,*
Inc., 710 F.Supp.2d 1000, 1007 (C.D. Cal. 2010) (holding that statements “cannot be
considered in isolation because they contribute to the deceptive context of the
advertising as a whole”).

1 consumer, such as by failure to disclose other relevant information, is actionable.”³⁶

2 **EQUITABLE RELIEF**

3 55. As a result of Defendant’s unlawful business practices, and the harm
4 caused to Plaintiff and Class members, Defendant should be required to pay for all
5 damages and/or restitution. Monetary compensation alone, however, is insufficient
6 to remedy the ongoing harm caused to Plaintiff and Class members who are unaware
7 of Defendant’s deceptive conduct and will continue purchasing the Class Products,
8 reasonably but incorrectly believing that they are purchasing products made only with
9 avocado oil. Accordingly, injunctive relief requiring Defendant to cease its false and
10 deceptive labeling practices with respect to the Class Products is necessary and
11 appropriate.

12 56. At this early juncture, Plaintiff does not know whether the Court will
13 accept a model for legal damages that Plaintiff will proffer in the future at the
14 appropriate time, nor does Plaintiff know whether the Court will find that any such
15 model adequately compensates Plaintiff’s and the Classes’ losses. Therefore, Plaintiff
16 sets forth alternate theories of legal damages and equitable restitution.

17 57. As described in this Complaint, Defendant’s material
18 misrepresentations on the packaging of its Class Products are ongoing and represent
19 an ongoing deception to Plaintiff and consumers who are subjected to Defendant’s
20 misleading and false representations. Thus, on behalf of herself, the Classes, and the
21 general public, Plaintiff seeks an injunction prohibiting Defendant from the
22 marketing and packaging of the Class Products with the misleading and false
23 *Avocado Oil Representations* described in this Complaint.

24 **CLASS ACTION ALLEGATIONS**

25 58. As detailed above, Defendant is engaged in false and deceptive
26

27
28 ³⁶ *Day v. AT&T Corp.*, 63 Cal.App.4th 325, 332-333 (1998); *Aron*, 143 Cal.App.4th
at 807.

1 marketing, advertising, and product labeling. Defendant's customers are uniformly
2 impacted by and exposed to this deceptive conduct.

3 59. Plaintiff brings this action individually and as a class action on behalf of
4 others similarly situated, pursuant to Federal Rule of Civil Procedure 23, with classes
5 defined as follows:

6 **Nationwide Class**

7 All natural persons who purchased at least one of the Class Products in the
8 United States within the applicable statute of limitations period.

9 **California Subclass**

10 All natural persons who purchased at least one of the Class Products in the
11 State of California within the applicable statute of limitations period.

12 60. Excluded from the Classes are the following individuals and/or entities:
13 Defendant and its parents, subsidiaries, affiliates, officers and directors, current or
14 former employees, and any entity in which Defendant has a controlling interest; all
15 individuals who make a timely election to be excluded from this proceeding using
16 the correct protocol for opting out; and all judges assigned to hear any aspect of this
17 litigation, as well as their immediate family members.

18 61. The Classes that Plaintiff seeks to represent contain numerous members
19 and are ascertainable. Plaintiff reserves the right to amend or modify the class
20 definitions and/or to add subclasses or limitations to particular issues.

21 62. By its unlawful actions, Defendant has violated California Business &
22 Professions Code §§ 17200, *et seq.* and 17500, *et seq.* and California Civil Code §
23 1770. The questions raised are, therefore, of common or general interest to the Class
24 members, who have a well-defined community of interest in the questions of law and
25 fact raised in this action.

26 63. Numerosity: The proposed Classes are so numerous that joinder of all
27 members would be impractical. The Class Products are sold throughout the United
28 States and the State of California. The number of individuals who purchased Class

Products during the relevant time period is at least in the hundreds, making joinder of individual cases impracticable. While the precise number of Class members and their identities are unknown to Plaintiff at this time, these Class members are identifiable and ascertainable.

64. Typicality: Plaintiff's claims are typical of those of the proposed Classes, as all members of the proposed Classes are similarly affected by Defendant's uniform unlawful conduct as alleged herein. Plaintiff's claims and the Class members' claims are based on the same legal theories and arise from the same unlawful conduct, resulting in the same injury to Plaintiff and all other Class members.

