

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

RONALD PANTOL, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

THE HAIN CELESTIAL GROUP, INC. d/b/a
SENSIBLE PORTIONS,

Defendant.

Civil Action No.: 2:26-cv-5285

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Ronald Pantol (“Plaintiff”), on behalf of himself and all others similarly situated, brings this class action against Defendant The Hain Celestial Group, Inc., d/b/a Sensible Portions (“Hain” or “Defendant”), based on Hain’s false and deceptive advertising and labeling of its avocado oil chip product. Plaintiff makes the following allegations based on the investigation of his counsel, and on information and belief, except as to allegations pertaining to Plaintiff individually, which are based on personal knowledge.

NATURE OF THE ACTION

1. This is a class action lawsuit concerning Defendant’s false and misleading labeling and marketing on its Sensible Portions Sea Salt Garden Veggie Straws Made with Avocado Oil (the Product) manufactured, sold, and produced by Defendant, which prominently and unequivocally represent it is “MADE WITH AVOCADO OIL” (the “Avocado Oil Representation”).

2. The Avocado Oil Representation appears on the front of every package of the Product. The Avocado Oil Representation is reinforced by the ingredient statement on the back

label the Product, which states “Avocado Oil” as the only oil in the Product and declares no other oil.

3. Based on the Avocado Oil Representation, reasonable consumers are misled to believe that the oil used to make the Product is avocado oil, and that the Product is not made with other, cheaper oils. However, unbeknownst to consumers, the Product is not made with avocado oil.

4. Peer-reviewed scientific testing conducted by food scientists at the University of California, Davis (“UC Davis”)—published in July 2026 in the journal *Applied Food Research*—extracted the oil from the Product and analyzed its fatty acid and sterol composition against the internationally recognized compositional standards for authentic avocado oil codified in the Codex Alimentarius. The UC Davis researchers tested two separate production lots of the Product and analyzed each lot in duplicate. Every sample of the Product was classified as compositionally inconsistent with authentic avocado oil. Instead, the oil recovered from the Product bore the compositional signature of cheap, refined vegetable (seed) oils. The consistent absence of avocado oil and presence of cheap oils in the tested Product reveals a widespread issue in Defendant’s manufacturing processes. Because the Product at issue claims to be made with avocado oil, the avocado oil substitution and/or dilution with cheap oils occurred at Defendant’s manufacturing facilities, and the absence of avocado oil affects all batches and lots of Defendant’s Product, including Plaintiff’s purchases.

5. Avocado oil is a premium ingredient, and consumers pay a premium for products made with it. Plaintiff and Class members paid that premium for the Product. Had they known the truth—that the Product is not made with avocado oil, or that the Product contains other,

cheap, refined seed oils—they would not have purchased the Product, or would have paid substantially less for it.

6. Accordingly, Plaintiff brings claims individually and on behalf of similarly situated purchasers of Defendant’s Product for violations of (i) New York’s General Business Law (“GBL”) § 349; (ii) New York’s General Business Law § 350; (iii) intentional misrepresentation; (iv) breach of express warranty; (v) breach of implied warranty; and (vi) unjust enrichment.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A), as modified by the Class Action Fairness Act of 2005 (“CAFA”), because there are more than 100 Class Members, the aggregate claims of all members of the proposed Classes exceed \$5,000,000.00, exclusive of interest and costs, and at least one Class Member is a citizen of a state different from Defendant.

8. This Court has specific personal jurisdiction over Defendant because Defendant purposefully availed itself of the benefits of this District by selling the Product to consumers in New York, including selling the Product to Plaintiff while in New York. In addition, a substantial portion of the events giving rise to Plaintiff’s claims occurred in this District.

9. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial portion of the acts and events giving rise to the claims occurred in this District and Plaintiff resides in this District.

PARTIES

Plaintiff

10. Plaintiff Ronald Pantol is a citizen and resident of the United States and the State of New York. He currently resides in Center Moriches, New York.

11. Plaintiff Pantol has purchased Defendant's Product on various occasions during the class period, and as recently as during the week of August 17, 2026. He purchased Defendant's Product in person at a Walmart Supercenter in Yaphank, New York.

12. Plaintiff Pantol purchased the Product specifically because it was advertised as being made with avocado oil. He saw and read the words "MADE WITH AVOCADO OIL" on the front of the packages before buying it, and he reviewed the ingredient statements, which listed avocado oil as the only oil in the Product. Plaintiff Pantol reasonably believed, based on the Avocado Oil Representation, that the oil used to make the Product was avocado oil, and did not believe that the Product contained any other oils.

13. Plaintiff Pantol believes avocado oil is healthier than other oils, and for that reason, he purchased the Product because it was represented as being made with avocado oil rather than with the refined seed oils used in conventional snack foods. The Avocado Oil Representation was material to, and a substantial factor in, his decision to purchase the Product.

14. Plaintiff Pantol relied on the Avocado Oil Representation, meaning he took it into consideration when making his decision to purchase the Product, and he would not have purchased the Product, or would have paid less for it, had he known the Product was either substituted or diluted with other oils. Thus, Plaintiff Pantol has suffered injury in fact and lost money as a result of Defendant's misleading, false, unfair, and deceptive practices, as alleged herein.

15. Plaintiff Pantol will be unable to rely on the Product's Avocado Oil Representation in the future, as he will be unable to determine the true composition of the oil in the Product absent scientific testing, and so will be unable to purchase the Product in the future, although he would like to. Plaintiff Pantol remains interested in purchasing snack products that are made with avocado oil, intends to purchase them in the future, and would consider purchasing the Product in the future if Defendant ensured that the Avocado Oil Representation was accurate and truthful.

