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**UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF CALIFORNIA**

ANGELA CORELL individually and on behalf of all others similarly situated, <i>Plaintiff,</i>	Case No. '26CV5531 RBM SBC CLASS ACTION COMPLAINT (1) Cal. Consumers Legal Remedies Act (Nationwide Class / Cal. Subclass)
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v.

CHOSEN FOODS LLC;
and DOES 1 through 25, inclusive,

Defendants.

(2) Cal. Unfair Competition Law
(Nationwide Class / Cal. Subclass)
(3) Cal. False Advertising Law
(Nationwide Class / Cal. Subclass)
(4) Iowa Private Right of Action for
Consumer Frauds Act, Iowa Code ch.
714H (Plaintiff Individually)
(5) Breach of Express Warranty
(Nationwide)
(6) Unjust Enrichment (Nationwide,
alt.)

DEMAND FOR JURY TRIAL

NATURE OF THE ACTION

1. This is a consumer class action against Defendant Chosen Foods LLC (“Chosen Foods” or “Defendant”), the maker of the Chosen Foods® line of avocado-oil food products, arising from Defendant’s systematic mislabeling and marketing of products it represents are “made with 100% pure avocado oil” when, in truth, their oil fraction is compositionally inconsistent with authentic avocado oil.

2. This action concerns four Chosen Foods products that were independently laboratory-tested and found to be compositionally inconsistent with authentic avocado oil: the Classic Mayo, the Vegan Mayo, the Lemon Garlic Dressing & Marinade, and the Zesty Italian Dressing & Marinade (collectively, the “Products”). Each Product is

1 prominently labeled and advertised as “Made with 100% Pure Avocado Oil,” identifies
2 avocado oil as its first and predominant declared oil, and is marketed as free of other,
3 cheaper oils. Defendant charges, and consumers pay, a premium price for the Products
4 because they are represented to be made with pure avocado oil rather than lower-cost
5 seed oils.
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8 **3.** In July 2026, food scientists at the University of California, Davis published a
9 peer-reviewed study finding that the vast majority of avocado-oil-labeled processed foods
10 sold in the United States do not contain the compositional profile of authentic avocado
11 oil. *Natalie Lopez-Alvarez et al., Authenticity of Avocado and Olive Oils Used as*
12 *Ingredients in Commercially Processed Foods, 6 Applied Food Research 102389 (2026)*
13 (the “UC Davis Study” or “Study”). Using gas-chromatography analysis of fatty acid
14 methyl esters (“FAMES”) and sterol profiles measured against the internationally
15 recognized Codex Alimentarius Standard for Named Vegetable Oils (CXS 210-1999)
16 (the “Codex Standard”), the Study found that 89% of all avocado-oil-labeled processed
17 food products tested were compositionally inconsistent with authentic avocado oil and
18 instead consistent with substitution or dilution using cheaper seed oils.
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24 **4.** Defendant does not merely list avocado oil among its ingredients. Defendant has
25 built the Chosen Foods brand on representations regarding purity — declaring itself
26 “100% Committed to 100% Purity” and representing that its products contain “100% pure
27 avocado oil,” tested so that consumers “can trust that our oil is exactly what we claim.”
28 Defendant further represents that it “test[s] every batch of oil” using fatty-acid-profile

1 analysis specifically "to make sure our products only contain 100% pure avocado oil,"
2 and prominently touts an earlier study by 2020 UC Davis – the same institution that
3 published the 2026 Study noted above – finding that Chosen Foods was "one of only two
4 brands" verified as "pure & non-oxidized," a claim Defendant uses to imply that other
5 brands on the market are, by contrast, adulterated, oxidized, or otherwise not what they
6 claim to be.
7

8
9 **5.** The 2026 Study identified each of Defendant's four Products by brand and
10 product name and tested two independently purchased production lots of each: the
11 Classic Mayo (Sample Nos. 59 and 60), the Vegan Mayo (Sample Nos. 57 and 58), the
12 Lemon Garlic Dressing & Marinade (Sample Nos. 45 and 46), and the Zesty Italian
13 Dressing & Marinade (Sample Nos. 47 and 48). Every one of those eight samples failed
14 the Study's authenticity criteria. As set forth below, each of Defendant's eight samples
15 exhibited eleven separate compositional markers falling outside the Codex Standard's
16 ranges for authentic avocado oil — even after application of the Study's deliberately
17 generous 10% tolerance allowance — with concordant deviations across both the fatty
18 acid and the sterol profiles. The Study's methodology treats as merely "borderline" a
19 sample with no more than two marginal deviations; Defendant's samples exceeded that
20 threshold by more than five times.
21

22 **6.** The deviations were not random. Each of Defendant's samples exhibited the
23 signature the Study identified as diagnostic of substitution or dilution with lower-cost
24 seed oils: depressed palmitoleic acid, depressed cis-vaccenic acid, elevated stearic acid,
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1 elevated campesterol, elevated stigmasterol, and elevated Δ^7 -avenasterol and Δ^7 -
2 stigmasterol. As alleged below, the depressed cis-vaccenic acid values measured in every
3 one of Defendant's Products — between 1.2% and 1.3% of total fatty acids, against
4 roughly 5.5% to 7.5% for authentic avocado oil — are affirmatively consistent with
5 dilution or substitution using sunflower oil.
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8 7. The UC Davis Study also conducted controlled laboratory experiments
9 simulating commercial emulsification and frying — the processes used to make
10 mayonnaise and dressings — and found that such processing changes these markers by
11 well under one percentage point and cannot account for the magnitude of the deviations
12 observed. Ordinary food processing does not explain why the oil fraction of Defendant's
13 Products fails to match the chemical signature of authentic avocado oil; substitution or
14 dilution of the declared oil does.
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18 8. Defendant is uniquely foreclosed from disputing the Study's methodology.
19 Defendant has publicly and prominently touted an earlier, 2020 UC Davis study —
20 conducted by the same laboratory — as verification that Chosen Foods avocado oil was
21 one of only two brands tested that were pure and unadulterated, and has used that testing
22 as a centerpiece of its purity marketing. Having embraced the same laboratory's
23 methodology and imprimatur to sell the Products, Defendant cannot now credibly
24 disavow that laboratory's 2026 findings that Defendant's own Products are inconsistent
25 with authentic avocado oil.
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1 **12.** Defendant Chosen Foods LLC is a Delaware limited liability company with its
2 principal place of business at 350 Camino De La Reina, Suite 400, San Diego, California
3 92108. Defendant manufactures, labels, markets, advertises, and sells the Products under
4 the Chosen Foods® brand throughout the United States, including in this District. Upon
5 information and belief, Defendant is majority-owned by Butterfly Equity (Los Angeles).
6
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8 **13.** Defendant is the entity identified on the Products’ labeling as responsible for
9 the Products and is therefore the party that makes the ingredient declaration and label
10 representations at issue and is the label declarant within the meaning of 21 C.F.R. §
11 101.5.
12
13

14 **14.** Defendant’s conduct giving rise to the claims alleged herein — including the
15 development, formulation, labeling, marketing, and advertising of the Products, and the
16 “100% pure avocado oil” representations at the heart of this case — was directed,
17 approved, and emanated from Defendant’s California headquarters. Defendant markets
18 itself as rooted in California, and directs and controls the nationwide marketing and sale
19 of the Products from this District.
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22 **15.** The true names and capacities of Defendants sued as DOES 1 through 25 are
23 presently unknown to Plaintiff, who sues them by fictitious names and will amend to
24 state their true names and capacities when ascertained.
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JURISDICTION AND VENUE