65. Common Questions of Law and Fact Predominate: There are questions of law and fact common to the proposed Classes that predominate over any questions affecting only individual Class members. These common questions of law and fact include, without limitation, the following:

- a. Whether Defendant misrepresented material facts and/or failed to disclose material facts in connection with the manufacturing, packaging, marketing, distribution, and sale of the Class Products;
- b. Whether Defendant's packaging, marketing, and labeling of Class Products are misleading and/or likely to deceive reasonable consumers;
- c. Whether Defendant's use of the challenged packaging, i.e. the *Avocado Oil Representations*, constitutes false or deceptive advertising;
- d. Whether Defendant engaged in unfair, unlawful and/or fraudulent business practices;
- e. Whether Defendant violated California Business & Professions Code § 17200, *et seq.*;

- f. Whether Defendant violated California Business & Professions Code § 17500, *et seq.*;
- g. Whether Defendant violated California Civil Code § 1770;
- h. Whether Defendant's unlawful conduct, as alleged herein, was intentional and knowing;
- i. Whether Defendant's marketing, advertising, packaging, and sale of Class Products caused Plaintiff and the Classes to suffer economic harm;
- j. Whether Plaintiff and the Classes are entitled to damages and/or restitution, and if so, in what amounts;
- k. Whether Plaintiff and the Classes are entitled to injunctive relief; and
- l. Whether Plaintiff and the Classes are entitled to an award of reasonable attorneys' fees, interest, and costs of suit.

66. Defendant has engaged in a common course of conduct giving rise to violations of the legal rights sought to be enforced uniformly by Plaintiff on behalf of the proposed Classes. Similar or identical statutory violations, business practices, and injuries are involved. The injuries sustained by proposed Class members flow, in each instance, from a common nucleus of operative fact, namely, Defendant's deceptive packaging and advertising of the Class Products emanating from its headquarters in California. Each instance of harm suffered by Plaintiff and Class members has directly resulted from a single course of unlawful conduct. Each Class member has been exposed to the same deceptive practice: the labeling of Class Products as made exclusively with pure authentic avocado oil, when in fact the products are adulterated or made with lesser-value vegetable or other oils. Individual questions, if any, pale in comparison to the numerous common questions presented in this action.

67. Defendant has acted, or failed to act, on grounds generally applicable to

Plaintiff and the proposed Classes, supporting the imposition of uniform relief to ensure compatible standards of conduct toward Class members.

68. Adequacy: Plaintiff will fairly and adequately represent and protect the interests of the other Class members. Plaintiff has retained counsel with substantial experience in prosecuting complex litigation and class actions. Plaintiff and her counsel are committed to prosecuting this action vigorously on behalf of the Class members and have the financial resources to do so. Neither Plaintiff nor her counsel have any interests adverse to those of the other Class members.

69. Superiority: Because the monetary damages suffered by individual Class members are relatively small, the expense and burden of individual litigation make it impossible or unlikely for individual Class members to seek redress for the wrongful conduct described herein. If Class treatment of these claims is not available, Defendant likely will continue its wrongful conduct, unjustly retain improperly obtained revenues, and otherwise escape responsibility for their wrongdoing.

70. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual litigation of the claims of all Class members is impracticable and questions of law and fact common to the class predominate over any questions affecting only individual members of the Classes. Even if every individual Class member could afford individual litigation, the court system could not. It would be unduly burdensome to the courts if individual litigation of the numerous cases was required. Individualized litigation would also present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same factual issues. By contrast, the conduct of this action as a class action with respect to some or all of the issues will present fewer management difficulties, conserve the resources of the court system and the parties, and protect the rights of each Class member. Further, it will prevent the very real harm that would be suffered by numerous putative Class members who simply will be unable to

1 enforce individual claims of this size on their own, and by Defendant’s competitors,
2 who will be placed at a competitive disadvantage as their punishment for obeying the
3 law. Plaintiff anticipates no difficulty in the management of this case as a class action.

4 71. The prosecution of separate actions by individual class members may
5 also create a risk of adjudications with respect to them that would, as a practical
6 matter, be dispositive of the interests of other Class members not parties to those
7 adjudications or would substantially impair or impede the ability of those non-party
8 Class members to protect their interests. It would also run the risk of establishing
9 inconsistent standards of conduct for Defendant.

10 **FIRST CAUSE OF ACTION**
11 **Violations of California’s False Advertising Law**
12 **(Cal. Bus. & Prof. Code § 17500, *et seq.*)**
(*For Plaintiff and the Classes*)

13 72. Plaintiff incorporates each allegation set forth above as if fully set forth
14 herein and further alleges as follows.

