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***pro hac vice application forthcoming*

Attorneys for Plaintiff and the Putative Classes

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Sergio Ayala, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

Jackson's Food Company, LLC,

Defendant.

Case No.:

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 Plaintiff Sergio Ayala (“Plaintiff”), on behalf of himself and all others
2 similarly situated, brings this class action against Defendant Jackson’s Food
3 Company, LLC (“Defendant”) based upon personal knowledge as to himself, and
4 upon information, investigation and belief of his counsel.
5

6 **INTRODUCTION**

7
8 1. This class action seeks to challenge Defendant’s false and deceptive
9 practices in the marketing and sale of several of its products, which are marketed as
10 made entirely with avocado oil.
11

12 2. Specifically, Defendant has sold and marketed the Products (fully
13 defined in Paragraph 12, below) with the phrase “ALWAYS WITH AVOCADO
14 OIL” (the “Avocado Oil Representation”), representing to consumers that its
15 Products are made entirely with avocado oil.
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17 3. Despite the Avocado Oil Representation, and unbeknownst to
18 consumers, the Products are not made entirely with avocado oil. Instead, the
19 Products are adulterated with cheaper seed oils.
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21 4. Plaintiff and other consumers purchased the Products and paid a
22 premium price based upon their reliance on the Avocado Oil Representation. Had
23 Plaintiff and other consumers been aware that the Avocado Oil Representation was
24 false, they would not have purchased the Products or would have paid significantly
25 less for them. Accordingly, Plaintiff and Class members have been injured by
26 Defendant’s deceptive business practices.
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JURISDICTION AND VENUE

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

6. This Court has general personal jurisdiction over Defendant because it conducts and transacts substantial business in California, and intentionally and purposefully placed the Products into the stream of commerce within California.

7. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District. Namely, Plaintiff purchased one of the Products in this District.

PLAINTIFF

8. Plaintiff is a citizen of the United States and the State of California, and he currently resides in Pomona, California. In or around May 2026, Plaintiff purchased the Jackson's Avocado Oil Sweet Potato Chips Product from a Sprouts store in Pomona, California. Based on the Product's Avocado Oil Representation, Plaintiff reasonably believed that the Product was made entirely with avocado oil. Had he known that the Product was not made entirely with avocado oil, he would not have purchased it, or would have paid significantly less for it.

1 9. Despite Defendant's misrepresentation, Plaintiff would purchase the
2 Products, as advertised, if they were actually made entirely with avocado oil.
3 Although Plaintiff regularly shops at various retail stores that carry the Products,
4 absent an injunction of Defendant's deceptive advertising, he will be unable to rely
5 with confidence on Defendant's advertising of the Products in the future.
6 Furthermore, while Plaintiff currently believes that the Products are not made
7 entirely with avocado oil, he lacks personal knowledge as to Defendant's specific
8 business practices, and thus, he will not be able to determine whether the Products
9 truly will accurately reflect their advertising. This leaves doubt in his mind as to the
10 possibility that at some point in the future the Products could be made in accordance
11 with the Avocado Oil Representation. This uncertainty, coupled with his desire to
12 purchase the Products, is an ongoing injury that can and would be rectified by an
13 injunction enjoining Defendant from making the alleged misleading representation.
14 In addition, other Class members will continue to purchase the Products, reasonably
15 but incorrectly, believing that the Products are made entirely with avocado oil.

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21 **DEFENDANT**

22 10. Defendant Jackson's Food Company, LLC is a Wisconsin limited
23 liability company with its principal place of business in Muskego, Wisconsin.
24 Defendant operates the Jackson's brand which sells a variety of chips and snacks,
25 including the Products challenged in this Complaint. Defendant sells the Products
26 throughout California, including in this District.
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FACTUAL ALLEGATIONS

11. Defendant is responsible for the formulation, manufacturing, marketing, labeling, advertising, distribution and sale of Jackson's branded products, which are sold in retail stores across the United States as well as directly on Defendant's website.

12. The Products at issue in this case are the Jackson's Avocado Oil Sweet Potato Chips and Jackson's Kettle Cooked Sea Salt Potato Chips Only with Avocado Oil (collectively, the "Products").

