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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

KELLIE BIGLER, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

UTZ QUALITY FOODS, LLC, a Delaware
limited liability company, DOES 1 through
10, inclusive,

Defendants.

Case No. 26CV02507

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 Kellie Bigler (“Plaintiff”) brings this action individually and on behalf of all others similarly situated, by and through undersigned counsel, against Defendant Utz Quality Foods, LLC (“Defendant” or “Utz”) and DOES 1 through 10. 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 Classic Sea Salt Kettle Style Potato Chips as “AVOCADO OIL” chips (the “Product”). The ingredient list reinforces that message by identifying only three ingredients: potatoes, avocado oil, and sea salt. Defendant likewise tells consumers on the back of the package that it uses “better ingredients” and “Why avocado oil? It brings a smooth buttery taste and a big crunch to our kettle style chips so you can live better by eating Boulder.”



2. Those 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.

3. Avocado oil is a premium ingredient. Consumers seek it out because of its perceived nutritional qualities, taste, and avoidance of common seed oils, and products advertised as made with avocado oil command a premium over products made with ordinary vegetable oils. Defendant capitalized on those preferences while selling a Product whose oil fraction did not conform to authentic avocado oil.

4. Plaintiff, who purchased the Product in California, was deceived by Defendant's unlawful conduct and brings this action individually and on behalf of consumers to remedy Defendant's unlawful acts.

JURISDICTION AND VENUE

5. This Court has jurisdiction pursuant to Article VI, Section 10 of the California Constitution and California Code of Civil Procedure § 410.10.

6. This Court has personal jurisdiction over Defendant because Defendant purposefully markets, distributes, and sells the Product throughout California, including in Santa Cruz County, and the claims arise from that conduct.

7. Venue is proper in this county pursuant to Cal. Civ. Code § 1780(d) because Defendant is doing business in this county as the Product is offered for sale in this county.

PARTIES

8. Plaintiff Kellie Bigler is a resident of Santa Cruz County, California. Plaintiff purchased the Product approximately ten times from retail stores near her home in Santa Cruz County, including from Wild Roots Market in Felton, California. Her most recent purchase occurred around July 4, 2026. Before purchasing, she saw and relied on the prominent "AVOCADO OIL" representation on the front of the package and understood it to mean that the

1 Product's declared edible oil was authentic avocado oil, not another vegetable oil substituted for
2 or materially diluting avocado oil.

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

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

14 11. Defendant Utz Quality Foods, LLC is a Delaware limited liability company with
15 its principal place of business in Hanover, Pennsylvania. Utz manufactures, markets, distributes,
16 and/or sells Boulder Canyon branded snack products nationwide, including in California. Utz's
17 parent identifies Boulder Canyon as one of its brands, and Utz's own 2026 marketing states that
18 Boulder Canyon products are made with avocado oil. Utz's website identifies Boulder Canyon
19 as one of its brands, and Utz Quality Foods, LLC identifies itself as the company responsible
20 for the Utz website and products offered through it.

21 12. Some Product packaging and online images identify "Inventure Foods" as the
22 distributor, while other bags and current Boulder Canyon materials identify Utz or direct
23 consumers to Utz. Utz acquired Inventure Foods, Inc. and its Boulder Canyon brand in 2017.
24 Plaintiff alleges on information and belief that Utz now owns, controls, markets, and distributes
25 the Boulder Canyon brand and the Product and is responsible for the challenged representations.
26 To the extent another affiliated entity participated in the conduct, it is presently sued as a Doe
27 defendant.
28

13. Plaintiff does not presently know the true names and capacities of DOES 1 through 10 and therefore sues them by fictitious names. Plaintiff will amend this Complaint when their identities are ascertained. Each Doe participated in, authorized, controlled, aided, or benefited from the conduct alleged herein.

14. At all relevant times, Defendant and the Doe defendants acted as the agents, employees, partners, joint venturers, alter egos, or representatives of one another and acted within the course and scope of those relationships. Each defendant ratified the acts of the others.

FACTUAL ALLEGATIONS

A. DEFENDANT’S AVOCADO-OIL REPRESENTATIONS

15. The front of the package prominently displays the words “AVOCADO OIL.”

16. The ingredient statement identifies only “POTATOES, AVOCADO OIL, SEA SALT.” 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.

