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***pro hac vice application forthcoming*

Attorneys for Plaintiff and the Putative Classes

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

Sheri Byrne-Haber, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

Snyder's-Lance, Inc. and The Campbell's
Company,

Defendants.

Case No.:

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

CLASS ACTION COMPLAINT

1 Plaintiff Sheri Byrne-Haber (“Plaintiff”), on behalf of herself and all others similarly
2 situated, brings this class action against Defendants Snyder’s-Lance, Inc. and The Campbell’s
3 Company (collectively, “Defendants”) based upon personal knowledge as to herself, and upon
4 information, investigation and belief of her counsel.

5 **INTRODUCTION**

6 1. This class action seeks to challenge Defendants’ false and deceptive practices in
7 the marketing and sale of their products, which are marketed as made entirely with avocado oil.

8 2. Specifically, Defendants have sold and marketed their Kettle Brand Sea Salt with a
9 Hint of Pink Peppercorn Chips Made with Avocado Oil and Kettle Brand Apple Cider Vinegar Chips
10 Made with Avocado Oil (the “Products”) with the representation “MADE WITH AVOCADO OIL”
11 (the “Avocado Oil Representation”), representing to consumers that their Products are made
12 entirely with avocado oil.

13 3. Despite the Avocado Oil Representation, and unbeknownst to consumers, the
14 Products are not made entirely with avocado oil. Instead, the Products are adulterated with cheaper
15 seed oils.

16 4. Plaintiff and other consumers purchased the Products and paid a premium price
17 based upon their reliance on the Avocado Oil Representation. Had Plaintiff and other consumers
18 been aware that the Avocado Oil Representation was false, they would not have purchased the
19 Products or would have paid significantly less for them. Accordingly, Plaintiff and Class members
20 have been injured by Defendants’ deceptive business practices.

21 **JURISDICTION AND VENUE**

22 5. This Court has subject matter jurisdiction under the Class Action Fairness Act, 28
23 U.S.C. § 1332(d) in that: (1) this is a class action involving more than 100 Class members; (2) the
24 parties are minimally diverse, as at least one member of the proposed Class(es) is a citizen of a
25 state different than Defendants’ state of citizenship; and (3) the amount in controversy is in excess
26 of \$5,000,000, exclusive of interest and costs.

DEFENDANTS

10. Defendant Snyder's-Lance, Inc. is a North Carolina corporation with its principal place of business in Camden, New Jersey. Along with Defendant The Campbell's Company, Defendant Snyder's-Lance, Inc. operates the Kettle Brand which sells a variety of chip products, including the Products challenged in this Complaint. Defendant Snyder's-Lance, Inc. sells the Products throughout California, including in this District.

11. Defendant The Campbell's Company is a New Jersey corporation with its principal place of business in Camden, New Jersey. Along with Defendant Snyder's-Lance, Inc., Defendant The Campbell's Company operates the Kettle Brand which sells a variety of chip products, including the Products challenged in this Complaint. Defendant The Campbell's Company sells the Products throughout California, including in this District.

FACTUAL ALLEGATIONS

12. Defendants are responsible for the formulation, manufacturing, marketing, labeling, advertising, distribution and sale of Kettle Brand products, which are sold in retail stores across the United States as well as through online retailers.

13. The Products at issue in this case are the Kettle Brand Sea Salt with a Hint of Pink Peppercorn Chips Made with Avocado Oil and Kettle Brand Apple Cider Vinegar Chips Made with Avocado Oil.

14. Defendants have labeled the Products as "MADE WITH AVOCADO OIL," representing to consumers that their Products are made entirely with avocado oil. The Products are depicted below:



15. However, despite the Avocado Oil Representation, the Products are not made entirely with avocado oil. Instead, the Products are adulterated with cheaper seed oils.

16. Independent scientific testing confirms that the Products are not made entirely with avocado oil. In 2026, researchers at the University of California, Davis, Department of Food Science and Technology and the University of California Agriculture and Natural Resources published a peer-reviewed study (the “Study”) of the authenticity of avocado oil used as an ingredient in commercially processed foods.¹ A true and correct copy of the Study is attached hereto as Exhibit A (“Ex. A”).