Defendant

16. Defendant, The Hain Celestial Group, Inc., doing business as Sensible Portions, is a Delaware corporation with its headquarters in Hoboken, New Jersey.

17. Hain manufactures, markets, and distributes the Product, among other products, throughout the United States, including in New York. At all times relevant to this Complaint, Defendant has advertised, marketed, distributed, or sold the Product to consumers throughout the United States and New York, including in this District.

FACTUAL ALLEGATIONS

A. Defendant's Product

18. On June 15, 2010, Defendant acquired the Sensible Portions brand as a step to "[e]xpand[] [h]ealthy [s]nack [o]fferings."¹

19. Defendant describes its Sensible Portions brand as a "leading natural snack brand, delivering a smart and wholesome snacking experience[.]"² Defendant also purports that its

¹ HAIN CELESTIAL, *Hain Celestial Closes on Sensible Portions(R) Brand Acquisition*, <https://ir.hain.com/news-releases/news-release-details/hain-celestial-closes-sensible-portionsr-brand-acquisition>.

² HAIN CELESTIAL, <https://ir.hain.com/news-releases/news-release-details/sensible-portionsr-stacks-its-veggie-chips>.

Garden Veggie Snacks in particular, are a “snack that [is] not only delicious but also better-for-you.”³

20. Defendant’s Product is positioned to appeal to consumers who seek out premium ingredients and who deliberately avoid the refined vegetable and seed oils used in conventional snack foods. Defendant knows that consumers care about, and rely on, the claims that it makes about the ingredients in its Product—and in particular about the oil used to make them.

21. Defendant is directly involved in the manufacturing, sale, and distribution of the Product, and is responsible for the advertising, marketing, trade dress, and packaging of the Product. Defendant developed, marketed, and sold the Product during the class period. Defendant is also directly responsible for ensuring that its Product’s oil content conforms to the advertised claims. Thus, Defendant’s failure to ensure at its manufacturing facilities that its Product actually contained avocado oil, or was exclusively made with avocado oil, affects all batches and lots of Defendant’s Product.

22. Defendant has labeled, advertised, distributed, and sold the Product throughout the United States, including in New York, during the statute of limitations period. The Product is sold at national and regional grocery retailers—including, among others, Whole Foods Market, Sprouts Farmers Market, Wegmans, Target, Kroger and its banners, Albertsons/Safeway and its banners, Walmart, and Costco.

B. The Avocado Oil Representation Is False and Misleading

23. Defendant’s Product is its Sensible Portions Sea Salt Garden Veggie Straws Made with Avocado Oil.

³ GARDEN VEGGIE SNACKS, *About Us*, <https://gardenveggiesnacks.com/pages/about-us>.

24. The Avocado Oil Representation—“MADE WITH AVOCADO OIL”—is prominently displayed on the front label each package of the Product, as depicted in the following image:



Figure 1

25. The Avocado Oil Representation conveys the unequivocal message that the oil used to make the Product is avocado oil.

26. The oil in the Product is not a trace or incidental ingredient. It is the medium in which the Product is purportedly cooked.

27. The Avocado Oil Representation is reinforced—not qualified—by the back label of each Product. The ingredient statement for the Product lists “AVOCADO OIL” as the only oil in the Product:



INGREDIENTS: STRAWS (POTATO STARCH, POTATO FLOUR, CORN STARCH, CANE SUGAR, SWEET POTATO POWDER, SALT, CALCIUM CHLORIDE, POTASSIUM CHLORIDE, SPINACH POWDER, TOMATO POWDER, BEETROOT POWDER [COLOR], TURMERIC [COLOR], BETA-CAROTENE [COLOR], AVOCADO OIL, SEA SALT.

Figure 2

28. Federal regulations require that each ingredient in a packaged food be declared “by its common or usual name.” 21 C.F.R. § 101.4(a)(1). A reasonable consumer who reads “MADE WITH AVOCADO OIL” on the front of the package, and then finds “AVOCADO OIL”—and only “AVOCADO OIL”—on the ingredient statement, reasonably understands that the only oil in the Product is avocado oil.

29. Unfortunately for Plaintiff and similarly situated consumers, Defendant’s Product is not made with avocado oil. As set forth in detail below, peer-reviewed scientific testing establishes that the oil from the Product is not compositionally consistent with authentic avocado oil, and instead exhibits the compositional profile of cheaper, refined vegetable oils. The Avocado Oil Representation is therefore false and misleading.

C. The Avocado Oil Representation Is Material to Consumers

30. The Avocado Oil Representation is material—*i.e.*, it is important to consumers with respect to their decision to purchase the Product.⁴

31. Avocado oil is well known to be one of the healthiest food oils. For example, studies have indicated that compounds in avocado oil may help protect the liver, lower blood pressure and LDL cholesterol, and reduce osteoarthritis-related joint pain, post-meal blood sugar, and total cholesterol levels.⁵ It is also high in monounsaturated fat, which is considered more heart healthy than saturated fat, while being slightly more stable than the polyunsaturated fats

⁴ For instance, a 6 oz. bag of Sensible Portions Sea Salt Garden Veggie Straws Made with Avocado Oil costs approximately \$3.79, or roughly \$0.63 per ounce. By contrast, an 8 oz. bag of Lay’s Classic Potato Chips, which are made with vegetable oil, costs approximately \$3.99, or \$0.50 per ounce.

⁵ <https://www.healthline.com/nutrition/9-avocado-oil-benefits> (last visited Aug. 13, 2026).

typically found in vegetable oils.⁶ Avocado oil is also in high demand because it has the highest smoke point of all plant-based food oils, and is thus more desirable for high-heat applications such as frying.⁷

32. Each of these qualities, among others, motivates consumers to pay a premium price for products made with avocado oil as compared to products made with other food oils like canola, corn, peanut, safflower, soybean, and sunflower oil.