13. Defendant has labeled each Product with the phrase "ALWAYS WITH AVOCADO OIL," representing to consumers that its Products are made entirely with avocado oil. The Products are depicted below:

1 14. However, despite the Avocado Oil Representation, the Products are not
2 made entirely with avocado oil. Instead, the Products are adulterated with cheaper
3 seed oils.
4

5 15. Independent scientific testing confirms that the Products are not made
6 entirely with avocado oil. In 2026, researchers at the University of California, Davis,
7 Department of Food Science and Technology and the University of California
8 Agriculture and Natural Resources published a peer-reviewed study (the “Study”)
9 of the authenticity of avocado oil used as an ingredient in commercially processed
10 foods.¹ A true and correct copy of the Study is attached hereto as Exhibit A (“Ex.
11
12 A”).
13

14 16. The Study set out to determine whether processed foods, including
15 chips, mayonnaise and salad dressings, that claim to contain avocado oil as the sole
16 oil ingredient in fact contain the oil declared on the label. *Id.* Only products that
17 declared a single edible oil (e.g., avocado oil) in the ingredients, and that did not list
18 any additional edible oils, were included. Across all categories the Study analyzed
19
20 74 samples. *Id.* The Study tested 28 avocado oil–labeled chip samples, consisting of
21 two separate production lots of each of 14 different avocado oil–labeled chip
22 products. *Id.* The products were purchased in 2025 and 2026 from retail stores in
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27 ¹ Natalie Lopez-Alvarez et al., *Authenticity of Avocado and Olive Oils Used as*
28 *Ingredients in Commercially Processed Foods*, 6 Applied Food Research 102389
(2026), <https://doi.org/10.1016/j.afres.2026.102389> .

1 California and from online sources, and each lot was analyzed in duplicate. *Id.* The
2 brand and product name of every sample tested is identified in the Study's brand
3 information exhibit, a true and correct copy of which is attached hereto as Exhibit B
4 ("Ex. B").²

6 17. The Products at issue in this action were among the avocado oil-labeled
7 chip products tested. Specifically, the Study tested and reported results for two
8 separate lot numbers of each of the following: Jackson's Avocado Oil Sweet Potato
9 Chips Product (Samples 21 and 22) and Jackson's Kettle Cooked Sea Salt Potato
10 Chips Only with Avocado Oil Product (Samples 23 and 24). *See* Ex. B.

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

26 ² Brand Information Relating to the Study, *supra* note 1, available at
27 [https://ucdavis.app.box.com/s/6ogs4l0ogplunooktwryr5b1m6k2xr9u/file/23536607](https://ucdavis.app.box.com/s/6ogs4l0ogplunooktwryr5b1m6k2xr9u/file/2353660743779)
28 43779.

1 19. For the fatty acid profile, the extracted oil was converted to fatty acid
2 methyl esters (a standard chemical preparation that allows the individual fatty acids
3 in any edible oil to be separated and measured), using a published official method
4 for that preparation (COI/T.20/Doc. No 33/Rev.1), and analyzed by gas
5 chromatography with flame ionization detection (“GC-FID”). *Id.* The individual
6 fatty acids were identified against a 37-component certified reference standard
7 covering the full range of fatty acids found in edible oils. *Id.* The measurement
8 method is common to all edible oils; the avocado-specific benchmarks against which
9 the results were judged are set forth in Paragraph 20 below.

13 20. The fatty acid and sterol profile measured for each chip sample was
14 then compared against the compositional ranges for authentic avocado oil
15 established by the Codex Alimentarius Standard for Named Vegetable Oils (CXS
16 210-1999). *Id.* Those ranges are designed to encompass the natural variability of
17 authentic avocado oil attributable to cultivar, geographic origin, maturity, and
18 growing conditions. *Id.* The researchers then applied further tolerances that operated
19 in the tested products’ favor: a deviation limited to a single fatty acid or sterol marker
20 that did not exceed the Codex limit by more than ten percent was disregarded and
21 the sample was treated as consistent with authentic avocado oil, and a sample that
22 was fully consistent as to one profile and only borderline as to the other was likewise
23 treated as consistent. *Id.* Only samples exhibiting multiple deviations, or patterns
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1 inconsistent with authentic avocado oil reference profiles, were classified as
2 inconsistent. *Id.*

3
4 21. Both lots of each Product failed those criteria. Each of the four
5 Jackson's samples was classified as compositionally inconsistent with authentic
6 avocado oil. *See* Ex. B.

