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Superior Court of California,
County of San Francisco

08/13/2026
Clerk of the Court

BY: ERNALYN BURA
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEBORAH BAUTISTA, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

SNYDER'S-LANCE, INC., a North
Carolina corporation,

Defendant.

Case No.

CGC-26-639884

CLASS ACTION COMPLAINT FOR:

1. Violations of the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.*;
2. Violations of the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*; and
3. Breach of Express Warranty

Demand for Jury Trial

Plaintiff Deborah Bautista (“Plaintiff”) brings this action individually and on behalf of all others similarly situated, by and through undersigned counsel, against Defendant Snyder’s-Lance, Inc. (“Defendant”). Based upon personal knowledge as to herself and her own acts, and upon information and belief and the investigation of counsel as to all other matters, Plaintiff alleges as follows.

INTRODUCTION

1. Defendant prominently sells its Kettle® Brand Sea Salt with a Hint of Pink Peppercorn as “MADE WITH AVOCADO OIL” potato chips (the “Product”). The ingredient list reinforces that message by listing “avocado oil” as the sole oil ingredient.





2. The avocado oil representations are false and materially misleading. A July 2026 peer-reviewed and published study by researchers at the University of California, Davis tested two separately sourced lots of the Product. Both lots were compositionally inconsistent with authentic avocado oil across multiple independent fatty-acid and sterol markers. The observed pattern was instead consistent with substitution or dilution using other vegetable oils.

1 9. Plaintiff wanted chips made with avocado oil and considered the type of oil
 2 important to her purchasing decision. She paid a price premium attributable to the avocado-oil
 3 representation. Had Defendant disclosed that the Product's oil was not compositionally
 4 consistent with authentic avocado oil, Plaintiff would not have purchased it or would have paid
 5 less.

6 10. Plaintiff continues to desire potato chips made with authentic avocado oil and
 7 would purchase the Product again if she could rely on Defendant's labeling. Because Defendant
 8 continues to market the Product as "AVOCADO OIL" chips without disclosing the results
 9 described below or otherwise providing a reliable means to determine whether the oil is
 10 authentic, Plaintiff cannot know whether the representation is truthful and faces a real threat of
 11 future harm.

12 11. Defendant Snyder's-Lance, Inc. is a North Carolina corporation with its principal
 13 place of business at One Campbell Place, Camden, New Jersey. Defendant is an indirect wholly
 14 owned subsidiary of The Campbell's Company.

15 12. The Product's packaging states that it is "Distributed by Kettle Brand." "Kettle
 16 Brand" is an active assumed business name registered in Oregon. The registration identifies
 17 Snyder's-Lance as the authorized representative of record and lists One Campbell Place,
 18 Camden, New Jersey, which is the same address listed as Snyder's-Lance's principal office in
 19 the North Carolina Secretary of State's records. The Oregon registration was submitted by David
 20 A. Vincoff, who is identified in North Carolina's records as a Vice President of Snyder's-Lance.

21 13. The Campbell's Company's 2025 Annual Report identifies Kettle Brand potato
 22 chips as one of its "leadership brands" and states that The Campbell's Company, together with
 23 its consolidated subsidiaries, is a manufacturer and marketer of branded food products, including
 24 Kettle Brand potato chips.¹

25 FACTUAL ALLEGATIONS

26
 27
 28 ¹ See <https://investor.thecampbellscompany.com/static-files/dd731f42-377f-4dc2-b2ef-54e72b6ba4c3>

A. DEFENDANT’S AVOCADO-OIL REPRESENTATIONS

14. The front of the package prominently displays the words “AVOCADO OIL” and provides a picture of an avocado in close proximity.

15. The ingredient statement identifies “avocado oil” as the sole oil ingredient. It does not identify soybean, sunflower, canola, or any other vegetable oil, and it does not disclose that the avocado oil may be substituted or diluted.

16. These statements convey a clear and uniform message: the sole declared edible oil used in the Product is authentic avocado oil. The ingredient is not incidental to the Product’s identity. “AVOCADO OIL” appears prominently in the Product name and on the principal display panel.

B. THE UC DAVIS STUDY

17. On July 11, 2026, *Applied Food Research*, a peer-reviewed scientific journal published by Elsevier B.V., published “Authenticity of avocado and olive oils used as ingredients in commercially processed foods” (Lopez-Alvarez, N., Li, X., Vizgordiski, B., & Wang, S.C. (2026). *Applied Food Research*, 6, Article 102389, <https://doi.org/10.1016/j.afres.2026.102389>) (the “UC Davis Study” or “Study”).² The Study was conducted by researchers in the Department of Food Science and Technology at the University of California, Davis.