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2 **16.** This Court has subject-matter jurisdiction under the Class Action Fairness Act,
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4 28 U.S.C. § 1332(d)(2), because the proposed Class exceeds 100 members, at least one
5 Class member is a citizen of a state different from Defendant's state of citizenship, and
6 the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and costs.
7

8 **17.** This Court has personal jurisdiction over Defendant because Defendant
9 maintains its principal place of business in San Diego, California, within this District, and
10 is therefore subject to general personal jurisdiction here; Defendant also purposefully
11 directed the marketing and sale of the Products throughout the United States, including in
12 this District.
13
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15 **18.** Venue is proper in this District under 28 U.S.C. § 1391(b) because Defendant
16 resides in this District within the meaning of § 1391(b)(1) (its principal place of business
17 is in San Diego), and because a substantial part of the events giving rise to the claims —
18 including the labeling, formulation, marketing, and advertising decisions for the Products
19 — occurred in and emanated from this District.
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FACTUAL ALLEGATIONS

The Premium Market for Avocado Oil and the Governing Labeling Requirements

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25 **19.** Avocado oil is widely marketed to health-conscious consumers as a premium
26 cooking oil, valued for its monounsaturated fat content and its perceived advantages over
27 conventional seed and vegetable oils. Because avocado oil is significantly more
28

1 expensive to source than seed oils such as soybean, canola, sunflower, or safflower oil,
2 manufacturers — including Defendant — market products “made with avocado oil” to
3 command a substantial price premium over conventional, seed-oil-based counterparts. A
4 growing segment of consumers actively seeks to avoid seed oils; for those consumers, the
5 presence of an undisclosed seed oil defeats the entire purpose of the purchase, and
6 Defendant markets the Products directly to that segment.

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9 **20.** Consumers reasonably rely on the ingredient and “100% pure” representations
10 required by, and permitted under, federal and state law to reflect the true composition of
11 the food they buy. Under 21 C.F.R. § 101.4(a)(1), ingredients must be declared by their
12 common or usual name in descending order of predominance, and under 21 C.F.R. §
13 101.4(b)(14), when oil is the predominant ingredient of a food, the specific oil actually
14 used must be accurately and specifically declared.

15
16
17 **21.** Consumers have no practical way to verify which oil is actually present in a
18 finished, processed food; detecting substitution requires solvent extraction of the lipid
19 fraction followed by gas-chromatographic analysis against international reference
20 standards. Refined avocado oil and refined seed oils are also similar in color, texture, and
21 flavor.

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24 **Defendant’s Products and Its Representations of Purity**

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27 **22.** Classic Mayo Made with 100% Pure Avocado Oil (Sample Nos. 59, 60): The
28 Product is labeled on its front panel as “Made with 100% Pure Avocado Oil.” As reported

1 in Table S1 of the Study's Supplementary Tables, apart from avocado oil the Product's
2 ingredient statement lists the following non-oil ingredients: filtered water, egg yolks,
3 whole eggs, distilled white vinegar, mustard, salt, rosemary extract.
4

5 **23. Vegan Mayo Made with 100% Pure Avocado Oil (Sample Nos. 57, 58):** The
6 Product is labeled on its front panel as "Made with 100% Pure Avocado Oil." As reported
7 in Table S1 of the Study's Supplementary Tables, apart from avocado oil the Product's
8 ingredient statement lists the following non-oil ingredients: filtered water, distilled white
9 vinegar, chickpea protein blend (chickpea protein, tamarind seed gum), salt, mustard,
10 xanthan gum, rosemary extract, mustard oil.
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14 **24. Lemon Garlic Dressing & Marinade Made with 100% Pure Avocado Oil**
15 (Sample Nos. 45, 46): The Product is labeled on its front panel as "Made with 100% Pure
16 Avocado Oil." As reported in Table S1 of the Study's Supplementary Tables, apart from
17 avocado oil the Product's ingredient statement lists the following non-oil ingredients:
18 lemon juice from concentrate (water, lemon juice concentrate), water, sea salt, garlic
19 powder, tapioca starch, citrus fiber, dehydrated garlic, black pepper, tamarind seed gum,
20 turmeric powder.
21
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24 **25. Zesty Italian Dressing & Marinade Made with 100% Pure Avocado Oil**
25 (Sample Nos. 47, 48): The Product is labeled on its front panel as "Made with 100% Pure
26 Avocado Oil." As reported in Table S1 of the Study's Supplementary Tables, apart from
27 avocado oil the Product's ingredient statement lists the following non-oil ingredients:
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1 water, red wine vinegar, pear juice concentrate, garlic puree, shallots, organic parmesan
2 concentrate, italian seasoning, sea salt, tapioca starch, citrus fiber, tamarind seed gum.
3

4 **26.** No ingredient statement for any Product discloses the presence of soybean,
5 canola, sunflower, safflower, corn, or any other oil apart from avocado oil, and none
6 contains any qualifying or hedging disclosure — such as “and/or,” “may contain,” or a
7 reference to trace or incidental ingredients — that would put a reasonable consumer on
8 notice that an oil other than avocado oil might be present.¹
9
10

11 **Purity is a Core Component of Defendant’s Marketing Message**

12 **27.** Defendant’s marketing goes well beyond the ingredient panel. Defendant
13 represents on its packaging and website that the Products are “made with 100% pure
14 avocado oil,” that they are “free of soy and canola oils.”
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¹ The Vegan Mayo does Vegan Mayo ingredient list reflects a trace “mustard oil” at the very end of the ingredient list. The product nevertheless represents itself as “made with 100% pure avocado oil.”

CLASSIC AVOCADO OIL MAYO 12 FL OZ

Dip into our clean and simple take on a classic spread. Made with 100% pure avocado oil, cage-free eggs, organic vinegar, organic mustard, and spices, it's rich and slightly tangy—perfect for everyday use.

Made with 100% Pure Avocado Oil: Packed with good fats from avocados and crafted without soy or canola oil for clean, wholesome flavor.

Endless Uses, Unbeatable Flavor- This mayo with avocado oil does it all—spread it on sandwiches, wraps, and burgers, dip it with fries or veggies, and even use it to make your own marinades, bound salads, or homemade salad dressings.

Certified Non-GMO, gluten-free, glyphosate-residue free, kosher, keto friendly, and free of soy and canola oils.

Ingredients:

Avocado Oil, Filtered Water, Egg Yolks, Organic Whole Eggs, Organic Distilled White Vinegar, Organic Mustard (Distilled Organic Vinegar, Water, Organic Mustard Seed, Salt, Organic Spices), Salt, Organic Rosemary Extract.