33. A substantial and growing number of consumers specifically seek to avoid refined vegetable and seed oils in their diets, and choose products made with avocado oil for that reason. For those consumers, a front-of-package claim that a food is “MADE WITH AVOCADO OIL” is not merely a preference—it is the reason the product is purchased at all.

34. Regardless of whether consumers believe that avocado oil is superior to other oils or possesses the qualities described above, the question whether the oil in a food product is the oil that the label says it is—rather than a cheaper oil substituted for it—is material to reasonable consumers. Consumers may be allergic to, or have other reasons for not consuming, certain oils. Consumers of the Product reasonably expect to know what type of oil they are consuming.

35. The UC Davis researchers observed the significance of front-of-package oil claims, noting that “consumers may reasonably interpret front-of-package oil claims as signals of meaningful product differentiation,” and that because all of the products studied “declared only a single edible oil in the ingredient statement and did not disclose blended oil formulations,”

⁶ <https://www.masterclass.com/articles/what-is-avocado-oil-a-guide-to-cooking-with-avocado-oil> (last visited Aug. 13, 2026).

⁷ *Id.*

“consumers would reasonably expect the named oil, particularly when emphasized through front-of-package claims . . . to be the primary lipid source of the product.”⁸

36. Consumers purchased, and continue to purchase, the Product in part because the Avocado Oil Representation conveys the unequivocal message that the Product is made with avocado oil. Plaintiff and Class members would have paid less for the Product, or would not have purchased them at all, if not for the Avocado Oil Representation. Therefore, Plaintiff and Class members have suffered a financial injury in the form of paying a price premium that the Product commands in the market as a result of Defendant’s representation that the Product is made with avocado oil.

D. UC Davis’s Study Establishes That Defendant Has Either Diluted or Substituted the Avocado Oil in the Product—Thus Engaging in Economic Adulteration

37. The study, *Authenticity of avocado and olive oils used as ingredients in commercially processed foods* (the “Study”), conducted by researchers at UC Davis, reported the results of the first systematic study of whether avocado oil and olive oil used as ingredients in commercially processed foods are authentic.⁹

38. The UC Davis researchers selected commercially processed foods in three categories—chips, mayonnaise, and salad dressings—based on “consumer popularity and market availability.”¹⁰ Critically, the researchers included only products that “declared a single oil (e.g.,

⁸ Natalie Lopez-Alvarez, Xueqi Li, Benjamin Vizgordiski & Selina C. Wang, *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>.

⁹ *Id.*

¹⁰ *Id.* at 2.

avocado oil or olive oil) in the ingredient statement and did not list additional edible oils.”¹¹ The Product satisfied that criterion and was included in the Study.

39. The UC Davis researchers analyzed 74 samples, representing 37 distinct commercial products, each of which was collected in two separate production lots. The Product was among the products tested.¹² In the product information accompanying the Study, Defendant’s Sensible Portions Sea Salt Garden Veggie Straws Made with Avocado Oil is identified as Sample Nos. 29 and 30.¹³

40. Samples were purchased in 2025 and 2026 from online sources and retail stores in California and stored unopened in the laboratory until analysis.¹⁴ Two separate lots of the Product were collected and analyzed.¹⁵ The Product was therefore subjected to analyses drawn from two independent production lots.¹⁶

41. Researchers measured both the Product’s fatty acid profile and sterol profile.¹⁷ They classified samples by comparing the measured fatty acid and sterol profiles against the *Codex Alimentarius* Standard for Named Vegetable Oils (CXS 210-1999) and the Standard for Olive Oils and Olive Pomace Oils (CXS 33-1981), which are “intended to encompass expected natural variability” of fatty acid and sterol compositions in oil.¹⁸

¹¹ *Id.*

¹² UC Davis, *Studied Products AFRES*, <https://ucdavis.app.box.com/s/6ogs4l0ogplunooktwryr5b1m6k2xr9u/file/2347698985551?sb=/details>.

¹³ *Id.*

¹⁴ Lopez-Alvarez, *et al.*, *supra* note 8 at 2.

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ *Id.*

42. The Study’s classification criteria were deliberately conservative and generous to the products tested.¹⁹ To account for analytical uncertainty, biological variability, and potential processing influences, the researchers tolerated minor deviations: a deviation limited to a single fatty acid or sterol marker, and “not exceeding 10% beyond established compositional limits,” was not treated as sufficient to classify a sample as inconsistent, and such samples “were therefore considered consistent.”²⁰ A sample was treated as merely “borderline”—and not inconsistent—where no more than two markers marginally exceeded that same 10% allowance without concordant deviations elsewhere. And when a sample was fully consistent in either fatty acids or sterols and borderline in the other, “it was considered consistent with authentic oil.”²¹ Only samples with “multiple deviations or patterns inconsistent with authentic reference profiles” were classified as inconsistent.²²

43. **The Product failed both lots tested.** Researchers classified both lot samples as inconsistent with the composition of avocado oil.²³

44. The Product was not an outlier. Of the 28 avocado oil–labeled chip samples the UC Davis researchers tested, 26—**93%**—were classified as inconsistent with authentic avocado oil. Across all avocado oil–labeled products in the Study, “[e]ighty-nine percent of avocado oil–labeled products exhibited compositional patterns inconsistent with authentic avocado oil.”²⁴

¹⁹ *See id.* at 3.

²⁰ *Id.*

²¹ *Id.*

²² *Id.*

²³ *Supra* note 12.

²⁴ *Id.* at 1, 3.