17. The Study set out to determine whether processed foods, including chips, mayonnaise and salad dressings, that claim to contain avocado oil as the sole oil ingredient in fact contain the oil declared on the label. *Id.* Only products that declared a single edible oil (e.g.,

¹ Natalie Lopez-Alvarez et al., *Authenticity of Avocado and Olive Oils Used as Ingredients in Commercially Processed Foods*, 6 Applied Food Research 102389 (2026), <https://doi.org/10.1016/j.afres.2026.102389>.

avocado oil) in the ingredients, and that did not list any additional edible oils, were included. Across all categories the Study analyzed 74 samples. *Id.* The Study tested 28 avocado oil-labeled chip samples, consisting of two separate production lots of each of 14 different avocado oil-labeled chip products. *Id.* The products were purchased in 2025 and 2026 from retail stores in California and from online sources, and each lot was analyzed in duplicate. *Id.* The brand and product name of every sample tested is identified in the Study's brand information exhibit, a true and correct copy of which is attached hereto as Exhibit B ("Ex. B").²

18. The Products at issue in this action were among the avocado oil-labeled chip products tested. Specifically, the Study tested and reported results for two separate lot numbers of each of the following: Kettle Brand Sea Salt with a Hint of Pink Peppercorn Chips Made with Avocado Oil (Samples 17 and 18) and Kettle Brand Apple Cider Vinegar Chips Made with Avocado Oil (Samples 19 and 20). *See* Ex. B.

19. To recover and test the oil used in each of the Study's products, the researchers first recovered the lipid (oil) fraction from each chip sample using a published extraction protocol for potato chips. Ex. A. Approximately 30 grams of chips was blended in a food processor. *Id.* Approximately 10 grams of the crushed chips was then weighed into a cellulose extraction thimble and subjected to Soxhlet extraction with n-hexane at 69°C for 25 cycles. *Id.* The residual hexane was evaporated under a drying step and the sample was left in a fume hood until no hexane remained, yielding the extracted fat from the chips for analysis. *Id.*

20. For the fatty acid profile, the extracted oil was converted to fatty acid methyl esters (a standard chemical preparation that allows the individual fatty acids in any edible oil to be separated and measured), using a published official method for that preparation (COI/T.20/Doc. No 33/Rev.1), and analyzed by gas chromatography with flame ionization detection ("GC-FID"). *Id.* The individual fatty acids were identified against a 37-component certified reference standard covering the full range of fatty acids found in edible oils. *Id.* The measurement method is common

² Brand Information Relating to the Study, *supra* note 1, available at <https://ucdavis.app.box.com/s/6ogs4l0ogplunooktwryr5b1m6k2xr9u/file/2353660743779>.

1 to all edible oils; the avocado-specific benchmarks against which the results were judged are set
2 forth in Paragraph 21 below.

3 21. The fatty acid and sterol profile measured for each chip sample was then compared
4 against the compositional ranges for authentic avocado oil established by the Codex Alimentarius
5 Standard for Named Vegetable Oils (CXS 210-1999). *Id.* Those ranges are designed to encompass
6 the natural variability of authentic avocado oil attributable to cultivar, geographic origin, maturity,
7 and growing conditions. *Id.* The researchers then applied further tolerances that operated in the
8 tested products' favor: a deviation limited to a single fatty acid or sterol marker that did not exceed
9 the Codex limit by more than ten percent was disregarded and the sample was treated as consistent
10 with authentic avocado oil, and a sample that was fully consistent as to one profile and only
11 borderline as to the other was likewise treated as consistent. *Id.* Only samples exhibiting multiple
12 deviations, or patterns inconsistent with authentic avocado oil reference profiles, were classified
13 as inconsistent. *Id.*

14 22. Both lots of each Product failed those criteria and were classified as
15 compositionally inconsistent with authentic avocado oil. *See* Ex. B.

16 23. The compositional deviations measured in the avocado oil-labeled chips, including
17 the Products, were not random. Ex. A. They followed a single, consistent pattern: reduced levels
18 of palmitic acid (C16:0), palmitoleic acid (C16:1), cis-vaccenic acid (C18:1 n-7), beta-sitosterol,
19 and clerosterol, together with elevated levels of stearic acid (C18:0), campesterol, stigmasterol,
20 delta-7-stigmastenol, and delta-7-avenasterol. *Id.* That combination is not characteristic of
21 authentic avocado oil. *Id.* It is instead characteristic of cheaper vegetable seed oils, and is the
22 signature of substitution or dilution of avocado oil with such oils. Most of the avocado oil-labeled
23 chips fell outside the Codex ranges for palmitic acid, palmitoleic acid, and stearic acid, and outside
24 the Codex ranges for campesterol, stigmasterol, and delta-7-avenasterol. *Id.* Principal component
25 analysis of the fatty acid and sterol data confirmed the point: many of the avocado oil-labeled
26 samples clustered not with authentic avocado oil, but with the Study's comparator products
27 formulated with canola, corn, soybean, and/or sunflower oil. *Id.*