Contains: Egg

2

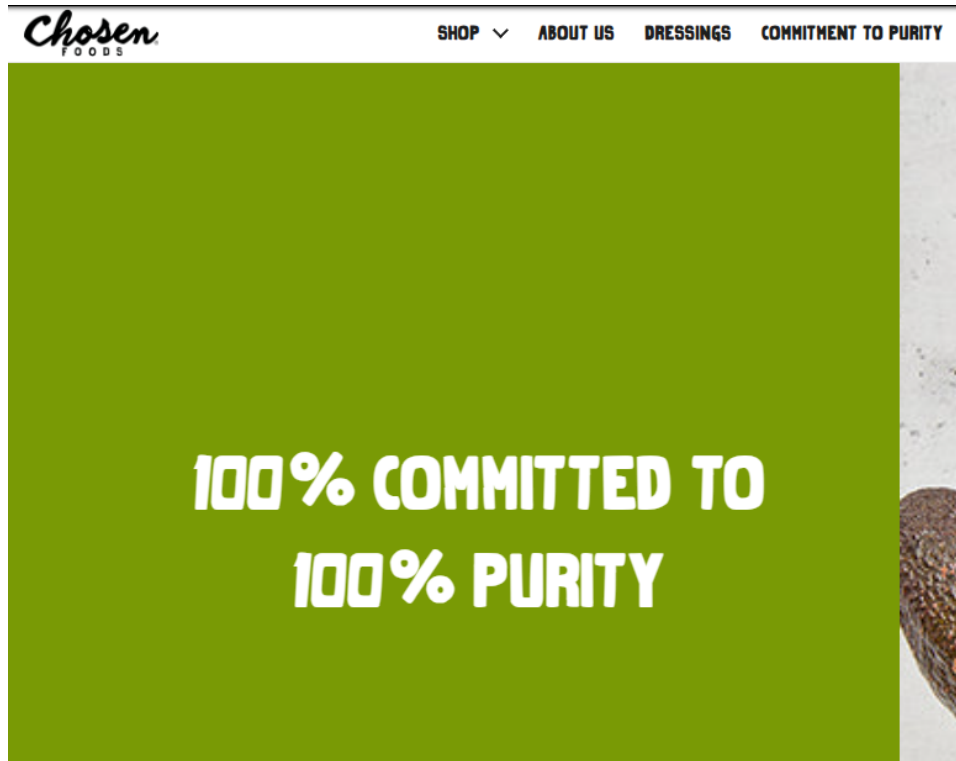
28. Chosen Foods also affirmatively contrasts its purportedly pure Products against competitors' products that Defendant labels as "not 100% pure" and "mixed with sketchy ingredients."

² Highlighting added for clarity.



29. The purity of its products is a centerpiece of its marketing messaging. Its website has a page entitled “Commitment to Chosen Foods is “100% committed to 100% purity,” that makes numerous representations emphasizing that its products contain

avocado oil and no other oils.³



TRACING AND TESTING

Since day one, we've tested every batch of avocado oil that we produce and trace our supply to ensure the highest purity and quality standards. That means that in every bottle of avocado oil, you're getting only the good stuff from avocados.

³ Screenshots from September 1, 2026 archived page located at <https://web.archive.org/web/20260901140900/https://chosenfoods.com/pages/purity>.

ONGOING PURITY TESTING

- Internally test and validate every batch
- Externally test quarterly

We test every batch of oil to make sure our products only contain 100% pure avocado oil. Our testing is done by analyzing our oil's fatty acid profile to ensure that it is in fact 100% pure avocado oil. Every oil (avocado, olive, canola, sunflower, etc.) has its own fatty acid profile that is unique and specific. By using this testing method, we can verify our oil's purity in every batch we produce, so consumers can trust that our oil is exactly what we claim – 100% pure avocado oil. To learn more about the process of making pure avocado oil, view our recent blog post, [How Avocado Oil is Made](#).

Avocado-Oil Adulteration Was a Known Problem — and Defendant Made UC Davis

Testing Central to Its Purity Marketing

30. The economic adulteration of avocado oil is not a newly discovered phenomenon. In 2020, the University of California, Davis published the first report on the quality and purity of avocado oil sold in the United States, finding that a substantial majority of the bottled avocado oil products tested were oxidized or adulterated with other oils. In 2022, the same laboratory identified cis-vaccenic acid (C18:1 (n-7)) as a specific marker capable of detecting seed oil adulteration in avocado oil.

31. Defendant was not only aware of that research — it embraced it. Defendant has publicly and prominently touted that, in the 2020 UC Davis testing, Chosen Foods avocado oil was verified as one of only two brands tested that were pure and non-oxidized, and Defendant has featured that result as a centerpiece of its “Commitment to

Purity” marketing:

STUDIES ABOUT CHOSEN FOODS PURE AVOCADO OIL

UC DAVIS STUDY

In 2020, UC Davis tested avocado oil brands to see which brands were actually pure & not adulterated with other oils. Chosen Foods was one of only two brands that were verified pure & non-oxidized avocado oils. [View this study](#) for more information about purity & real avocado oil brands.

32. Defendant therefore knew, better than nearly any other manufacturer, both that avocado-oil adulteration was a documented industry problem and that the UC Davis laboratory’s methodology was a reliable measure of authenticity — the very methodology that, in 2026, found Defendant’s own Products inconsistent with authentic avocado oil.

The UC Davis 2026 Study’s Design and Findings

33. The UC Davis Study evaluated 74 commercially processed chips, mayonnaise, and salad-dressing products purchased from retail and online sources in California in 2025 and 2026, each declaring avocado oil or olive oil as its sole edible oil ingredient. Two separate production lots of each product were purchased and analyzed, each in duplicate. Researchers extracted the oil fraction from each product and analyzed its

1 FAME and sterol profiles by gas chromatography with flame ionization detection, then
2 compared the results against the Codex Standard ranges for authentic avocado oil.
3

4 **34.** The Study's classification methodology was deliberately conservative and
5 favorable to manufacturers. A deviation limited to a single fatty acid or sterol marker and
6 not exceeding 10% beyond the Codex limit was disregarded and the sample treated as
7 consistent; a sample with no more than two markers marginally exceeding that 10%
8 allowance, without concordant deviations elsewhere, was treated as merely "borderline";
9 only samples with multiple deviations or patterns truly inconsistent with authentic
10 reference profiles were classified as inconsistent. Of the 54 avocado-oil-labeled samples,
11 48 (89%) were classified as inconsistent, including 100% of the salad-dressing samples
12 and 71% of the mayonnaise samples. Olive-oil-labeled products in the same categories,
13 subjected to identical procedures, were overwhelmingly consistent with authentic olive
14 oil, foreclosing any suggestion that the avocado-oil results were an artifact of testing or of
15 recovering oil from processed foods.
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21 **35.** The Study specifically identified cis-vaccenic acid as a strong discriminatory
22 marker for avocado-oil authenticity: samples consistent with authentic avocado oil had a
23 mean cis-vaccenic content of $5.3\% \pm 1.0\%$ of total fatty acids, whereas inconsistent
24 samples averaged only $1.7\% \pm 0.5\%$ — a range aligning with typical vegetable-oil
25 profiles ($p < 0.001$).
26
27

28 *The Study's Sample-Specific Findings as to Defendant's Products*

36. For the Classic Mayo Made with 100% Pure Avocado Oil, the measured values reported in Tables S3 and S4 of the Supplementary Tables confirm the failure of each tested lot. The table below sets forth, for each sample, the measured value of each marker relevant to the authenticity analysis against the Codex range for authentic avocado oil (values expressed as a percentage of total identified fatty acids or total sterols, as applicable):

Marker	Codex range	No. 59	No. 60
Palmitic acid (C16:0)	11–26	6.9	6.8
Palmitoleic acid (C16:1)	4–17.1	0.9	0.8
Stearic acid (C18:0)	0.1–1.3	2.9	2.7
α-Linolenic acid (C18:3)	0.5–2.1	0.3	0.3
Behenic acid (C22:0)	ND–0.5	0.8	0.7
Campesterol	4–8.3	11.8	12
Stigmasterol	0.3–2	5.8	6.1
Clerosterol	1–2.5	0.7	0.7
β-Sitosterol	79–93.4	62.3	63.8
Δ7-Stigmastenol	ND–1.5	7.7	6.2
Δ7-Avenasterol	ND–1.5	3.1	3
Cis-vaccenic acid (C18:1 n-7)	Not in Codex	1.3	1.2

* Value within, or within the Study's 10% tolerance allowance of, the Codex range for that marker; every other value in the table falls outside the Codex range even after application of that allowance. *Cis-vaccenic acid* is not a Codex-listed marker; consistent avocado-oil samples in the Study reported a mean of $5.3\% \pm 1.0\%$, versus $1.7\% \pm 0.5\%$ for inconsistent samples.