18. The Study evaluated, for the first time, the authenticity of avocado oil and olive oil used as the sole declared edible-oil ingredients in commercially processed foods, including chips. The researchers analyzed 74 commercial avocado- and olive-oil-labeled samples purchased in 2025 and 2026 from online retailers and California retail stores. They collected two separate lots of each product and analyzed each lot in duplicate.

19. For chips, the researchers extracted the oil using Soxhlet extraction and analyzed the recovered oil through fatty-acid methyl-ester profiling and sterol-composition analysis by

² A true and correct copy of the UC Davis Study, the accompanying identification of the studied products, and the relevant supplementary tables is attached hereto as **Exhibit A**.

gas chromatography with flame-ionization detection. The resulting profiles were evaluated against Codex Alimentarius standards intended to encompass natural variation caused by cultivar, geographic origin, maturity, and growing conditions.

20. The Study did not classify a sample as inconsistent merely because of a small or isolated deviation. It tolerated a deviation limited to a single marker that did not exceed 10% beyond the established compositional limit, treated certain marginal results as borderline, and classified samples as inconsistent only where multiple deviations or compositional patterns were inconsistent with authentic reference profiles.

21. The researchers also prepared model potato chips with authentic avocado oil and compared the oil before frying with oil recovered from the finished chips. Frying caused only minor changes in the relevant markers. The Study concluded that normal processing effects were insufficient to explain the significant deviations observed in inconsistent commercial products.

22. The Study tested two separately sourced lots of the Product as Samples 17 and 18, both purchased from California retailers. Both lots were analyzed in duplicate.

23. The fatty-acid composition of each lot deviated from the Codex ranges for authentic avocado oil on multiple markers, as follows:

Fatty Acid Marker	Codex Range	Sample 17	Sample 18
Palmitic acid (C16:0)	11.0%–26.0%	12.4% (within range)	8.5% (below range)
Palmitoleic acid (C16:1)	4.0%–17.1%	1.0% (below range)	1.3% (below range)
Stearic acid (C18:0)	0.1%–1.3%	3.0% (above range)	2.5% (above range)

24. The sterol composition of both lots likewise deviated from the Codex range on multiple markers:

Sterol Marker	Codex Range	Sample 17	Sample 18
Campesterol	4.0%–8.3%	3.9% (marginally below range)	10.0% (above range)
Stigmasterol	0.3%–2.0%	1.7% (within range)	6.6% (above range)
Clerosterol	1.0%–2.5%	1.2% (within range)	0.3% (below range)
β -sitosterol	79.0%–93.4%	77.6% (marginally below range)	65.3% (below range)
Delta-7-avenasterol	ND–1.5%	0.6% (within range)	2.5% (above range)
Delta-7-stigmastenol	ND–1.5%	6.1% (above range)	8.2% (above range)

25. The lots also contained cis-vaccenic acid at the following levels:

Marker	Sample 17	Sample 18	Study's "Consistent" Products (mean)	Study's "Inconsistent" Products (mean)
Cis-vaccenic acid (C18:1 n-7)	2.4%	1.6%	5.3% $\pm$ 1.0%	1.7% $\pm$ 0.5%

26. The Study found a statistically significant difference in cis-vaccenic acid levels between avocado-oil-labeled products classified as compositionally consistent and inconsistent. Sample 18 was consistent with the 1%–2% range the Study described for inconsistent samples, while Sample 17 was substantially below the 5.3% mean reported for consistent samples and closer to the 1.7% mean reported for inconsistent samples.

27. The concordance of multiple independent fatty-acid and sterol markers, including delta-7-stigmastenol, which reached approximately 4.1 and 5.5 times the Codex ceiling in Samples 17 and 18, respectively, supports the inference that the Product's oil was compositionally inconsistent with authentic avocado oil and instead reflected substitution with or material dilution by another vegetable oil. The Product's labeling did not disclose any blended-oil formulation.

C. MATERIALITY, RELIANCE, AND INJURY

28. The identity of the cooking oil is material to reasonable consumers. Avocado oil is marketed and perceived as a premium oil with desirable nutritional and taste attributes. Consumers also choose avocado-oil products to avoid common seed oils. Defendant's own placement of "AVOCADO OIL" prominently in the Product name and on the front panel confirms its materiality.