24. The cis-vaccenic acid results are particularly probative. Cis-vaccenic acid (C18:1 n-7) is an established marker for detecting seed oil adulteration of avocado oil because it is characteristically elevated in authentic avocado oil and present at markedly lower levels in the common seed oils used to adulterate it. *Id.* In the Study, the avocado oil-labeled samples classified as consistent with authentic avocado oil contained a mean cis-vaccenic acid content of $5.3\% \pm 1.0\%$ of total fatty acids, clustering in a 4–6% range. *Id.* The samples classified as inconsistent (i.e., the group that includes the Products) contained a mean of only $1.7\% \pm 0.5\%$, clustering in a 1–2% range that aligns with typical vegetable seed oil profiles. *Id.* The difference between the two groups was statistically significant ($p < 0.001$). *Id.*

25. These deviations cannot be attributed to frying or to any other ordinary step in the manufacture of chips. *Id.* The researchers specifically tested that explanation by preparing model potato chips and model corn tortilla chips fried in pure avocado oil under commercial frying conditions (180°C for seven minutes and four minutes, respectively), and then extracting and analyzing the oil from those model chips using the same methods described above. *Id.* Frying changed the major fatty acids by less than 0.6%; it changed cis-vaccenic acid by only 0.1%; it changed palmitic acid, palmitoleic acid, and stearic acid by no more than 0.2%; and it left delta-7-avenasterol unchanged. *Id.* In other words, chips fried in authentic avocado oil still test as authentic avocado oil. Those processing-induced changes are a small fraction of the deviations measured in the Products and cannot explain them. *Id.* The only explanation consistent with the data is that the oil in the Products is not entirely avocado oil, but instead consists in substantial part of cheaper seed oils—precisely as Plaintiff alleges, and precisely contrary to the Avocado Oil Representation.

26. The Avocado Oil Representation is material to reasonable consumers because avocado oil is widely regarded as healthier, and therefore more premium, than other cooking oils, and consumers pay more for it as a result.

1 27. That reputation is well founded. Avocado oil delivers meaningful health benefits,
2 including cardiovascular benefits and anti-inflammatory effects.³ Avocado oil also performs better
3 than many other cooking oils because of its high smoke point and mild taste.⁴

4 28. Seed oils, by contrast, are viewed by many consumers as ingredients to be avoided.
5 The eight most prevalent seed oils, known colloquially as the “hateful eight,” are believed by many
6 to be toxic, a reputation driven in part by their high linoleic acid content, which is thought to
7 promote inflammation linked to conditions such as arthritis, heart disease, metabolic syndrome,
8 stroke, and type 2 diabetes.⁵

9 29. For these reasons, many consumers seek to eliminate seed oils from their diets and
10 instead pay a premium for alternatives such as avocado oil. Defendants have capitalized on that
11 consumer preference by labeling and advertising the Products as made entirely with avocado oil
12 when they are not.

13 30. The reasonable belief that the Products are made entirely with avocado oil was a
14 significant factor in Plaintiff’s and other Class members’ decisions to purchase the Products. Thus,
15 Defendants promise products made entirely with avocado oil, but provide consumers with products
16 that are adulterated with cheaper seed oils.

17 31. As the entities responsible for the development, labeling, manufacturing,
18 advertising, distribution and sale of the Products, Defendants knew or should have known that the
19 Products’ Avocado Oil Representation is false and misleading.

20 32. Defendants also knew or should have known that Plaintiff and other consumers, in
21 purchasing the Products, would rely on Defendants’ false and misleading representation.
22 Nonetheless, Defendants deceptively advertise the Products in order to deceive consumers and
23 gain an unfair advantage in the market.

26 ³ Marcos Flores et al., *Avocado Oil: Characteristics, Properties, and Applications*, 24 *Molecules* 2172 (2019),
27 <https://pmc.ncbi.nlm.nih.gov/articles/PMC6600360/>.

28 ⁴ *Yes, Avocado Oil Is Good for You*, Cleveland Clinic (Dec. 19, 2024), <https://health.clevelandclinic.org/is-avocado-oil-good-for-you>.

⁵ Julia Zumpano, RD, LD, *Seed Oils: Are They Actually Toxic?*, Cleveland Clinic (March 3, 2025),
<https://health.clevelandclinic.org/seed-oils-are-they-actually-toxic>.

33. Consumers are willing to pay more for the Products based on the belief that the Products are made entirely with avocado oil. Plaintiff and other consumers would have paid significantly less for the Products, or would not have purchased them at all, had they known the truth about them. Thus, through the use of a misleading representation, Defendants command a price that Plaintiff and the Classes would not have paid had they been fully informed.

34. Therefore, Plaintiff and other consumers purchasing the Products have suffered injury in fact and lost money as a result of Defendants' false and deceptive practices, as described herein.