37. Applying the Study's own classification criteria, including its 10% tolerance allowance, each of these samples exhibited multiple, concordant deviations across both the fatty acid and the sterol profiles: Sample No. 59 (11 markers), Sample No. 60 (11 markers). Each falls far outside not only the "consistent" classification but also the "borderline" classification the Study reserved for samples with no more than two marginal deviations.

38. For the Vegan Mayo Made with 100% Pure Avocado Oil, the measured values reported in Tables S3 and S4 of the Supplementary Tables confirm the failure of each tested lot. The table below sets forth, for each sample, the measured value of each marker relevant to the authenticity analysis against the Codex range for authentic avocado oil (values expressed as a percentage of total identified fatty acids or total sterols, as applicable):

Marker	Codex range	No. 57	No. 58
Palmitic acid (C16:0)	11–26	6.8	6
Palmitoleic acid (C16:1)	4–17.1	0.8	0.8

Stearic acid (C18:0)	0.1–1.3	2.5	3.2
α-Linolenic acid (C18:3)	0.5–2.1	0.3	0.2
Behenic acid (C22:0)	ND–0.5	0.7	0.8
Campesterol	4–8.3	12	9.7
Stigmasterol	0.3–2	7.1	7.8
Clerosterol	1–2.5	0.7	0.6
β-Sitosterol	79–93.4	64.5	62.1
Δ7-Stigmastenol	ND–1.5	6.1	7.2
Δ7-Avenasterol	ND–1.5	2.6	3.9
Cis-vaccenic acid (C18:1 n-7)	Not in Codex	1.3	1.2

* Value within, or within the Study's 10% tolerance allowance of, the Codex range for that marker; every other value in the table falls outside the Codex range even after application of that allowance. Cis-vaccenic acid is not a Codex-listed marker; consistent avocado-oil samples in the Study reported a mean of $5.3\% \pm 1.0\%$, versus $1.7\% \pm 0.5\%$ for inconsistent samples.

39. Applying the Study's own classification criteria, including its 10% tolerance allowance, each of these samples exhibited multiple, concordant deviations across both the fatty acid and the sterol profiles: Sample No. 57 (11 markers), Sample No. 58 (11 markers). Each falls far outside not only the "consistent" classification but also the "borderline" classification the Study reserved for samples with no more than two marginal deviations.

40. For the Lemon Garlic Dressing & Marinade Made with 100% Pure Avocado Oil, the measured values reported in Tables S3 and S4 of the Supplementary Tables confirm the failure of each tested lot. The table below sets forth, for each sample, the measured value of each marker relevant to the authenticity analysis against the Codex range for authentic avocado oil (values expressed as a percentage of total identified fatty acids or total sterols, as applicable):

Marker	Codex range	No. 45	No. 46
Palmitic acid (C16:0)	11–26	6.6	6
Palmitoleic acid (C16:1)	4–17.1	0.8	0.7
Stearic acid (C18:0)	0.1–1.3	3	3.2
α-Linolenic acid (C18:3)	0.5–2.1	0.3	0.2
Behenic acid (C22:0)	ND–0.5	0.8	0.8
Campesterol	4–8.3	11.5	10.4
Stigmasterol	0.3–2	6	6.4
Clerosterol	1–2.5	0.7	0.6
β-Sitosterol	79–93.4	64.7	62.1
Δ7-Stigmastenol	ND–1.5	5.4	7
Δ7-Avenasterol	ND–1.5	3.2	4
Cis-vaccenic acid (C18:1 n-7)	Not in Codex	1.2	1.2

* Value within, or within the Study's 10% tolerance allowance of, the Codex range for that marker; every other value in the table falls outside the Codex range even after application of that allowance. *Cis-vaccenic acid* is not a Codex-listed marker; consistent avocado-oil samples in the Study reported a mean of $5.3\% \pm 1.0\%$, versus $1.7\% \pm 0.5\%$ for inconsistent samples.

41. Applying the Study's own classification criteria, including its 10% tolerance allowance, each of these samples exhibited multiple, concordant deviations across both the fatty acid and the sterol profiles: Sample No. 45 (11 markers), Sample No. 46 (11 markers). Each falls far outside not only the "consistent" classification but also the "borderline" classification the Study reserved for samples with no more than two marginal deviations.

42. For the Zesty Italian Dressing & Marinade Made with 100% Pure Avocado Oil, the measured values reported in Tables S3 and S4 of the Supplementary Tables confirm the failure of each tested lot. The table below sets forth, for each sample, the measured value of each marker relevant to the authenticity analysis against the Codex range for authentic avocado oil (values expressed as a percentage of total identified fatty acids or total sterols, as applicable):

Marker	Codex range	No. 47	No. 48
Palmitic acid (C16:0)	11–26	6.9	7.2
Palmitoleic acid (C16:1)	4–17.1	0.9	1

Stearic acid (C18:0)	0.1–1.3	2.7	2.7
α-Linolenic acid (C18:3)	0.5–2.1	0.3	0.3
Behenic acid (C22:0)	ND–0.5	0.7	0.7
Campesterol	4–8.3	12	11.2
Stigmasterol	0.3–2	6.6	6.6
Clerosterol	1–2.5	0.6	0.5
β-Sitosterol	79–93.4	69.2	65.7
Δ7-Stigmastenol	ND–1.5	5.1	7.6
Δ7-Avenasterol	ND–1.5	2.6	2.4
Cis-vaccenic acid (C18:1 n-7)	Not in Codex	1.2	1.2

* Value within, or within the Study's 10% tolerance allowance of, the Codex range for that marker; every other value in the table falls outside the Codex range even after application of that allowance. Cis-vaccenic acid is not a Codex-listed marker; consistent avocado-oil samples in the Study reported a mean of $5.3\% \pm 1.0\%$, versus $1.7\% \pm 0.5\%$ for inconsistent samples.

43. Applying the Study's own classification criteria, including its 10% tolerance allowance, each of these samples exhibited multiple, concordant deviations across both the fatty acid and the sterol profiles: Sample No. 47 (11 markers), Sample No. 48 (11 markers). Each falls far outside not only the "consistent" classification but also the "borderline" classification the Study reserved for samples with no more than two marginal deviations.

1 **44.** Every one of Defendant’s eight samples deviated in the same direction on the
2 same markers, across independently purchased lots and across two different product
3 categories (mayonnaise and dressings). Palmitoleic acid, which authentic avocado oil
4 contains at 4.0%–17.1% of total fatty acids, was measured at or below 1.0% in every
5 Chosen sample. Stigmasterol, permitted at 0.3%–2.0% of total sterols, was measured
6 between 5.8% and 7.8% — several times the permissible maximum — in every sample.
7 And cis-vaccenic acid was measured at just 1.2% to 1.3% of total fatty acids in every
8 Product, far below the roughly 5.5%–7.5% characteristic of authentic avocado oil and
9 squarely within the range the Study reported for inconsistent samples.
10