45. Principal component analysis of the fatty acid and sterol profiles “demonstrated clear separation between samples classified as consistent and inconsistent with their labeled oil claims.”²⁵ “Many avocado oil–labeled samples clustered near” a vegetable-oil comparator sample “containing canola, corn, soybean, and/or sunflower oil, suggesting that the fatty acid profiles of those products are more consistent with polyunsaturated vegetable oil compositions than with authentic avocado oil.”²⁶

46. In short, the oil in the Product is not avocado oil, or at a minimum, not fully avocado oil. It bears the compositional signature of the cheap refined vegetable oils that avocado oil is supposed to replace.

47. The Study reveals a widespread issue in Defendant’s manufacturing processes. Because the avocado oil substitution and/or dilution with cheap oils occurred at Defendant’s manufacturing facilities, the absence of avocado oil and inclusion of cheap oils affects all batches and lots of Defendant’s Product, including Plaintiff’s purchases.

E. The Frying Process Does Not Explain the Compositional Inconsistency

48. The UC Davis researchers anticipated and tested the obvious defense—that the compositional deviations they observed might be an artifact of cooking rather than evidence of what oil went into the Product—and refuted it experimentally.²⁷

49. The researchers prepared model products in the laboratory using retail avocado oils that they employed as reference oils, and whose pre-frying fatty acid and sterol profiles fell within every applicable Codex range.

²⁵ *Id.* at 4.

²⁶ *Id.* at 6.

²⁷ *See id.* at 7.

50. The results were unambiguous. “For avocado oil subjected to frying [], absolute changes in major fatty acids were less than 0.6%.” Cis-vaccenic acid—the key discriminatory marker for avocado oil authenticity—“decreased by only 0.1% following frying in both potato and tortilla chips.” In other words, “[t]hese model product experiments indicate that typical frying and emulsification conditions do not substantially alter oil authenticity markers.”

51. The magnitude of the deviations found in the Product cannot be explained by frying, by processing, or by natural variation. It is explained by the fact that the Product is not made with avocado oil.

F. Defendant Knew or Should Have Known the Avocado Oil Representation Was False

52. Defendant knows, or reasonably should know, that its labeling of the Product is misleading to consumers.

53. Adulteration of avocado oil has been publicly and repeatedly documented since at least 2020, when UC Davis researchers published the first report on the quality and purity of avocado oil sold in the United States and found that the majority of the samples tested were adulterated or of substandard quality.²⁸ A follow-up study published in 2023 found that approximately 70% of private-label avocado oils tested were “rancid or mixed with other oils.”²⁹

54. Defendant is a sophisticated food manufacturer that sources, formulates, and markets the Product, and that since January 2025 has been a wholly owned subsidiary of one of the largest food and beverage companies in the world. Defendant is aware of industry studies and

²⁸ Hilary S. Green & Selina C. Wang, *First report on quality and purity evaluations of avocado oil sold in the US*, <https://www.sciencedirect.com/science/article/pii/S0956713520302449>.

²⁹ Tiffany Dobbyn, *Nearly 70% of Private Label Avocado Oil Rancid or Mixed With Other Oils*, <https://www.ucdavis.edu/food/news/70%25-private-label-avocado-oil-rancid-or-mixed-other-oils>; Hilary S. Green & Selina C. Wang, *Purity and quality of private labelled avocado oil*, <https://www.sciencedirect.com/science/article/pii/S0956713523002372>.

trends, and is aware of the well-documented problem of adulteration in the avocado oil supply chain. Thus, Defendant knew or should have known that the Product does not contain avocado oil or is diluted with other cheaper oils.

FED. R. CIV. P. 9(b) ALLEGATIONS

55. Rule 9(b) of the Federal Rules of Civil Procedure provides that “[i]n alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake. Malice, intent, knowledge, and other conditions of a person’s mind may be alleged generally.” To the extent necessary, as detailed in the paragraphs above and below, Plaintiff has satisfied the requirements of Rule 9(b) by establishing the following elements with sufficient particularity:

56. **WHO:** Defendant The Hain Celestial Group, Inc. d/b/a Sensible Portions.

57. **WHAT:** Defendant’s conduct was deceptive because it deceived consumers into believing that the Product was made with avocado oil and that avocado oil was the only oil used to make the Product. Defendant failed to accurately label the Product with an accurate statement of what kind of oils were used to make it. Defendant knew or should have known, as the manufacturer and marketer of the Product with superior knowledge of the composition of its Product, that this information is material to reasonable consumers. Yet Defendant misrepresented on the labeling of its Product that it contained avocado oil and/or was exclusively made with avocado oil and failed to ensure the Product in fact was made with avocado oil and/or exclusively made with avocado oil like Defendant warranted. Defendant knew or should have known that the Product was not made with avocado oil and/or was not exclusively made with avocado oil as labeled because Defendant is the manufacturer of the Product and has quality

control testing protocols in place that should have alerted Defendant to the nature of the Product's actual oil content.

58. **WHEN:** Defendant engaged in this deceptive conduct continuously throughout the applicable statutory periods, including at the point of sale. Defendant's false and misleading Avocado Oil Representation was printed on the Product's front label and online sales pages for consumers to view and rely on.

59. **WHERE:** Defendant's misrepresentation was made on the Product's front packaging and on the back of the package's ingredients list and was thus viewed by every purchaser, including Plaintiff, at the point of sale in every transaction. The Product is sold online and in brick-and-mortar stores nationwide, including in New York. Because all packages of the Product at issue claim to be made with avocado oil, Defendant's dilution or substitution of avocado oil with other oils occurred in Defendant's manufacturing facilities and thus affected all production of the Product, including Plaintiff's purchases.

60. **HOW:** Defendant misrepresented on the Product's front packaging that it was made with avocado oil when independent testing revealed that they contain oils different than the avocado oil represented. And as discussed in detail throughout the Complaint, Plaintiff and Class Members read and relied on Defendant's misrepresentation regarding the avocado oil content before purchasing the Product and in choosing to purchase the Product.