PLAINTIFF LACKS AN ADEQUATE REMEDY AT LAW

35. Plaintiff pleads the equitable claims and remedies asserted in this Complaint, including restitution and injunctive relief, in the alternative to the legal claims and remedies asserted herein. Plaintiff and the Classes are entitled to do so because they lack an adequate remedy at law for the equitable relief sought. As to the restitution sought, the legal remedies available to Plaintiff and the Classes are inadequate because they are not equally prompt, certain, or efficient and require proof of elements and entitlement to relief different from those required for restitution. Accordingly, if Plaintiff or any Class member is unable to recover damages under the legal claims asserted herein, restitution may nevertheless be necessary to restore money wrongfully obtained by Defendants. As to injunctive relief, damages are retrospective and cannot redress the prospective injury alleged in Paragraph 9 above. Only an injunction can remedy Plaintiff's continuing inability to rely on Defendants' labeling of the Products.

CLASS ACTION ALLEGATIONS

36. Plaintiff brings this class action pursuant to Fed. R. Civ. P. 23 and all other applicable laws and rules, individually, and on behalf of all members of the following Classes:

California Class

All residents of California who purchased any of the Products within the applicable statute of limitations period ("California Class").

California Consumer Subclass

All residents of California who purchased any of the Products for personal, family, or household purposes, within the applicable statute of limitations period ("California Consumer Subclass") (together with the California Class, the "Classes").

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

38. Plaintiff reserves the right to modify or amend the definition of the proposed Classes and/or add subclasses before the Court determines whether class certification is appropriate.

39. Plaintiff is a member of all the Classes.

40. **Numerosity:** Members of each Class are so numerous and geographically dispersed that individual joinder of all Class members is impracticable. The precise number of Class members is unknown to Plaintiff but is likely to be ascertained by Defendants' records through their online marketplace, or through sales data obtained via third parties. At a minimum, there likely are tens of thousands of Class members.

41. **Commonality:** There are questions of law and fact common to the proposed Classes. Common questions of law and fact include, without limitation:

- a. whether Defendants' course of conduct alleged herein violates the statutes and other laws that are pled in this Complaint;
- b. whether reasonable consumers would rely upon Defendants' representation about the Products and reasonably believe the Products are made entirely with avocado oil;
- c. whether Defendants knew or should have known their representation was false or misleading;
- d. whether Defendants were unjustly enriched by retaining monies from the sale of the Products;
- e. whether certification of each Class is appropriate under Rule 23;

1 f. whether Plaintiff and the members of each Class are entitled to declaratory,
2 equitable, or injunctive relief, and/or other relief, and the scope of such relief;
3 and

4 g. the amount and nature of the relief to be awarded to Plaintiff and the Classes,
5 including whether Plaintiff and the Classes are entitled to punitive damages.

6 42. **Typicality:** Plaintiff's claims are typical of the other Class members because
7 Plaintiff, as well as Class members, purchased one or more of the Products. Plaintiff and the
8 members of the Classes relied on the representation made by Defendants about the Products prior
9 to purchasing the Products. Plaintiff and the members of each Class paid for Defendants' Products
10 and would not have purchased them (or would have paid substantially less for them) had they
11 known that Defendants' representation was untrue.

12 43. **Adequacy:** Plaintiff will fairly and adequately protect the interests of the proposed
13 Classes as her interests do not conflict with the interests of the members of the proposed Classes
14 she seeks to represent, and she has retained counsel competent and experienced in class action
15 litigation. Thus, the interests of the members of the Classes will be fairly and adequately protected
16 by Plaintiff and her counsel.

17 44. **Predominance:** Pursuant to Rule 23(b)(3), the common issues of law and fact
18 identified in this Complaint predominate over any other questions affecting only individual
19 members of the Classes. Class issues fully predominate over any individual issue because no
20 inquiry into individual conduct is necessary; all that is required is a narrow focus on Defendants'
21 misconduct detailed at length in this Complaint.

22 45. **Superiority:** A class action is superior to all other available methods for the fair
23 and efficient adjudication of this litigation because individual litigation of each claim is
24 impractical. It would be unduly burdensome to have individual litigation of tens of thousands of
25 individual claims in separate lawsuits, every one of which would present the issues presented in
26 the Complaint. Further, because the damages suffered by any individual Class member may be
27 relatively modest in relation to the cost of litigation, the expense and burden of individual litigation
28

1 make it difficult, if not impossible, for individual Class members to obtain redress. Furthermore,
2 many of the Class members may be unaware that claims exist against Defendants.