11 **Innocent Explanations Are Foreclosed**

12 **45.** To rule out ordinary food processing, the Study’s authors prepared model
13 mayonnaise emulsified with pure avocado oil and fried model chips in pure avocado oil,
14 then re-measured the extracted oil. Emulsification changed fatty acid markers by no more
15 than approximately 0.3 percentage points and left cis-vaccenic acid unchanged, and
16 frying changed major fatty acid markers by no more than approximately 0.6 percentage
17 points. The Study specifically found that clerosterol — a sterol for which avocado-
18 labeled mayonnaise samples fell below the Codex minimum — was unaffected by
19 emulsification. Those margins cannot account for the deviations measured in Defendant’s
20 Products, and emulsification is the only relevant processing step for mayonnaise and
21 dressings.
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1 **46.** Nor can the deviations be attributed to natural biological variation in avocado
2 cultivar, region, or maturity. The Codex ranges are themselves designed to encompass the
3 expected natural variability of authentic avocado oil, and the Study layered an additional
4 10% tolerance on top. Defendant’s samples fell outside the ranges even after that
5 allowance, on eleven markers simultaneously, in a coordinated pattern, across
6 independently sourced lots of four different Products — the reasonable inference is a
7 supply-chain or formulation practice, not random deviation.
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11 **Defendant Charged a Price Premium**

12 **47.** Defendant sells the Products at a substantial premium over functionally
13 comparable products made with conventional oils. As reflected in the Study’s Table S1,
14 Defendant’s Products were purchased at approximately \$9.69–\$10.49 for the Classic
15 Mayo, \$10.29–\$10.49 for the Vegan Mayo, and \$5.89–\$6.99 for the eight-ounce
16 dressings — well above conventional seed-oil counterparts. The Study confirmed that
17 price provided consumers no protection against adulteration: avocado-oil-labeled
18 products commanded a premium regardless of whether their oil fraction was actually
19 authentic.
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24 **Substantially Similar Products; Plaintiff’s Reliance and Injury**

25 **48.** To the extent Plaintiff purchased a Chosen Foods avocado-oil product not
26 among the four tested, that product identifies avocado oil as its predominant declared oil,
27 bears the same “100% pure avocado oil,” seed-oil-free positioning, and, upon information
28

1 and belief, is formulated using avocado oil sourced through the same supply chain;
2 Plaintiff reserves the right to contest the authenticity of such products and to expand the
3 Products and Class based on further testing or discovery. The claims asserted herein are
4 pleaded as to the tested Products.
5

6 **49.** Plaintiff read and reasonably relied upon Defendant's representation that the
7 Product(s) she purchased were made with 100% pure avocado oil, reasonably understood
8 that representation to mean the oil fraction was authentic avocado oil, and paid a price
9 premium on that basis. Had Defendant disclosed that the oil fraction was inconsistent
10 with authentic avocado oil and instead reflected undisclosed substitution or dilution with
11 cheaper seed oils, Plaintiff would not have purchased the Product(s), or would have paid
12 substantially less. Plaintiff did not receive the benefit of her bargain and suffered
13 economic injury in the amount of the premium paid.
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18 **CLASS ACTION ALLEGATIONS**

19 **50.** Plaintiff brings this action under Federal Rules of Civil Procedure 23(a),
20 23(b)(2), and 23(b)(3), and seeks certification of the following Class and Subclasses:
21

22 **Nationwide Class:** All persons in the United States who purchased the Products
23 for personal, family, or household use during the applicable limitations period
24 through the date of class certification (the "Class Period").

25 **California Subclass:** All members of the Nationwide Class who purchased the
26 Products in the State of California during the Class Period.

27 The California statutory claims (Counts I–III) are asserted on behalf of the
28 Nationwide Class on the ground that the conduct giving rise to those claims

1 emanated from Defendant's California headquarters, and, in the alternative, on
2 behalf of the California Subclass. Count IV is asserted by Plaintiff individually.⁴

3 Excluded from the Class and Subclasses are Defendant, its officers, directors,
4 employees, agents, affiliates, and any entity in which Defendant has a controlling
5 interest; the assigned judge and court personnel and their immediate families; and
6 any person who timely opts out.

7 **51. Numerosity.** The Class is so numerous that joinder is impracticable; upon
8 information and belief, Defendant has sold hundreds of thousands, if not millions, of
9 units of the Products during the Class Period, ascertainable from Defendant's records.
10

11 **52. Commonality and Predominance.** Common questions predominate, including
12 whether the Products' oil fraction is compositionally consistent with authentic avocado
13 oil; whether the Products contain undisclosed oils other than avocado oil; whether
14 Defendant's "100% pure avocado oil" representation is false or misleading; whether
15 Defendant knew or should have known of the mislabeling; whether Defendant's conduct
16 violates the statutes and doctrines invoked herein; and the appropriate measure of
17 damages, restitution, and injunctive relief.
18
19
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21 **53. Typicality.** Plaintiff's claims are typical of the Class because Plaintiff, like all
22 Class members, purchased the Products in reliance on Defendant's avocado-oil
23 representation and suffered the same type of economic injury.
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⁴ Plaintiff will seek leave to amend (or amend as of right, if available) to assert Count IV on behalf of an Iowa Subclass upon approval of the Iowa Attorney General under Iowa Code § 714H.7.

1 **54. Adequacy.** Plaintiff will fairly and adequately protect the interests of the Class,
2 has retained counsel experienced in complex consumer class and food-labeling litigation,
3 and has no antagonistic interests.
4

5 **55. Rule 23(b)(2) and (b)(3).** Defendant has acted on grounds generally applicable
6 to the Class, making final injunctive relief appropriate for the Class as a whole; and
7 common questions predominate over any individual questions, with a class action
8 superior to other methods of adjudication given the modest individual damages at stake.
9
10

11 **56. Ascertainability.** The proposed Class and Subclasses are defined by objective
12 criteria — purchase of identified retail products during a defined period — and
13 membership can be determined by a reliable and administratively feasible method that
14 does not require individualized fact-finding or mini-trials. Records exist from which
15 membership can be established, including Defendant’s shipment, sales, and distribution
16 records identifying the retailers to which the Products were sold and the volumes
17 shipped; retailer point-of-sale and loyalty-account transaction data, which for grocery
18 purchases routinely identify the purchaser, the item purchased by UPC, the date, and the
19 price paid; order histories maintained by the online grocery, e-commerce, and delivery
20 platforms through which the Products are sold; and Class members’ own receipts,
21 payment-card records, and retained packaging.
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CAUSES OF ACTION

COUNT I

Violation of the Consumers Legal Remedies Act, Cal. Civ. Code § 1750, et seq.

(On Behalf of the Nationwide Class and, in the Alternative, the California Subclass)

57. Plaintiff incorporates each preceding paragraph.

58. The CLRA prohibits unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result, or that results, in the sale or lease of goods or services to any consumer. Cal. Civ. Code § 1770(a). The CLRA is to be liberally construed and applied to promote its underlying purposes of protecting consumers against unfair and deceptive business practices and providing efficient and economical procedures to secure that protection. Cal. Civ. Code § 1760.

59. The Products are “goods” within the meaning of Cal. Civ. Code § 1761(a). Plaintiff and the members of the Class are “consumers” within the meaning of § 1761(d), having acquired the Products for personal, family, or household purposes. Their purchases of the Products are “transactions” within the meaning of § 1761(e). Defendant is a “person” within the meaning of § 1761(c).

