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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

SAMIN SAYAREH, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

BLOOM NU LLC,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Samin Sayareh (“Plaintiff”) brings this action on behalf of herself and all others
2 similarly situated against Bloom Nu LLC (“Defendant”). Plaintiff makes the following allegations
3 pursuant to the investigation of her counsel and based upon information and belief, except as to the
4 allegations specifically pertaining to herself, which are based on her personal knowledge.

5 **NATURE OF THE ACTION**

6 1. Plaintiff brings this class action on behalf of herself and all similarly situated
7 consumers who purchased Bloom Pop prebiotic soda products (collectively, the “Products”).¹

8 2. In the Products’ online marketing, including on Defendant’s website and on
9 Amazon.com, Target.com, Walmart.com, and Kroger.com, Defendant prominently represents that
10 the Products contain “No artificial flavors, colors, or preservatives” (the “Representations”).²

11 3. Despite those Representations, however, the Products contain manufactured citric
12 acid, an artificial ingredient that functions as a preservative.

13 4. Accordingly, Plaintiff brings claims against Defendant for violations of (1)
14 California’s Consumers Legal Remedies Act, Cal. Civ. Code § 1750, et seq.; (2) California’s
15 Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq.; (3) California’s False
16 Advertising Law, Cal. Bus. & Prof. Code § 17500, et seq.; (4) Violations of State Consumer
17 Protection Statutes; (5) Breach of Express Warranty; and (6) Unjust Enrichment.

18 **PARTIES**

19 5. Plaintiff Samin Sayareh is a citizen of California residing in Davis, California.
20 Plaintiff purchased Defendant’s Shirley Temple Product for her personal use on or about March 12,
21 2026 from Defendant’s official Amazon listing while residing in Davis, California, for
22 approximately \$24.62.³ Prior to making her purchase, Ms. Sayareh saw and relied on Defendant’s
23

24 ¹ The Products include Bloom Pop Shirley Temple, Classic Orange, Peach Pineapple, Raspberry
25 Lemonade, Rocket Blast, Strawberry Cream, the Variety Pack advertised as the Classic Pack,
Watermelon Lime, and Winter Pomberry.

26 ² The challenged Representations and the product-specific URLs on which they appear are
27 identified with the evidence for Defendant’s website, Amazon.com, Target.com, Walmart.com, and
Kroger.com below.

28 ³ Bloom Nutrition Pop Shirley Temple Prebiotic Soda, Amazon.com,
<https://www.amazon.com/dp/B0FJKN2F76?th=1> (last accessed August 17, 2026).

1 Representations in the official Amazon listing that the Products contained “No artificial flavors,
2 colors, or preservatives.” Based on those Representations, Ms. Sayareh understood the Products to
3 contain no artificial preservatives. Ms. Sayareh relied on the Representations when she decided to
4 purchase the Product. Accordingly, the Representations were part of the basis of her bargain, in
5 that Ms. Sayareh would not have purchased the Product on the same terms had she known that the
6 Representations were untrue. Furthermore, in making her purchase, Ms. Sayareh paid a price
7 premium due to Defendant’s false and misleading Representations. Ms. Sayareh, however, did not
8 receive the benefit of the bargain because the Product did, in fact, contain an artificial
9 preservative—manufactured citric acid. Had Ms. Sayareh known that Defendant’s Representations
10 were false and misleading, she would not have purchased the Product or would have paid
11 substantially less for it.

12 6. Ms. Sayareh continues to purchase probiotic sodas and remains interested in
13 purchasing probiotic sodas that genuinely contain no artificial preservatives, including Defendant’s
14 Products. She would purchase the Products again if she could be confident that the Representations
15 were truthful. As matters stand, however, she cannot determine whether Defendant’s online
16 marketing has been or will be corrected, and she is therefore unable to rely on Defendant’s
17 Representations when deciding whether to purchase the Products in the future.

18 7. Defendant Bloom Nu LLC is a Delaware limited liability company with its principal
19 place of business at 2401 East 6th Street, Suite 3037-201, Austin, Texas 78702. Defendant
20 manufactures, markets, and sells the Products online, including through the at-issue Bloom,
21 Amazon, Target, Walmart, and Kroger listings, and through retail stores in California and the
22 United States.

23 **JURISDICTION AND VENUE**

24 8. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §
25 1332(d)(2)(A) because this is a class action where the aggregate claims of all members of the
26 proposed Classes are in excess of \$5,000,000.00 exclusive of interest and costs, and Plaintiff, as
27 well as most members of the proposed Classes, are citizens of states different from Defendant.
28

1 any chemical that, when added to food, tends to prevent or retard deterioration thereof, subject to
2 specified exclusions. 21 C.F.R. § 101.22(a)(5).

3 14. Consumers also increasingly seek out and rely on terms like “no artificial
4 preservatives” when making purchasing decisions about food and beverage products. The absence
5 of artificial preservatives is material to consumers who wish to avoid artificial ingredients and
6 purchase clean-label products.

7 15. Preservatives are among the ingredients consumers specifically seek to avoid in
8 food and beverage products. The presence or absence of artificial preservatives is therefore
9 material to reasonable consumers.

10 16. Defendant knows that “no artificial preservatives” claims command a price
11 premium and attract consumers seeking clean-label products. Defendant applied the claim without
12 formulating the Products to exclude artificial preservatives.

13 **B. The Products and Defendant’s Representations**

14 17. Defendant manufactures, markets, and sells the Products throughout the United
15 States, including in California, through its website, Amazon.com, Target.com, Walmart.com,
16 Kroger.com, and retail stores. The Products are sold in nine variants: Shirley Temple, Classic
17 Orange, Peach Pineapple, Raspberry Lemonade, Rocket Blast, Strawberry Cream, the Variety Pack
18 advertised as the Classic Pack, Watermelon Lime, and Winter Pomeberry.

19 18. As depicted below, Defendant prominently represents that the Products contain “No
20 artificial flavors, colors, or preservatives.”
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i. Defendant's Website.

Bloom Website — Shirley Temple

Representative official product-page creative

Representation and ingredient disclosure



Source: <https://bloomnu.com/products/bloom-pop?variant=45974034251876> (accessed August 24, 2026)

Source URLs.⁵

⁵ Bloom product variants displaying the challenged representation in product-carousel imagery: Rocket Blast: <https://bloomnu.com/products/bloom-pop?variant=48428895961188>; Shirley Temple: <https://bloomnu.com/products/bloom-pop?variant=45974034251876>; Peach Pineapple: <https://bloomnu.com/products/bloom-pop?variant=48051476430948>; Strawberry Cream: <https://bloomnu.com/products/bloom-pop?variant=45974034350180>; Raspberry Lemonade: <https://bloomnu.com/products/bloom-pop?variant=45974034317412>; Watermelon Lime: <https://bloomnu.com/products/bloom-pop?variant=45974034382948>; Classic Orange: <https://bloomnu.com/products/bloom-pop?variant=45974034284644>; Winter Pomberly: <https://bloomnu.com/products/bloom-pop?variant=48916121518180>; Classic Pack: <https://bloomnu.com/products/bloom-pop?variant=46836799897700> (last accessed August 24, 2026).

ii. Amazon.com.