3 46. **Declaratory and Injunctive Relief:** Pursuant to Rule 23(b)(2), declaratory and
4 injunctive relief is appropriate in this matter. Defendants have acted or refused to act on grounds
5 generally applicable to Plaintiff and the other Class members, thereby making appropriate final
6 injunctive relief and declaratory relief, as described below, with respect to the Class members as a
7 whole. Unless a class-wide injunction is issued, Defendants will continue to advertise, market,
8 promote, and sell the Products in an unlawful and misleading manner, as described throughout this
9 Complaint, and members of the Classes will continue to be misled, harmed, and denied their rights
10 under the law.

11 **FIRST CLAIM FOR RELIEF**
12 **Violation of California’s Consumers Legal Remedies Act**
13 **California Civil Code §§ 1750, *et seq.***
14 **(For the California Consumer Subclass)**

15 47. Plaintiff repeats the allegations contained in Paragraphs 1-46 above as if fully set
16 forth herein.

17 48. Plaintiff brings this claim individually and on behalf of the members of the
18 proposed California Consumer Subclass against Defendants pursuant to California’s Consumers
19 Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750, *et seq.*

20 49. The Products are “goods” within the meaning of Cal. Civ. Code § 1761(a), and the
21 purchases of the Products by Plaintiff and members of the California Consumer Subclass constitute
22 “transactions” within the meaning of Cal. Civ. Code § 1761(e).

23 50. Cal. Civ. Code § 1770(a)(5) prohibits “[r]epresenting that goods or services have
24 sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not
25 have” By representing the Products with the Avocado Oil Representation, Defendants have
26 represented and continue to represent that the Products have characteristics (i.e., that they are made
27 entirely with avocado oil) that they do not have. Therefore, Defendants have violated section
28 1770(a)(5) of the CLRA.

1 51. Cal. Civ. Code § 1770(a)(7) prohibits “[r]epresenting that goods or services are of
2 a particular standard, quality, or grade, or that goods are of a particular style or model, if they are
3 of another.” By representing the Products with the Avocado Oil Representation, Defendants have
4 represented and continue to represent that the Products are of a particular standard (i.e., that they
5 are made entirely with avocado oil) when they are not of that standard. Therefore, Defendants have
6 violated section 1770(a)(7) of the CLRA.

7 52. Cal. Civ. Code § 1770(a)(9) prohibits “[a]dvertising goods or services with intent
8 not to sell them as advertised.” By advertising the Products with the Avocado Oil Representation,
9 Defendants have advertised the Products with characteristics they intended not to provide to
10 consumers. As such, Defendants have violated section 1770(a)(9) of the CLRA.

11 53. Cal. Civ. Code § 1770(a)(16) prohibits “[r]epresenting that the subject of a
12 transaction has been supplied in accordance with a previous representation when it has not.” By
13 representing the Products with the Avocado Oil Representation and then supplying Products that
14 are adulterated with cheaper seed oils, Defendants have supplied the Products in a manner
15 inconsistent with their previous representation. Therefore, Defendants have violated section
16 1770(a)(16) of the CLRA.

17 54. At all relevant times, Defendants have known or reasonably should have known
18 that the advertising of the Products’ Avocado Oil Representation is false and misleading, and that
19 Plaintiff and other members of the California Consumer Subclass would reasonably and justifiably
20 rely on the Avocado Oil Representation when purchasing the Products. Nonetheless, Defendants
21 deceptively advertise the Products as such in order to deceive consumers into believing that the
22 Products are made entirely with avocado oil, when they are not.

23 55. Plaintiff and members of the California Consumer Subclass have justifiably relied
24 on Defendants’ misleading representation when purchasing the Products. Moreover, based on the
25 materiality of Defendants’ misleading and deceptive conduct, reliance may be presumed or
26 inferred for Plaintiff and members of the California Consumer Subclass.

27 56. Plaintiff and members of the California Consumer Subclass have suffered and
28 continue to suffer injuries caused by Defendants because they would have paid significantly less

1 for the Products, or would not have purchased them at all, had they known that the Products are
2 not made entirely with avocado oil.

3 57. Under Cal. Civ. Code § 1782, on or around October 5, 2026, counsel for Plaintiff
4 mailed a notice and demand letter by certified mail to Defendants, outlining that Defendants have
5 violated the CLRA for the reasons described herein. If within 30 days of receipt, Defendants do
6 not agree to rectify the problems identified herein, Plaintiff will amend this Complaint to seek
7 damages pursuant to Cal. Civ. Code § 1780 on behalf of herself and the members of the California
8 Consumer Subclass.

9 58. In accordance with Cal. Civ. Code § 1780(d), Plaintiff is filing a declaration of
10 venue, attached hereto as Exhibit C to this Complaint.