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

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

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

3
 4 25. The Avocado Oil Representation is material to reasonable consumers
 5 because avocado oil is widely regarded as healthier, and therefore more premium,
 6 than other cooking oils, and consumers pay more for it as a result.

7
 8 26. That reputation is well founded. Avocado oil delivers meaningful
 9 health benefits, including cardiovascular benefits and anti-inflammatory effects.³
 10 Avocado oil also performs better than many other cooking oils because of its high
 11 smoke point and mild taste.⁴
 12

13 27. Seed oils, by contrast, are viewed by many consumers as ingredients to
 14 be avoided. The eight most prevalent seed oils, known colloquially as the “hateful
 15 eight,” are believed by many to be toxic, a reputation driven in part by their high
 16 linoleic acid content, which is thought to promote inflammation linked to conditions
 17 such as arthritis, heart disease, metabolic syndrome, stroke, and type 2 diabetes.⁵
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23 ³ Marcos Flores et al., *Avocado Oil: Characteristics, Properties, and Applications*,
 24 24 Molecules 2172 (June 2019),
 25 <https://pmc.ncbi.nlm.nih.gov/articles/PMC6600360/>.

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

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

1 28. For these reasons, many consumers seek to eliminate seed oils from
2 their diets and instead pay a premium for alternatives such as avocado oil. Defendant
3 has capitalized on that consumer preference by labeling and advertising the Products
4 as made entirely with avocado oil when they are not.
5

6 29. The reasonable belief that the Products are made entirely with avocado
7 oil was a significant factor in Plaintiff's and other Class members' decisions to
8 purchase the Products. Thus, Defendant promises products made entirely with
9 avocado oil, but provides consumers with products that are adulterated with cheaper
10 seed oils.
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12 30. As the entity responsible for the development, labeling, manufacturing,
13 advertising, distribution and sale of the Products, Defendant knew or should have
14 known that the Products' Avocado Oil Representation is false and misleading.
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16 31. Defendant also knew or should have known that Plaintiff and other
17 consumers, in purchasing the Products, would rely on Defendant's false and
18 misleading representation. Nonetheless, Defendant deceptively advertises the
19 Products in order to deceive consumers and gain an unfair advantage in the market.
20

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

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4 33. Therefore, Plaintiff and other consumers purchasing the Products have
5 suffered injury in fact and lost money as a result of Defendant's false and deceptive
6 practices, as described herein.

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8 **PLAINTIFF LACKS AN ADEQUATE REMEDY AT LAW**

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

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

California Class

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

California Consumer Subclass

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

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

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

1 38. Plaintiff is a member of all the Classes.

2 39. **Numerosity:** Members of each Class are so numerous and
3
4 geographically dispersed that individual joinder of all Class members is
5 impracticable. The precise number of Class members is unknown to Plaintiff but is
6 likely to be ascertained by Defendant's records through its online marketplace, or
7
8 through sales data obtained via third parties. At a minimum, there likely are tens of
9 thousands of Class members.

10 40. **Commonality:** There are questions of law and fact common to the
11 proposed Classes. Common questions of law and fact include, without limitation:
12

- 13 a. whether Defendant's course of conduct alleged herein violates the
14 statutes and other laws that are pled in this Complaint;
15
16 b. whether reasonable consumers would rely upon Defendant's
17 representation about the Products and reasonably believe the
18 Products are made entirely with avocado oil;
19
20 c. whether Defendant knew or should have known its representation
21 was false or misleading;
22
23 d. whether Defendant was unjustly enriched by retaining monies from
24 the sale of the Products;
25
26 e. whether certification of each Class is appropriate under Rule 23;
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1 f. whether Plaintiff and the members of each Class are entitled to
2 declaratory, equitable, or injunctive relief, and/or other relief, and
3 the scope of such relief; and
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5 g. the amount and nature of the relief to be awarded to the Plaintiff and
6 the Classes, including whether Plaintiff and the Classes are entitled
7 to punitive damages.
8