Amazon — Representative Bloom Pop Listings

Preserved carousel creative from the existing complaint record

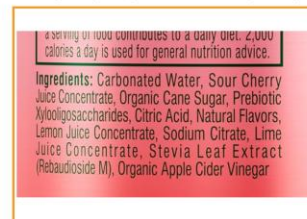
Shirley Temple — challenged representation and ingredients



Classic Pack — line-wide example



Shirley Temple ingredients — enlarged crop

Representative URLs: <https://www.amazon.com/dp/B0FJKN2F76?th=1> and <https://www.amazon.com/dp/B0FJKG8K8D?th=1> (accessed August 17, 2026)Source URLs.⁶

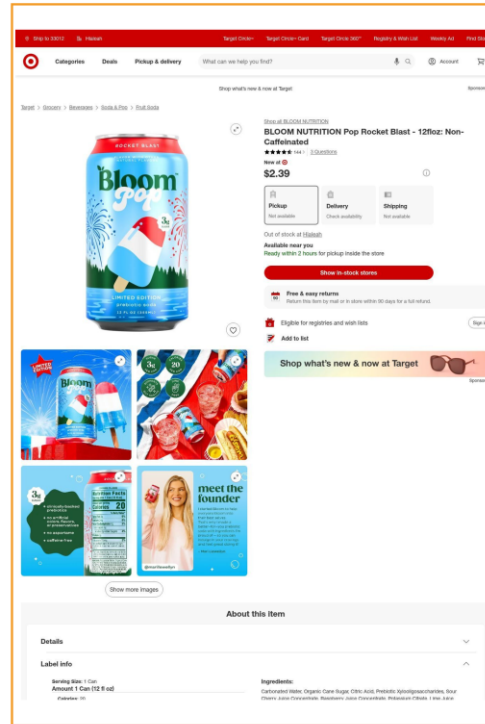
⁶ Amazon product listings displaying the challenged representation in carousel imagery and/or “About this item” content: Shirley Temple: <https://www.amazon.com/dp/B0FJKN2F76?th=1>; Classic Orange: <https://www.amazon.com/dp/B0FJKDR5SB?th=1>; Peach Pineapple: <https://www.amazon.com/dp/B0GF4GHHCH?th=1>; Raspberry Lemonade: <https://www.amazon.com/dp/B0FJK8PNJ3?th=1>; Rocket Blast: <https://www.amazon.com/dp/B0GVTVWRNT?th=1>; Strawberry Cream: <https://www.amazon.com/dp/B0FJJXCFPL?th=1>; Variety Pack / Classic Pack: <https://www.amazon.com/dp/B0FJKG8K8D?th=1>; Watermelon Lime: <https://www.amazon.com/dp/B0FJKFMRQ5?th=1>; Winter Pomeberry: <https://www.amazon.com/dp/B0FYSHNJ4W?th=1> (last accessed August 17, 2026).

iii. Target.com.

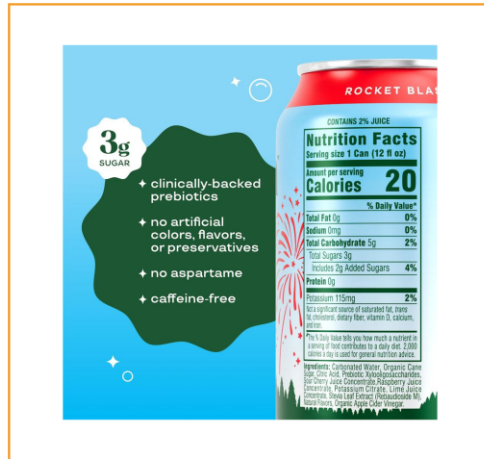
Target — Rocket Blast

Point-of-sale context, challenged Bloom graphic, and Target Label info

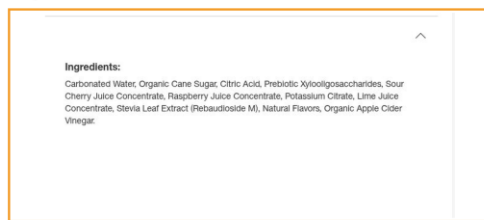
Target point-of-sale listing



Carousel position 4 — exact challenged creative



Target Label info — Citric Acid



Source: <https://www.target.com/p/bloom-nutrition-pop-rocket-blast-12fz/-/A-95228286> (accessed August 24, 2026)

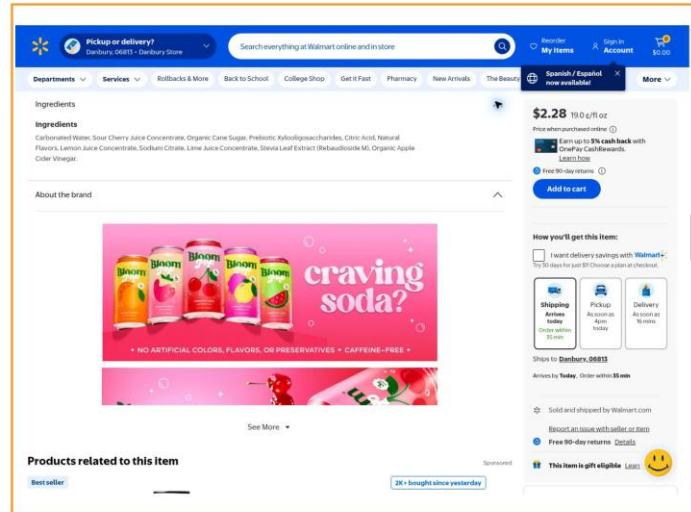
Source URLs.⁷

⁷ Target product listings displaying the challenged representation in both written “Highlights” and the carousel image: Rocket Blast (12 fl oz single can): <https://www.target.com/p/bloom-nutrition-pop-rocket-blast-12fz/-/A-95228286>; Shirley Temple (12 fl oz single can): <https://www.target.com/p/bloom-pop-shirley-temple-soda-12-fl-oz-can/-/A-94788195>; Raspberry Lemonade (12 fl oz single can): <https://www.target.com/p/bloom-pop-raspberry-lemonade-sports-drink-12-fl-oz-can/-/A-94785583>; Strawberry Cream (12 fl oz single can): <https://www.target.com/p/bloom-pop-strawberry-cream-soda-12-fl-oz-can/-/A-94788192>; Peach Pineapple (12 fl oz single can): <https://www.target.com/p/bloom-nutrition-pop-peach-pineapple-12oz-single/-/A-95013388>; Winter Pomeberry (12 fl oz single can): <https://www.target.com/p/bloom-pop-winter-pomeberry-soda-12-fl-oz/-/A-94981404>; Watermelon Lime (12 fl oz single can): <https://www.target.com/p/bloom-pop-watermelon-lime-soda-12-fl-oz-can/-/A-94788198> (inventory preserved August 24, 2026).

iv. *Walmart.com.***Walmart — Shirley Temple**

First-party listing, retailer claim, Bloom creative, and ingredient disclosure

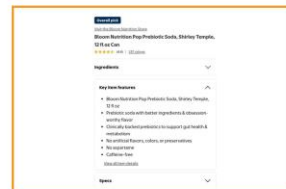
Walmart page — ingredients, brand claim, price, and seller



Carousel position 4



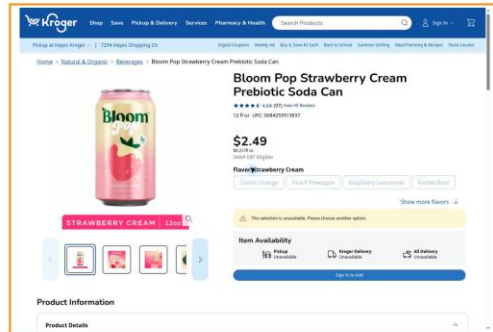
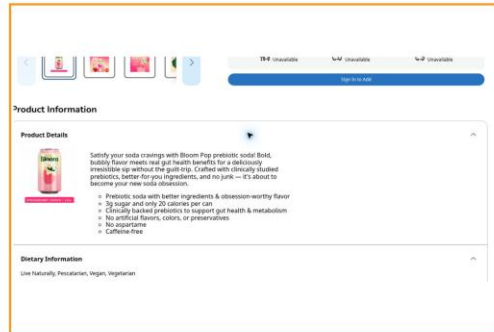
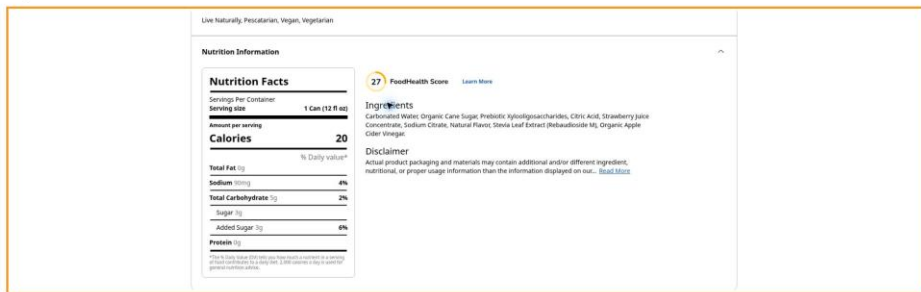
Key item features — retailer claim

Source: <https://www.walmart.com/ip/Bloom-Pop-Shirley-Temple-12oz/16007271473> (accessed August 24, 2026; sold and shipped by Walmart.com when captured)Source URLs.⁸

⁸ Walmart product listings displaying the challenged representation in written “Key item features”: Shirley Temple; single 12 fl oz can: <https://www.walmart.com/ip/Bloom-Pop-Shirley-Temple-12oz/16007271473>; Strawberries & Cream; single 12 fl oz can: <https://www.walmart.com/ip/Bloom-Pop-Strawberries-Cream-12oz/15982572433>; Raspberry Lemon; single 12 fl oz can: <https://www.walmart.com/ip/Bloom-Pop-Raspberry-Lemon-12oz/16024053637>; Watermelon Lime; single 12 fl oz can: <https://www.walmart.com/ip/Bloom-Pop-Watermelon-Lime-12oz/16024017734>; Peach Pineapple; single 12 fl oz can: <https://www.walmart.com/ip/Bloom-Pop-Peach-Pineapple-12oz-12pk/18069966983>; Rocket Blast; single 12 fl oz can: <https://www.walmart.com/ip/Bloom-Pop-Rocket-Blast-12oz/19685853964>; Shirley Temple; 4 pack: <https://www.walmart.com/ip/Bloom-Pop-4pk-Shirley-Temple/16024053636>; Strawberries & Cream; 4 pack: <https://www.walmart.com/ip/Bloom-Pop-4pk-Strawberries-Cream/16033954558>; Raspberry Lemonade; 4 pack: <https://www.walmart.com/ip/Bloom-Pop-4pk-Raspberry-Lemon/16038152840>; Rocket Blast; 4 pack: <https://www.walmart.com/ip/4-pack-Bloom-Nutrition-Pop-Prebiotic-Soda-Rocket-Blast-12-fl-oz-Can/20380011134>; Raspberry Lemon; 12 pack: <https://www.walmart.com/ip/12-pack-Bloom-Nutrition-Pop-Prebiotic-Soda-Raspberry-Lemon-12-fl-oz-Can/17792067979>; Shirley Temple; 12 pack: <https://www.walmart.com/ip/12-pack-Bloom-Nutrition-Pop-Prebiotic-Soda-Shirley-Temple-12-fl-oz-Can/17820404882>; Peach Pineapple; 12 pack: <https://www.walmart.com/ip/12-pack-Bloom-Pop-Prebiotic-Soda-Peach-Pineapple-12-fl-oz-Can/19571053220> (last accessed August 24, 2026).

*v. Kroger.com.***Kroger — Strawberry Cream**

Retailer point-of-sale listing, Product Details claim, and Ingredients disclosure

Kroger point-of-sale listing**Product Details — exact retailer representation****Ingredients — Citric Acid**Source: <https://www.kroger.com/p/bloom-pop-strawberry-cream-prebiotic-soda-can/0084259513837> (accessed August 24, 2026)Source URLs.⁹

19. Defendant has disseminated the Representations through multiple online channels through which it sells and markets the Products—on Defendant's website and in Amazon, Target,

⁹ Kroger product listings displaying the challenged claim: Classic Orange (12 fl oz single can): <https://www.kroger.com/p/bloom-pop-classic-orange-prebiotic-soda-can/0084259513833>; Peach Pineapple (12 fl oz single can): <https://www.kroger.com/p/bloom-pop-peach-pineapple-prebiotic-soda-can/0084259513851>; Raspberry Lemonade (12 fl oz single can): <https://www.kroger.com/p/bloom-pop-raspberry-lemonade-prebiotic-soda-can/0084259513841>; Rocket Blast (12 fl oz single can): <https://www.kroger.com/p/bloom-pop-rocket-blast-prebiotic-soda-can/0084259514128>; Shirley Temple (12 fl oz single can): <https://www.kroger.com/p/bloom-pop-shirley-temple-prebiotic-soda-can/0084259513829>; Strawberry Cream (12 fl oz single can): <https://www.kroger.com/p/bloom-pop-strawberry-cream-prebiotic-soda-can/0084259513837>; Watermelon Lime (12 fl oz single can): <https://www.kroger.com/p/bloom-pop-watermelon-lime-prebiotic-soda-can/0084259513844>; Raspberry Lemonade (4 pk / 12 fl oz): <https://www.kroger.com/p/bloom-pop-raspberry-lemonade-prebiotic-soda-cans/0084259513843>; Shirley Temple (4 pk / 12 fl oz): <https://www.kroger.com/p/bloom-pop-shirley-temple-prebiotic-soda-cans/0084259513832>; Strawberry Cream (4 pk / 12 fl oz): <https://www.kroger.com/p/bloom-pop-strawberry-cream-prebiotic-soda-cans/0084259513840> (last accessed August 24, 2026).

Walmart, and Kroger listings. Depending on the channel, the Representations appeared in carousel imagery, product highlights, “Key item features,” “Product Details,” and/or other product-description content. The Representations appeared across the Products’ variants and were disseminated to consumers who viewed the Products’ listings. As a result of this widespread dissemination, Plaintiff and the Class were exposed to, and reasonably relied upon, Defendant’s Representations in deciding to purchase the Products.

20. Despite these Representations, the Products contain manufactured citric acid, an artificial ingredient that functions as a preservative, as set forth below.

C. The Products’ Ingredients

21. The Products’ ingredients include manufactured citric acid, an artificial ingredient that functions as a preservative. It is described below.

i. The Citric Acid in the Products Is Not Natural

22. Defendant uses artificial manufactured citric acid in the Products.¹⁰ Commercial food manufacturers use a synthetic form of citric acid that is derived from heavy chemical processing.¹¹ Commercially produced citric acid is manufactured using a type of black mold called *Aspergillus niger* which is modified to increase citric acid production.¹² Consumption of manufactured citric acid has been associated with adverse health events like joint pain with swelling and stiffness, muscular and stomach pain, as well as shortness of breath.¹³ Defendant does not use natural citric acid extracted from fruit in the Products. This is because “[a]pproximately 99% of the world’s production of [citric acid] is carried out using the fungus

¹⁰ Iliana E. Sweis, et al., Potential role of the common food additive manufactured citric acid in eliciting significant inflammatory reactions contributing to serious disease states: A series of four case reports, TOXICOL REP. 5:808-812 (2018), available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/>

¹¹ A. Hesham, Y. Mostafa & L. Al-Sharqi, Optimization of Citric Acid Production by Immobilized Cells of Novel Yeast Isolates, 48 MYCOBIOLOGY 122, 123 (2020), available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7178817/>

¹² *Id.*; Pau Loke Show, et al., Overview of citric acid production from *Aspergillus niger*, FRONTIERS IN LIFE SCIENCE, 8:3, 271-283 (2015), available at <https://www.tandfonline.com/doi/full/10.1080/21553769.2015.1033653>

¹³ Iliana E. Sweis, et al., Potential role of the common food additive manufactured citric acid in eliciting significant inflammatory reactions contributing to serious disease states: A series of four case reports, TOXICOL REP. 5:808-812 (2018), available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/>

1 *Aspergillus niger* since 1919.” *Id.* As explained by a study published in the *Toxicology Reports Journal*:

2 Citric acid naturally exists in fruits and vegetables. However, **it is not the naturally**
 3 **occurring citric acid, but the manufactured citric acid (MCA) that is used**
 4 **extensively as a food and beverage additive.** Approximately 99% of the world’s
 production of MCA is carried out using the fungus *Aspergillus niger* since 1919.
Aspergillus niger is a known allergen.¹⁴

5 23. A technical evaluation report for citric acid compiled by the United States Department of
 6 Agriculture Marketing Services (“USDA AMS”) further explains that it is not commercially feasible to use
 7 natural citric acid extracted from fruits:

8 “Traditionally by extraction from citric juice, [is] no longer commercially available.
 9 It is now extract by fermentation of a carbohydrate substance (often molasses) by citric
 10 bacteria, *Asperillus niger* (a mold) or *Candida guilliermondii* (a yeast). Citric acid is
 recovered from the fermentation broth by a lime and sulfuric acid process in which the citric
 acid is first precipitated as a calcium salt and then reacidulated with sulfuric acid.”¹⁵

11 24. When asked “Is this substance Natural or Synthetic?” USDA AMS reviewers state:
 12 “synthetic.”¹⁶

13 25. The FDA has determined that manufactured citric acid is not natural; it is artificial. The FDA
 14 sent warning letters to Hirzel Canning Company and Oak Tree Farm Dairy, Inc., for similar violations, saying
 15 that the FDA’s policy involving the use of the word natural means that nothing artificial or synthetic has been
 16 added to the product, and that a product that labels itself “100% Natural” or “All Natural” violates that policy
 17 if it contains citric acid, and that the presence of citric acid precludes the use of the term natural to describe
 18 the product.¹⁷

19 26. The FDA explains that “Solvent extraction process for citric acid” is accomplished via
 20 “recovery of citric acid from conventional *Aspergillus niger* fermentation liquor may be safely used to
 21 produce food-grade citric acid in accordance with the following conditions: (a) The solvent used in the process
 22 consists of mixture of n-octyl alcohol meeting the requirements of § 172.864 of this chapter, **synthetic**
 23 isoparaffinic petroleum hydrocarbons meeting the requirements of § 172.882 of this chapter, and tridodecyl
 24 amine.” 21 C.F.R. § 173.280 (emphasis added). Chemical solvents such as n-octyl alcohol and synthetic

25
 26 ¹⁴ *Id.* (emphasis added)

27 ¹⁵ **Exhibit A** at page 6.

28 ¹⁶ **Exhibit A** at pages 4-5.

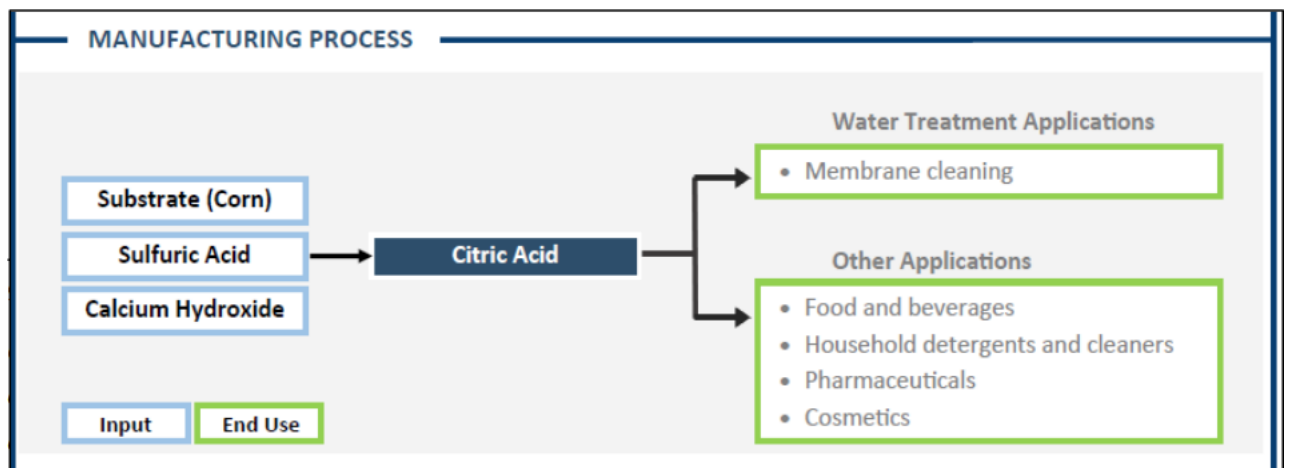
¹⁷ See **Exhibit B** at page 2 and **Exhibit C** at page 2.

isoparaﬃnic petroleum hydrocarbons are used to extract the citric acid that Defendant uses in the Products from *aspergillus niger* fermentation liquor. See 21 C.F.R. § 173.280. The citric acid that Defendant uses in the Products is produced through chemical solvent extraction and contains residues of those chemical solvents.

27. The *Toxicology Reports Journal* study explains that “the potential presence of impurities or fragments from the *Aspergillus niger* in [manufactured citric acid] is a significant difference that may trigger deleterious effects when ingested.”¹⁸ The study further explains:

“Given the thermotolerance of *A. niger*, there is great potential that byproducts of *A. niger* remain in the final [manufactured citric acid] product. Furthermore, given the pro-inflammatory nature of *A. niger* even when heat-killed, repetitive ingestion of [manufactured citric acid] may trigger sensitivity or allergic reactions in susceptible individuals. Over the last two decades, there has been a significant rise in the incidence of food allergies.” *Id.*

28. The EPA provides the following simple schematic of the manufacturing process for citric acid which includes the use of synthetic solvents like Sulfuric Acid.¹⁹



29. Dr. Ryan Monahan, a prominent functional medicine practitioner, notes that the “[p]resent

¹⁸ Iliana E. Sweis, *et al.*, *Potential role of the common food additive manufactured citric acid in eliciting significant inflammatory reactions contributing to serious disease states: A series of four case reports*, TOXICOL REP. 5:808-812 (2018), available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/>

¹⁹ <https://www.epa.gov/system/files/documents/202303/Citric%20Acid%20Supply%20Chain%20Pro%20file.pdf> (last accessed March 13, 2026)

1 day process of creating manufactured citric acid involves feeding sugars derived from GMO corn to black
2 mold, which then ferments to form manufactured citric acid.”²⁰

3 30. Dr. Monahan also notes that “*Aspergillus niger* is associated with systemic inflammatory
4 issues, including respiratory, gastrointestinal, neurological and musculoskeletal. Due to the potential for
5 fragments of *Aspergillus niger* to make their way into the finished product of manufactured citric acid, this
6 toxic inflammatory substance is likely being ingested by consumers of Products containing citric acid. Even
7 with high-heat processing to kill it, research has shown *Aspergillus niger* can still elicit an inflammatory
8 response.”²¹

9 31. Clinical nutritionist Serge Gregoire notes that “[f]ood manufacturers leave out that citric acid
10 is derived from genetically modified black mold grown on GMO corn syrup” and that “[c]ompanies
11 continuously capitalize on an ignorance-based market.”²² Gregoire states, “Citric acid production has become
12 a refined and highly prized industrial process.” Gregoire notes that the *Aspergillus niger* used to produce
13 citric acid is engineered to increase production of citric acid which has “resulted in countless generations of
14 genetically modified mutant variants, now specialized for industrial-scale economics.”

15 32. “Further genetic modification in the lab has taken place through the engineering of the
16 glycolytic pathway, resulting in a metabolic-streamlining that facilitates greater citric acid production from
17 sugar while shutting off side avenues of glycolysis.” *Id.*

18 33. “Mutagenesis has been used in recent years to improve the citric-acid producing strains so
19 that they can be used in industrial applications. The most common methods include the use of mutagens to
20 induce mutations on the parental strains. The mutagens utilized for improvements are gamma radiation,
21 ultraviolet radiation and often chemical mutagens. For hyperproducer strains, a hybrid method that combines
22
23

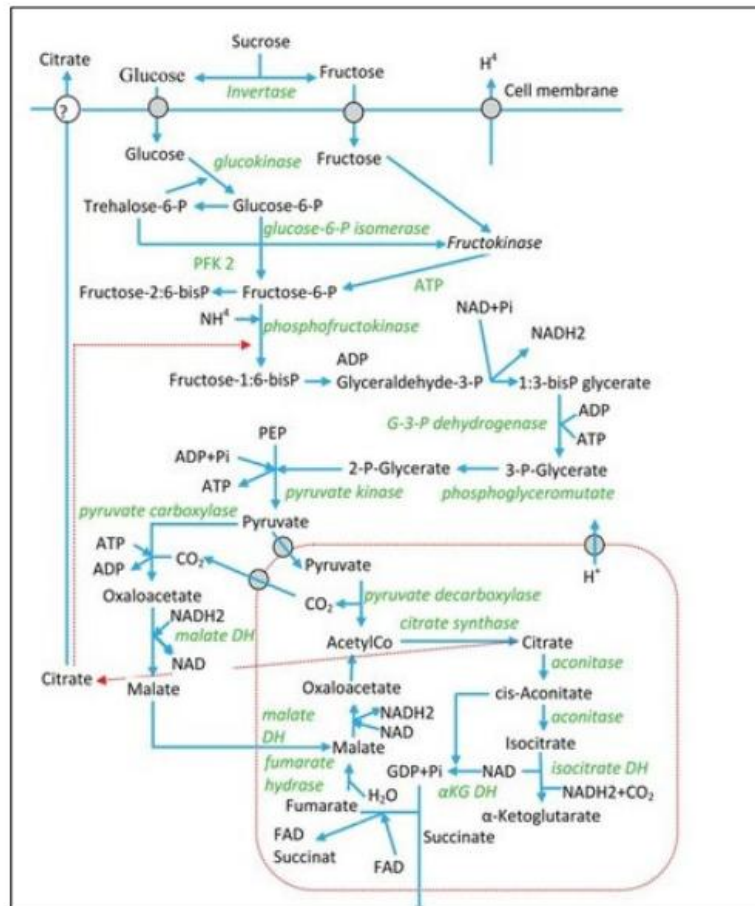
24 ²⁰ Dr. Ryan Monahan, *Citric Acid: A Common Food Additive With An Uncommon Source* (2024)
25 available at [https://www.peacefulmountainmedicine.com/post/citric-acid-a-common-food-](https://www.peacefulmountainmedicine.com/post/citric-acid-a-common-food-additive-with-an-uncommon-source)
additive-with-an-uncommon-source (Last accessed March 12, 2026)

26 ²¹ Dr. Ryan Monahan, *Citric Acid: A Common Food Additive With An Uncommon Source* (2024)
27 available at [https://www.peacefulmountainmedicine.com/post/citric-acid-a-common-food-additive-](https://www.peacefulmountainmedicine.com/post/citric-acid-a-common-food-additive-with-an-uncommon-source)
with-an-uncommon-source (last accessed March 12, 2026)

28 ²² Serge Gregoire, Avoid citric acid: a mold byproduct! (July 13, 2021) available at
[https://www.linkedin.com/pulse/avoid-citric-acid-mold-byproduct-serge-](https://www.linkedin.com/pulse/avoid-citric-acid-mold-byproduct-serge-gregoire/)
gregoire/

ultraviolet and chemical mutagens is used (Ratledge & Kristiansen Citation2001).”²³

34. Below is a schematic representation of the metabolic reactions involved in citric acid production, the enzymes (*italics*), the known feedback loops (dashed lines) and their locations with the cellular structure of *Aspergillus niger*.²⁴



35. Dictionary definitions define “artificial” as something made by man. For example, “artificial” is defined as “made by human skill; produced by humans...”²⁵ Merriam-Webster’s online

²³ Show, P. L., Oladele, K. O., Siew, Q. Y., Aziz Zakry, F. A., Lan, J. C. W., & Ling, T. C. (2015). Overview of citric acid production from *Aspergillus niger*. *FRONTIERS IN LIFE SCIENCE*, 8(3), 271–283, available at <https://doi.org/10.1080/21553769.2015.1033653>

²⁴ *Id.* at Figure 3.

²⁵ *Artificial*, DICTIONARY.COM, available at <https://www.dictionary.com/browse/artificial>

dictionary states that “artificial” means “humanly contrived ...”²⁶ Cambridge Dictionary states that “artificial” means “made by people, often as a copy of something natural.”²⁷

36. Below are images of the chemical process used to create citric acid for use in food – a process that is visibly artificial:



37. Citric acid acts as an artificial flavoring and preserving agent when added to food products, including the Products at issue.²⁸ Citric acid has a sour, acidic, and slightly tart flavor. *Id.*

²⁶ *Artificial*, MERRIAM-WEBSTER’S DICTIONARY, available at <https://www.merriam-webster.com/dictionary/artificial>

²⁷ *Artificial*, CAMBRIDGE DICTIONARY, available at <https://dictionary.cambridge.org/us/dictionary/english/artificial>

²⁸ <https://www.webstaurantstore.com/blog/3350/what-is-citric-acid.html#:~:text=What%20Is%20Sour%20Salt?,salt%20tastes%20sour%20and>

38. The Food and Drug Administration (“FDA”) defines a preservative as “any chemical that, when added to food, tends to prevent or retard deterioration thereof, but does not include common salt, sugars, vinegars, spices, or oils extracted from spices, substances added to food by direct exposure thereof to wood smoke, or chemicals applied for their insecticidal or herbicidal properties.” 21 C.F.R. § 101.22(a)(5). The FDA has listed citric acid as a preservative in its “Overview of Food Ingredients, Additives and Colors” as shown below:²⁹

Types of Ingredients	What They Do	Examples of Uses	Names Found on Product Labels
Preservatives	Prevent food spoilage from bacteria, molds, fungi, or yeast (antimicrobials); slow or prevent changes in color, flavor, or texture and delay rancidity (antioxidants); maintain freshness	Fruit sauces and jellies, beverages, baked goods, cured meats, oils and margarines, cereals, dressings, snack foods, fruits and vegetables	Ascorbic acid, citric acid , sodium benzoate, calcium propionate, sodium erythorbate, sodium nitrite, calcium sorbate, potassium sorbate, BHA, BHT, EDTA, tocopherols (Vitamin E)

39. In a warning letter sent to Chiquita Brands International, Inc. and Fresh Express, Inc., the FDA warned that certain products were misbranded under the Federal Food, Drug, and Cosmetic Act because they “contain the chemical preservatives ascorbic acid and citric acid but their labels fail to declare these preservatives with a description of their functions. 21 C.F.R. [§] 101.22” (emphasis added).³⁰

40. The USDA’s Food Safety Inspection Service’s “Guideline for Label Approval” states that “common **chemical** preservatives include BHA, BHT, calcium propionate, citric acid, natamycin and sodium propionate.”³¹

²⁹ %20acidic. (last accessed March 12, 2026)

²⁹ *Overview of Food Ingredients Additives & Colors, Food and Drug Administration, available at* <https://web.archive.org/web/20220901032454/http://www.fda.gov/food/foodingredients-packaging/overview-food-ingredients-additives-colors>.

³⁰ See **Exhibit D** at page 2 (highlighted)

³¹ FSIS Guideline for Label Approval, UNITED STATES DEPARTMENT OF AGRICULTURE, *available at* https://www.fsis.usda.gov/sites/default/files/media_file/documents/FSIS-GD-2023-0001.pdf (emphasis added)

D. Defendant's Representations Are False and Misleading

41. By the acts and conduct alleged herein, Defendant represents that the Products contain "No artificial flavors, colors, or preservatives." Those Representations are false or materially misleading.

42. The Representations indicate that the Products contain no artificial preservatives. That, however, is false because the Products contain manufactured citric acid, an artificial ingredient that functions as a preservative. Defendant compounds the misrepresentation by identifying citric acid in ingredient information while affirmatively representing that the Products contain no artificial preservatives. A reasonable consumer does not understand "no artificial preservatives" to include manufactured citric acid functioning as a preservative simply because citric acid can occur in nature.

43. A reasonable consumer is not expected to study the ingredient list or possess the specialized knowledge to determine that listed citric acid is industrially manufactured or functions as a preservative. The list does not clearly identify the artificial origin or preservative function of manufactured citric acid, and a reasonable consumer is not positioned to make those determinations at the point of sale. The foregoing deceptive acts and practices were directed at consumers and are misleading in a material way.

E. Defendant's Labeling Violates Federal and California Food Labeling Law

44. The federal Food, Drug, and Cosmetic Act ("FDCA") deems a food misbranded if "its labeling is false or misleading in any particular." 21 U.S.C. § 343(a)(1). The FDCA further deems a food misbranded if it bears or contains a chemical preservative unless its labeling states that fact. 21 U.S.C. § 343(k).

45. FDA regulations define "chemical preservative" to mean "any chemical that, when added to food, tends to prevent or retard deterioration thereof," subject to specified exclusions. 21 C.F.R. § 101.22(a)(5).

46. FDA regulations further require that a food to which a chemical preservative is added bear a label declaration stating both the common or usual name of the ingredient and a

1 separate description of its function, such as “preservative,” “to retard spoilage,” or “to help protect
2 flavor.” 21 C.F.R. § 101.22(j).

3 47. The Products identify citric acid in their ingredient information but do not separately
4 describe its function as a preservative. Instead, Defendant affirmatively represents in the Products’
5 online marketing that the Products contain no artificial preservatives.

6 48. Plaintiff’s state-law claims are independently grounded in California’s Sherman
7 Food, Drug, and Cosmetic Law and the Unfair Competition Law, which parallel but do not depend
8 on the FDCA. The FDCA provisions alleged above are offered as evidence of Defendant’s conduct
9 and as predicate unlawful acts supporting the UCL’s unlawful prong—not as the sole basis for any
10 state-law claim. Plaintiff’s claims would exist under the Sherman Law and the UCL regardless of
11 the FDCA, because California’s food misbranding and false-advertising statutes impose obligations
12 coextensive with, but independent from, those the FDCA imposes.

13 49. Defendant’s marketing, advertising, and sale of the Products violate the misbranding
14 provisions of the Sherman Law applicable to food (Cal. Health & Safety Code § 110660, et seq.),
15 including but not limited to:

16 (a) Section 110660 (a food is misbranded if its labeling is false or misleading in any
17 particular), in that Defendant represents that the Products contain no artificial preservatives
18 when the Products contain manufactured citric acid, an artificial ingredient that functions as
19 a preservative;

20 (b) Section 110680 (a food is misbranded if its labeling or packaging does not conform to
21 the requirements of Chapter 4), in that the Products’ labeling fails to conform to Chapter 4’s
22 prohibition on false and misleading advertising at Section 110390;

23 (c) Section 110705 (a food is misbranded if information required to appear on the label or
24 labeling is not prominently placed with such conspicuousness as to render it likely to be
25 read by the ordinary consumer), in that Defendant prominently represents that the Products
26 contain no artificial preservatives while failing to state that manufactured citric acid
27 functions as a preservative;
28

(d) Section 110740 (a food is misbranded if it bears or contains any artificial flavoring, artificial coloring, or chemical preservative unless its labeling states that fact), in that the Products contain manufactured citric acid functioning as a preservative while Defendant represents that the Products contain no artificial preservatives; and

(e) Sections 110760, 110765, and 110770 (it is unlawful to manufacture, sell, deliver, hold, or offer for sale misbranded food, to misbrand food, or to receive or deliver misbranded food in commerce), in that Defendant has manufactured, marketed, sold, and delivered the misbranded Products described herein.

50. Defendant's marketing, advertising, and sale of the Products also violate the false-advertising provisions of the Sherman Law (Cal. Health & Safety Code § 110390, et seq.), including but not limited to:

(a) Section 110390 (it is unlawful for any person to disseminate any false advertisement of any food), in that Defendant disseminated false and misleading advertising through its website and the Products' Amazon, Target, Walmart, and Kroger listings, representing that the Products contain no artificial preservatives;

(b) Section 110395 (it is unlawful for any person to manufacture, sell, deliver, hold, or offer for sale any food that is falsely advertised), in that Defendant manufactured, sold, delivered, held, and offered the Products for sale through online and retail channels after disseminating the false advertising described herein; and

(c) Sections 110398 and 110400 (it is unlawful for any person to advertise any food that is adulterated or misbranded, and unlawful to receive in commerce any falsely advertised food or to deliver or proffer for delivery any such food), in that Defendant has advertised and continues to advertise the misbranded Products and has delivered and continues to proffer for delivery the falsely advertised Products to consumers.

F. RULE 9(b) Allegations

51. **WHO:** Defendant Bloom Nu LLC.

52. **WHAT:** Defendant's conduct was, and continues to be, false, deceptive, and misleading because Defendant affirmatively represented that the Products contain "No artificial

1 flavors, colors, or preservatives,” while omitting and concealing that the Products contain
2 manufactured citric acid, an artificial ingredient that functions as a preservative. These
3 representations and omissions were material to Plaintiff and the Classes.

4 53. **WHEN:** Defendant made these material misrepresentations and omissions to
5 Plaintiff and the members of the Classes throughout the Class Period, including immediately prior
6 to and at the time of their purchases of the Products.

7 54. **WHERE:** On Defendant’s website and in the Products’ online listings on
8 Amazon.com, Target.com, Walmart.com, and Kroger.com. Depending on the channel, the
9 Representations appeared in carousel imagery, Amazon “About this item” content, Target
10 “Highlights,” Walmart “Key item features,” Kroger “Product Details,” and/or other product-
11 description content.

12 55. **HOW:** By prominently making the Representations throughout its online
13 marketing.

14 56. **INJURY:** Plaintiff and the members of the Classes purchased, and paid a premium
15 for, the Products that they would not have purchased—or for which they would have paid
16 substantially less—absent Defendant’s misrepresentations and omissions.

17 **G. Plaintiff Lacks an Adequate Remedy at Law**

18 57. Plaintiff lacks an adequate remedy at law for the future harm described above.
19 Damages cannot remedy Plaintiff’s inability to rely on Defendant’s Representations when deciding
20 whether to purchase the Products in the future, and only injunctive relief requiring Defendant to
21 cease the misleading Representations or reformulate the Products can address that prospective
22 harm.

23 58. Equitable relief is also necessary because legal remedies may prove inadequate to
24 provide complete relief, including restitution measured by the difference between the price Plaintiff
25 and the Class paid and the value of the Products as received, and disgorgement of the revenues
26 Defendant unfairly obtained, which are equitable remedies not necessarily coextensive with
27 damages.
28

59. Equitable relief is also appropriate because the statutes of limitations for the causes of action pled herein vary. The UCL and FAL's statute of limitations are four years — one year longer than the CLRA's statute of limitations. Thus, class members who purchased the Products more than three years before the filing of the complaint would be barred from recovery if equitable relief were not permitted under the UCL and FAL.

60. The scope of actionable misconduct under the FAL and UCL is also broader than under the other causes of action asserted herein. The FAL and UCL prohibit Defendant's fraudulent marketing scheme. Plaintiff's warranty and common-law claims, on the other hand, are more limited, focusing on the specific duties and obligations arising from Defendant's misrepresentations and omissions at the point of purchase. The UCL also creates a cause of action for violations of laws that do not themselves provide for a private cause of action — including the FTC's prohibition on unfair and deceptive acts in the advertising of consumer products.

CLASS ALLEGATIONS

61. Plaintiff brings this action on behalf of herself and all others similarly situated pursuant to Federal Rules of Civil Procedure 23(a), (b)(1), (b)(2), and (b)(3). The proposed classes are defined as (collectively, the "Classes"):

Nationwide Class: All persons in the United States who, during the maximum period of time permitted by law, purchased Defendant's Products for their personal use.

California Subclass: All persons in California who, during the maximum period of time permitted by the law, purchased Defendant's Products for their personal use.

Multi-State Consumer Protection Subclass: All persons who, during the maximum period of time permitted by law, purchased Defendant's Products in the states enumerated in Count IV below.

Multi-State Warranty Subclass: All persons who, during the maximum period of time permitted by law, purchased Defendant's Products in the states enumerated in Count V below.

62. The Classes do not include (1) Defendant, its officers, and/or directors; (2) the Judge and/or Magistrate to whom this case is assigned; (3) the Judge or Magistrate's staff and family; and (4) Plaintiff's counsel and Defendant's counsel.

63. Plaintiff reserves the right to amend the above class definitions and add additional classes and subclasses as appropriate based on investigation, discovery, and the specific theories of liability.

64. Numerosity: While the exact number of members of the Classes is unknown to Plaintiff at this time, and can only be determined by appropriate discovery, upon information and belief, members of the Classes number in the millions.

65. Existence and Predominance of Common Questions of Law and Fact: Common questions of law and fact exist as to all members of the Classes and predominate over any questions affecting only individuals of the Classes. These common questions include, but are not limited to:

(a) Whether the Products' Representations concerning their absence of artificial preservatives are false and misleading;

(b) Whether Defendant's Representations were material;

(c) Whether the Products contain manufactured citric acid;

(d) Whether the manufactured citric acid in the Products is artificial;

(e) Whether the manufactured citric acid in the Products functions as a preservative;

(f) Whether Defendant was unjustly enriched as a result of its unlawful conduct;

(g) Whether Plaintiff and the Classes have suffered damages and the amount thereof.

66. Typicality: The claims of the named Plaintiff are typical of the claims of other members of the Classes in that the named Plaintiff was exposed to Defendant's false and misleading Representations about the Products' absence of artificial preservatives, purchased a Product in reliance on those Representations, and suffered a loss as a result.

67. Adequacy: Plaintiff will fairly and adequately represent and protect the interests of the Classes. Plaintiff has no interests adverse to the interests of the members of the Classes and is committed to the vigorous prosecution of this action, and, to that end, has retained skilled and experienced counsel.

68. **Superiority:** A class action is superior to all other available methods for the fair and efficient adjudication of the claims asserted in this action under Federal Rule of Civil Procedure

23(b)(3) because the expense and burden of individual litigation makes it economically unfeasible for members of the Classes to seek redress other than through the procedure of a class action.

CAUSES OF ACTION

COUNT I

**Violation of California’s Consumers Legal Remedies Act
Cal. Civ. Code § 1750, *et seq.*
(On Behalf of the California Subclass)**

69. Plaintiff incorporates by reference each of the allegations contained in the foregoing paragraphs of this Complaint as if fully set forth herein.

70. Plaintiff brings this claim on behalf of herself and the California Subclass against Defendant.

71. Civil Code § 1770(a)(5) prohibits “[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have.”

72. Civil Code § 1770(a)(7) prohibits “[r]epresenting that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.”

73. Civil Code § 1770(a)(9) prohibits “advertising goods or services with intent not to sell them as advertised.”

74. Defendant profited from the sale of the falsely, deceptively, and unlawfully advertised Products to unwary consumers by making the Representations even though the Products contain manufactured citric acid, an artificial ingredient that functions as a preservative.

75. Defendant’s wrongful business practices constituted, and still constitute, a continuing course of conduct in violation of the CLRA.

76. On May 18, 2026, Plaintiff sent Defendant a pre-suit notice letter pursuant to Cal. Civ. Code § 1782. The letter was sent by certified mail, return receipt requested, provided notice of Defendant’s violations of the CLRA, Cal. Civ. Code § 1750, *et seq.*, the Song-Beverly Consumer Warranty Act, Cal. Civ. Code § 1790, *et seq.*, and Cal. Com. Code §§ 2313–2314, and demanded that Defendant correct the unlawful, unfair, false, and deceptive practices alleged herein. Defendant

failed to remedy the violations identified in the letter within 30 days of receipt. Accordingly, Plaintiff seeks actual, statutory, and punitive damages, restitution, injunctive relief, and attorneys' fees and costs under the CLRA pursuant to Cal. Civ. Code §§ 1780(a) and 1782(d).

COUNT II

**Violation of California's Unfair Competition Law ("UCL")
Cal. Bus. & Prof. Code § 17200, *et seq.*
(On Behalf of the California Subclass)**

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

78. Plaintiff brings this claim individually and on behalf of the members of the California Subclass against Defendant.

79. Defendant violated California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200–17210, *et seq.*, by engaging in unfair, fraudulent, and unlawful business practices.

80. The UCL prohibits unfair competition, defined to include "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." Cal. Bus. & Prof. Code § 17200. A business act or practice is "unlawful" if it violates any established state or federal law. A practice is unfair if it (1) offends public policy; (2) is immoral, unethical, oppressive, or unscrupulous; or (3) causes substantial injury to consumers. The UCL allows "a person who has suffered injury in fact and has lost money or property" to prosecute a civil action for violation of the UCL. Cal. Bus. & Prof. Code § 17204. Such a person may bring such an action on behalf of herself or others similarly situated who are affected by the unlawful and/or unfair business practice or act.

81. Defendant's acts, as described above, constitute unlawful, unfair, and fraudulent business practices pursuant to California Business & Professions Code §§ 17200, *et seq.*

82. Defendant violated the UCL's proscription against engaging in unlawful business practices through its violations of the FAL, Cal. Bus. & Prof. Code § 17500, *et seq.*; the CLRA, Cal. Civ. Code § 1770, *et seq.*; the Sherman Food, Drug, and Cosmetic Law, including without limitation Cal. Health & Safety Code §§ 110390, 110395, 110398, 110400, 110660, 110680,

1 110705, 110740, 110760, 110765, and 110770; and federal laws regulating the advertising and
2 labeling of food, including 21 U.S.C. § 343(a)(1) and (k) and 21 C.F.R. § 101.22(a)(5) and (j), and
3 Section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45(a), which prohibits unfair or
4 deceptive acts or practices in or affecting commerce.

5 83. Defendant has also violated the UCL's proscription against engaging in fraudulent
6 business practices by making the Representations.

7 84. Despite those Representations, however, the Products contain manufactured citric
8 acid, an artificial ingredient that functions as a preservative, contradicting the Representations.

9 85. Defendant has also violated the UCL's proscription against engaging in unfair
10 business practices. Defendant's acts, omissions, misrepresentations, practices and non-disclosures
11 as alleged herein also constitute "unfair" business acts and practices within the meaning of
12 Business & Professions Code § 17200, et seq., in that Defendant's conduct is substantially
13 injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and
14 unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such
15 conduct. There is no utility to misrepresenting the true composition of the Products or the absence
16 of artificial preservatives to the detriment of consumers. Furthermore, Defendant's false and
17 misleading Representations are detrimental to other prebiotic soda manufacturers that either do not
18 make similar claims, or if they do, they do not contradict them by adding artificial preservatives.
19 As such, Defendant's misrepresentations and omissions hurt both consumers and the prebiotic soda
20 market as a whole.

21 86. Plaintiff and the Classes suffered substantial injury by virtue of buying the Products
22 that they would not have purchased absent Defendant's unlawful, fraudulent, and unfair marketing,
23 advertising, and omissions about the inclusion of manufactured citric acid, an artificial ingredient
24 that functions as a preservative.

25 87. The gravity of the consequences of Defendant's conduct as described above
26 outweighs any justification, motive, or reason therefor, particularly considering the available legal
27 alternatives which exist in the marketplace. Such conduct is immoral, unethical, unscrupulous,
28

1 offends established public policy, or is substantially injurious to Plaintiff and the other members of
2 the Classes.

3 88. Plaintiff and the Classes could not have reasonably avoided their injury or known
4 that the Products' prominent online marketing was, in fact, inaccurate and contradicted by
5 ingredient information presented elsewhere in the listings. Furthermore, consumers do not possess
6 the specialized knowledge to discern whether listed citric acid is naturally extracted or industrially
7 manufactured, or whether it functions as a preservative. As such, they could not have reasonably
8 avoided the injury they suffered.

9 89. Pursuant to California Business and Professions Code § 17203, Plaintiff and the
10 California Subclass Members seek restitution, attorneys' fees, and all other relief that the Court
11 deems proper.

12 **COUNT III**
13 **Violation of California's False Advertising Law**
14 **Cal. Bus. & Prof. Code § 17500, et seq.**
15 **(On Behalf of the California Subclass)**

16 90. Plaintiff hereby incorporates the foregoing allegations as if fully set forth herein.

17 91. Plaintiff brings this claim on behalf of herself and the California Subclass against
18 Defendant.

19 92. Defendant's acts and practices, as described herein, have deceived and/or are likely
20 to continue to deceive members of the California Subclass and the public. As described throughout
21 this Complaint, Defendant represented that the Products contain " "No artificial flavors, colors, or
22 preservatives."

23 93. Despite those representations, however, the Products contain manufactured citric
24 acid, an artificial ingredient that functions as a preservative.

25 94. By its actions, Defendant has disseminated uniform advertising regarding the
26 Products across California and the U.S. The advertising was, by its very nature, unfair, deceptive,
27 untrue, and misleading within the meaning of Cal. Bus. & Prof. Code § 17500, et seq. Such
28 advertisements were intended to, and likely did, deceive the consuming public.

95. The above-described false, misleading, and deceptive advertising Defendant disseminated continues to have a likelihood to deceive in that Defendant affirmatively represented that the Products contain “No artificial flavors, colors, or preservatives.”

96. In making and disseminating these statements, Defendant knew, or should have known, that its advertising was untrue and misleading in violation of California law. Plaintiff and the members of the California Subclass based their purchasing decisions on Defendant’s materially false and misleading representations and warranties about the Products’ claimed absence of artificial preservatives. Plaintiff and the California Subclass were injured in fact and lost money and property as a result, in an amount to be proven at trial.

COUNT IV

Violation of State Consumer Protection Statutes (On Behalf of the Multi-State Consumer Protection Subclass)

97. Plaintiff hereby incorporates the foregoing paragraphs as if fully stated herein.

98. Plaintiff brings this claim individually and on behalf of the Multi-State Consumer Protection Subclass against Defendant.³²

99. Defendant’s acts and practices, as described herein, have deceived and/or are likely to continue to deceive members of the Multi-State Consumer Protection Subclass and the public.

³² While discovery may alter the following, Plaintiff asserts that the states with similar consumer fraud laws under the facts of this case include but are not limited to: Alaska Stat. § 45.50.471, et seq.; Ariz. Rev. Stat. § 44-1521, et seq.; Ark. Code § 4-88-101, et seq.; Colo. Rev. Stat. Ann. § 6-1-101, et seq.; Conn. Gen. Stat. Ann. § 42-110a, et seq.; Del. Code Ann. tit. 6, § 2513, et seq.; D.C. Code § 28-3901, et seq.; Fla. Stat. Ann. § 501.201, et seq.; Haw. Rev. Stat. § 480-2, et seq.; Idaho Code Ann. § 48-601, et seq.; 815 ILCS 505/1, et seq.; Ind. Code § 24-5-0.5-2, et seq.; Kan. Stat. Ann. § 50-623, et seq.; Ky. Rev. Stat. Ann. § 367.110, et seq.; Me. Rev. Stat. Ann. tit. 5, § 207, et seq.; Md. Code Ann., Com. Law § 13-301, et seq.; Mass. Gen. Laws ch. 93A, § 1, et seq.; Mich. Comp. Laws Ann. § 445.901, et seq.; Minn. Stat. § 325F.68, et seq.; Mo. Rev. Stat. § 407.010, et seq.; Neb. Rev. Stat. § 59-1601, et seq.; Nev. Rev. Stat. § 41.600, et seq.; N.H. Rev. Stat. § 358-A:1, et seq.; N.J. Stat. Ann. § 56:8-1, et seq.; N.M. Stat. Ann. § 57-12-1, et seq.; N.Y. Gen. Bus. Law § 349, et seq.; N.C. Gen. Stat. § 75-1.1, et seq.; N.D. Cent. Code § 51-15-01, et seq.; Ohio Rev. Code Ann. § 1345.01, et seq.; Okla. Stat. tit. 15, § 751, et seq.; Or. Rev. Stat. § 646.605, et seq.; 73 Pa. Stat. Ann. § 201-1, et seq.; R.I. Gen. Laws § 6-13.1-1, et seq.; S.D. Codified Laws § 37-24-1, et seq.; Tex. Bus. & Com. Code Ann. § 17.41, et seq.; Utah Code Ann. § 13-11-4, et seq.; Vt. Stat. Ann. tit. 9, § 2451, et seq.; Va. Code Ann. § 59.1-196, et seq.; Wash. Rev. Code § 19.86.010, et seq.; W. Va. Code § 46A-1-101, et seq.; Wis. Stat. § 100.18, et seq.; and Wyo. Stat. Ann. § 40-12-101, et seq.

As described throughout this Complaint, Defendant represented that the Products contain “No artificial flavors, colors, or preservatives.”

100. Despite those representations, however, the Products contain manufactured citric acid, an artificial ingredient that functions as a preservative.

101. The foregoing deceptive acts and practices were directed at consumers and are misleading in a material way because they fundamentally misrepresent the nature, composition, preservative content, and value of the Products.

102. Plaintiff and the Multi-State Consumer Protection Subclass seek to recover their actual damages, statutory damages, punitive damages, and reasonable attorneys’ fees and costs.

COUNT V

Breach of Express Warranty (On Behalf of the Multi-State Warranty Subclass)

103. Plaintiff hereby incorporates the foregoing paragraphs as if fully stated herein.

104. Plaintiff brings this claim individually and on behalf of the Multi-State Warranty Subclass against Defendant.³³

105. Plaintiff and the Multi-State Warranty Subclass Members formed a contract with Defendant at the time they purchased the Products. In the alternative, no privity of contract is required because Plaintiff and the Multi-State Warranty Subclass Members relied on Defendant’s written representations in Defendant’s official online listings, which Defendant intended consumers to review and rely upon.

³³ While discovery may alter the following, Plaintiff asserts that the states with similar express warranty laws under the facts of this case include, but are not limited to: Alaska Stat. § 45.02.313; Ariz. Rev. Stat. § 47-2313; Ark. Code § 4-2-313; Cal. Com. Code § 2313; Colo. Rev. Stat. § 4-2-313; Conn. Gen. Stat. § 42a-2-313; Del. Code Ann. tit. 6, § 2-313; D.C. Code § 28:2-313; Fla. Stat. § 672.313; Ga. Code § 11-2-313; Haw. Rev. Stat. § 490:2-313; Idaho Code § 28-2-313; 810 ILCS 5/2-313; Ind. Code § 26-1-2-313; Kan. Stat. Ann. § 84-2-313; Ky. Rev. Stat. Ann. § 355.2-313; Me. Rev. Stat. tit. 11, § 2-313; Mass. Gen. Laws ch. 106, § 2-313; Minn. Stat. § 336.2-313; Miss. Code Ann. § 75-2-313; Mo. Rev. Stat. § 400.2-313; Mont. Code Ann. § 30-2-313; Neb. U.C.C. § 2-313; Nev. Rev. Stat. § 104.2313; N.H. Rev. Stat. Ann. § 382-A:2-313; N.J. Stat. Ann. § 12A:2-313; N.M. Stat. Ann. § 55-2-313; N.Y. U.C.C. Law § 2-313; N.C. Gen. Stat. § 25-2-313; N.D. Cent. Code § 41-02-30; Ohio Rev. Code Ann. § 1302.26; Okla. Stat. tit. 12A, § 2-313; Or. Rev. Stat. § 72.3130; 13 Pa. Cons. Stat. § 2313; R.I. Gen. Laws § 6A-2-313; S.C. Code Ann. § 36-2-313; S.D. Codified Laws § 57A-2-313; Tenn. Code Ann. § 47-2-313; Tex. Bus. & Com. Code § 2.313; Utah Code Ann. § 70A-2-313; Vt. Stat. Ann. tit. 9A, § 2-313; Va. Code Ann. § 8.2-313; Wash. Rev. Code Ann. § 62A.2-313; W. Va. Code § 46-2-313; Wis. Stat. § 402.313; and Wyo. Stat. Ann. § 34.1-2-313.

106. The terms of the contract include the Representations that the Products contain “No artificial flavors, colors, or preservatives.”

107. These Representations constitute express warranties and became part of the basis of the bargain between Plaintiff and the Multi-State Warranty Subclass and Defendant.

108. As set forth above, Defendant breached its express warranties because the Products contain manufactured citric acid, an artificial ingredient that functions as a preservative.

109. Plaintiff provided Defendant with timely pre-suit notice of the breaches alleged herein.

110. Plaintiff and the Multi-State Warranty Subclass performed all conditions precedent to Defendant’s liability when they purchased the Products.

111. Plaintiff and the members of the Multi-State Warranty Subclass would not have purchased the Products had they known the true nature of the Products.

112. As a result, Plaintiff and each member of the Multi-State Warranty Subclass suffered financial damage and injury and are entitled to all damages, costs, interest, and fees, including attorneys’ fees, as allowed by law.

COUNT VI
Unjust Enrichment
(On Behalf of the Nationwide Class)

113. Plaintiff hereby incorporates the foregoing paragraphs as if fully stated herein.

114. Plaintiff brings this claim individually and on behalf of the Nationwide Class against Defendant under California law or, in the alternative, under the laws of the states in which the Nationwide Class members purchased the Products.

115. To the extent required, Plaintiff asserts this cause of action in the alternative to legal claims, as permitted by Rule 8.

116. Plaintiff and the Class Members conferred a benefit on Defendant in the form of the purchase money Defendant received from their purchases of the Products.

117. Defendant has been unjustly enriched in retaining the revenues derived from Plaintiff’s and the Class Members’ purchases of the Products, which retention is unjust and

1 inequitable because Defendant represented that the Products contained no artificial preservatives,
2 when they contained manufactured citric acid, an artificial ingredient that functions as a
3 preservative.

4 118. Plaintiff and the Class Members have suffered an injury in fact and have lost money
5 as a result of Defendant's unlawful conduct, and are entitled to restitution and disgorgement of all
6 profits Defendant unjustly retained.

7 **PRAYER FOR RELIEF**

8 119. WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,
9 seeks judgment against Defendant as follows:

10 (a) For an order certifying the Classes under Fed. R. Civ. P. 23 and naming Plaintiff as
11 representative of the Classes, and Plaintiff's Counsel as Class Counsel;

12 (b) For an order declaring that Defendant's conduct violates each of the statutes referenced
13 herein;

14 (c) For an order finding in favor of Plaintiff and the Classes on all counts asserted herein;

15 (d) For compensatory, statutory, and punitive damages in amounts to be determined by the
16 Court and/or jury;

17 (e) For prejudgment interest on all amounts awarded;

18 (f) For an order of restitution and all other forms of equitable monetary relief;

19 (g) For injunctive relief as pleaded or as the Court may deem proper; and

20 (h) For an order awarding Plaintiff's and the Classes' reasonable attorneys' fees and
21 expenses and costs of suit.

22 **JURY TRIAL DEMANDED**

23 Plaintiff demands a trial by jury on all claims so triable.

24 Dated: August 26, 2026

Respectfully submitted,

25 **GUCOVSKI LAW FIRM, PLLC.**

26 By: /s/ Adrian Gucovski

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