29. Products labeled as containing avocado oil generally command higher prices than products made with ordinary vegetable oils. The Study likewise observed that avocado-oil-labeled processed foods generally commanded a price premium over vegetable-oil counterparts.

30. Defendant knew or should have known the identity and authenticity of the Product's primary cooking oil through supplier specifications, certificates of analysis, purchase records, formulation records, quality-control testing, and routine diligence. Defendant nevertheless represented without qualification that the Product contained avocado oil as its sole edible oil.

31. Plaintiff and Class members saw and relied on the uniform avocado-oil representations in purchasing the Product. They received a product worth less than represented and paid money they otherwise would not have paid, or paid a price premium, causing economic injury.

CLASS ACTION ALLEGATIONS

32. Plaintiff brings this action as a class action pursuant to California Code of Civil Procedure section 382 on behalf of the following class:

All persons who purchased the Product for personal, family, or household use in California during the applicable statute of limitations period through the date class notice is disseminated.

33. Excluded from the Class are: (i) Defendant and its officers, directors, and employees; (ii) any person who files a valid and timely request for exclusion; (iii) judicial officers and their immediate family members and associated court staff assigned to the case; and (iv) individuals who received a full refund of the Product from Defendant.

34. Plaintiff reserves the right to amend or otherwise alter the class definition presented to the Court at the appropriate time, or to propose or eliminate subclasses, in response to facts learned through discovery, legal arguments advanced by Defendant, or otherwise.

35. The Class is appropriate for certification because Plaintiff can prove the elements of the claims on a classwide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

36. Numerosity: Class Members are so numerous that joinder of all members is impracticable. Plaintiff believes that there are thousands of consumers who are Class Members described above who have been damaged by Defendant's deceptive and misleading practices.

37. Commonality: Common questions predominate, including whether the Product's oil was authentic avocado oil; whether Defendant's "AVOCADO OIL" representations and ingredient list were false or misleading; whether Defendant knew or should have known of the issue; whether the representations were material to reasonable consumers; and whether Defendant violated the express warranty laws, the UCL, and the CLRA.

1 38. Typicality: Plaintiff's claims are typical because she purchased the same Product
 2 bearing the same material representations, relied on those representations, and suffered the same
 3 type of economic injury as other Class members.

4 39. Adequacy: Plaintiff will fairly and adequately protect the Class. She has no
 5 interests antagonistic to the Class and has retained counsel experienced in consumer-protection
 6 and class-action litigation.

7 40. A class action is superior to individual actions because individual losses are
 8 comparatively small, common issues predominate, and concentrating the litigation in one forum
 9 promotes efficiency and consistent results.

10 41. Defendant has acted or refused to act on grounds generally applicable to the
 11 Class, making final injunctive relief appropriate for the Class as a whole.

12 **FIRST CLAIM FOR RELIEF**

13 **Violation of California's Consumers Legal Remedies Act**

14 **Cal. Civ. Code §§ 1750, *et seq.***

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

17 43. Plaintiff brings this claim under the CLRA individually and on behalf of the Class
 18 against Defendant.

19 44. At all times relevant hereto, Plaintiff and the members of the Class were
 20 "consumer[s]," as defined in California Civil Code section 1761(d).

21 45. At all relevant times, Defendant was a "person," as defined in California Civil
 22 Code section 1761(c).

23 46. At all relevant times, the Product manufactured, marketed, advertised, and sold
 24 by Defendant constituted a "good," as defined in California Civil Code section 1761(a).

25 47. The purchases of the Product by Plaintiff and the members of the Class were and
 26 are "transactions" within the meaning of California Civil Code section 1761(e).

27 48. Defendant violated Civil Code section 1770, including subdivisions (a)(5), (a)(7),
 28 and (a)(9), by representing that the Product had characteristics, ingredients, benefits, and

1 qualities it did not have; representing that it was of a particular standard or quality when it was
2 not; and advertising it with the intent not to sell it as advertised.

3 49. Defendant's violations were material and caused Plaintiff and Class members to
4 suffer damage because they would not have purchased the Product or would have paid less if
5 the truth had been disclosed.

6 50. Plaintiff seeks injunctive relief under Civil Code section 1780(a)(2). Plaintiff
7 provided Defendant with notice pursuant to Civil Code section 1782(a) by certified mail, return
8 receipt requested, on August 4, 2026. If Defendant does not provide an appropriate correction
9 within the statutory period, Plaintiff will amend this Complaint to seek damages under the
10 CLRA.

11 51. Pursuant to section 1780(d) of the CLRA, below is an affidavit showing that this
12 action was commenced in a proper forum.