61. **WHY:** Defendant misrepresented the avocado oil content of its Product. This representation was material in that it induced consumers like Plaintiff to purchase the Product for its purported nutritional benefit while charging consumers a price premium. Accordingly, due to the representation, Plaintiff and Class Members paid a price premium for the Product that they

would not have, or would have paid substantially less for, had the Product not been diluted or substituted with oils other than avocado oil contrary to Defendant's express representation.

62. **INJURY:** Plaintiff and Class Members were injured by Defendant's conduct in that they would not have purchased Defendant's Product, or would not have purchased it on the same terms, had they known that Defendant's Product did not contain avocado oil and/or did not exclusively contain avocado oil like Defendant expressly represented on the packaging.

CLASS ALLEGATIONS

63. 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 (the "Nationwide Class" and the "New York Subclass," collectively the "Classes"):

64. **Nationwide Class:** All natural persons who purchased the Product in the United States within the applicable statute of limitations period.

65. **New York Subclass:** All natural persons who purchased the Product in the State of New York within the applicable statute of limitations period.

66. Excluded from the Classes are the following individuals and/or entities: Defendant and its parents, subsidiaries, affiliates, officers and directors, current or former employees, and any entity in which Defendant has a controlling interest; all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; the Judge and/or Magistrate Judge to whom this action is assigned and any member of such Judges' staff and immediate families; and Plaintiff's counsel and Defendant's counsel.

67. Pursuant to Fed. R. Civ. P. 23(c)(1)(C), each of the above class definitions is a placeholder that may be altered or amended at any time before final judgment. As a result of additional information obtained through further investigation and discovery, the above-described

Classes may be modified or narrowed as appropriate before the Court determines whether class certification is appropriate.

68. ***Numerosity.*** The proposed Classes are so numerous that joinder of all members would be impracticable. The Product is sold throughout the State of New York and the United States. The number of individuals who purchased the Product during the relevant time period is at least in the hundreds of thousands. Accordingly, Class members are so numerous that their individual joinder herein is impracticable. While the precise number of Class members and their identities are unknown to Plaintiff at this time, these Class members are identifiable and ascertainable.

69. ***Existence and Predominance of Common Questions of Law and Fact.*** There are questions of law and fact common to the proposed Classes that will drive the resolution of this action and will predominate over questions affecting only individual Class members. These questions include, but are not limited to, the following:

- a. Whether Defendant misrepresented material facts and/or failed to disclose material facts in connection with the packaging, marketing, distribution, and sale of the Product;
- b. Whether the oil used to make the Product is avocado oil;
- c. Whether Defendant's use of the challenged packaging, *i.e.*, the Avocado Oil Representation, constituted false or deceptive advertising;
- d. Whether Defendant engaged in unfair, unlawful, and/or fraudulent business practices;
- e. Whether Defendant's unlawful conduct, as alleged herein, was intentional and knowing;

- f. Whether the Product commanded a price premium as a result of the Avocado Oil Representation, and if so, in what amount;
- g. Whether Plaintiff and the Classes are entitled to damages and/or restitution, and if so, in what amount;
- h. Whether Plaintiff and the Classes are entitled to injunctive relief;
- i. Whether Plaintiff and the Classes are entitled to statutory or punitive damages, and if so, in what amount; and
- j. Whether Plaintiff and the Classes are entitled to an award of reasonable attorneys' fees, interest, and costs of suit.

70. Defendant has engaged in a common course of conduct giving rise to violations of the legal rights sought to be enforced uniformly by Plaintiff on behalf of the proposed Classes. Similar or identical statutory and common law violations, business practices, and injuries are involved. The injuries sustained by members of the proposed Classes flow, in each instance, from a common nucleus of operative fact—namely, Defendant's deceptive packaging and advertising of the Product. Each instance of harm suffered by Plaintiff and Class members has directly resulted from a single course of unlawful conduct. Each Class member has been exposed to the same deceptive practice, as the packaging of the Product (a) bears the same material Avocado Oil Representation, and (b) the Product does not meet this representation of fact. Therefore, individual questions, if any, pale in comparison to the numerous common questions presented in this action.

71. **Typicality.** Plaintiff's claims are typical of those of the proposed Classes, as all members of the proposed Classes are similarly affected by Defendant's uniform unlawful conduct as alleged herein. Plaintiff and members of the Classes purchased the Product, which is

not made with avocado oil, in reliance on the representation and warranty described above, and suffered a loss as a result of those purchases.

72. ***Adequacy.*** Plaintiff will fairly and adequately protect the interests of the proposed Classes, as his interests do not conflict with the interests of the members of the proposed Classes he seeks to represent, and he has retained counsel competent and experienced in similar class action litigation. The interests of the members of the Classes will be fairly and adequately protected by Plaintiff and his counsel.

73. ***Superiority.*** Because of the relatively small individual stakes at issue for each individual Class member, no Class member could afford to seek legal redress on an individual basis. Furthermore, individualized litigation increases the delay and expense to all parties and multiplies the burden on the judicial system presented by the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. A class action is superior to any alternative means of prosecution.

74. Defendant has also acted, or failed to act, on grounds generally applicable to Plaintiff and the proposed Classes, supporting the imposition of uniform relief to ensure compatible standards of conduct toward the members of the Classes. Class certification is appropriate under Fed. R. Civ. P. 23(b)(2) because Defendant has acted on grounds generally applicable to the Classes, making final injunctive and declaratory relief appropriate with respect to the Classes as a whole.