11 **SECOND CLAIM FOR RELIEF**
12 **Violation of California’s False Advertising Law**
13 **California Business & Professions Code §§ 17500, *et seq.***
14 **(*For the California Class*)**

15 59. Plaintiff repeats the allegations contained in Paragraphs 1-46 above as if fully set
16 forth herein.

17 60. Plaintiff brings this claim individually and on behalf of the members of the
18 proposed California Class against Defendants pursuant to California’s False Advertising Law
19 (“FAL”), Cal. Bus. & Prof. Code §§ 17500, *et seq.*

20 61. The FAL makes it “unlawful for any person to make or disseminate or cause to be
21 made or disseminated before the public . . . in any advertising device . . . or in any other manner
22 or means whatever, including over the Internet, any statement, concerning . . . personal property
23 or services professional or otherwise, or performance or disposition thereof, which is untrue or
24 misleading and which is known, or which by the exercise of reasonable care should be known, to
25 be untrue or misleading.” Cal. Bus. & Prof. Code § 17500.

26 62. Defendants have represented and continue to represent to the public, including
27 Plaintiff and members of the proposed California Class, through their deceptive advertising, that
28 the Products are made entirely with avocado oil when they are not. Because Defendants have
disseminated misleading information regarding the Products, and Defendants know, knew, or

1 should have known through the exercise of reasonable care that the representation was and
2 continues to be misleading, Defendants have violated the FAL.

3 63. As a result of Defendants' false advertising, Defendants have and continue to
4 unlawfully obtain money from Plaintiff and members of the California Class. Plaintiff therefore
5 requests that the Court cause Defendants to restore this fraudulently obtained money to her and
6 members of the proposed California Class, to disgorge the profits Defendants made on these
7 transactions, and to enjoin Defendants from violating the FAL or violating it in the same fashion
8 in the future as discussed herein. Otherwise, Plaintiff and members of the proposed California
9 Class may be irreparably harmed and/or denied an effective and complete remedy.

10 **THIRD CLAIM FOR RELIEF**
11 **Violation of California's Unfair Competition Law ("UCL")**
12 **California Business & Professions Code §§ 17200, *et seq.***
13 ***(For the California Class)***

14 64. Plaintiff repeats the allegations contained in Paragraphs 1-46 above as if fully set
15 forth herein.

16 65. Plaintiff brings this claim individually and on behalf of the members of the
17 proposed California Class against Defendants pursuant to California Business & Professions Code
18 § 17200 ("UCL").

19 66. The UCL, Cal. Bus. & Prof. Code § 17200, provides, in pertinent part, that "unfair
20 competition shall mean and include unlawful, unfair or fraudulent business practices and unfair,
21 deceptive, untrue or misleading advertising"

22 67. Under the UCL, a business act or practice is "unlawful" if it violates any established
23 state or federal law. Defendants' false and misleading advertising of the Products was and
24 continues to be "unlawful" because it violates the CLRA, the FAL, and other applicable laws as
25 described herein. As a result of Defendants' unlawful business acts and practices, Defendants have
26 unlawfully obtained money from Plaintiff and members of the proposed California Class.

27 68. Under the UCL, a business act or practice is "unfair" if its conduct is substantially
28 injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and
unscrupulous, as the benefits for committing such acts or practices are outweighed by the gravity

of the harm to the alleged victims. Defendants' conduct was and continues to be of no benefit to purchasers of the Products, as it is misleading, unfair, unlawful, and is injurious to consumers who rely on the Products' advertising. Deceiving consumers into believing they will receive products made entirely with avocado oil, but failing to provide the Products as advertised, is of no benefit to consumers. Therefore, Defendants' conduct was and continues to be "unfair." As a result of Defendants' unfair business acts and practices, Defendants have and continue to unfairly obtain money from Plaintiff and members of the proposed California Class.

69. Under the UCL, a business act or practice is "fraudulent" if it actually deceives or is likely to deceive members of the consuming public. Defendants' conduct here was and continues to be fraudulent because, due to the Products' Avocado Oil Representation, the Products have the effect of deceiving consumers into believing they will receive products made entirely with avocado oil when the Products are not manufactured as such. Because Defendants misled Plaintiff and members of the California Class, Defendants' conduct was "fraudulent." As a result of Defendants' fraudulent business acts and practices, Defendants have and continue to fraudulently obtain money from Plaintiff and members of the California Class.

70. Plaintiff requests that the Court cause Defendants to restore this unlawfully, unfairly, and fraudulently obtained money to her, and members of the proposed California Class, to disgorge the profits Defendants made on these transactions, and to enjoin Defendants from violating the UCL or violating it in the same fashion in the future as discussed herein. Otherwise, Plaintiff and members of the proposed California Class may be irreparably harmed and/or denied an effective and complete remedy.