9 41. **Typicality:** Plaintiff's claims are typical of the other Class members
10 because Plaintiff, as well as Class members, purchased one or more of the Products.
11 Plaintiff and the members of the Classes relied on the representation made by
12 Defendant about the Products prior to purchasing the Products. Plaintiff and the
13 members of each Class paid for Defendant's Products and would not have purchased
14 them (or would have paid substantially less for them) had they known that
15 Defendant's representation was untrue.
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18 42. **Adequacy:** Plaintiff will fairly and adequately protect the interests of
19 the proposed Classes as his interests do not conflict with the interests of the members
20 of the proposed Classes he seeks to represent, and he has retained counsel competent
21 and experienced in class action litigation. Thus, the interests of the members of the
22 Classes will be fairly and adequately protected by Plaintiff and his counsel.
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24

25 43. **Predominance:** Pursuant to Rule 23(b)(3), the common issues of law
26 and fact identified in this Complaint predominate over any other questions affecting
27 only individual members of the Classes. Class issues fully predominate over any
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1 individual issue because no inquiry into individual conduct is necessary; all that is
2 required is a narrow focus on Defendant's misconduct detailed at length in this
3 Complaint.
4

5 44. **Superiority:** A class action is superior to all other available methods
6 for the fair and efficient adjudication of this litigation because individual litigation
7 of each claim is impractical. It would be unduly burdensome to have individual
8 litigation of tens of thousands of individual claims in separate lawsuits, every one of
9 which would present the issues presented in the Complaint. Further, because the
10 damages suffered by any individual Class member may be relatively modest in
11 relation to the cost of litigation, the expense and burden of individual litigation make
12 it difficult, if not impossible, for individual Class members to obtain redress.
13 Furthermore, many of the Class members may be unaware that claims exist against
14 Defendant.
15

16 45. **Declaratory and Injunctive Relief:** Pursuant to Rule 23(b)(2),
17 declaratory and injunctive relief is appropriate in this matter. Defendant has acted or
18 refused to act on grounds generally applicable to Plaintiff and the other Class
19 members, thereby making appropriate final injunctive relief and declaratory relief,
20 as described below, with respect to the Class members as a whole. Unless a class-
21 wide injunction is issued, Defendant will continue to advertise, market, promote, and
22 sell the Products in an unlawful and misleading manner, as described throughout this
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1 Complaint, and members of the Classes will continue to be misled, harmed, and
 2 denied their rights under the law.

3
 4 **FIRST CLAIM FOR RELIEF**

5 **Violation of California’s Consumers Legal Remedies Act**
 6 **California Civil Code §§ 1750, *et seq.***
 7 **(*For the California Consumer Subclass*)**

8 46. Plaintiff repeats the allegations contained in Paragraphs 1-45 above as
 9 if fully set forth herein.

10 47. Plaintiff brings this claim individually and on behalf of the members of
 11 the proposed California Consumer Subclass against Defendant pursuant to
 12 California’s Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750, *et*
 13 *seq.*

14 48. The Products are “goods” within the meaning of Cal. Civ. Code §
 15 1761(a), and the purchases of the Products by Plaintiff and members of the
 16 California Consumer Subclass constitute “transactions” within the meaning of Cal.
 17 Civ. Code § 1761(e).

18 49. Cal. Civ. Code § 1770(a)(5) prohibits “[r]epresenting that goods or
 19 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or
 20 quantities which they do not have” By representing the Products with the
 21 Avocado Oil Representation, Defendant has represented and continues to represent
 22 that the Products have characteristics (i.e., that they are made entirely with avocado
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1 oil) that they do not have. Therefore, Defendant has violated section 1770(a)(5) of
2 the CLRA.