CAUSES OF ACTION

COUNT I

Violation of New York's General Business Law § 349 (On Behalf of Plaintiff and the New York Subclass)

75. Plaintiff hereby incorporates by reference and re-alleges herein the allegations contained in all preceding paragraphs of this Complaint.

76. This cause of action is brought pursuant to New York’s Gen. Bus. Law § 349, *et seq.*, on behalf of Plaintiff Pantol and the New York Subclass, who purchased the Product within the applicable statute of limitations against Defendant.

77. New York Gen. Bus. Law § 349, *et seq.* prohibits “[d]eceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in th[e] state.”

78. Defendant, in its advertising and packaging of the Product, made false, misleading, and deceptive representations and/or omissions about the oil used to make the Product, to mislead consumers into believing that the Product is made with avocado oil and/or made exclusively with avocado oil, when it is not.

79. Defendant’s labeling and advertising of the Product led to, and continues to lead to, reasonable consumers, including Plaintiff Pantol, believing that the Product is made with avocado oil and/or made exclusively with avocado oil.

80. Defendant used the Avocado Oil Representation with the intent to sell the Product to consumers, including Plaintiff Pantol and the New York Subclass. The Avocado Oil Representation is false, and Defendant knew or should have known of its falsity. The Avocado Oil Representation is likely to deceive consumers into purchasing the Product because it is material to the average, ordinary, and reasonable consumer. Defendant knew consumers would purchase the Product and/or pay more for it under the false—but reasonable—belief that the Product was made exclusively with avocado oil, when it is not. By placing the words “MADE WITH AVOCADO OIL” prominently on the front of the package, Defendant proves that information about the oil used to make the Product is material to consumers.

81. As a result of its deceptive acts and practices, Defendant has sold thousands of units of the Product to unsuspecting consumers across New York. If Defendant had advertised

the Product truthfully and in a non-misleading fashion, Plaintiff Pantol and New York Subclass members would not have purchased them or would not have paid as much as they did for it.

82. Defendant's deceptive acts and practices are consumer-oriented and have a broad impact on consumers at large. The Product is sold at retail throughout the State of New York—including at Wegmans supermarkets and through Amazon.com, where Plaintiff Pantol purchased it—and the Avocado Oil Representation appears uniformly on the packaging of every unit of the Product sold in New York.

83. Plaintiff Pantol and the New York Subclass reasonably and detrimentally relied on the material and false Avocado Oil Representation in that they purchased the Product.

84. Plaintiff Pantol has standing to pursue this claim because he has suffered an injury-in-fact and has lost money or property as a result of Defendant's deceptive acts and practices. Specifically, Plaintiff Pantol purchased the Product for his own personal use. In doing so, Plaintiff Pantol relied upon Defendant's false, misleading, and deceptive representations that the Product was made exclusively with avocado oil, when it was not. Plaintiff Pantol spent money on the transactions that he otherwise would not have spent had he known the truth about Defendant's advertising claims.

85. Plaintiff Pantol and the New York Subclass have suffered injury in fact and have lost money or property as a result of and in reliance upon Defendant's deceptive advertising—namely, Plaintiff Pantol and the New York Subclass lost the price premium associated with the Product they bought from Defendant.

86. As a direct and proximate result of Defendant's false, misleading, and deceptive representations and/or omissions, Plaintiff Pantol and members of the New York Subclass were harmed in that they: (1) paid money for Product that was not what Defendant represented; (2)

were deprived of the benefit of the bargain because the Product they purchased was different than Defendant advertised; and (3) were deprived of the benefit of the bargain because the Product they purchased had less value than if the Avocado Oil Representation was truthful. Accordingly, Plaintiff Pantol seeks to recover his actual damages or fifty (50) dollars, whichever is greater, three times actual damages, and reasonable attorneys' fees, together with injunctive relief pursuant to N.Y. Gen. Bus. Law § 349(h).

COUNT II
Violation of New York's General Business Law § 350
(On Behalf of Plaintiff and the New York Subclass)

87. Plaintiff hereby incorporates by reference and re-alleges herein the allegations contained in all preceding paragraphs of this Complaint.

88. Plaintiff Pantol brings this claim individually and on behalf of the New York Subclass, who purchased the Product within the applicable statute of limitations against Defendant.

89. The New York False Advertising Law, codified at Gen. Bus. Law § 350, *et seq.*, prohibits advertising, including labeling, that "is misleading in a material respect."

90. Defendant violated § 350 when it advertised and marketed the Product through the unfair, deceptive, untrue, and misleading Avocado Oil Representation disseminated to the public through the Product's labeling, packaging, and advertising. These representations were false because the Product does not conform to them. The representations were material because they are likely to mislead a reasonable consumer into purchasing the Product.

91. In making and disseminating the representations alleged herein, Defendant knew or should have known that the representations were untrue or misleading.

92. Defendant's Avocado Oil Representation was specifically designed to induce reasonable consumers, like Plaintiff Pantol and the New York Subclass, to purchase the Product.

93. Plaintiff Pantol has standing to pursue this claim because he has suffered an injury-in-fact and has lost money or property as a result of Defendant's deceptive acts and practices. Specifically, Plaintiff Pantol purchased the Product for his own personal use. In doing so, Plaintiff Pantol relied upon Defendant's false, misleading, and deceptive representations that the Product was made exclusively with avocado oil, when it was not. Plaintiff Pantol spent money on the transactions that he otherwise would not have spent had he known the truth about Defendant's advertising claims.

94. As a direct and proximate result of Defendant's misconduct, Plaintiff Pantol and members of the New York Subclass were harmed in that they: (1) paid money for Product that was not what Defendant represented; (2) were deprived of the benefit of the bargain because the Product they purchased was different than Defendant advertised; and (3) were deprived of the benefit of the bargain because the Product they purchased had less value than if Defendant's Avocado Oil Representation was truthful. Accordingly, on behalf of himself and members of the New York Subclass, Plaintiff Pantol seeks to recover his actual damages or five hundred (500) dollars per violation, whichever is greater, three times actual damages, and reasonable attorneys' fees, together with injunctive relief pursuant to N.Y. Gen. Bus. Law § 350-e(3).