FOURTH CLAIM FOR RELIEF
Breach of Express Warranty
Cal. Com. Code § 2313
(For the California Class)

71. Plaintiff repeats the allegations contained in Paragraphs 1-46 above as if fully set forth herein.

72. Plaintiff brings this claim individually and on behalf of the members of the California Class against Defendants for breach of express warranty under Cal. Com. Code § 2313.

73. California's express warranty statutes provide that "(a) Any affirmation of fact or promise made by the seller to the buyer which relates to the goods and becomes part of the basis of the bargain creates an express warranty that the goods shall conform to the affirmation or promise," and "(b) Any description of the goods which is made part of the basis of the bargain creates an express warranty that the goods shall conform to the description." Cal. Com. Code § 2313.

74. Plaintiff and members of the California Class formed a contract with Defendants at the time they purchased the Products. As part of those contracts, Defendants represented the Products as "MADE WITH AVOCADO OIL", representing that the Products are made entirely with avocado oil.

75. The Products' Avocado Oil Representation is: (a) an affirmation of fact or promise made by Defendants to consumers that the Products are made entirely with avocado oil; (b) became part of the basis of the bargain to purchase the Products when Plaintiff and other consumers relied on the representation; and (c) created an express warranty that the Products would conform to the affirmation of fact or promise. In the alternative, the representation about the Products is a description of goods which was made as part of the basis of the bargain to purchase the Products, and which created an express warranty that the Products would conform to the product description.

76. Plaintiff and members of the California Class reasonably and justifiably relied on the foregoing express warranties, believing that the Products did in fact conform to those warranties.

77. Defendants have breached the express warranties made to Plaintiff and members of the California Class by failing to provide the Products in accordance with the Avocado Oil Representation.

78. Plaintiff and members of the California Class paid a premium price for the Products but did not obtain the full value of the Products as represented. If Plaintiff and members of the California Class had known of the true nature of the Products, they would not have been willing to pay the premium price associated with them. As a result, Plaintiff and members of the California Class suffered injury and deserve to recover all damages afforded under the law.

79. Plaintiff and the other California Class members notified Defendants of the breaches of their express warranties within a reasonable time and/or were not required to do so. Indeed, Plaintiff sent a notice letter to Defendants regarding their breaches on or around October 5, 2026. Defendants were also on notice of their breaches from other sources, including the Study cited *supra*.

FIFTH CLAIM FOR RELIEF
Breach of Implied Warranty
Cal. Com. Code § 2314
(For the California Class)

80. Plaintiff repeats the allegations contained in Paragraphs 1-46 above as if fully set forth herein.

81. Plaintiff brings this claim individually and on behalf of the members of the California Class against Defendants for breach of implied warranty under Cal. Com. Code § 2314.

82. California's implied warranty of merchantability statute provides that "a warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind." Cal. Com. Code § 2314(1).

83. California's implied warranty of merchantability statute also provides that "[g]oods to be merchantable must be at least such as . . . (f) conform to the promises or affirmations of fact made on the container or label if any." Cal. Com. Code § 2314(2)(f).

84. Defendants are merchants with respect to the sale of the Products. Therefore, a warranty of merchantability is implied in every contract for sale of the Products to California consumers.

85. By advertising the Products with the Avocado Oil Representation, Defendants made an implied promise in the Products' labeling that the Products are made entirely with avocado oil. The Products, however, have not conformed to this promise because the Products are adulterated with cheaper seed oils. Plaintiff, as well as other California consumers, did not receive the goods as impliedly warranted by Defendants to be merchantable. Therefore, the Products are not merchantable under California law and Defendants have breached their implied warranty of merchantability in regard to the Products.

1 86. If Plaintiff and members of the California Class had known that the Products’
2 Avocado Oil Representation was false and misleading, they would not have been willing to pay
3 the premium price associated with it. Therefore, as a direct and/or indirect result of Defendants’
4 breach, Plaintiff and members of the California Class have suffered injury and deserve to recover
5 all damages afforded under the law.

6 87. Plaintiff and the other California Class members notified Defendants of the
7 breaches of their implied warranties within a reasonable time and/or were not required to do so.
8 Indeed, Plaintiff sent a notice letter to Defendants regarding their breaches on or around October
9 5, 2026. Defendants were also on notice of their breaches from other sources, including the Study
10 cited *supra*.