3
4 50. Cal. Civ. Code § 1770(a)(7) prohibits “[r]epresenting that goods or
5 services are of a particular standard, quality, or grade, or that goods are of a particular
6 style or model, if they are of another.” By representing the Products with the
7 Avocado Oil Representation, Defendant has represented and continues to represent
8 that the Products are of a particular standard (i.e., that they are made entirely with
9 avocado oil) when they are not of that standard. Therefore, Defendant has violated
10 section 1770(a)(7) of the CLRA.
11
12

13 51. Cal. Civ. Code § 1770(a)(9) prohibits “[a]dvertising goods or services
14 with intent not to sell them as advertised.” By advertising the Products with the
15 Avocado Oil Representation, Defendant has advertised the Products with
16 characteristics it intended not to provide to consumers. As such, Defendant has
17 violated section 1770(a)(9) of the CLRA.
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20 52. Cal. Civ. Code § 1770(a)(16) prohibits “[r]epresenting that the subject
21 of a transaction has been supplied in accordance with a previous representation when
22 it has not.” By representing the Products with the Avocado Oil Representation and
23 then supplying Products that are adulterated with cheaper seed oils, Defendant has
24 supplied the Products in a manner inconsistent with its previous representation.
25 Therefore, Defendant has violated section 1770(a)(16) of the CLRA.
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1 53. At all relevant times, Defendant has known or reasonably should have
2 known that the advertising of the Products' Avocado Oil Representation is false and
3 misleading, and that Plaintiff and other members of the California Consumer
4 Subclass would reasonably and justifiably rely on the Avocado Oil Representation
5 when purchasing the Products. Nonetheless, Defendant deceptively advertises the
6 Products as such in order to deceive consumers into believing that the Products are
7 made entirely with avocado oil, when they are not.

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10 54. Plaintiff and members of the California Consumer Subclass have
11 justifiably relied on Defendant's misleading representation when purchasing the
12 Products. Moreover, based on the materiality of Defendant's misleading and
13 deceptive conduct, reliance may be presumed or inferred for Plaintiff and members
14 of the California Consumer Subclass.

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17 55. Plaintiff and members of the California Consumer Subclass have
18 suffered and continue to suffer injuries caused by Defendant because they would
19 have paid significantly less for the Products, or would not have purchased them at
20 all, had they known that the Products are not made entirely with avocado oil.

21
22 56. Under Cal. Civ. Code § 1782, on or around September 29, 2026,
23 counsel for Plaintiff mailed a notice and demand letter by certified mail to
24 Defendant, outlining that Defendant has violated the CLRA for the reasons described
25 herein. If within 30 days of receipt, Defendant does not agree to rectify the problems
26 identified herein, Plaintiff will amend this Complaint to seek damages pursuant to
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1 Cal. Civ. Code § 1780 on behalf of himself and the members of the California
2 Consumer Subclass.

3
4 57. In accordance with Cal. Civ. Code § 1780(d), Plaintiff is filing a
5 declaration of venue, attached hereto as Exhibit C to this Complaint.

6
7 **SECOND CLAIM FOR RELIEF**
8 **Violation of California's False Advertising Law**
9 **California Business & Professions Code §§ 17500, *et seq.***
10 ***(For the California Class)***

11 58. Plaintiff repeats the allegations contained in Paragraphs 1-45 above as
12 if fully set forth herein.

13 59. Plaintiff brings this claim individually and on behalf of the members of
14 the proposed California Class against Defendant pursuant to California's False
15 Advertising Law ("FAL"), Cal. Bus. & Prof. Code §§ 17500, *et seq.*

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

23 61. Defendant has represented and continues to represent to the public,
24 including Plaintiff and members of the proposed California Class, through its
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1 deceptive advertising, that the Products are made entirely with avocado oil when
2 they are not. Because Defendant has disseminated misleading information regarding
3 the Products, and Defendant knows, knew, or should have known through the
4 exercise of reasonable care that the representation was and continues to be
5 misleading, Defendant has violated the FAL.
6

7
8 62. As a result of Defendant's false advertising, Defendant has and
9 continues to unlawfully obtain money from Plaintiff and members of the California
10 Class. Plaintiff therefore requests that the Court cause Defendant to restore this
11 fraudulently obtained money to him and members of the proposed California Class,
12 to disgorge the profits Defendant made on these transactions, and to enjoin
13 Defendant from violating the FAL or violating it in the same fashion in the future as
14 discussed herein. Otherwise, Plaintiff and members of the proposed California Class
15 may be irreparably harmed and/or denied an effective and complete remedy.
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19 **THIRD CLAIM FOR RELIEF**

20 **Violation of California's Unfair Competition Law ("UCL"),**
21 **California Business & Professions Code §§ 17200, *et seq.***
22 ***(For the California Class)***

23 63. Plaintiff repeats the allegations contained in Paragraphs 1-45 above as
24 if fully set forth herein.