COUNT III

Intentional Misrepresentation

(On Behalf of Plaintiff, the Nationwide Class, and the New York Subclass)

95. Plaintiff hereby incorporates by reference and re-alleges herein the allegations contained in all preceding paragraphs of this Complaint.

96. Plaintiff brings this claim individually and on behalf of the members of the Nationwide Class and New York Subclass against Defendant.

97. Defendant marketed the Product in a manner indicating that it is made exclusively with avocado oil when it is not. Therefore, Defendant has made misrepresentations about the Product on the Product's packaging.

98. The Avocado Oil Representation is material to a reasonable consumer because it relates to the quality and healthfulness of the Product. A reasonable consumer attaches importance to such representations and is induced to act thereon in making purchasing decisions with respect to the Product.

99. At all relevant times, Defendant knew that the Avocado Oil Representation was misleading. Defendant intends for Plaintiff and other consumers to rely on the Avocado Oil Representation, as evidenced by Defendant intentionally and conspicuously placing it on the packaging of the Product, and by building the Product's advertising around it. In the alternative, Defendant acted recklessly in making the Avocado Oil Representation without regard to the truth.

100. Plaintiff and members of the Classes have reasonably and justifiably relied on Defendant's intentional misrepresentations (*i.e.*, the Avocado Oil Representation) when purchasing the Product, and had the correct facts been known, would not have purchased the Product at the price at which it was sold in the market, or would not have purchased it at all.

101. Therefore, as a direct and proximate result of Defendant's intentional misrepresentations, Plaintiff and members of the Classes have suffered economic losses and other general and specific damages, including but not limited to the amounts paid for the Product, and any interest that would have accrued on those monies, all in an amount to be proven at trial.

COUNT IV
Breach of Express Warranty
Uniform Commercial Code Law § 2-313
(On Behalf of Plaintiff, the Nationwide Class, and the New York Subclass)

102. Plaintiff hereby incorporates by reference and re-alleges herein the allegations contained in all preceding paragraphs of this Complaint.

103. Plaintiff brings this claim individually and on behalf of the members of the Nationwide Class and New York Subclass against Defendant.

104. Defendant, as the manufacturer, marketer, distributor, and/or seller of the Product, has expressly warranted on the Product's packaging that the Product is made with avocado oil, through the Avocado Oil Representation.

105. This representation about the Product is: (a) an affirmation of fact or promise made by Defendant to consumers that the Product is made with avocado oil; (b) became part of the basis of the bargain to purchase the Product when Plaintiff and other consumers relied on the representation; and (c) created an express warranty that the Product would conform to the affirmation of fact or promise. In the alternative, the representation about the Product is a description of goods which was made as part of the basis of the bargain to purchase the Product, and which created an express warranty that the Product would conform to the Product's description.

106. Plaintiff and members of the Classes reasonably and justifiably relied on the foregoing express warranty, believing that the Product did in fact conform to that warranty.

107. Defendant has breached the express warranty made to Plaintiff and the Classes by failing to produce the Product in accordance with the Avocado Oil Representation, as expressly warranted on the packaging. The Product does not conform to the Avocado Oil Representation because it is not made with avocado oil and/or not exclusively made with avocado oil.

108. Plaintiff and members of the Classes paid a premium price for the Product but did not obtain the full value of the Product as represented. As a direct and proximate result of Defendant's breach, Plaintiff and members of the Classes were injured because they: (1) paid money for Product that was not what Defendant represented; (2) were deprived of the benefit of the bargain because the Product they purchased was different than Defendant advertised; and (3) were deprived of the benefit of the bargain because the Product they purchased had less value than Defendant represented. Had Defendant not breached the express warranty by making the false representation alleged herein, Plaintiff and members of the Classes would not have purchased the Product or would not have paid as much as they did for them.

COUNT V

Breach of Implied Warranty of Merchantability Uniform Commercial Code Law § 2-314

(On Behalf of Plaintiff, the Nationwide Class, and the New York Subclass)

109. Plaintiff hereby incorporates by reference and re-alleges herein the allegations contained in all preceding paragraphs of this Complaint.

110. Plaintiff brings this claim individually and on behalf of the members of the Nationwide Class and New York Subclass against Defendant.

111. Defendant is a merchant with respect to the sale of the Product. Therefore, a warranty of merchantability is implied in every contract for the sale of the Product.

112. By advertising the Product with their current packaging, Defendant made an implied promise that the Product is made with avocado oil and/or is made exclusively with avocado oil. The Product does not, however, "conform to the promises . . . made on the container or label" because it is not made with avocado oil and/or not made exclusively with avocado oil. Plaintiff, as well as other consumers, did not receive the goods as impliedly warranted by Defendant to be merchantable.

113. Therefore, the Product is not merchantable under the U.C.C. and Defendant has breached its implied warranty of merchantability with respect to the Product.

114. If Plaintiff and members of the Classes had known that the Product was not made with avocado oil and/or was not exclusively made with avocado oil, they would not have been willing to pay the premium price associated with it, or would not have purchased it at all. Therefore, as a direct and/or indirect result of Defendant's breach, Plaintiff and members of the Classes have suffered injury.

COUNT VI
Unjust Enrichment
(On Behalf of Plaintiff, the Nationwide Class, and the New York Subclass)

115. Plaintiff hereby incorporates by reference and re-alleges herein the allegations contained in all preceding paragraphs of this Complaint.