15 73. California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code §
16 17500, *et seq.*, makes it unlawful for any person to engage in advertising “which is
17 untrue or misleading, and which is known, or which by the exercise of reasonable
18 care should be known, to be untrue or misleading . . .”

19 74. Defendant has represented, and continues to represent, to the public,
20 including Plaintiff and members of the proposed Classes, through its deceptive
21 packaging and product labeling, that the Class Products are made exclusively with
22 pure authentic avocado oil. Because Defendant has disseminated misleading
23 information regarding the Class Products, and Defendant knows, knew, or should
24 have known, through the exercise of reasonable care, that the *Avocado Oil*
25 *Representations* are false and misleading, Defendant has violated the FAL. Upon
26 information and belief, Defendant’s false statements were developed, reviewed and
27 approved in California.

28 75. Plaintiff and Class members have suffered injury-in-fact and have lost

1 money as a result of Defendant's false and misleading representations. Indeed,
2 Plaintiff and Class members purchased the Class Products *because of* Defendant's
3 misrepresentations. Plaintiff and members of the proposed Classes would not have
4 purchased the Class Products, or would have paid less for them, had they known that
5 the *Avocado Oil Representations* described above were false and misleading.

6 76. As a result of Defendant's false advertising, it has and continues to
7 unlawfully obtain money from Plaintiff and Class members. Plaintiff therefore
8 requests that the Court cause Defendant to restore this fraudulently obtained money
9 to her and members of the proposed Classes, to disgorge profits Defendant made on
10 these transactions, and to enjoin Defendant from violating the FAL. Otherwise,
11 Plaintiff and Class members may be irreparably harmed and/or denied an effective
12 and complete remedy.

13 77. Plaintiff's success in this action will enforce important rights affecting
14 the public interest and, in that regard, Plaintiff sues on behalf of the proposed Classes
15 as well as on behalf of herself and the general public.

16 78. Injunctive relief is necessary and appropriate to prevent Defendant from
17 repeating or continuing its wrongful business practices alleged above.

18 79. Plaintiff and Class members have no adequate remedy at law and are
19 therefore entitled to restitution, disgorgement, and/or the imposition of a constructive
20 trust to recover the amounts of Defendant's ill-gotten gains, and/or other sums as may
21 be just and equitable.

22 80. Plaintiff takes upon herself enforcement of these laws and lawful claims.
23 There is a financial burden incurred in pursuing this action and it would be against
24 the interests of justice to penalize Plaintiff by forcing her to pay attorneys' fees from
25 the recovery in this action. Therefore, an award of attorneys' fees is appropriate
26 under California Code of Civil Procedure § 1021.5.

27 //

28 //

SECOND CAUSE OF ACTION
Violations of California’s Unfair Competition Law
(Cal. Bus. & Prof. Code § 17200, et seq.)
(For Plaintiff and the Classes)

81. Plaintiff incorporates each allegation set forth above as if fully set forth herein and further alleges as follows.

82. California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200, *et seq.*, provides, in pertinent part, that “unfair competition shall mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading advertising . . .”

83. Under the UCL, a business act or practice is “unlawful” if it violates any established state or federal law. Defendant’s false and misleading advertising and labeling of the Class Products was and continues to be “unlawful” because it violates, *inter alia*, the CLRA, FAL, and Cal. Health & Safety Code §§ 110620 (“It is unlawful for any person to manufacture, sell, . . . or offer for sale any food that is adulterated.”) and 110585 (“Any food is adulterated . . . (b) if any substance has been substituted wholly or in part therefor . . . [or] (d) if . . . any substance has been added thereto or mixed or packed therewith so as to . . . reduce its quality or strength or make it appear better or of greater value than it is.”). As a result of its unlawful business acts and practices, Defendant has unlawfully obtained money from Plaintiff and proposed Class members.

84. Under the UCL, a practice is “unfair” if the conduct offends an established public policy or is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers, as the benefits of committing such acts or practices are outweighed by the gravity of the harm to the alleged victims. Defendant’s conduct was and continues to be of no benefit to purchasers of Class Products, as it is misleading, unfair, unlawful and injurious to consumers who rely on the packaging and Defendant’s false *Avocado Oil Representations*. Deceiving consumers into believing the Class Products are made **only** with avocado oil, when

1 they are not, is of no benefit – and is substantially injurious – to consumers. As a
2 result of its unfair business acts and practices, Defendant has and continues to unfairly
3 obtain money from Plaintiff and proposed Class members.