17. Defendant tells consumers on the back of the package: “Why avocado oil? It brings a smooth buttery taste and a big crunch to our kettle style chips so you can live better by eating Boulder.”

18. 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

19. 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,

1 <https://doi.org/10.1016/j.afres.2026.102389>) (the “UC Davis Study” or “Study”).¹ The Study
2 was conducted by researchers in the Department of Food Science and Technology at the
3 University of California, Davis.

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

9 21. For chips, the researchers extracted the oil using Soxhlet extraction and analyzed
10 the recovered oil through fatty-acid methyl-ester profiling and sterol-composition analysis by
11 gas chromatography with flame-ionization detection. The resulting profiles were evaluated
12 against Codex Alimentarius standards intended to encompass natural variation caused by
13 cultivar, geographic origin, maturity, and growing conditions.

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

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

23 24. The Study tested two separately sourced lots of the Product as Samples 1 and 2.
24 One was purchased online and the other from a California retailer. Both lots were analyzed in
25 duplicate, and neither was classified as compositionally consistent with authentic avocado oil.

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27 _____
28 ¹ 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**.

25. Both lots fell outside the Codex range on three independent fatty-acid markers. Palmitic acid measured 8.1% and 8.7%, respectively, below the 11.0%–26.0% range. Palmitoleic acid measured 1.0% in both lots, below the 4.0%–17.1% range. Stearic acid measured 2.6% and 2.5%, respectively, above the 0.1%–1.3% range.

26. Both lots also fell outside the Codex range on multiple sterol markers. Campesterol measured 9.8% and 11.5%, above the 4.0%–8.3% range; stigmasterol measured 6.6% and 7.0%, above the 0.3%–2.0% range; clerosterol measured 0.5% in both lots, below the 1.0%–2.5% range; beta-sitosterol measured 68.0% and 64.8%, below the 79.0%–93.4% range; and delta-7-avenasterol measured 3.0% and 2.8%, above the non-detectable-to-1.5% range.

27. The lots further contained cis-vaccenic acid at 1.6% and 1.5%, respectively. The Study found a statistically significant separation between avocado-oil-labeled products classified as consistent and inconsistent using this marker, with inconsistent samples having substantially lower levels.

28. The agreement of numerous independent markers, in the same direction, across two separately sourced production lots supports the inference that the Product’s oil was not authentic avocado oil and was instead substituted with or materially diluted by another vegetable oil. The Product’s labeling did not disclose any blended-oil formulation.

C. MATERIALITY, RELIANCE, AND INJURY

29. 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.

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

31. 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.

32. 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

33. Plaintiff brings this action as a class action pursuant to Cal. Code Civ. Proc. § 382 on behalf of the following classes:

Multi-State Breach of Express Warranty Class²

All persons who purchased the Product for personal, family, or household use in the United States, in a state whose express warranty laws are substantially similar to California's, during the applicable statute of limitations period through the date class notice is disseminated.

California Subclass

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.

(collectively, referred to as the "Class")

34. 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.

² Plaintiff brings the express warranty claim under the laws of California and the other states whose express warranty laws are substantially similar to California law. Plaintiff reserves the right to identify those states with greater specificity and to amend the class definition as appropriate following discovery and further briefing.

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

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

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

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

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

18 40. Adequacy: Plaintiff will fairly and adequately protect the Class. She has no
19 interests antagonistic to the Class and has retained counsel experienced in consumer-protection
20 and class-action litigation.

21 41. A class action is superior to individual actions because individual losses are
22 comparatively small, common issues predominate, and concentrating the litigation in one forum
23 promotes efficiency and consistent results.

24 42. Defendant has acted or refused to act on grounds generally applicable to the
25 Class, making final injunctive and declaratory relief appropriate for the Class as a whole.
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27
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FIRST CLAIM FOR RELIEF**Violation of California's Consumers Legal Remedies Act****Cal. Civ. Code §§ 1750, *et seq.***

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

44. Plaintiff brings this claim under the CLRA individually and on behalf of the California Subclass against Defendant.

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

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

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

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

49. Defendant violated Civil Code section 1770, including subdivisions (a)(5), (a)(7), and (a)(9), by representing that the Product had characteristics, ingredients, benefits, and qualities it did not have; representing that it was of a particular standard or quality when it was not; and advertising it with the intent not to sell it as advertised.