60. By representing on the Products’ principal display panels and throughout its advertising that the Products are “Made with 100% Pure Avocado Oil,” by declaring avocado oil as the Products’ sole or predominant oil in the mandatory ingredient statement, and by representing that Defendant is “100% committed to 100% purity” and

1 tests every batch of its oil to confirm that its products contain only 100% pure avocado
2 oil, when in fact the Products' lipid fraction is compositionally inconsistent with
3 authentic avocado oil and instead reflects substitution or dilution with undisclosed seed
4 oils, Defendant engaged in unfair methods of competition and unfair and deceptive acts
5 and practices in violation of, at minimum:
6
7

- 8 a. Cal. Civ. Code § 1770(a)(5), by representing that the Products have
9 characteristics, ingredients, uses, or benefits that they do not have;
10
- 11 b. Cal. Civ. Code § 1770(a)(7), by representing that the Products are of a
12 particular standard, quality, or grade when they are of another;
13
- 14 c. Cal. Civ. Code § 1770(a)(9), by advertising the Products with the intent not
15 to sell them as advertised; and
16
- 17 d. Cal. Civ. Code § 1770(a)(16), by representing that the Products have been
18 supplied in accordance with a previous representation when they have not.
19

20 **61.** Defendant's representations were material. A reasonable consumer would
21 attach importance to whether the oil in a food product is the oil the label names —
22 particularly where, as here, the named oil commands a substantial price premium over the
23 oils for which it was substituted, the manufacturer expressly and repeatedly disclaims the
24 use of cheaper seed oils, and a substantial segment of purchasers is affirmatively seeking
25 to avoid the substituted category of oil altogether.
26
27

28 **62.** Materiality is confirmed by Defendant's own conduct. Defendant does not treat
the identity and authenticity of its oil as an incidental detail; it has made purity the

1 organizing theme of the Chosen Foods brand, has contrasted its Products against
2 competitors' products that it characterizes as not 100% pure and as mixed with
3 objectionable ingredients, and has featured third-party UC Davis verification of its oil's
4 purity as a centerpiece of its marketing. A manufacturer does not build a brand around a
5 fact that consumers do not care about.

6
7
8 **63.** Plaintiff and the members of the Class read and relied upon Defendant's
9 representations in deciding to purchase the Products and in deciding to pay the price
10 Defendant charged for them. That reliance was reasonable. Consumers have no practical
11 means of detecting seed-oil substitution in a finished, processed food, the substitution is
12 undetectable by taste, appearance, or ordinary use, and Defendant's purity representations
13 were designed and intended to be relied upon by precisely the consumers who purchased
14 the Products.

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18 **64.** As a direct and proximate result of Defendant's violations of the CLRA,
19 Plaintiff and the members of the Class suffered injury in fact and lost money or property
20 in the amount of the price premium attributable to Defendant's avocado-oil
21 representations.

22
23
24 **65.** The conduct giving rise to this Count — the formulation of the Products, the
25 specification and sourcing of the oil used in them, the supplier-qualification and batch-
26 testing practices Defendant advertises, and the creation, review, and approval of the
27 challenged labeling and marketing — was directed and approved by, and emanated from,
28 Defendant's principal place of business in San Diego, California. California therefore has

significant contacts and a significant aggregation of contacts with the claims of each Class member, such that application of California law to the Nationwide Class is neither arbitrary nor fundamentally unfair.

66. Plaintiff presently seeks injunctive relief under the CLRA pursuant to Cal. Civ. Code § 1780(a)(2) to enjoin the unlawful acts and practices alleged herein.

67. Contemporaneous with the filing of this Complaint, Plaintiff, through counsel, will serve Defendant with written notice by certified mail, return receipt requested, addressed to Defendant's principal place of business, identifying the particular violations of Cal. Civ. Code § 1770 alleged herein and demanding that Defendant correct, repair, replace, or otherwise rectify the Products. If Defendant fails to provide appropriate relief within thirty days, Plaintiff will seek leave to amend to add claims for actual damages, restitution, and punitive damages under Cal. Civ. Code § 1780(a)(1), (a)(3), and (a)(4).

68. Plaintiff and the Class are entitled to injunctive relief and, upon expiration of the § 1782(a) notice period and amendment, to actual damages, restitution, punitive damages, and attorneys' fees and costs under Cal. Civ. Code § 1780.

COUNT II

Violation of the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq.

(On Behalf of the Nationwide Class and, in the Alternative, the California Subclass)

69. Plaintiff incorporates each preceding paragraph.

1 **70.** The UCL prohibits any unlawful, unfair, or fraudulent business act or practice
2 and unfair, deceptive, untrue, or misleading advertising. Cal. Bus. & Prof. Code § 17200.
3
4 Each prong states an independent basis for liability.

5 **71.** Unlawful. Defendant's labeling, advertising, and sale of the Products is
6 unlawful because it violates, among other provisions:
7

- 8 a. 21 U.S.C. § 343(a)(1), which deems a food misbranded if its labeling is false
9 or misleading in any particular;
 - 10 b. 21 C.F.R. § 101.4(a)(1), which requires that ingredients be declared by their
11 common or usual name in descending order of predominance by weight;
 - 12 c. 21 C.F.R. § 101.4(b)(14), which requires that, where fat or oil is a
13 predominant ingredient of a food, the specific oil or oils actually present be
14 accurately and specifically declared, and which forecloses generic or
15 alternative designations;
 - 16 d. California's Sherman Food, Drug, and Cosmetic Law, Cal. Health & Safety
17 Code § 109875, et seq., including § 110660 (food is misbranded if its
18 labeling is false or misleading in any particular), § 110665 (adopting the
19 federal labeling requirements as state law), and §§ 110760 and 110765
20 (prohibiting the manufacture, sale, or delivery of misbranded food);
 - 21 e. the CLRA and the FAL, as alleged in Counts I and III; and
 - 22 f. Cal. Civ. Code §§ 1572, 1709, and 1710.
- 23
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1 **72.** Each of the foregoing supplies an independent predicate for liability under the
2 unlawful prong.

3
4 **73.** Unfair. Defendant’s conduct is unfair under each of the tests California courts
5 apply. The injury to consumers — payment of a substantial premium for an ingredient
6 that is not present as represented — is substantial. It is not outweighed by any
7 countervailing benefit to consumers or to competition; to the contrary, it disadvantages
8 the competitors that source and pay for authentic avocado oil and honestly label their
9 products. And it is not an injury that consumers could reasonably have avoided, because
10 the substitution cannot be detected at the point of sale, in ordinary use, or by taste,
11 appearance, or price. Defendant’s conduct further offends the public policy embodied in
12 the federal and California food-labeling provisions cited above, and is immoral,
13 unethical, oppressive, and unscrupulous.

14
15 **74.** Fraudulent. Defendant’s “100% pure avocado oil” representations were likely
16 to deceive, and did deceive, reasonable members of the consuming public. The
17 representation appears on the front of the package, is corroborated by the ingredient
18 statement, and is reinforced across Defendant’s website and purity marketing. Nothing on
19 the label, and nothing in Defendant’s marketing, would alert a reasonable consumer that
20 the Products’ oil fraction is inconsistent with authentic avocado oil.

21
22 **75.** Plaintiff and the Class suffered injury in fact and lost money or property as a
23 result of Defendant’s unfair competition, and have standing under Cal. Bus. & Prof. Code
24 § 17204.

76. Defendant's conduct is continuing. Plaintiff would purchase the Products again if she could be assured that the "100% pure avocado oil" representation were true, but she has no means of determining on her own whether that representation has become true, and she therefore remains subject to an ongoing injury that only injunctive relief can redress.

77. As a direct and proximate result of Defendant's violations of the UCL, Plaintiff and the Class lost money or property and are entitled to restitution, injunctive relief, and all other relief available under Cal. Bus. & Prof. Code § 17203.

78. Plaintiff pleads this Count, and the equitable relief sought under it, in the alternative to any legal remedy that may prove available. Plaintiff lacks an adequate remedy at law because the legal remedies potentially available are not equally prompt, certain, complete, or efficient; because the standard governing restitution differs from the standard governing damages, such that the Court may award restitution even if Plaintiff does not adduce evidence sufficient to support an award of damages; and because a damages award measured at less than the full premium would leave Plaintiff and the Class without the parity in purchasing power to which they are entitled.

COUNT III

Violation of the False Advertising Law, Cal. Bus. & Prof. Code § 17500, et seq.