4 85. Under the UCL, a business act or practices is “fraudulent” if it actually
5 deceives or is likely to deceive members of the consumer public. Defendant’s conduct
6 was and continues to be fraudulent because it has the effect of deceiving consumers
7 into believing the Class Products are made exclusively with avocado oil. As a result
8 of its fraudulent business acts and practices, Defendant has and continues to
9 fraudulently obtain money from Plaintiff and proposed Class members.

10 86. Upon information and belief, Defendant’s false statements were
11 developed, reviewed and approved in California.

12 87. Plaintiff has standing to pursue this claim as she has suffered an injury
13 in fact and lost money or property as a result of Defendant’s acts and practices as
14 described herein. In particular, Plaintiff purchased and paid a price-premium for the
15 Class Products based on Defendant’s false and misleading *Avocado Oil*
16 *Representations*. Had Defendant disclosed to Plaintiff that the Class Products were
17 not made exclusively with avocado oil as advertised, Plaintiff would not have
18 purchased the Class Products or would have paid less for them.

19 88. As a direct and proximate result of Defendant’s unlawful, unfair and
20 fraudulent acts and practices, Defendant has received and continues to hold as ill-
21 gotten gains money and property belonging to Plaintiff and the Classes.

22 89. Cal. Bus. & Prof. Code § 17203 provides that the Court may restore to
23 any person in interest any money or property that may have been acquired by means
24 of unfair, deceptive, and fraudulent business acts and practices and may order
25 restitution by Defendant to Plaintiff for the practices alleged in this Complaint.
26 Plaintiff and proposed Class members are entitled under Cal. Bus. & Prof. Code §§
27 17203 and 17208 to restitution and restoration of all ill-gotten money and property
28 belonging to Plaintiff and the Classes.

1 90. Plaintiff's success in this action will enforce important rights affecting
2 the public interest and, in that regard, Plaintiff brings this action on behalf of the
3 proposed Classes as well as on behalf of herself and the general public.

4 91. Plaintiff requests that the Court enjoin Defendant from violating the
5 UCL as described herein. Injunctive relief is necessary and appropriate to prevent
6 Defendant from repeating or continuing its wrongful business practices that are
7 alleged above.

8 92. Plaintiff takes upon herself the enforcement of these laws and lawful
9 claims. There is a financial burden incurred in pursuing this action and it would be
10 against the interests of justice to penalize Plaintiff by forcing her to pay attorneys'
11 fees from the recovery in this action. Therefore, an award of attorneys' fees is
12 appropriate under California Code of Civil Procedure § 1021.5.

13 **THIRD CAUSE OF ACTION**
14 **Violations of Consumer Legal Remedies Act**
15 (Cal. Civ. Code § 1750, *et seq.*)
16 (For Plaintiff and the Classes)

17 93. Plaintiff incorporates each allegation set forth above as if fully set forth
18 herein and further alleges as follows.

19 94. Plaintiff brings this claim individually and on behalf of the proposed
20 Classes against Defendant pursuant to California's Consumers Legal Remedies Act
21 ("CLRA"), Cal. Civ. Code § 1750, *et seq.*

22 95. At all relevant times, the Class Products were and are "goods" within
23 the meaning of Cal. Civ. Code § 1761(a), and the purchases of the Class Products by
24 Plaintiff and Class members constitute "transactions" within the meaning of Cal. Civ.
25 Code § 1761(e).

26 96. At all relevant times, Plaintiff and Class members were and are
27 "consumers" within the meaning of Cal. Civ. Code § 1761(d).

28 97. At all relevant times, Defendant was and is a "person" as defined in Cal.

1 Civ. Code § 1761(c).

2 98. Cal. Civ. Code § 1770(a)(5) prohibits “[r]epresenting that goods or
3 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or
4 qualities that they do not have . . .” Defendant violated and continues to violate Cal.
5 Civ. Code § 1770(a)(5) by representing that the Class Products have characteristics
6 and ingredients (i.e., made *only* with avocado oil) that they do not have.

7 99. Cal. Civ. Code § 1770(a)(7) prohibits “[r]epresenting that goods or
8 services are of a particular standard, quality, or grade, or that goods are of a particular
9 style or model, if they are of another.” Defendant violated and continues to violate
10 Cal. Civ. Code § 1770(a)(7) by representing that the Class Products have
11 characteristics and ingredients (i.e., made *only* with avocado oil) that they do not
12 have. Defendant’s conduct constitutes unfair methods of competition and unfair or
13 fraudulent acts or practices in that Defendant misrepresents the particular standard,
14 quality, or grade of the Class Products.