25 64. Plaintiff brings this claim individually and on behalf of the members of
26 the proposed California Class against Defendant pursuant to California Business &
27 Professions Code § 17200 ("UCL").
28

1 65. The UCL, Cal. Bus. & Prof. Code § 17200, provides, in pertinent part,
2 that “unfair competition shall mean and include unlawful, unfair or fraudulent
3 business practices and unfair, deceptive, untrue or misleading advertising”
4

5 66. Under the UCL, a business act or practice is “unlawful” if it violates
6 any established state or federal law. Defendant’s false and misleading advertising of
7 the Products was and continues to be “unlawful” because it violates the CLRA, the
8 FAL, and other applicable laws as described herein. As a result of Defendant’s
9 unlawful business acts and practices, Defendant has unlawfully obtained money
10 from Plaintiff and members of the proposed California Class.
11
12

13 67. Under the UCL, a business act or practice is “unfair” if its conduct is
14 substantially injurious to consumers, offends public policy, and is immoral,
15 unethical, oppressive, and unscrupulous, as the benefits for committing such acts or
16 practices are outweighed by the gravity of the harm to the alleged victims.
17 Defendant’s conduct was and continues to be of no benefit to purchasers of the
18 Products, as it is misleading, unfair, unlawful, and is injurious to consumers who
19 rely on the Products’ advertising. Deceiving consumers into believing they will
20 receive Products made entirely with avocado oil, but failing to provide the Products
21 as advertised, is of no benefit to consumers. Therefore, Defendant’s conduct was and
22 continues to be “unfair.” As a result of Defendant’s unfair business acts and
23 practices, Defendant has and continues to unfairly obtain money from Plaintiff and
24 members of the proposed California Class.
25
26
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28

1 68. Under the UCL, a business act or practice is “fraudulent” if it actually
2 deceives or is likely to deceive members of the consuming public. Defendant’s
3 conduct here was and continues to be fraudulent because, due to the Products’
4 Avocado Oil Representation, the Products have the effect of deceiving consumers
5 into believing they will receive products made entirely with avocado oil when the
6 Products are not manufactured as such. Because Defendant misled Plaintiff and
7 members of the California Class, Defendant’s conduct was “fraudulent.” As a result
8 of Defendant’s fraudulent business acts and practices, Defendant has and continues
9 to fraudulently obtain money from Plaintiff and members of the California Class.
10

11
12
13 69. Plaintiff requests that the Court cause Defendant to restore this
14 unlawfully, unfairly, and fraudulently obtained money to him, and members of the
15 proposed California Class, to disgorge the profits Defendant made on these
16 transactions, and to enjoin Defendant from violating the UCL or violating it in the
17 same fashion in the future as discussed herein. Otherwise, Plaintiff and members of
18 the proposed California Class may be irreparably harmed and/or denied an effective
19 and complete remedy.
20
21

22 **FOURTH CLAIM FOR RELIEF**

23 **Breach of Express Warranty**

24 **Cal. Com. Code § 2313**

25 ***(For the California Class)***

26 70. Plaintiff repeats the allegations contained in Paragraphs 1-45 above as
27 if fully set forth herein.
28

1 71. Plaintiff brings this claim individually and on behalf of the members of
2 the California Class against Defendant for breach of express warranty under Cal.
3 Com. Code § 2313.
4

5 72. California's express warranty statutes provide that "(a) Any affirmation
6 of fact or promise made by the seller to the buyer which relates to the goods and
7 becomes part of the basis of the bargain creates an express warranty that the goods
8 shall conform to the affirmation or promise," and "(b) Any description of the goods
9 which is made part of the basis of the bargain creates an express warranty that the
10 goods shall conform to the description." Cal. Com. Code § 2313.
11
12

13 73. Plaintiff and members of the California Class formed a contract with
14 Defendant at the time they purchased the Products. As part of those contracts,
15 Defendant described the Products with the phrase "ALWAYS WITH AVOCADO
16 OIL," representing that the Products are made entirely with avocado oil.
17

18 74. The Products' Avocado Oil Representation is: (a) an affirmation of fact
19 or promise made by Defendant to consumers that the Products are made entirely with
20 avocado oil; (b) became part of the basis of the bargain to purchase the Products
21 when Plaintiff and other consumers relied on the representation; and (c) created an
22 express warranty that the Products would conform to the affirmation of fact or
23 promise. In the alternative, the representation about the Products is a description of
24 goods which was made as part of the basis of the bargain to purchase the Products,
25
26
27
28

1 and which created an express warranty that the Products would conform to the
2 product description.

3
4 75. Plaintiff and members of the California Class reasonably and justifiably
5 relied on the foregoing express warranties, believing that the Products did in fact
6 conform to those warranties.

7
8 76. Defendant has breached the express warranties made to Plaintiff and
9 members of the California Class by failing to provide the Products in accordance
10 with the Avocado Oil Representation.

11
12 77. Plaintiff and members of the California Class paid a premium price for
13 the Products but did not obtain the full value of the Products as represented. If
14 Plaintiff and members of the California Class had known of the true nature of the
15 Products, they would not have been willing to pay the premium price associated with
16 them. As a result, Plaintiff and members of the California Class suffered injury and
17 deserve to recover all damages afforded under the law.

18
19
20 78. Plaintiff and the other California Class members notified Defendant of
21 the breaches of its express warranties within a reasonable time and/or were not
22 required to do so. Indeed, Plaintiff sent a notice letter to Defendant regarding its
23 breaches on or around September 29, 2026. Defendant was also on notice of its
24 breaches from other sources, including the Study cited *supra*.

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

79. Plaintiff repeats the allegations contained in Paragraphs 1-45 above as if fully set forth herein.

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

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

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

83. Defendant is a merchant with respect to the sale of the Products. Therefore, a warranty of merchantability is implied in every contract for sale of the Products to California consumers.

84. By advertising the Products with the Avocado Oil Representation, Defendant made an implied promise in the Products' labeling that the Products are

1 made entirely with avocado oil. The Products, however, have not conformed to this
2 promise because the Products are adulterated with cheaper seed oils. Plaintiff, as
3 well as other California consumers, did not receive the goods as impliedly warranted
4 by Defendant to be merchantable. Therefore, the Products are not merchantable
5 under California law and Defendant has breached its implied warranty of
6 merchantability in regard to the Products.
7

8
9 85. If Plaintiff and members of the California Class had known that the
10 Products' Avocado Oil Representation was false and misleading, they would not
11 have been willing to pay the premium price associated with them. Therefore, as a
12 direct and/or indirect result of Defendant's breach, Plaintiff and members of the
13 California Class have suffered injury and deserve to recover all damages afforded
14 under the law.
15

16
17 86. Plaintiff and the other California Class members notified Defendant of
18 the breaches of its implied warranties within a reasonable time and/or were not
19 required to do so. Indeed, Plaintiff sent a notice letter to Defendant regarding its
20 breaches on or around September 29, 2026. Defendant was also on notice of its
21 breaches from other sources, including the Study cited *supra*.
22

23
24 **SIXTH CLAIM FOR RELIEF**
25 **Quasi Contract/Unjust Enrichment/Restitution**
26 **(For the California Class)**

27 87. Plaintiff repeats the allegations contained in Paragraphs 1-45 above as
28 if fully set forth herein.

1 88. Plaintiff brings this claim individually and on behalf of the members of
2 the California Class, against Defendant for unjust enrichment.

3
4 89. As alleged herein, Defendant has intentionally and recklessly made a
5 misleading representation to Plaintiff and members of the California Class, to
6 induce them to purchase the Products. Plaintiff and members of the California Class
7 have reasonably relied on the misleading representation and have not received all of
8 the benefits (i.e., Products made entirely with avocado oil) promised by Defendant
9 through the Products' Avocado Oil Representation. Plaintiff and members of the
10 proposed California Class have therefore been induced by Defendant's misleading
11 and deceptive representation about the Products, and paid more money to Defendant
12 for the Products than they otherwise would and/or should have paid.

13
14
15
16 90. Plaintiff and members of the proposed California Class, have conferred
17 a benefit upon Defendant as Defendant has retained monies paid to it by Plaintiff
18 and members of the proposed California Class.

19
20 91. The monies received were obtained under circumstances that were at
21 the expense of Plaintiff and members of the proposed California Class—i.e., Plaintiff
22 and members of the proposed California Class did not receive the full value of the
23 benefit conferred upon Defendant. Therefore, it is inequitable and unjust for
24 Defendant to retain the profit, benefit, or compensation conferred upon it.

25
26 92. As a direct and proximate result of Defendant's unjust enrichment,
27 Plaintiff and members of the proposed California Class are entitled to restitution,
28

1 disgorgement, and/or the imposition of a constructive trust upon all profits, benefits,
2 and other compensation obtained by Defendant from its deceptive, misleading, and
3 unlawful conduct as alleged herein.
4

5 **SEVENTH CLAIM FOR RELIEF**
6 **Common Law Fraud**
7 ***(For the California Class)***

8 93. Plaintiff repeats the allegations contained in Paragraphs 1-45 above as
9 if fully set forth herein.

10 94. Plaintiff brings this claim individually and on behalf of the members of
11 the proposed California Class, against Defendant for common law fraud.
12

13 95. Defendant has willfully, falsely, and knowingly misrepresented the
14 Products through the Products' Avocado Oil Representation, as it knew that the
15 Products were not made entirely with avocado oil.
16

17 96. Defendant has therefore made a knowing, fraudulent misrepresentation
18 as to the Products.
19

20 97. Defendant's misrepresentation was material (i.e., it affected the
21 purchasing decisions of Plaintiff and members of the California Class, given its
22 importance), and is central to the Products' functionality because the Products are
23 advertised as made entirely with avocado oil, but do not conform to that
24 representation.
25

26 98. Defendant knew or recklessly disregarded the fact that the Products'
27 Avocado Oil Representation was false and deceptive.
28

1 99. Defendant intended that Plaintiff and members of the California Class
2 rely on the Products' advertising, as if they had known the truth that the Products'
3 Avocado Oil Representation was false and misleading, they would have paid less for
4 the Products or would not have purchased them at all.
5

6 100. Plaintiff and members of the California Class have reasonably and
7 justifiably relied on Defendant's misrepresentation when purchasing the Products,
8 and if Plaintiff and members of the California Class had known the truth about the
9 Products, they would not have paid monies for the Products or would have paid less
10 monies for the Products.
11

12 101. For these reasons, Plaintiff and members of the California Class have
13 suffered monetary losses, including interest they would have accrued on these
14 monies, as a direct and proximate result of Defendant's fraudulent conduct.
15
16

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff, individually and on behalf of the proposed Classes,
19 respectfully prays for the following relief:
20

21 A. Certification of this case as a class action on behalf of the proposed
22 Classes defined above, appointment of Plaintiff as Class representative, and
23 appointment of his counsel as Class counsel;
24

25 B. A declaration that Defendant's actions, as described herein, violate the
26 statutes and laws described herein;
27
28

1 C. An award of injunctive and other equitable relief as is necessary to
2 protect the interests of Plaintiff and the proposed Classes, including, inter alia, an
3 order prohibiting Defendant from engaging in the unlawful acts described above;
4

5 D. An award to Plaintiff and the proposed Classes of restitution and/or
6 other equitable relief, including, without limitation, restitutionary disgorgement of
7 all profits and unjust enrichment that Defendant obtained from Plaintiff and the
8 proposed Classes as a result of its unlawful, unfair and fraudulent business practices
9 described herein;
10

11 E. An award of all economic, monetary, actual, consequential, and
12 compensatory damages caused by Defendant's conduct;
13

14 F. An award of nominal, punitive, and statutory damages;
15

16 G. An award to Plaintiff and his counsel of reasonable expenses and
17 attorneys' fees;
18

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

21 I. For such further relief that the Court may deem just and proper.
22

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff, on behalf of himself and the proposed Classes, hereby demands a
25 jury trial with respect to all issues triable of right by jury.
26
27
28

1 Dated: September 29, 2026

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15 ***pro hac vice application forthcoming*

16 *Attorneys for Plaintiff and the Putative*
17 *Classes*