13 SECOND CLAIM FOR RELIEF

14 **Violation of California's Unfair Competition Law**

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

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

18 53. Plaintiff brings this claim under the UCL individually and on behalf of the Class
19 against Defendant.

20 54. Defendant engaged in unlawful, unfair, and fraudulent business acts and practices
21 by marketing and selling the Product as containing avocado oil as its sole edible oil when the
22 Product's oil was not compositionally consistent with authentic avocado oil and was instead
23 consistent with substitution or material dilution by another vegetable oil.

24 55. The conduct is unlawful because it violates, among other laws, the FAL, the
25 CLRA, and California's warranty law.

26 56. The conduct is fraudulent because it is likely to deceive reasonable consumers.
27
28

1 57. The conduct is unfair because the harm to consumers is substantial, not
2 outweighed by countervailing benefits, and not reasonably avoidable, and because it offends
3 established public policies requiring truthful food labeling.

4 58. Defendant committed “unfair” business acts or practices by marketing and selling
5 the Product as containing avocado oil as its sole edible oil when the Product’s oil was
6 compositionally inconsistent with authentic avocado oil and consistent with substitution or
7 material dilution using another vegetable oil.

8 59. This conduct caused substantial injury to consumers that was not outweighed by
9 any countervailing benefit and that consumers could not reasonably have avoided.

10 60. There is no societal benefit from deceptive advertising. Plaintiff and the other
11 Class members paid for a Product that is not as advertised by Defendant. Further, Defendant
12 failed to disclose a material fact (that the Product’s oil was compositionally inconsistent with
13 authentic avocado oil and consistent with substitution or material dilution) of which it had
14 exclusive knowledge.

15 61. While Plaintiff and the other Class members were harmed, Defendant was
16 unjustly enriched by its misrepresentations and material omissions. As a result, Defendant’s
17 conduct is “unfair,” as it offended an established public policy. There were reasonably available
18 alternatives to further Defendant’s legitimate business interests, other than the conduct described
19 herein.

20 62. Defendant committed “fraudulent” business acts or practices by prominently
21 representing that the Product contained avocado oil as its sole edible oil. These representations
22 were likely to deceive reasonable consumers because the Product’s oil was compositionally
23 inconsistent with authentic avocado oil and consistent with substitution or material dilution
24 using another vegetable oil.

25 63. Defendant’s wrongful business practices and violations of the UCL are ongoing.

26 64. Plaintiff lost money or property as a result of Defendant’s conduct because she
27 would not have purchased the Product or would have paid less absent the misrepresentations.
28

65. Plaintiff seeks restitution, injunctive relief, reasonable attorneys' fees and costs where authorized, and all other relief available under the UCL.

THIRD CLAIM FOR RELIEF

Breach of Express Warranty

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

67. Plaintiff brings this claim individually and on behalf of the Class against Defendant.

68. Defendant's prominent "AVOCADO OIL" representation and ingredient statement identifying avocado oil as the Product's sole edible oil were affirmations of fact and descriptions of the goods that became part of the basis of the bargain.

69. The Product did not conform to those affirmations and descriptions because its oil was not compositionally consistent with authentic avocado oil and was consistent with substitution or material dilution with another vegetable oil.

70. Plaintiff and Class members purchased the Product in reliance on the warranties and suffered damages in an amount to be proven, including the purchase price and/or price premium attributable to the false representations.

71. Plaintiff mailed Defendant with pre-suit notice of the breach and an opportunity to cure by letter dated August 4, 2026.

REQUEST FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated, requests relief as follows:

72. Declaring that this action is a proper class action, certifying the Class defined herein, appointing Plaintiff as Class Representative, and appointing the undersigned counsel as Class Counsel;

73. Ordering restitution of all money Defendant obtained from Plaintiff and the Class as a result of Defendant's unlawful, unfair, and fraudulent business practices;

74. Awarding injunctive relief as permitted by law or equity, including enjoining Defendant from continuing the unlawful practices alleged herein and requiring Defendant to undertake a corrective advertising campaign;

75. Awarding Plaintiff and the Class damages in an amount to be determined at trial and distinct from any restitution awarded;

76. Awarding Plaintiff and the Class reasonable attorneys' fees and costs as permitted by law;

77. Awarding pre- and post-judgment interest on all amounts awarded; and

78. Awarding such other and further relief as the Court deems just and proper.

JURY DEMAND

79. Plaintiff hereby demands a trial by jury.

Dated: August 13, 2026

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