11 **SIXTH CLAIM FOR RELIEF**
12 **Quasi Contract/Unjust Enrichment/Restitution**
 (For the California Class)

13 88. Plaintiff repeats the allegations contained in Paragraphs 1-46 above as if fully set
14 forth herein.

15 89. Plaintiff brings this claim individually and on behalf of the members of the
16 proposed California Class, against Defendants for unjust enrichment.

17 90. As alleged herein, Defendants have intentionally and recklessly made a misleading
18 representation to Plaintiff and members of the California Class, to induce them to purchase the
19 Products. Plaintiff and members of the California Class have reasonably relied on the misleading
20 representation and have not received all of the benefits (i.e., Products made entirely with avocado
21 oil) promised by Defendants through the Products’ Avocado Oil Representation. Plaintiff and
22 members of the proposed California Class have therefore been induced by Defendants’ misleading
23 and deceptive representation about the Products, and paid more money to Defendants for the
24 Products than they otherwise would and/or should have paid.

25 91. Plaintiff and members of the proposed California Class have conferred a benefit
26 upon Defendants as Defendants have retained monies paid to them by Plaintiff and members of
27 the California Class.

1 92. The monies received were obtained under circumstances that were at the expense
2 of Plaintiff and members of the proposed California Class—i.e., Plaintiff and members of the
3 California Class did not receive the full value of the benefit conferred upon Defendants. Therefore,
4 it is inequitable and unjust for Defendants to retain the profit, benefit, or compensation conferred
5 upon them.

6 93. As a direct and proximate result of Defendants’ unjust enrichment, Plaintiff and
7 members of the proposed California Class, are entitled to restitution, disgorgement, and/or the
8 imposition of a constructive trust upon all profits, benefits, and other compensation obtained by
9 Defendants from their deceptive, misleading, and unlawful conduct as alleged herein.

10 **SEVENTH CLAIM FOR RELIEF**
11 **Common Law Fraud**
 (For the California Class)

12 94. Plaintiff repeats the allegations contained in Paragraphs 1-46 above as if fully set
13 forth herein.

14 95. Plaintiff brings this claim individually and on behalf of the members of the
15 proposed California Class against Defendants for common law fraud.

16 96. Defendants have willfully, falsely, and knowingly misrepresented the Products
17 through the Products’ Avocado Oil Representation, as they knew that the Products were not made
18 entirely with avocado oil.

19 97. Defendants have therefore made a knowing, fraudulent misrepresentation as to the
20 Products.

21 98. Defendants’ misrepresentation was material (i.e., it affected the purchasing
22 decisions of Plaintiff and members of the California Class given its importance), and is central to
23 the Products’ functionality because the Products are advertised as made entirely with avocado oil,
24 but do not conform to that representation.

25 99. Defendants knew or recklessly disregarded the fact that the Products’ Avocado Oil
26 Representation was false and deceptive.

27 100. Defendants intended that Plaintiff and members of the California Class rely on the
28 Products’ advertising, as if they had known the truth that the Products’ Avocado Oil

Representation was false and misleading, they would have paid less for the Products or would not have purchased them at all.

101. Plaintiff and members of the California Class have reasonably and justifiably relied on Defendants' misrepresentation when purchasing the Products, and if Plaintiff and members of the California Class had known the truth about the Products, they would not have paid monies for the Products or would have paid less monies for the Products.

102. For these reasons, Plaintiff and members of the California Class have suffered monetary losses, including interest they would have accrued on these monies, as a direct and proximate result of Defendants' fraudulent conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the proposed Classes, respectfully prays for the following relief:

A. Certification of this case as a class action on behalf of the proposed Classes defined above, appointment of Plaintiff as Class representative, and appointment of her counsel as Class counsel;

B. A declaration that Defendants' actions, as described herein, violate the statutes and laws described herein;

C. An award of injunctive and other equitable relief as is necessary to protect the interests of Plaintiff and the proposed Classes, including, inter alia, an order prohibiting Defendants from engaging in the unlawful acts described above;

D. 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 Defendants obtained from Plaintiff and the proposed Classes as a result of their unlawful, unfair and fraudulent business practices described herein;

E. An award of all economic, monetary, actual, consequential, and compensatory damages caused by Defendants' conduct;

F. An award of nominal, punitive, and statutory damages;

G. An award to Plaintiff and her counsel of reasonable expenses and attorneys' fees;

1 H. An award to Plaintiff and the proposed Classes of pre- and post-judgment interest,
2 to the extent allowable; and

3 I. For such further relief that the Court may deem just and proper.

4 **DEMAND FOR JURY TRIAL**

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

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8 Dated: October 6, 2026

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18 ***pro hac vice application forthcoming*

19 *Attorneys for Plaintiff and the Putative Classes*
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