50. Defendant's violations were material and caused Plaintiff and California Subclass members to suffer damage because they would not have purchased the Product or would have paid less if the truth had been disclosed.

51. Plaintiff seeks injunctive relief under Civil Code section 1780(a)(2). Plaintiff will serve Defendant with notice under Civil Code section 1782(a) and, if Defendant does not provide an appropriate correction within the statutory period, will amend to seek damages under the CLRA.

52. Pursuant to section 1780(d) of the CLRA, below is an affidavit showing that this

1 action was commenced in a proper forum.

2 **SECOND CLAIM FOR RELIEF**

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

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

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

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

9 55. Defendant engaged in unlawful, unfair, and fraudulent business acts and practices
10 by marketing and selling the Product as containing avocado oil as its sole edible oil when the
11 Product's oil was not compositionally consistent with authentic avocado oil and was instead
12 substituted or materially diluted.

13 56. The conduct is unlawful because it violates, among other laws, the FAL, the
14 CLRA, and California's warranty law.

15 57. The conduct is fraudulent because it is likely to deceive reasonable consumers.

16 58. The conduct is unfair because the harm to consumers is substantial, not
17 outweighed by countervailing benefits, and not reasonably avoidable, and because it offends
18 established public policies requiring truthful food labeling.

19 59. Defendant committed "unfair" business acts or practices by marketing and selling
20 the Product as containing avocado oil as its sole edible oil when the Product's oil was
21 compositionally inconsistent with authentic avocado oil and consistent with substitution or
22 material dilution using another vegetable oil.

23 60. This conduct caused substantial injury to consumers that was not outweighed by
24 any countervailing benefit and that consumers could not reasonably have avoided.

25 61. There is no societal benefit from deceptive advertising. Plaintiff and the other
26 California Subclass members paid for a Product that is not as advertised by Defendant. Further,
27 Defendant failed to disclose a material fact (that the Product's oil was compositionally
28

1 inconsistent with authentic avocado oil and consistent with substitution or material dilution) of
2 which it had exclusive knowledge.

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

8 63. Defendant committed "fraudulent" business acts or practices by prominently
9 representing that the Product contained avocado oil as its sole edible oil. These representations
10 were likely to deceive reasonable consumers because the Product's oil was compositionally
11 inconsistent with authentic avocado oil and consistent with substitution or material dilution
12 using another vegetable oil.

13 64. Defendant's wrongful business practices and violations of the UCL are ongoing.

14 65. Plaintiff lost money or property as a result of Defendant's conduct because she
15 would not have purchased the Product or would have paid less absent the misrepresentations.

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

18 **THIRD CLAIM FOR RELIEF**

19 **Breach of Express Warranty**

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

22 68. Plaintiff brings this claim individually and on behalf of the Multi-State Breach
23 of Express Warranty Class and the California Subclass.

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

70. 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.

71. 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.

72. Any pre-suit notice requirement is excused because Defendant had actual or constructive knowledge of the facts, was not prejudiced, and notice would be futile; alternatively, Plaintiff provided notice through this Complaint.

REQUEST FOR RELIEF

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

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

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

75. 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;

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

77. Awarding Plaintiff and the Classes reasonable attorneys' fees and costs as permitted by law;

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

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

JURY DEMAND

80. Plaintiff hereby demands a trial by jury.

Dated: August 3, 2026

CROSNER LEGAL, P.C.

By: /s/ Craig W. Straub

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Affidavit Pursuant to Civil Code Section 1780(d)

I, Craig W. Straub, declare as follows: I am an attorney duly licensed to practice before all of the courts of the State of California. I am one of the counsel of record for Plaintiff. This declaration is made pursuant to § 1780(d) of the California Consumers Legal Remedies Act. Defendant has done, and is doing, business in California, including in this county. Such business includes the marketing, promotion, distribution, and sale of the Product within the State of California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed August 3, 2026 at San Diego, California.

Dated: August 3, 2026

CROSNER LEGAL, P.C.

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