(On Behalf of the Nationwide Class and, in the Alternative, the California Subclass)

79. Plaintiff incorporates each preceding paragraph.

1 **80.** The FAL makes it unlawful for any person, with intent to dispose of property,
2 to make or disseminate or cause to be made or disseminated before the public in this
3 state, in any advertising device or in any other manner or means whatever, including over
4 the Internet, any statement concerning that property which is untrue or misleading, and
5 which is known, or which by the exercise of reasonable care should be known, to be
6 untrue or misleading. Cal. Bus. & Prof. Code § 17500.
7

8
9 **81.** Defendant made and disseminated, and caused to be made and disseminated,
10 statements concerning the Products — on the Products’ packaging and labeling, on its
11 website, in retail and e-commerce product listings, and throughout its “Commitment to
12 Purity” marketing — representing that the Products are made with 100% pure avocado
13 oil, that they are free of soy and canola oils, and that Defendant tests every batch of its oil
14 to verify that purity.
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18 **82.** Those statements were untrue or misleading. The oil fraction of every lot of
19 every Product tested was compositionally inconsistent with authentic avocado oil,
20 deviating from the Codex Standard ranges on eleven markers simultaneously and
21 exhibiting the fatty acid and sterol signature the Study identified as diagnostic of
22 substitution or dilution with cheaper seed oils.
23
24

25 **83.** Defendant knew, or by the exercise of reasonable care should have known, that
26 its representations were untrue or misleading. Defendant’s knowledge or constructive
27 knowledge is established by, among other things: the published scientific literature
28 documenting avocado-oil adulteration, including the 2020 UC Davis study that

1 Defendant itself publicized and the 2022 research identifying cis-vaccenic acid as a
2 marker of seed-oil adulteration; Defendant's supplier-qualification and quality-assurance
3 responsibilities as the brand owner and the label declarant within the meaning of 21
4 C.F.R. § 101.5; and the analytical testing capability available to, and by Defendant's own
5 account employed by, a manufacturer of Defendant's scale and sophistication.
6
7

8 **84.** Defendant's representation that it tests every batch of its oil using fatty-acid-
9 profile analysis is of particular significance. Either Defendant performed the batch testing
10 it advertises, in which case it possessed fatty-acid data disclosing the very deviations the
11 Study later measured, or it did not perform that testing, in which case its representation
12 that it did was itself false. On either account, Defendant cannot claim ignorance of the
13 composition of the oil it sold.
14
15

16 **85.** Plaintiff and the members of the Class relied on Defendant's statements,
17 purchased the Products, and lost money as a result. They are entitled to restitution and
18 injunctive relief under Cal. Bus. & Prof. Code § 17535.
19
20

21 **86.** Plaintiff lacks an adequate remedy at law to redress the conduct at issue. The
22 legal remedies available to Class members are inadequate because they are not equally
23 prompt, certain, complete, or otherwise efficient as equitable relief. Damages are not
24 equally certain as restitution, because the standard governing restitution differs from the
25 standard governing damages; the Court may therefore award restitution even if it
26 determines that Plaintiff has not adduced evidence sufficient to support an award of
27 damages.
28

1 **87.** Equitable relief is also appropriate because Plaintiff may lack an adequate
2 remedy at law if damages arising from the purchase of the Products are determined to be
3 an amount less than the premium price paid. Without compensation for the full premium,
4 Plaintiff and the Class would be left without the parity in purchasing power to which they
5 are entitled. Plaintiff pleads this Count in the alternative to any claim for legal damages.
6
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9 **COUNT IV**

10 **Violation of the Iowa Private Right of Action for Consumer Frauds Act,**
11 **Iowa Code ch. 714H**

12 *(On Behalf of Plaintiff Individually, and in the Alternative to Counts I–III)*

13 **88.** Plaintiff incorporates each preceding paragraph.

14 **89.** Plaintiff Corell brings this Count individually under Iowa’s Private Right of
15 Action for Consumer Frauds Act, Iowa Code ch. 714H (the “Iowa CFA”). This Count is
16 pleaded in addition to, and in the alternative to, Counts I through III, to the extent
17 California law is held not to govern the claims of Class members who purchased the
18 Products outside California.
19
20

21 **90.** Iowa Code § 714H.7 provides that a class action alleging a violation of ch.
22 714H shall not be filed with a court unless the Iowa Attorney General has approved the
23 filing, and that the Attorney General shall approve the filing unless the Attorney General
24 determines the lawsuit to be frivolous. Plaintiff’s counsel has submitted a written request
25 for such approval to the Consumer Protection Division of the Office of the Attorney
26 General of Iowa, together with a copy of this pleading. Plaintiff accordingly asserts this
27
28

Count on her own behalf pending that determination, and will seek leave to amend to assert it on behalf of the Iowa Subclass upon issuance of the Attorney General's approval. Plaintiff will further provide the Attorney General with a copy of this Complaint, and with a copy of any final judgment entered in this action, as required by Iowa Code § 714H.6(1).

91. Plaintiff is a “consumer” within the meaning of Iowa Code § 714H.2(3), being a natural person. Defendant is a “person” within the meaning of § 714H.2(7). The Products are “consumer merchandise” within the meaning of § 714H.2(4), in that they are merchandise offered for sale and sold primarily for personal, family, or household purposes, and each purchase of a Product was a “sale” within the meaning of § 714H.2(8).

92. Defendant's representation that the Products are “Made with 100% Pure Avocado Oil,” its declaration of avocado oil as the Products' sole or predominant oil in the ingredient statement, and its related representations of purity and batch testing constitute “deception” within the meaning of Iowa Code § 714H.2(5), because each is an act or practice likely to mislead a substantial number of consumers as to a material fact — namely, the identity and authenticity of the oil actually present in the Products. That same conduct constitutes an “unfair practice” within the meaning of § 714H.2(9).

93. Defendant violated Iowa Code § 714H.3(1) by engaging in practices and acts that Defendant knew or reasonably should have known constituted an unfair practice, deception, misrepresentation, and the concealment, suppression, or omission of a material

1 fact, with the intent that consumers rely upon them, in connection with the advertisement
2 and sale of consumer merchandise.
3

4 **94.** The materiality element of Iowa Code § 714H.3(1) is satisfied. Whether the oil
5 in a food product is the oil that the label names — rather than a cheaper oil substituted for
6 or blended into it — is material to reasonable consumers, and Defendant’s own marketing
7 confirms as much: Defendant makes purity its central claim, distinguishes its Products
8 from competing products it describes as not 100% pure, and charges a substantial
9 premium on the strength of that distinction.
10
11

12 **95.** Defendant knew or reasonably should have known that its representations were
13 deceptive. Defendant publicized the 2020 UC Davis findings that a substantial majority
14 of bottled avocado oils sold in the United States were oxidized or adulterated, and used
15 its own favorable result in that testing as a centerpiece of its purity marketing; Defendant
16 was therefore on notice, better than nearly any other manufacturer, that avocado-oil
17 adulteration was a documented and ongoing industry problem. Defendant also holds itself
18 out as testing every batch of its oil by fatty-acid-profile analysis for the express purpose
19 of confirming purity. As the brand owner, the entity that specifies the Products’
20 formulation, and the label declarant under 21 C.F.R. § 101.5, Defendant had both the
21 means and the obligation to verify the authenticity of the oil it declared on its labels.
22
23

24 **96.** Defendant acted with the intent that consumers rely upon its representations.
25 The purity representations appear on the principal display panel of each Product, are
26 corroborated by the mandatory ingredient statement, and are amplified throughout
27
28