116. Plaintiff brings this claim on behalf of the Nationwide Class and New York Subclass.

117. To the extent required by the law, this cause of action is alleged in the alternative to legal claims, as permitted under Fed. R. Civ. P. 8(d)(2).

118. As alleged in detail above, Defendant's false and misleading representations caused Plaintiff and the Classes to pay a price premium for the Product.

119. In this way, Defendant received a direct and unjust benefit at the expense of Plaintiff and the Classes.

120. Plaintiff and the Classes seek the equitable return of this unjust benefit.

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 Classes defined above, appointment of Plaintiff as Class representative, and appointment of his counsel as Class counsel;
- (b) A declaration that Defendant's actions, as described herein, violate the laws described herein;
- (c) A finding in favor of Plaintiff and the Classes against Defendant on all counts asserted herein;
- (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 Defendant obtained from Plaintiff and the proposed Classes as a result of its unlawful, unfair, and fraudulent business practices described herein;
- (e) An award of injunctive and other equitable relief as is necessary to protect the interests of Plaintiff and the Classes, including, inter alia, an order prohibiting Defendant from making the Avocado Oil Representation on the Product unless and until the Product is in fact made with avocado oil conforming to the applicable compositional criteria;
- (f) An award of all economic, monetary, actual, consequential, and compensatory damages caused by Defendant's conduct;
- (g) An award of statutory damages and treble damages pursuant to N.Y. Gen. Bus. Law §§ 349(h) and 350-e(3);
- (h) An award of punitive damages, statutory damages, and/or monetary fines, consistent with permissible law and pursuant to only those causes of action so permitted;
- (i) An award of nominal damages;

- (j) An award to Plaintiff and his counsel of reasonable expenses and attorneys' fees;
- (k) An award to Plaintiff and the proposed Classes of pre- and post-judgment interest, to the extent allowable; and
- (l) Such further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

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

Dated: August 27, 2026

Respectfully submitted,

BURSOR & FISHER, P.A.

By: /s/ Neal J. Deckant
Neal J. Deckant

Neal J. Deckant
1990 North California Blvd., 9th Floor
Walnut Creek, CA 94596
Telephone: (925) 300-4455
Facsimile: (925) 407-2700
Email: ndeckant@bursor.com

Attorney for Plaintiff

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

RONALD PANTOL, individually and on behalf of all others similarly situated

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

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

Bursor & Fisher, P.A.; 1990 North California Blvd., 9th Floor
Walnut Creek, CA 94596; (925) 300-4455

DEFENDANTS

THE HAIN CELESTIAL GROUP, INC. d/b/a SENSIBLE PORTIONS

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)

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

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 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 U.S.C. § 1332(d)
Brief description of cause:
false and misleading advertisement

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000 CHECK YES only if demanded in complaint: JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

PART A - CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration

I, Neal J. Deckant, counsel for Ronald Pantol, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- ☒ monetary damages sought are in excess of \$150,000.00 exclusive of interest and costs,
- ☐ the complaint seeks injunctive relief, or
- ☐ the matter is otherwise ineligible for the following reason:

PART B - DISCLOSURE STATEMENT - FEDERAL RULES of CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks. Add an additional page if needed.

N/A

PART C - RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 3 in Section VIII on the front of this form. Rule 3(a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 3(a) provides that "A civil case shall not be deemed "related" to another civil case merely because the civil case involves identical legal issues, or the same parties." Rule 3 further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (b), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

N/A

PART D - NEW YORK EASTERN DISTRICT DIVISION OF BUSINESS RULE 1(d)(3)

If you answer "Yes" to any of the questions below, this case will be designated as a Central Islip case and you **must select Office Code 2**.

1. Is the action being removed from a state court that is located in Nassau or Suffolk County?
2. In actions not involving real property, is the action being brought against United States, its officers or its employees AND the majority of the plaintiffs reside in Nassau or Suffolk County?
3. If you answered "No" to all parts of Questions 1 and 2:
 - a. Did a substantial part of the events or omissions giving rise to claim or claims occur in Nassau or Suffolk County?
 - b. Do the majority of defendants reside in Nassau or Suffolk County?
 - c. Is a substantial amount of any property at issue located in Nassau or Suffolk County?
4. If this is a Fair Debt Collection Practice Act case, was the offending communication received in either Nassau or Suffolk County?
 (Note, a natural person is considered to reside in the county in which that person is domiciled; an entity is considered a resident of the county that is either its principal place of business or headquarters, of if there is no such county in the Eastern District, the county within the District with which it has the most significant contacts).

PART E - BAR ADMISSION

1. I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

If you answered No to E(1), please see instructions and Local Civ. R. 1.3.

2. Are you currently the subject of any disciplinary action (s) in this or any other state or federal court? If yes, please explain:

PART F - IMMIGRATION HABEAS

1. Is this petition based on an immigration detention? 2. Does this case require immediate attention of a judge?

If you answered Yes in Part F, and are filing this action after business hours, please see instructions here: <https://www.nyed.uscourts.gov/emergency-applications-filed-after-business-hours>.

I certify the accuracy of all information provided above.

Signature: /s/ Neal J. Deckant

Date: 8/27/2026

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

RONALD PANTOL, individually and on behalf of all
others similarly situated

Plaintiff(s)

v.

THE HAIN CELESTIAL GROUP, INC. d/b/a
SENSIBLE PORTIONS

Defendant(s)

Civil Action No. 2:26-cv-5285

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* The Hain Celestial Group, Inc., d/b/a Sensible Portions
c/o The Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Neal J. Deckant
1990 North California Blvd., 9th Floor
Walnut Creek, CA 94596

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

BRENNNA B. MAHONEY
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 2:26-cv-5285

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: