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Mildred Sevy

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

MILDRED SEVY, individually and on
behalf of a class of similarly situated
individuals,

Plaintiff,

v.

MARS, INCORPORATED; MARS
FOODS US, LLC,

Defendants.

Case No: **'26CV5697 H GC**

CLASS ACTION

**COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF**

DEMAND FOR JURY TRIAL

CLASS ACTION COMPLAINT

Plaintiff Mildred Sevy (“Plaintiff”), on behalf of herself and a class of similarly situated individuals defined below, brings this class action against Defendants Mars, Incorporated and Mars Foods US, LLC (collectively “Mars” or “Defendants”), based on Defendants’ false and deceptive advertising and labeling of their Seeds of Change Organic Quinoa, Brown & Red Rice product (“the Product”). Except as to allegations pertaining to Plaintiff individually, which are based on her personal knowledge, Plaintiff makes the following allegations based on the investigation by counsel and upon information and belief.

INTRODUCTION

1. This class action lawsuit arises out of Defendants’ use of deceptive labeling, marketing, and advertising techniques. The techniques were and are used to mislead consumers regarding the ingredients and nutritional value of Defendants’ Organic Quinoa, Brown & Red Rice product sold under the “Seeds of Change” brand. Those techniques include prominently displaying quinoa first in the Product’s name on the front of the package.

2. Over the past several decades, quinoa has become popular as a health food in the United States and in other Westernized countries. The demand for easy-to-grow, nutritious, gluten-free grain alternatives has grown dramatically. Quinoa is naturally gluten-free. It often is marketed as a “superfood” or “golden cereal” because it is nutrient-dense, contains antioxidant and anti-inflammatory plant compounds, and has high fiber and protein content.

3. Quinoa also may offer other health benefits, such as boosting digestive health, helping to control hunger, and lowering the risk of diabetes and colon cancer. Because of its many reported benefits, consumers seek out products made with or containing quinoa and are willing to pay a price premium for them.

4. Defendant Mars, Incorporated (“Mars, Inc.”) has a diverse portfolio of confectionary, food, and pet care products. Mars Food & Nutrition is a segment of

Mars, Inc. and creates, develops, and sells some of the world’s leading food brands, such as Ben's Original™, Masterfoods®, SEEDS OF CHANGE®, Tasty Bite®, foodspring™, and DOLMIO®.

5. Defendant Mars Food US, LLC (“Mars Food”) is a subsidiary and major U.S. food division of Mars, Inc. It produces popular everyday consumer food products, rice, and meal enhancers, focusing on ready-made meals, cooking aids, and sauces.

6. Defendants have created, marketed, and advertised the Seeds of Change Organic Quinoa, Brown & Red Rice product in a manner that deceives reasonable consumers, like Plaintiff, into believing that the Product primarily is made of and/or contains a substantial or meaningful amount of quinoa. “Quinoa” appears in large typeface on the front of the package. But contrary to the impression that that size and position create, a close look at the smaller print reveals that quinoa is listed as the fourth ingredient and comprises less than 2% of the Product.

7. Defendants’ false and misleading representations caused and continue to cause consumers economic harm because Plaintiff and the members of the proposed Class purchased and paid a price premium for the Seeds of Change Quinoa, Brown & Red Rice product based on Defendants’ misrepresentations concerning the composition, ingredients, and nutritional value of the Product.

8. Plaintiff seeks relief in this action individually and on behalf of all other similarly situated individuals who purchased the falsely and deceptively labeled Seeds of Change Organic Quinoa, Brown & Red Rice product during the statute of limitations period for violations of California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500, et seq., California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200, et seq., and California’s Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, et seq.

PARTIES

9. Plaintiff Mildred Sevy is an individual and a resident of Santee, California. Santee is located in San Diego County.

10. In the past two years, including at least in December 2024, December 2025, and January 2026, Plaintiff purchased the Seeds of Change Organic Quinoa, Brown & Red Rice product in Santee, California. When she purchased the Product Plaintiff read and relied on the statements on the front of the packaging, including the word “quinoa” prominently displayed prominently and first in the Product’s name. Plaintiff would not have purchased the Product at the price she paid, or at all, had she known that quinoa was not a substantial ingredient or the main ingredient in the Product.

11. Defendant Mars, Incorporated is a private Delaware corporation headquartered in McLean, Virginia. With a broad portfolio and an estimated \$48 billion in annual sales, Mars, Inc. produces and markets some of the world’s most recognized brands. Those brands include Ben’s Original™, Masterfoods®, DOLMIO®, CESAR®, CocoaVia®, DOVE®, EXTRA®, KIND®, M&M’s®, SNICKERS®, PEDIGREE®, ROYAL CANIN®, and WHISKAS®.

12. Defendant Mars Foods US, LLC is a Delaware limited liability company with its headquarters in Chicago, Illinois. Key brands for Mars Foods include Ben’s Original™, SEEDS OF CHANGE®, Kevin’s Natural Foods, and DOLMIO®.

13. Seeds of Change was founded in 1989 as a seed company specializing in organic agriculture. The company was acquired by Mars, Inc. in 1995. Seeds of Change currently operates under the Mars Food & Nutrition division, which is headquartered in Chicago, Illinois. In addition to offering a variety of garden seeds for planting, Seeds of Change launched its food products in the United States in 1997, when it began offering protein bowls and ready-made meals of rice and grain.

14. In 2009, Seeds of Change was among the first companies to make organic quinoa commercially available in the United States. The Organic Quinoa,

1 Brown & Red Rice product was introduced in 2015.¹

2 15. Defendants are the owners, controllers, and brand managers of the Seeds
 3 of Change brand. They are engaged in the business of formulating, marketing,
 4 advertising, distributing, and selling Seeds of Change products throughout the United
 5 States, including within California.

6 **JURISDICTION AND VENUE**

7 16. This Court has subject matter jurisdiction over this action under to 28
 8 U.S.C. § 1332(d) because it is a class action in which, on information and belief, the
 9 damages exceed \$5 million, exclusive of interests and costs; the number of class
 10 members exceeds 100; and at least one member of the Class is a citizen of a state
 11 different from Defendants.

12 17. This Court has personal jurisdiction over the parties because Defendants
 13 continuously and systematically conduct business in the State of California, including
 14 in this judicial district, and purposefully have availed themselves of the privilege of
 15 conducting their business ventures in the State of California. Likewise, Plaintiff's
 16 rights were violated in the State of California and arose out of her contacts with
 17 Defendants and purchases of their Product from within California.

18 18. Venue is proper in this Court under 28 U.S.C. § 1391 because a
 19 substantial part of the events or omissions giving rise to Plaintiff's claims occurred
 20 in this District in that Plaintiff purchased the Product in San Diego County.

21 **FACTUAL ALLEGATIONS**

22 **Health Benefits and Popularity of Quinoa**

23 19. Quinoa is a nutritious seed that provides a complete source of plant-
 24 based protein as well as key vitamins and minerals, including thiamin (vitamin B1),
 25 riboflavin (vitamin B2), vitamin B6, folate, iron, magnesium, phosphorus, and
 26 _____

27 ¹ Our Story; September 13, 2022 (available at
 28 <https://www.seedsofchange.com/articles-and-videos/our-story>) (last visited Oct. 1,
 2026).

manganese.² Different types of quinoa include red, black, and white.

20. Quinoa has gained in popularity because it is packed with nutrients, contains antioxidant and anti-inflammatory plant compounds, and is higher in fiber than many grains. Quinoa also is a complete protein and contains all nine essential amino acids, making it a great option for vegetarians and vegans.³

21. In addition to being a healthier alternative to white rice and white pasta, quinoa is naturally gluten-free. It serves as a safe and healthy grain alternative for people with celiac disease or gluten sensitivity.⁴ It also contains three to four more micronutrients than brown rice.

22. The many nutrients in quinoa can provide key health benefits, such as boosting digestive health, lowering the risk of colon cancer, helping to control hunger, controlling or lowering the risk of diabetes, managing blood pressure, lowering cholesterol, and benefiting overall cardiometabolic health. Various studies also suggest that eating quinoa and quinoa-based products may benefit blood sugar regulation, body weight, and triglyceride levels.⁵

23. Because of the many perceived health benefits of quinoa, which is often labeled and marketed as a “superfood” or “golden cereal,” quinoa often costs significantly more per pound than other grains. For example, quinoa can cost \$3.44 to \$5.99 per pound as compared to \$1.30 to \$3.50 per pound for long grain brown rice. At its extreme of \$5.99 per pound versus \$1.30 per pound, this reflects a 4.6-

² Cleveland Clinic, *The Health Benefits of Quinoa* (available at: <https://health.clevelandclinic.org/quinoa-benefits>) (last visited Sept. 15, 2026).

³ Kubala, J. and Gunnars, K., *8 Evidence-Based Health Benefits of Quinoa*, Healthline (updated Jun. 27, 2024) (available at: <https://www.healthline.com/nutrition/8-health-benefits-quinoa>) (last visited Sept. 15, 2026).

⁴ *Id.*

⁵ *Id.*

fold price difference.⁶

24. This price difference also is reflected in processed snacks. For example, a 5-ounce to 7-ounce bag of tortilla chips or brown rice crisps costs approximately \$2 to \$3. Quinoa puffs or quinoa crisps, on the other hand, cost approximately \$5 to \$6 for the same size bag, which reflects a \$2 to \$3 price premium.⁷

25. Market data suggests that consumers are highly susceptible to this pricing structure because of (1) the reputed nutritional density of quinoa and (2) the “healthy label” effect, under which consumers are willing to pay a price premium if a product features a “healthy” icon or emphasizes an ancient grain such as quinoa.⁸

26. Defendants used this well-known information regarding the higher cost and nutritional benefits of quinoa to induce Plaintiff and Class members to pay more for Defendants’ products, whether or not those products contained a meaningful amount of quinoa.

Seeds of Change Labeling and Product Packaging

27. Defendants manufacture, market, advertise, and sell various rice and grain food products under the Seeds of Change brand throughout the United States,

⁶ See, e.g. prices listed as of October 1, 2026 on walmart.com listing Great Value Natural Bown Long Grain Rice (32 oz.) for \$1.72 (5.4¢ per oz. / \$0.86 per lb.) (<https://www.walmart.com/ip/Great-Value-Natural-Brown-Long-Grain-Rice-32-oz/10898755>) as compared to Great Value Organic White Quinoa (16 oz.) for \$3.61 (22.6¢ per oz. / \$3.61 per lb.) (<https://www.walmart.com/ip/Great-Value-Organic-White-Quinoa-16-oz-Pieces-of-Quinoa/51258803>) (last visited October 1, 2026).

⁷ See, e.g. prices listed as of October 1, 2026 on nuts.com listing Puffed Brown Rice (16 oz.) for \$7.49 (\$0.47 per oz. / \$7.49 per lb.) (<https://nuts.com/products/puffed-brown-rice?variant=67344291463190>) as compared to Organic Quinoa Puffs (8 oz.) for \$11.49 (\$1.44 per oz. / \$22.98 per lb.) (<https://nuts.com/products/organic-quinoa-puffs?variant=67342603780118>) (last visited October 1, 2026).

⁸ See Vara, V., *Why We’re Willing To Pay More For Cereals With Ancient Grains*, The New Yorker (Oct. 24, 2014) (available at: <https://www.newyorker.com/business/currency/well-pay-ancient-grains-cheerios>) (last visited Oct. 2, 2026). See also Cornell Chronicle, *‘Organic’ food labels create perception of healthier fare* (Apr. 26, 2011) (available at: <https://news.cornell.edu/stories/2011/04/organic-food-label-imparts-health-halo-study-finds>) (last visited Oct. 2, 2026).

including California. Defendants sell their products on various websites and through popular retail grocers and other distributors.

28. The Seeds of Change rice and grain products include basmati rice, jasmine rice, brown rice, and quinoa, or some combination of those grains, with other ingredients and seasonings. At all relevant times, Defendants have marketed and sold their rice and grain products consistently and uniformly, including with respect to the ingredients and nutritional benefits of each product.

29. Advertising claims must have a reasonable basis before being disseminated. Further, under consumer protection laws and Food and Drug Administration (FDA) food labeling standards, the title or name of a product must represent accurately what is inside the package.

A. Seeds of Change Organic Quinoa, Brown & Red Rice Product

30. Defendants run afoul of that rule by deceptively naming, labeling, and advertising their Seeds of Change Organic Quinoa, Brown & Red Rice product.

31. The Product label describes it as a blend of quinoa, brown rice, and red rice with flaxseed added. A representative picture of the front of the Product packaging is seen below.



32. As can be seen from the image, the word “quinoa” is prominently displayed *first* in the name of the Product, with brown and red rice following *after* quinoa in the Product title.

33. With quinoa appearing first, reasonable consumers would expect that the Product primarily is made of and/or contains a substantial amount of quinoa, not only a negligible amount.

34. In truth, and contrary to the impression created by the name of the Product and by the front of the package, quinoa is not close to being a main ingredient. There is not even a meaningful amount of quinoa in the Product.

35. The ingredients list in fine print on the back of the package identifies quinoa as the fourth ingredient and comprises “less than 2%” of the overall Product along with brown flax seeds, sunflower oil, and salt. A representative picture of the back of the Product packaging, with the ingredients list magnified, is seen below.



INGREDIENTS: WATER, WHOLE GRAIN BROWN RICE*, RED RICE*, LESS THAN 2% OF: WHOLE GRAIN BLACK QUINOA*, BROWN FLAX SEEDS*, SUNFLOWER OIL*†, SALT. *ORGANIC. † ADDS A TRIVIAL AMOUNT OF SATURATED FAT.

36. The Product’s labeling and packaging clearly were designed and intended to make consumers believe that there was a substantial or significant amount of quinoa in the Product that would yield the health and nutritional benefits that consumers seek from quinoa products and would justify a premium price. In reality, there was a negligible amount of “whole grain black quinoa” in the Product. Defendants used false and misleading claims about a premium, expensive ingredient as a marketing hook while filling the bag with cheaper grains.

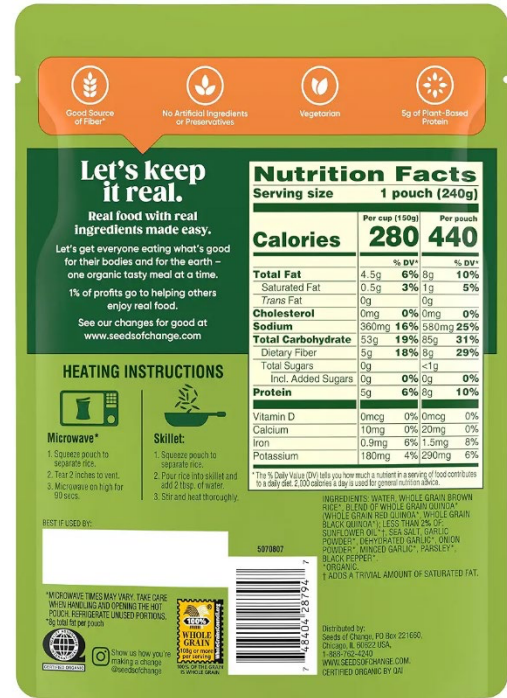
37. Plaintiff and the Class were misled by Defendants’ uniform misrepresentations on the front of the package, including the prominent display of “quinoa” first in the Product’s name, each and all of which which created the reasonable impression that the Product primarily is made of and/or contains a meaningful amount of quinoa when in reality it does not.

38. Plaintiff and members of the Class would not have purchased the Product, or would have paid less for it, had they known that quinoa comprised less than 2% of the Product.

B. Other Seeds of Change Products with Quinoa

39. The reasonableness of consumers’ belief in Defendants’ misrepresentations is supported by Defendants’ other Seeds of Change products that contain quinoa.

40. For example, the “Seeds of Change Organic Quinoa & Brown Rice with Garlic” product also prominently displays “quinoa” first in the product name. With that labeling, no reasonable consumer would expect quinoa makes up less than 2% of this product. The ingredients list is as follows: water, whole grain brown rice, *blend of whole grain quinoa (whole grain red and black quinoa)*, less than 2% sunflower oil, sea salt, garlic powder, onion powder, minced garlic, parsley, and black pepper. Representative pictures of the front and back of the packaging are seen below.



41. Similarly, the “Seeds of Change Organic Quinoa & Brown Rice with Garlic & Lentils” product contains more than 2% quinoa. The ingredients list states as follows: water, whole grain brown rice, lentils, *black quinoa*, *red quinoa*, and less than 2% of extra virgin olive oil, sea salt, garlic powder, onion powder, parsley, black pepper, sunflower oil. Representative pictures of the front and back of the packaging are shown below.



42. The “Seeds of Change Organic Quinoa & Brown Rice with Sea Salt” product also lists quinoa as one of the main ingredients and contains a meaningful, not negligible amount of quinoa. The ingredients for this product are listed as: water, long grain brown rice, *whole grain quinoa blend (red and black quinoa)*, with less than 2% sunflower oil and sea salt. Representative pictures of the front and back of the packaging are seen below.



43. All of these other products, all with quinoa listed prominently in their names, identified quinoa higher on their ingredients lists. Those products also contained a substantial or meaningful amount of quinoa, not only “less than 2%.”

44. As described above, Defendants’ labeling, marketing, and advertising of the Seeds of Change Organic Quinoa, Brown & Red Rice product represented and claimed, directly or indirectly, expressly or by implication, that the Product primarily is made of and/or contains a substantial or meaningful amount of quinoa.

45. As a result of those misrepresentations and the product packaging of

other Seeds of Change quinoa products, reasonable consumers have been misled into believing that the Product contains more than a negligible amount of quinoa. But in reality, the Product is less than 2% quinoa and is not worth the premium price Plaintiff and Class members paid for it.

Defendants' Knowledge of Falsity and Harm Caused

46. Defendants know, and/or reasonably should know, that their Product labeling and packaging have misled and are misleading consumers regarding the quinoa content and nutritional value of the Product. This is especially true in light of the composition and packaging of other Seeds of Change products containing quinoa.

47. Defendants' false and misleading labeling and packaging enable them to charge a higher price for their Seeds of Change Organic Quinoa, Brown & Red Rice product, despite it not containing a substantial or meaningful amount of quinoa. If Plaintiff and Class members had known that only a negligible amount of quinoa was in the Product, they would have paid less for the Product or would not have bought it at all.

48. Thus, Plaintiff and Class members have suffered a financial injury by paying a price premium that the Product commands in the market as a result of Defendants' false representations that the Product primarily is made of and/or contains a meaningful amount of quinoa.

Reasonable Consumer Standard

49. Consumers need clear, truthful information to make informed decisions, especially when choosing to pay a price premium for a product.

50. The "reasonable consumer" standard applies to FAL and UCL claims⁹, as well as to CLRA claims.¹⁰

51. A "reasonable consumer" is an ordinary consumer acting reasonably

⁹ *Kasky v. Nike, Inc.*, 27 Cal.4th 939, 950-951 (2002).

¹⁰ *Aron v. U-Haul Co. of California*, 143 Cal.App.4th 796, 806 (2006).

under the circumstances.¹¹ Such a consumer “need not be exceptionally ‘acute and sophisticated,’” nor must the consumer “necessarily be wary or suspicious of advertising claims.”¹²

52. To meet the reasonable consumer standard, “a plaintiff need only show that members of the public are likely to be deceived” by the defendant’s advertising.¹³ Members of the public are likely to be deceived by advertising that is false and by advertising that, “although true, is either actually misleading or...has a capacity, likelihood, or tendency to deceive or confuse the public.”¹⁴

53. As the U.S. Supreme Court has long recognized:

"Advertisements as a whole may be completely misleading although every sentence separately considered is literally true. This may be because things are omitted that should be said, or because advertisements are composed or purposefully printed in such way as to mislead. [Citations.] *That exceptionally acute and sophisticated readers might have been able by penetrating analysis to have deciphered the true nature of the contest's terms is not sufficient to bar findings of fraud by a factfinding tribunal. Questions of fraud may be determined in the light of the effect advertisements would most probably produce on ordinary minds.* [Citations.] *People have a right to assume that fraudulent advertising traps will not be laid to ensnare them. 'Laws are made to protect the trusting as well as the suspicious.* [Citation.]"¹⁵

54. Reasonable consumers are not expected to look beyond misleading

¹¹ *Skinner v. Ken's Foods, Inc.*, 53 Cal.App.5th 938, 948 (2020), citing *Colgan v. Leatherman Tool Group, Inc.*, 135 Cal.App.4th 663, 682 (2006).

¹² *Id.*, citing *Lavie v. Proctor & Gamble Co.*, 105 Cal.App.4th 496, 509-510 (2003).

¹³ *Colgan*, 135 Cal.App.4th at 682.

¹⁴ *Kasky*, 27 Cal.4th at 951.

¹⁵ *Donaldson v. Read Magazine*, 333 U.S. 178, 188-189 (1948) [emphasis added] (internal citations omitted).

misrepresentations on the front of a package to discover truths in small print on the back.¹⁶ Further, reasonable consumers are not required to be “versed in the art of inspecting and judging a product.”¹⁷ Consumers also are not required to undertake an investigation and make a one-to-one comparison of various competing products.¹⁸

55. As courts have held, it is “*an untenable position*” that “*the hypothetical ‘reasonable consumer’* would, as a matter of law, examine the makeup of a [product]; that such a consumer would not rely upon the expertise of pharmacologists and doctors but *would instead analyze the various concentrations of [ingredients] in each [product] and draw a personal conclusion* about which ingredients he/she needed.”¹⁹

56. Representations “may not be misleading in isolation, but are deceptive when considering the package and advertisement as a whole.”²⁰ Thus, a “perfectly true statement couched in such a manner that it is likely to mislead or deceive the consumer, such as by failure to disclose other relevant information, is actionable.”²¹

Equitable Relief

57. As a result of Defendants’ unlawful business practices, and the harm caused to Plaintiff and Class members, Defendants should be required to pay for all damages and/or restitution. Monetary compensation alone, however, is insufficient

¹⁶ *Williams v. Gerber Prods. Co.*, 552 F.3d 934, 939 (9th Cir. 2008).

¹⁷ *Skinner*, 53 Cal.App.5th at 949, citing *Colgan*, 135 Cal.App.4th at 682.

¹⁸ *Homeland Housewares, LLC v. Euro-Pro Operating LLC*, 2014 U.S. Dist. LEXIS 117587, at *8-9 (C.D. Cal. 2014).

¹⁹ *Brady v. Bayer Corp.*, 26 Cal.App.5th 1156, 1160 (2018).

²⁰ *Mullins v. Premier Nutrition Corp.*, 178 F.Supp.3d 867, 889 (N.D. Cal. 2016). See also *Bruton v. Gerber Prods. Co.*, 2017 U.S. App. LEXIS 12833, at *3 (9th Cir. 2017) (noting that “even technically correct labels can be misleading”); *Lima v. Gateway, Inc.*, 710 F.Supp.2d 1000, 1007 (C.D. Cal. 2010) (holding that statements “cannot be considered in isolation because they contribute to the deceptive context of the advertising as a whole”).

²¹ *Day v. AT&T Corp.*, 63 Cal.App.4th 325, 332-333 (1998); *Aron*, 143 Cal.App.4th at 807.

to remedy the ongoing harm caused to Plaintiff and Class members who are unaware of Defendants' deceptive conduct and will continue purchasing the Product, reasonably but incorrectly believing that they are purchasing a product containing a substantial or meaningful amount of quinoa. Accordingly, injunctive relief requiring Defendants to cease their false and deceptive labeling practices regarding the Seeds of Change Organic Quinoa, Brown & Red Rice product is necessary and appropriate.

58. At this early stage, Plaintiff does not know whether the Court will accept a model for legal damages or other remedies that Plaintiff will proffer at the appropriate time in the future, nor does Plaintiff know whether the Court will find that any such model or other remedy adequately compensates Plaintiff's and the Class's losses or other harms. Plaintiff therefore sets forth alternate theories of legal damages and equitable restitution.

59. As described in this Complaint, Defendants' material misrepresentations on the packaging of their Seeds of Change Organic Quinoa, Brown & Red Rice product are ongoing and represent an ongoing deception to Plaintiff and consumers who are subjected to Defendants' misleading and false representations. Thus, on behalf of herself, the Class, and the general public, Plaintiff seeks an injunction prohibiting Defendants from the marketing and packaging of the Seeds of Change Organic Quinoa, Brown & Red Rice product with the misleading and false representations described in this Complaint.

CLASS ACTION ALLEGATIONS

60. As detailed above, Defendants used deceptive marketing, advertising, and product labeling techniques and practices. Defendants' customers uniformly are impacted by and exposed to that misleading and deceptive conduct.

61. Plaintiff brings this action under Federal Rule of Civil Procedure 23 on behalf of herself and the Class defined as follows:

All California residents who purchased the Seeds of Change Organic Quinoa, Brown & Red Rice product for a non-commercial use at any time during the

1 applicable limitations period preceding the filing of the Complaint in this
2 matter and through and including the date of resolution.

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

9 63. The Class that Plaintiff seeks to represent contains numerous members
10 and is ascertainable. Plaintiff reserves the right to amend or modify the class
11 definition and/or to add subclasses or limitations to particular issues.

12 64. By its unlawful actions, Defendants have violated California Business
13 & Professions Code §§ 17200, *et seq.* and 17500, *et seq.* and California Civil Code §
14 1770. The questions raised are, therefore, of common or general interest to the Class
15 members, who have a well-defined community of interest in the questions of law and
16 fact raised in this action.

17 **Numerosity**

18 65. Based on information and belief, the Class consists of at least 100
19 individuals because the Product is sold throughout the State of California in retail
20 stores and online. While the precise number of Class members and their identities
21 are unknown, the number of individuals who purchased the Product during the
22 relevant time period is at least in the hundreds, making joinder of individual cases
23 impracticable.

24 **Typicality**

25 66. Plaintiff's claims are typical of the claims of all of the other members of
26 the Class. Plaintiff's claims and Class members' claims are based on the same legal
27 theories and arise from the same uniform unlawful conduct, resulting in the same
28 injury to Plaintiff and to all of the other Class members.

Common Questions of Law and Fact

67. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class members. Those common questions of law and fact include, without limitation, the following:

- a. Whether Defendants misrepresented material facts and/or failed to disclose material facts in connection with the manufacturing, packaging, marketing, distribution, and sale of the Seeds of Change Organic Quinoa, Brown & Red Rice product;
- b. Whether Defendants' labeling, marketing, advertising, and packaging of the Seeds of Change Organic Quinoa, Brown & Red Rice product are misleading and/or likely to deceive reasonable consumers;
- c. Whether Defendants' labeling, marketing, advertising, and packaging of the Seeds of Change Organic Quinoa, Brown & Red Rice product constitute false or deceptive advertising;
- d. Whether Defendants engaged in unfair, unlawful and/or fraudulent business practices;
- e. Whether Defendants' labeling, marketing, advertising, and packaging of the Seeds of Change Organic Quinoa, Brown & Red Rice product caused Plaintiff and the Class to suffer economic harm;
- f. Whether Defendants violated California Business & Professions Code §§ 17200, *et seq.*;
- g. Whether Defendants violated California Business & Professions Code §§ 17500, *et seq.*;
- h. Whether Defendants violated California Civil Code § 1770;
- i. Whether Defendants' unlawful conduct, as alleged herein, was intentional and knowing;

j. Whether Plaintiff and the Class are entitled to damages, restitution, and/or other remedies and, if so, the appropriate measure(s);

k. Whether Plaintiff and the Class are entitled to injunctive relief; and

l. Whether Plaintiff and the Class are entitled to an award of reasonable attorneys' fees, interest, and costs of suit.

68. Defendants have 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 Class. Similar or identical statutory violations, business practices, and injuries are involved. The injuries sustained by proposed Class members flow, in each instance, from a common nucleus of operative fact, namely, Defendants' deceptive labeling, packaging, and advertising of the Seeds of Change Organic Quinoa, Brown & Red Rice product. Each instance of harm suffered by Plaintiff and Class members has resulted directly from a single course of unlawful conduct. Individual questions, if any, pale in comparison to the numerous common questions presented in this action.

69. Defendants have acted, or failed to act, on grounds generally applicable to Plaintiff and the Class, supporting the imposition of uniform relief to ensure compatible standards of conduct toward Class members.

Adequacy

70. Plaintiff fairly and adequately will represent and protect the interests of the other members of the Class. Plaintiff has retained counsel with substantial experience in prosecuting complex litigation and class actions. Plaintiff and her counsel are committed to prosecuting this action vigorously on behalf of the Class members and have the financial resources to do so. Neither Plaintiff nor her counsel have any interests adverse to those of the other Class members.

Superiority

71. Because the monetary damages suffered by individual Class members are relatively small, the expense and burden of individual litigation make it impossible for individual Class members to seek redress for the wrongful conduct described in this Complaint. If class treatment of these claims is not available, Defendants likely will continue their wrongful conduct, unjustly retain improperly obtained revenues, and otherwise escape responsibility for their wrongdoing.

72. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual litigation of the claims of all Class members is impracticable and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Even if every individual Class member could afford individual litigation, the court system could not. It would be unduly burdensome to the courts if individual litigation of the numerous cases were to be required. Individualized litigation also would present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same factual issues. By contrast, the conduct of this action as a class action with respect to some or all of the issues will present fewer management difficulties, conserve the resources of the court system and the parties, and protect the rights of each Class member. Further, it will prevent the very real harm that would be suffered by numerous putative Class members who simply will be unable to enforce individual claims of this size on their own, and by Defendants' competitors, who otherwise will be placed at a competitive disadvantage as their punishment for obeying the law. Plaintiff anticipates no difficulty in the management of this case as a class action.

73. The prosecution of separate actions by individual Class members may create a risk of adjudications with respect to them that would, as a practical matter,

be dispositive of the interests of other Class members not parties to those adjudications or that would substantially impair or impede the ability of those non-party Class members to protect their interests. The prosecution of individual actions by Class members also would run the risk of establishing inconsistent standards of conduct for Defendants.

FIRST CAUSE OF ACTION

Violations of False and Misleading Advertising Law (California Bus. & Prof. Code §§ 17500, *et seq.*)

74. Plaintiff incorporates each allegation set forth above as if fully set forth herein and further alleges as follows.

75. California's False Advertising Law("FAL"), California Business & Professions §§ 17500, *et seq.*, makes it unlawful for any person "with intent directly or indirectly to dispose of real or personal property or to perform services, professional or otherwise, . . . to make or disseminate or cause to be made or disseminated before the public in this state, or to make or disseminate or cause to be made or disseminated from this state before the public in any state, in any newspaper or other publication, or any advertising device...or in any other manner or means whatever, including over the Internet, any statement, concerning that real or personal property or those services, professional or otherwise, or concerning any circumstance or matter of fact connected with the proposed performance or disposition thereof, which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading. . . ."

76. In their naming, labeling, marketing, advertising, packaging, and selling of the Seeds of Change Organic Quinoa, Brown & Red Rice product, Defendants made, and continue to make, false and misleading statements in order to induce consumers to purchase the Product on a false premise, all in violation of California Business & Professions Code §§ 17500, *et seq.*

77. Defendants' labeling, marketing, and advertising, including prominently displaying "quinoa" first in the Product's name on the front of the package,

represented and claimed, directly or indirectly, expressly or by implication, that the Seeds of Change Organic Quinoa, Brown & Red Rice product primarily is made of and/or contains a substantial or meaningful amount of quinoa.

78. Despite being listed first in the name of the Product, the Product's ingredient list on the back of the package identifies quinoa as the fourth ingredient and comprising less than 2% of the overall ingredients that make up the Product. In essence, Defendants used a premium, expensive ingredient as a marketing hook while filling the bag with cheaper grains.

79. Defendants are engaging and have engaged in the deceptive conduct alleged above to induce the public to purchase the Product. In their naming, labeling, marketing, advertising, packaging, and selling of the Seeds of Change Organic Quinoa, Brown & Red Rice product, Defendants knew or should have known through the exercise of reasonable care that their statements and representations on the front of the package regarding the quinoa content and nutritional value of the Product were and are false and/or misleading.

80. As alleged above, Plaintiff and the Class were misled into purchasing the Product by Defendants' false and/or misleading naming, labeling, marketing, advertising, and packaging of the Seeds of Change Organic Quinoa, Brown & Red Rice product. In particular, Plaintiff and the Class were misled by Defendants' uniform misrepresentations on the front of the package that the Product primarily is made of and/or contains a substantial or meaningful amount of quinoa when in reality it does not.

81. Further, Defendants' use of various forms of labeling, marketing, advertising, packaging, and selling, including prominently displaying "quinoa" first in the Product's name on the front of the package, has deceived and is likely to continue to deceive the consuming public in violation of California Business & Professions Code §§ 17500, *et seq.* No reasonable consumer would be willing to purchase and pay a price premium for a product that is mostly brown and red rice that

1 contains only a minimal or trace amount of quinoa.

2 82. Plaintiff and the Class have suffered injury-in-fact and have lost money
3 as a result of Defendants' false and misleading representations. Indeed, Plaintiff and
4 the Class purchased the Product and paid a price premium *because of* Defendants'
5 representations and implications that the Product primarily is made of and/or contains
6 a substantial or meaningful amount of quinoa. Plaintiff and members of the Class
7 would not have purchased the Product, or would have paid less for it, if they had
8 known that quinoa comprised less than 2% of the Product.

9 83. As a result of Defendants' false advertising, Defendant have obtained
10 and continue unlawfully to obtain money from Plaintiff and Class members. Plaintiff
11 therefore requests that the Court cause Defendants to restore that fraudulently
12 obtained money to her and to members of the Class, to disgorge profits Defendants
13 made on these transactions, and to enjoin Defendants from violating the FAL.
14 Otherwise, Plaintiff and Class members may be harmed irreparably and/or denied an
15 effective and complete remedy.

16 84. Plaintiff's success in this action will enforce important rights affecting
17 the public interest and, in that regard, Plaintiff sues on behalf of the proposed Class
18 as well as on behalf of herself and the general public.

19 85. Injunctive relief is necessary and appropriate to prevent Defendants
20 from repeating or continuing their wrongful business practices alleged above.

21 86. Plaintiff and Class members have no adequate remedy at law and
22 therefore are entitled to restitution, disgorgement, and/or the imposition of a
23 constructive trust to recover the amounts of Defendants' ill-gotten gains, and/or other
24 sums as may be just and equitable.

25 87. Plaintiff takes upon herself enforcement of these laws and lawful claims.
26 There is a financial burden incurred in pursuing this action and it would be against
27 the interests of justice to penalize Plaintiff by forcing her to pay attorneys' fees from
28 the recovery in this action. Therefore, an award of attorneys' fees is appropriate

1 under California Code of Civil Procedure § 1021.5.

2 **SECOND CAUSE OF ACTION**

3 **Violations of Unfair Competition Law**

4 (Violations of California Bus. & Prof. Code §§ 17200, *et seq.*)

5 88. Plaintiff incorporates each allegation set forth above as if fully set forth herein and further alleges as follows.

6 89. California's Unfair Competition Law ("UCL"), Business & Professions Code §§ 17200, *et seq.*, prohibits unfair competition in the form of any unlawful, unfair, deceptive, or fraudulent business act or practice, including unfair, deceptive, untrue, or misleading advertising.

7 90. Under the UCL, a business act or practice is "unlawful" if it violates any established state or federal law. Defendants' false and misleading advertising and labeling of the Product was and continues to be "unlawful" because it violates, inter alia, the CLRA and FAL. As a result of their unlawful business acts and practices, Defendants have unlawfully obtained money from Plaintiff and Class members.

8 91. Under the UCL, a practice is "unfair" if the conduct offends an established public policy or is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers, as the benefits of committing such acts or practices are outweighed by the gravity of the harm to the alleged victims. Defendants' conduct was and continues to be of no benefit to purchasers of the Product, as it is misleading, unfair, unlawful, and injurious to consumers who rely on the labeling and packaging of the Product. Deceiving consumers into believing the Product primarily is made of and/or contains a substantial or meaningful amount of quinoa and has the corresponding nutritional value and health benefits when it does not, is of no benefit – and is substantially injurious – to consumers. As a result of their unfair business acts and practices, Defendants unfairly have obtained and continue unfairly to obtain money from Plaintiff and Class members.

9 92. Under the UCL, a business act or practice is "fraudulent" if it actually deceives or is likely to deceive members of the consumer public. Defendants'

1 conduct was and continues to be fraudulent because it has the effect of deceiving
2 consumers into believing that the Product contains a substantial or meaningful
3 amount of quinoa as the name on the front of the package suggests. As a result of
4 their fraudulent business acts and practices, Defendants have obtained and
5 fraudulently continue to obtain money from Plaintiff and Class members.

6 93. Plaintiff has standing to pursue this claim as she has suffered an injury
7 in fact and has lost money or property as a result of Defendants' actions as described
8 herein. In particular, Plaintiff purchased and paid a price premium for the Product
9 and, in doing so, relied on Defendants' false and misleading representations of
10 material facts as described herein. Had Defendants disclosed to Plaintiff and the
11 Class that the Product did not contain the significant amount of quinoa that the name
12 suggests, Plaintiff would not have purchased the Product or would have paid less for
13 it.

14 94. Defendants' conduct in naming, labeling, marketing, advertising,
15 packaging, and selling the Product violates, among other statutes, the California False
16 Advertising Law (California Business & Professions Code §§ 17500, *et seq.*) and the
17 California Consumers Legal Remedies Act (California Civil Code §§ 1750, *et seq.*)
18 and is likely to deceive reasonable consumers. No reasonable consumer would be
19 willing to purchase and pay a price premium for a product that is mostly brown and
20 red rice with a minimal or trace amount of quinoa.

21 95. Defendants are aware that the claims and representations that they make
22 about the Product are deceptive, false, and misleading. Defendants are aware of and
23 count on the reality that consumers shop for products that are considered
24 "superfoods" and have beneficial health benefits.

25 96. The violations of those laws and the acts and practices described in this
26 Complaint constitute unlawful, unfair, deceptive, and fraudulent business acts and
27 practices and unfair competition within the meaning of California Business &
28 Professions Code §§ 17200, *et seq.*

97. As a direct and proximate result of those acts and practices, Defendants have received and continue to hold as ill-gotten gains money and property belonging to Plaintiff and the Class, in that Defendants have profited in those amounts from their unlawful, unfair, deceptive, and fraudulent business acts and practices.

98. California Business & Professions Code § 17203 provides that the Court may restore to any person in interest any money or property which may have been acquired by means of unfair, deceptive, and fraudulent business acts and practices and may order restitution by Defendants to Plaintiff for the practices alleged in this Complaint. Plaintiff and putative Class members are entitled under California Business & Professions Code §§ 17203 and 17208 to restitution and restoration of all ill-gotten money and property belonging to Plaintiff and the Class.

99. Plaintiff's success in this action will enforce important rights affecting the public interest and, in that regard, Plaintiff sues on behalf of the proposed Class as well as on behalf of herself and the general public.

100. Plaintiff requests that the Court enjoin Defendants from violating the UCL as described herein. Injunctive relief is necessary and appropriate to prevent Defendants from repeating or continuing their wrongful business practices that are alleged above.

101. Plaintiff takes upon herself the enforcement of these laws and lawful claims. There is a financial burden incurred in pursuing this action and it would be against the interests of justice to penalize Plaintiff by forcing her to pay attorneys' fees from the recovery in this action. Therefore, an award of attorneys' fees is appropriate under California Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

Violations of Consumer Legal Remedies Act (Violations of California Civil Code §§ 1750, *et seq.*)

102. Plaintiff incorporates each allegation set forth above as if fully set forth herein and further alleges as follows.

103. Plaintiff brings this claim individually and on behalf of the Class against

Defendants under California’s Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et seq.*

104. At all relevant times, Plaintiff and Class members were and are “consumers” as defined in California Civil Code § 1761(d).

105. At all relevant times, each Defendant was and is a “person” as defined in California Civil Code § 1761(c).

106. At all relevant times, Defendants’ Seeds of Change Organic Quinoa, Brown & Red Rice product was and is within the meaning of “goods” as defined in California Civil Code § 1761(a).

107. At all relevant times, the purchases of Defendants’ Seeds of Change Organic Quinoa, Brown & Red Rice product by Plaintiff and Class members have constituted and continue to constitute “transactions” as defined in California Civil Code § 1761(e).

108. California Civil Code § 1770(a)(5) prohibits “[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not have” Defendants violated and continue to violate California Civil Code § 1770(a)(5) by their representations and actions in deceiving consumers into thinking that the Product has characteristics and ingredients (i.e., contains a substantial or meaningful amount of quinoa) that it does not have.

109. California 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.” Defendants violated and continue to violate California Civil Code § 1770(a)(7) by their representations and actions in deceiving consumers into thinking that the Product has characteristics and ingredients (i.e., contains a substantial or meaningful amount of quinoa) that it does not have. Defendants’ conduct constitutes unfair methods of competition and unfair or fraudulent acts or practices in that Defendants misrepresent the particular standard, quality, or grade of the Product.

110. California Civil Code § 1770(a)(9) prohibits “[a]dvertising goods or services with intent not to sell them as advertised.” Defendants violated and continue to violate California Civil Code § 1770(a)(9) by their actions in advertising a product that purportedly contains a substantial or meaningful amount of quinoa when, in reality, quinoa comprises less than 2% of the Product.

111. California Civil Code § 1770(a)(16) prohibits “[r]epresenting that the subject of a transaction has been supplied in accordance with a previous representation when it has not.” By prominently displaying “quinoa” first in the Product’s name on the front of the package, Defendants are making ongoing misrepresentations that the Product primarily is made of and/or contains a substantial or meaningful amount of quinoa. By making these false and misleading representations, Defendants violated and continue to violate California Civil Code § 1770(a)(16).

112. Defendants’ false and misleading representations were uniform and made with the intent to deceive Plaintiff and the Class and deprive them of their legal rights and money. Plaintiff and Class members acted reasonably when they purchased the Product on the belief that Defendants’ representations regarding the quinoa content and nutritional value of the Product were true and lawful.

113. At all relevant times, Defendants knew or reasonably should have known that the Product’s labeling and packaging are false and deceptive, and that Plaintiff and other Class members reasonably and justifiably would rely on them when purchasing the Product. Nonetheless, Defendants persisted in prominently displaying “quinoa” first in the Product’s name on the front of the package in order to deceive consumers into believing that they were and are buying and consuming a product made with a substantial or meaningful amount of quinoa.

114. Plaintiff and Class members justifiably have relied on Defendants’ misleading representations when purchasing the Seeds of Change Organic Quinoa, Brown & Red Rice product. Moreover, based on the materiality of Defendants’

misleading and deceptive conduct, reliance may be presumed or inferred for Plaintiff and Class members.

115. Plaintiff and Class members have suffered and continue to suffer injuries caused by Defendants because Plaintiffs and Class members would have paid less for the Product, or would not have purchased it at all, had they known that the Product contained only minimal or trace amounts of quinoa.

116. Under California Civil Code § 1780(a), Plaintiff and the Class seek injunctive and equitable relief for Defendants' violations of the CLRA.

117. Attached hereto as Exhibit 1 is the declaration of venue required by California Civil Code § 1780(d).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and members of the Class, pray for the following relief:

- a. An order certifying the Class, appointing Plaintiff Mildred Sevy as the representative of the Class, and appointing counsel for Plaintiff as lead counsel for the Class;
- b. An order enjoining Defendants from engaging in the acts and practices complained of in this complaint;
- c. Disgorgement of profits and restitution and restoration of all costs incurred, sums or property unlawfully withheld, and losses caused by the acts and practices that violated California Business & Professions Code §§ 17500, *et seq.*;
- d. Disgorgement of profits and restitution and restoration of all costs incurred, sums or property unlawfully withheld, and/or losses caused by the acts and practices that violated California Business & Professions Code §§ 17200, *et seq.*;
- e. Equitable relief arising from the acts and practices that violated California Civil Code § 1770;

- 1 f. Damages as permitted by California Civil Code §§ 1780 and 1782(d);
2 g. Payment of costs of the suit;
3 h. Payment of attorneys' fees and costs under California Code of Civil
4 Procedure § 1021.5 and California Civil Code § 1780(e);
5 i. An award of pre- and post-judgment interest to the extent allowed by
6 law; and
7 j. Such other or further relief as the Court may deem proper.
8

9 Respectfully submitted,
10 Dated: October 5, 2026 **KELLER GROVER LLP**

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JURY DEMAND

Plaintiff requests a trial by jury of all claims that can be so tried.

Dated: October 5, 2026

Respectfully submitted,
KELLER GROVER LLP

By: /s/ Eric A. Grover
ERIC A. GROVER
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