15 100. Cal. Civ. Code § 1770(a)(9) prohibits “[a]dvertising goods or services
16 with intent not to sell them as advertised.” By marketing the Class Products as made
17 *only* with avocado oil, but not intending to sell them as such (i.e., selling them with
18 knowledge that they are adulterated or made with other oils), Defendant has violated
19 Cal. Civ. Code § 1770(a)(9).

20 101. Cal. Civ. Code § 1770(a)(16) prohibits “[r]epresenting that the subject
21 of a transaction has been supplied in accordance with a previous representation when
22 it has not.” By marketing the Class Products as made *only* with avocado oil, but not
23 intending to sell them as such (i.e., selling them with knowledge that they are
24 adulterated or made with other oils), Defendant has violated Cal. Civ. Code §
25 1770(a)(16).

26 102. Defendant’s false and misleading representations were uniform and
27 made with the intent to deceive Plaintiff and the proposed Classes and deprive them
28 of their legal rights and money. Plaintiff and Class members acted reasonably when

1 they purchased the Class Products on the belief that Defendant's representations were
2 true and lawful.

3 103. At all relevant times, Defendant knew or reasonably should have known
4 that the *Avocado Oil Representations* on the Class Products' packaging are false and
5 deceptive, and that Plaintiff and other Class members would reasonably and
6 justifiably rely on them when purchasing the Class Products. Nonetheless, Defendant
7 persisted in making the *Avocado Oil Representations* on the Class Products' labels to
8 deceive consumers into believing they are buying and consuming products made
9 exclusively with avocado oil. Upon information and belief, Defendant's false
10 statements were developed, reviewed and approved in California

11 104. Plaintiff and Class members have justifiably relied on Defendant's
12 misleading *Avocado Oil Representations* when purchasing the Class Products.
13 Moreover, based on the materiality of Defendant's misleading and deceptive conduct,
14 reliance may be presumed or inferred for Plaintiff and Class members.

15 105. Plaintiff and Class members have suffered and continue to suffer injuries
16 caused by Defendant because they would have paid less for the Class Products, or
17 would not have purchased them at all, had they known that the *Avocado Oil*
18 *Representations* were false.

19 106. Under Cal. Civ. Code § 1780(a), Plaintiff and the proposed Classes seek
20 injunctive and equitable relief for Defendant's violations of the CLRA.

21 107. Attached hereto as Exhibit 1 is a declaration of venue pursuant to Cal.
22 Civ. Code § 1780(d).

23 **PRAYER FOR RELIEF**

24 **WHEREFORE**, Plaintiff, individually and on behalf of the proposed Classes,
25 respectfully pray for the following relief:

- 26 a. An order certifying this case as a class action on behalf of the Classes
27 defined above, appointing Plaintiff as a representative of the Classes,
28 and appointing Plaintiff's counsel as lead counsel for the Classes;

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax 415.543.7861

- b. A declaration that Defendant's actions, as described herein, violate the claims described herein;
- c. An award to Plaintiff and the proposed Classes of restitution and/or other equitable relief, including, without limitation, restitutionary disgorgement of all profits and unjust enrichment that Defendant obtained from Plaintiff and the proposed Classes as a result of its unlawful, unfair and fraudulent business practices described herein;
- d. An award of injunctive and other equitable relief as is necessary to protect the interests of Plaintiff and Class members, including, *inter alia*, an order prohibiting Defendant from engaging in the unlawful acts described above;
- f. Damages as permitted by Cal. Civ. Code §§ 1780 and 1782(d);
- g. Payment of costs of the suit;
- h. Payment of attorneys' fees and costs under Cal. Code of Civ. Proc. § 1021.5 and Cal. Civ. Code § 1780(e);
- i. An award of pre- and post-judgment interest to the extent allowed by law; and
- j. Such other or further relief as the Court may deem proper.

Dated: August 25, 2026

Respectfully submitted,
KELLER GROVER LLP

By: /s/ Eric A. Grover
ERIC A. GROVER
SARAH R. HOLLOWAY
Attorneys for Plaintiffs

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax 415.543.7861

JURY DEMAND

Plaintiff, on behalf of herself and the proposed Classes, hereby demands a jury trial with respect to all issues triable of right by jury.

Respectfully submitted,
Dated: August 25, 2026 **KELLER GROVER LLP**

By: /s/ Eric A. Grover

ERIC A. GROVER
SARAH R. HOLLOWAY
Attorneys for Plaintiffs