1 Defendant's website, marketing, and retail listings. They serve no purpose other than to
2 induce consumers to purchase the Products, and to do so at a premium.
3

4 **97.** Plaintiff suffered an ascertainable loss of money within the meaning of Iowa
5 Code § 714H.5(1) — the price premium paid for Products represented to be made with
6 100% pure avocado oil but whose oil fraction was compositionally inconsistent with
7 authentic avocado oil. Plaintiff is accordingly entitled to actual damages under §
8 714H.5(1), to such equitable relief, including temporary and permanent injunctive relief,
9 as is necessary to protect the public from further violations under § 714H.5(1), and to the
10 costs of this action and reasonable attorney fees under § 714H.5(2).
11
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14 **98.** Defendant's violations constitute willful and wanton disregard for the rights of
15 Plaintiff within the meaning of Iowa Code § 714H.5(4). Defendant represented that it
16 tests every batch of its oil precisely to confirm purity, and publicized independent UC
17 Davis testing as validation of that purity, while selling Products whose oil fraction
18 deviated from the Codex Standard ranges on eleven markers simultaneously — in every
19 one of eight independently purchased lots, across four different Products and two
20 different product categories. Plaintiff is therefore entitled to statutory damages of up to
21 three times actual damages under § 714H.5(4).
22
23
24

25 **99.** No exclusion set out in Iowa Code § 714H.4 applies. Defendant is not among
26 the licensed or registered persons described in § 714H.4(1)(a); it is not a retailer
27 disseminating a supplier-prepared advertisement within § 714H.4(1)(b); it is not a
28 publisher or broadcaster within § 714H.4(1)(c); and its conduct is not required or

1 permitted by any statute, rule, or order administered by a federal, state, or local agency
2 within § 714H.4(1)(f) through (h) — to the contrary, the conduct alleged violates the
3 federal and California food-labeling requirements cited above.
4

5 **100.** The bona fide error defense of Iowa Code § 714H.5(7) is unavailable to
6 Defendant. The deviations measured in the Products were not isolated, random, or error-
7 like: they were concordant in direction and magnitude across both the fatty acid and the
8 sterol profiles, and were replicated in every independently purchased production lot of
9 every tested Product, spanning two distinct manufacturing processes. That pattern reflects
10 a sourcing, specification, or formulation practice rather than an inadvertent error.
11 Moreover, by Defendant's own account it maintained batch-level fatty-acid testing
12 procedures; either those procedures were not in fact maintained, or they detected the
13 deviations and Defendant sold the Products anyway.
14
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18 **101.** This Count is timely under Iowa Code § 714H.5(5). Plaintiff purchased the
19 Products within the limitations period, and in any event the limitations period runs from
20 the discovery of the violation, which could not have occurred before the UC Davis Study
21 was published in July 2026. Neither Plaintiff could have discovered the substitution
22 earlier through reasonable diligence, because detecting it requires solvent extraction of
23 the lipid fraction and gas-chromatographic analysis against international reference
24 standards, and because Defendant's affirmative representations of purity and batch
25 testing concealed the true composition of the Products.
26
27
28

COUNT V

Breach of Express Warranty

(On Behalf of the Nationwide Class, or Alternatively the Subclasses)

102. Plaintiff incorporates each preceding paragraph.

103. Defendant is a merchant with respect to goods of the kind at issue, and at all relevant times formulated, specified, sourced, labeled, marketed, distributed, and sold the Products, whether directly or through contract manufacturers and co-packers acting at its direction and under its specifications.

104. Defendant's representation on each Product's principal display panel that the Product is "Made with 100% Pure Avocado Oil," together with its declaration of avocado oil as the Product's sole or predominant oil in the mandatory ingredient statement, are affirmations of fact and descriptions of the goods that became part of the basis of the bargain and created an express warranty that the Products would conform to those affirmations and descriptions. See Cal. Com. Code § 2313; Iowa Code § 554.2313; U.C.C. § 2-313 as adopted in the several states.

105. The Products did not conform to those affirmations and descriptions. Their lipid fraction is compositionally inconsistent with authentic avocado oil and instead reflects substitution or dilution with undisclosed seed oils. Defendant thereby breached its express warranty.

106. Privity does not bar this claim. Defendant made the warranty directly to consumers on the package itself and in its consumer-facing advertising, Defendant is the

1 brand owner and the label declarant under 21 C.F.R. § 101.5, and Plaintiff and the Class
2 are the intended beneficiaries of Defendant's arrangements with the retailers through
3 which the Products are sold. To the extent privity is required under the law of any state
4 for any Subclass, it is satisfied or excused because the warranty was made on the label
5 that accompanied the goods into the hands of the ultimate purchaser.
6
7

8 **107.** Pre-suit notice of breach was not required because it would have been futile
9 and because Defendant had actual or constructive knowledge of the nonconformity
10 through its own quality-control and supplier-verification processes, its advertised batch
11 testing, and the widely publicized UC Davis Study. To the extent notice is required and
12 has not already been satisfied, the pre-suit correspondence served by Plaintiff's counsel
13 and this Complaint constitute notice. See Cal. Com. Code § 2607(3)(a); Iowa Code §
14 554.2607(3)(a).
15
16
17

18 **108.** As a direct and proximate result of Defendant's breach, Plaintiff and the Class
19 did not receive the benefit of their bargain and suffered damages measured by the
20 purchase price or, alternatively, by the difference in value between the Products as
21 warranted and the Products as actually sold.
22
23

24 **COUNT VI**

25 **Unjust Enrichment**

26 *(Pleaded in the Alternative, on Behalf of the Nationwide Class)*

27 **109.** Plaintiff incorporates each preceding paragraph and pleads this Count in the
28 alternative, to the extent an adequate remedy at law is found not to exist.

110. Plaintiff and the members of the Class conferred a benefit on Defendant in the form of the purchase price of the Products, including the premium attributable to Defendant's representation that the Products are made with 100% pure avocado oil.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Nationwide Class and Subclasses, respectfully requests that the Court:

- Certify this action as a class action, appoint Plaintiff as Class Representative, and appoint Plaintiff's counsel as Class Counsel;

- Enter judgment against Defendant on each cause of action alleged herein;
- Award compensatory damages, restitution, and/or disgorgement in an amount to be determined at trial;
- Award punitive and statutory damages to the extent permitted by law, including statutory damages of up to three times actual damages under Iowa Code § 714H.5(4);
- Enter an order enjoining Defendant from representing that the Products are made with 100% pure avocado oil unless and until that representation is true, and requiring independent, periodic authenticity testing of the Products' oil fraction;
- Award pre- and post-judgment interest as allowed by law;
- Award Plaintiff's reasonable attorneys' fees, expenses, and costs as permitted by law, including under Cal. Civ. Code § 1780(e) and Iowa Code § 714H.5(2); and
- Grant such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: September 25, 2026

EAGAN LAW CORPORATION

By: /s/ Todd S. Eagan
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25 *Class*

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27
28

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

ANGELA CORELL

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

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

Todd S. Eagan, EAGAN LAW CORPORATION, 401
Wilshire Blvd., 12th Fl., Santa Monica, CA 90401, (310)

DEFENDANTS

CHOSEN FOODS LLC

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

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

Attorneys (If Known)

'26CV5531 RBM SBC

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

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

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

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

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☒ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC 1332(d)

Brief description of cause:
Putative class action alleging deceptive marketing of avocado oil-containing products

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5000000
CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Hon. Dana M. Sabraw

DOCKET NUMBER 3:26-cv-04606-DMS-BJW

DATE

SIGNATURE OF ATTORNEY OF RECORD

Sep 25, 2026

s/ Todd S. Eagan

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE