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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

LEE ANN WINTER, individually, and on
behalf of others similarly situated,

Plaintiff,

vs.

WALMART INC.,

Defendant.

CASE NO.

CLASS ACTION COMPLAINT FOR:

1. UNFAIR AND UNLAWFUL BUSINESS ACTS AND PRACTICES (CAL. BUS & PROF. CODE §17200 ET SEQ.);
2. DECEPTIVE ADVERTISING PRACTICES (CAL. BUS & PROF. CODE §§ 17500, ET SEQ.);
3. CONSUMER LEGAL REMEDIES ACT (CAL. CIV. CODE § 1750, ET SEQ.);
4. BREACH OF EXPRESS WARRANTY; AND
5. QUASI-CONTRACT.

DEMAND FOR JURY TRIAL

Plaintiff Lee Ann Winter, on behalf of herself and others similarly situated in California, by and through her undersigned counsel, hereby files this Class Action Complaint and states as follows based on investigation and information and belief:

I. INTRODUCTION AND FACTUAL BACKGROUND

1. This putative class action seeks to hold Defendant Walmart Inc. ("Walmart" or "Defendant") responsible for materially misleading statements made on the labels of its Great Value brand Stevia Sweeteners (the "Products" or "Product").¹

¹ The Products include Great Value No Calorie Stevia Packets and Great Value No Calorie Stevia Sweetener Sugar Substitute, in all sizes and formats.

1 2. Despite prominent representations on the Product labels that the Products are "made
2 with Stevia Extract," the Products are, in fact, primarily sweetened with erythritol—not stevia extract.

3 3. According to independent laboratory testing commissioned by Plaintiff's counsel, the
4 Great Value No Calorie Stevia Packets (80 Count) contain **94.44% erythritol**, with the balance
5 consisting of only a trace amount of rebiana (stevia leaf extract) and natural flavors, and the Great
6 Value No Calorie Stevia Sweetener Sugar Substitute (9.8 oz) contain **59.12% erythritol**, with the
7 balance consisting primarily of dextrose and maltodextrin ² and only a trace amount of rebiana (stevia
8 leaf extract).

9 4. As depicted and set forth in detail herein, on the labels of the Products, Defendant
10 prominently represents the Products as using stevia extract as the sole sweetening ingredient (the label
11 statements are defined below as the "Representations").

12 5. Defendant intentionally makes these Representations to capitalize on consumers' desire
13 to purchase a sweetener that is solely derived from stevia.

14 6. Furthermore, Defendant intentionally omits the truth—that the Products are primarily
15 comprised of erythritol, a chemically processed sugar alcohol with known health risks, including heart
16 attack, stroke, and digestive issues.

17 7. The amount of stevia extract contained in the Products, relative to the amount of
18 erythritol and other bulking agents, is material to reasonable consumers.

19 8. Reasonable consumers of Defendant's Products, like Plaintiff, are misled to believe that
20 they are purchasing a sweetener whose sweetness is derived solely from stevia extract when in fact they
21 are purchasing a Product that is primarily sweetened with erythritol.

22 9. Plaintiff and reasonable consumers have suffered economic injury based on the purchase
23 price of the Products, which they would not have purchased or would not have purchased on the same
24 terms if they knew the truth.

25
26
27 ² Dextrose is a form of glucose, i.e., a sugar, that contributes calories and sweetness. Maltodextrin, though classified
28 by the FDA as "non-sweet," see 21 C.F.R. § 184.1444, is a caloric, starch-derived carbohydrate that functions as a bulking
agent. Neither ingredient is stevia extract, and both further undermine the implication conveyed by the Products' "made
with Stevia Extract" Representation.

1 10. Defendant has profited unjustly as a result of its deceptive conduct. Plaintiff therefore
2 asserts claims on behalf of herself and similarly situated purchasers for violation of California consumer
3 protection law, breach of express warranty, and quasi-contract.
4

5 II. JURISDICTION AND VENUE

6 11. This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)
7 because this is a class action in which: (1) there are over 100 members in the proposed class; (2)
8 members of the proposed class have a different citizenship from Defendant; and (3) the claims of the
9 proposed class members exceed \$5,000,000 in the aggregate.

10 12. This Court has personal jurisdiction over Defendant because Defendant's contacts with
11 the forum are continuous and substantial, and Defendant intentionally availed itself of the markets
12 within California through the sale and distribution of the Products in California and through the
13 privilege of conducting business in California.

14 13. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because Defendant
15 engages in continuous and systematic business activities within the State of California. Moreover, a
16 substantial part of the events and conduct giving rise to the claims alleged herein occurred in this
17 district. See also Declaration of Lee Ann Winter Regarding Venue Pursuant to Cal. Civ. Code §
18 1780(d), attached as Exh. A.

19 III. PARTIES

20 14. Plaintiff Lee Ann Winter is a citizen of California who resides in Rohnert Park,
21 California, and who purchased Defendant's Products in this judicial district during the class period.
22 During the last three years, Plaintiff Winter purchased Defendant's Products approximately every
23 month or two from Walmart stores located in Rohnert Park, California, most frequently the Great Value
24 No Calorie Stevia Packets (200 Count), for approximately \$11.00. Plaintiff Winter's most recent
25 purchase was in the spring of 2026 from a Walmart store located in Rohnert Park, California. Plaintiff
26 Winter purchased the Products for her personal and family use. Prior to her purchases, Plaintiff Winter
27 reviewed the Products' labeling and packaging and saw the Representations, including that the Products
28 were "made with Stevia Extract" and "No Calorie." Plaintiff Winter relied on the Representations in
choosing the Products over comparable products. Plaintiff Winter saw these Representations prior

1 to, and at the time of, each purchase, and understood them as representations and warranties that the
2 sweetness of the Products was derived solely from stevia extract and not primarily from erythritol or
3 other bulking agents and sweeteners. Accordingly, these representations and warranties were part of
4 the basis of the bargain, in that Plaintiff Winter would not have purchased the Products on the same
5 terms had she known the Representations were not true. In making her purchases, Plaintiff Winter paid
6 a substantial price premium due to the false and misleading Representations and did not receive the
7 benefit of her bargain because the Products, in fact, are primarily sweetened with erythritol rather than
8 stevia extract. Plaintiff Winter's claim is typical of the claims of all Class members in this regard.
9 Plaintiff Winter remains interested in purchasing the Products in the future if their sweetness is derived
10 solely from stevia extract; however, she is unable to rely on the labeling and advertising of the Products
11 for their truth and, absent an injunction, will be unable to determine whether Defendant's mislabeling
12 has been remedied. Plaintiff Winter's legal remedies are therefore inadequate to prevent future injury.

13 15. Defendant Walmart Inc. is a Delaware corporation with its principal place of business
14 in Bentonville, Arkansas.

15 16. Defendant and its agents manufacture, market, distribute, label, promote, advertise and
16 sell the Products.

17 17. At all times material hereto, Defendant was conducting business in the United States,
18 including in California, through its services as a manufacturer, retailer, and supplier to consumers and
19 to various stores in California and by, among other things, maintaining agents for the customary
20 transaction of business in California.

21 18. Defendant and its agents promoted, marketed and sold the Products at issue in this
22 jurisdiction and in this judicial district.

23 19. The deceptive acts giving rise to Plaintiff's claims occurred in this jurisdiction and in
24 this judicial district.

25 20. The unfair, unlawful, deceptive, and misleading advertising and labeling of the Products
26 was prepared and/or approved by Defendant and its agents and was disseminated by Defendant and its
27 agents through labeling and advertising containing the misrepresentations alleged herein.
28

IV. FACTUAL ALLEGATIONS

A. Defendant's Representations Are False and Misleading

21. On the front label of each of the Products, Defendant prominently displays the following statements (collectively, the “Representations”): (i) the word “Stevia” in large, stylized green lettering; (ii) immediately below “Stevia,” the statement “made with Stevia Extract”; and (iii) immediately above “Stevia,” the words “No Calorie.”

22. The label of the Great Value No Calorie Stevia Packets (80 Count) bears the Representations, as depicted below. Although the label lists erythritol as the first ingredient — with rebiana (stevia leaf extract) listed second and natural flavors listed third — the relative amounts of erythritol and rebiana are not disclosed on the label:



Great Value No Calorie Stevia Packets (80 ct) — front label (left) and Nutrition Facts panel (right)

23. The label of the Great Value No Calorie Stevia Sweetener Sugar Substitute (9.8 oz) bears the Representations, as depicted below. Although the label lists erythritol as the first ingredient — with dextrose with maltodextrin listed second, rebiana (stevia leaf extract) listed third, and natural flavors listed fourth — the relative amounts of erythritol and rebiana are not disclosed on the label:



Great Value No Calorie Stevia Sweetener Sugar Substitute (9.8 oz) — front label (left) and Nutrition Facts panel (right)

24. These Representations are voluntary advertising statements.

25. The Representations are not governed or required by any government or FDA regulation or requirement.

26. Defendant voluntarily makes the Representations on the labels of the Products to appeal to consumers and to increase sales of the Products.

27. These Representations, individually and collectively, are likely to mislead and do mislead reasonable consumers to believe that the sweetness of the Products is derived substantially from stevia extract.

28. The “made with Stevia Extract” Representation is unambiguous on its face. A reasonable consumer reading the front label of the Products would understand the Representation to mean that the sweetness of the Products is derived from stevia extract. Reasonable consumers have no reason to inspect the ingredient list to independently verify what appears to be a clear, affirmative representation on the front of the package. *See Williams v. Gerber Prods. Co.*, 552 F.3d 934, 939 (9th Cir. 2008) (reasonable consumers are not “expected to look beyond misleading representations on the front of the box to discover the truth from the ingredient list”).

29. Even assuming the “made with Stevia Extract” claim were considered ambiguous, the ingredient-list disclosure on the back label of the Products does not cure the deception. While erythritol appears in the ingredient list, its presence and dominant quantity as the primary sweetener are

1 not disclosed. Reasonable consumers of Defendant's Products do not expect that a product prominently
2 marketed as "Stevia" and "made with Stevia Extract" is, in fact, primarily sweetened with erythritol
3 rather than stevia extract. Instead, as set forth herein, Defendant's Representations lead consumers to
4 believe that the sweetness of the Products is derived substantially from stevia extract, when in fact the
5 Products are primarily sweetened with erythritol.

6 30. The Products, in fact, are primarily sweetened with erythritol and, in the case of the 9.8
7 oz sweetener, dextrose and maltodextrin, and contain only a trace amount of stevia extract.

8 31. Plaintiff's counsel commissioned scientific testing of Defendant's Products by an
9 independent laboratory, which holds numerous accreditations including ISO/IEC 17025:2017 and the
10 FDA Laboratory Accreditation for Analysis of Foods (LAAF).

11 32. In April 2026, the laboratory conducted testing for sugar alcohols by Liquid
12 Chromatography Refractive Index Detector (LC-RID), which tests for compounds like sugars and
13 polymers.

14 33. The laboratory used the following testing methodologies, which test for sugars in food
15 products:

- 16 i. AOAC official method 980.13;
17 ii. AOAC official method 982.14; and
18 iii. AACC Method 80-40.

19 34. According to the results of the scientific testing, the Great Value No Calorie Stevia
20 Packets (80 Count) contained 94.44% erythritol.

21 35. According to the results of the scientific testing, the Great Value No Calorie Stevia
22 Sweetener Sugar Substitute (9.8 oz) contained 59.12% erythritol.

23 36. According to its label, the Great Value No Calorie Stevia Packets (80 Count) has three
24 ingredients: erythritol, rebiana (stevia leaf extract), and natural flavors. Given that the Packets are
25 94.44% erythritol, only a trace amount of rebiana (stevia leaf extract) and natural flavors is present.

26 37. Similarly, the Great Value No Calorie Stevia Sweetener Sugar Substitute (9.8 oz) has
27 four ingredients: erythritol, dextrose with maltodextrin, rebiana (stevia leaf extract), and natural flavors.
28 Given that this Product is 59.12% erythritol, the balance consists primarily of dextrose and

1 maltodextrin, with only a trace amount of rebiana (stevia leaf extract).

2 38. The Products, respectively, contain the same ingredients across all units sold, and the
3 results of the testing commissioned by Plaintiff's counsel apply to all of the Products at issue.
4

5 **B. Consumers Believe Stevia Extract is a Superior Sweetener**

6 39. The amount of stevia extract contained in the Products, relative to the amount of
7 erythritol contained in the Products, is material to Plaintiff and reasonable consumers.

8 40. Stevia extract is a zero-calorie sweetener derived from the leaves of the stevia plant.

9 41. Stevia extract is considered safe to consume and without adverse effects.

10 42. In contrast to stevia extract, there are known, documented health risks associated with
11 consumption of substantial amounts of erythritol.

12 43. A specialist in preventative cardiovascular medicine led a study funded by the National
13 Institute of Health (NIH), which found "that erythritol is closely associated with risk for 'major adverse
14 cardiovascular events.' In other words, people who have high blood levels of erythritol are more prone
15 to heart attacks, stroke and even death."³

16 44. In addition, the study found: "'A serving of erythritol in common 'keto-friendly'
17 processed food products made blood levels of erythritol go up 1,000-fold, well above the levels linked
18 to enhanced clotting risks,' Dr. Hazen states. 'We found that the risk for clotting can be increased for
19 several days after consumption of just one serving of artificially sweetened food containing erythritol.'"⁴

20 45. Dr. Hazen also recognizes the difficulty of identifying foods that contain high levels of
21 erythritol, even for consumers who read nutrition labels: "'We know that people buying these products
22 are trying to do something good for their health by eating foods that are promoted as better for them.
23 But in reality, they may be inadvertently increasing their risk for harm.'"⁵

24 46. Erythritol is also known to cause stomach and digestive upset.

25 **V. CLASS DEFINITION AND CLASS ALLEGATIONS**

26 47. Plaintiff brings this action as a class action pursuant to Federal Rules of Civil Procedure

27
28 ³ <https://health.clevelandclinic.org/erythritol>

⁴ *Id.*

⁵ *Id.*

23(b)(2) and 23(b)(3) on behalf of herself, on behalf of all others similarly situated, and as a member of the Class defined as follows:

All citizens of California who, within four years prior to the filing of the initial Complaint, purchased Defendant's Products in the State of California and who do not claim any personal injury from using the Products (the "Class").

48. Excluded from the Class are: (i) Defendant, its assigns, successors, and legal representatives; (ii) any entities in which Defendant has a controlling interest; (iii) federal, state, and/or local governments, including, but not limited to, their departments, agencies, divisions, bureaus, boards, sections, groups, counsels, and/or subdivisions; (iv) all persons presently in bankruptcy proceedings who obtained a bankruptcy discharge in the last three years; and (v) any judicial officer presiding over this matter and their staff, and persons within the third degree of consanguinity to such judicial officer.

49. Plaintiff reserves the right to amend or otherwise alter the class definition presented to the Court at the appropriate time, or to propose or eliminate sub-classes, in response to facts learned through discovery, legal arguments advanced by Defendant, or otherwise.

50. This action is properly maintainable as a class action pursuant to Federal Rule of Civil Procedure 23 for the reasons set forth below.

51. **Numerosity**: Members of the Class are so numerous that joinder of all members is impracticable. Upon information and belief, the Class consists of hundreds of thousands of purchasers throughout the State of California. Accordingly, it would be impracticable to join all members of the Class before the Court.

52. **Common Questions Predominate**: There are numerous and substantial questions of law or fact common to all members of the Class that predominate over any individual issues. Included within the common questions of law or fact are:

A. Whether the Product Representations are false, misleading and/or deceptive;

B. Whether Defendant engaged in unlawful, unfair or deceptive business practices by advertising, labeling and selling the Products;

C. Whether Defendant violated (i) California Bus. & Prof. Code § 17200, et seq.; (ii) Cal. Bus. & Prof. Code § 17500, et seq.; and/or (iii) the Consumers Legal Remedies Act, Cal. Civ. Code § 1750, et seq.;

D. Whether Defendant committed a breach of express warranty;

E. Whether Plaintiff and the Class have sustained damage as a result of Defendant's unlawful conduct;

F. The proper measure of damages sustained by Plaintiff and the Class; and

G. Whether Defendant was unjustly enriched by its unlawful practices.

53. **Typicality:** Plaintiff's claims are typical of the claims of the members of the Class she seeks to represent because Plaintiff, like the Class members, purchased Defendant's misbranded Products. Defendant's unlawful, unfair and/or fraudulent actions concern the same business practices described herein irrespective of where they occurred or were experienced. Plaintiff and the Class sustained similar injuries arising out of Defendant's conduct. Plaintiff's and Class members' claims arise from the same practices and course of conduct and are based on the same legal theories.

54. **Adequacy:** Plaintiff is an adequate representative of the Class she seeks to represent because her interests do not conflict with the interests of the members of the Class Plaintiff seeks to represent. Plaintiff will fairly and adequately protect the interests of the members of the Class and has retained counsel experienced and competent in the prosecution of complex class actions, including complex questions that arise in consumer protection litigation.

55. **Superiority and Substantial Benefit:** A class action is superior to other methods for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Class is impracticable and no other group method of adjudication of all claims asserted herein is more efficient and manageable for at least the following reasons:

- a. The claims presented in this case predominate over any questions of law or fact, if any exists at all, affecting any individual member of the Class;
- b. Absent a Class, the members of the Class will continue to suffer damage and Defendant's unlawful conduct will continue without remedy while Defendant profits from and enjoys its ill-gotten gains;

- 1
- 2 c. Given the size of individual Class members' claims, few, if any, members could
- 3 afford to, or would, seek legal redress individually for the wrongs Defendant
- 4 committed against them, and absent members have no substantial interest in
- 5 individually controlling the prosecution of individual actions;
- 6 d. When the liability of Defendant has been adjudicated, claims of all members of the
- 7 Class can be administered efficiently and/or determined uniformly by the Court; and
- 8 e. This action presents no difficulty that would impede its management by the Court
- 9 as a class action, which is the best available means by which Plaintiff and members
- 10 of the Class can seek redress for the harm caused to them by Defendant.

11 56. Because Plaintiff seeks relief for all members of the Class, the prosecution of separate

12 actions by individual members would create a risk of inconsistent or varying adjudications with respect

13 to individual members of the Class, which would establish incompatible standards of conduct for

14 Defendant.

15 57. The prerequisites to maintaining a class action pursuant to Fed. R. Civ. P. 23(b)(3) are

16 met as questions of law or fact common to Class members predominate over any questions affecting

17 only individual members, and a class action is superior to other available methods for fairly and

18 efficiently adjudicating the controversy.

19 58. Plaintiff and Plaintiff's counsel are unaware of any difficulties that are likely to be

20 encountered in the management of this action that would preclude its maintenance as a class action.

21 **CAUSES OF ACTION**

22 **COUNT I**

23 **Violations of California's Unfair Competition Law ("UCL")** **(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

24 59. Plaintiff re-alleges and incorporates by reference the allegations contained in the

25 preceding paragraphs of this complaint, as though fully set forth herein.

26 60. Defendant's conduct constitutes an unfair business act and practice pursuant to

27 California Business & Professions Code §§ 17200, *et seq.* (the "UCL"). The UCL provides, in pertinent

28 part: "Unfair competition shall mean and include unlawful, unfair or fraudulent business practices and

1 unfair, deceptive, untrue or misleading advertising . . ."

2
3 61. Plaintiff brings this claim seeking restitution or disgorgement of the amounts Defendant
4 acquired through its unfair, unlawful, and fraudulent business practices, as described herein; and
5 injunctive relief to stop Defendant's misconduct.

6 62. Defendant's knowing conduct, as alleged herein, constitutes an "unfair" and/or
7 "fraudulent" business practice, as set forth in California Business & Professions Code §§ 17200-17208.

8 ***Defendant's Conduct Constitutes a Fraudulent Business Practice***

9 63. Defendant's conduct constitutes a fraudulent business practice because consumers are
10 likely to be deceived by Defendant's Representations.

11 64. Defendant was and is aware that its Representations are material to consumers.

12 65. Defendant was and is aware that its Representations are misleading, as described herein.

13 66. Defendant has an improper motive—to derive financial gain at the expense of accuracy
14 or truthfulness—in its practices related to the labeling and advertising of the Products.

15 67. There were reasonable alternatives available to Defendant to further Defendant's
16 legitimate business interests, other than the conduct described herein.

17 ***Defendant's Conduct Constitutes an Unfair Business Practice***

18 68. Defendant's conduct violates both the "Immoral Test" and the "Balancing Test" under
19 California law, which are used to analyze whether conduct is "unfair".

20 69. Defendant's conduct violates the Immoral Test because Defendant intentionally makes
21 the Representations to increase sales of the Products.

22 70. Defendant was and is aware that its Representations are misleading.

23 71. Defendant's conduct is substantially injurious because consumers purchase the
24 misrepresented Products in reliance on Defendant's Representations.

25 72. Defendant's conduct also violates the "Balancing Test" because the utility of Defendant's
26 conduct in labeling the Products with the Representations are outweighed by the harm to consumers.

27 73. The Representations are an optional, voluntary advertising statement.

28 74. Defendant makes the Representations to increase sales of the Products to the detriment
of consumers, who are misled and deceived.

1 75. Consumers are directly harmed by Defendant's conduct in that they would not have
2 purchased the Products if they had known the truth or would not have purchased them on the same
3 terms.

4 76. Defendant's conduct is also substantially injurious because it prevents consumers from
5 making informed purchasing decisions.

6 77. In addition, Defendant's conduct is injurious to competition because Defendant's
7 misrepresentation of its Products prevents consumers from making an informed choice between its
8 Products and other similar products, which are not misrepresented.

9 78. Defendant had an improper motive—to derive financial gain at the expense of accuracy
10 or truthfulness—in its practices related to the labeling and advertising of the Products.

11 79. There were reasonable alternatives available to Defendant to further Defendant's
12 legitimate business interests, other than the conduct described herein.

13 80. Plaintiff and members of the Class could not have reasonably avoided injury.
14 Defendant's uniform Representations regarding the Products were likely to deceive, and Defendant
15 knew that its Representations were misleading.

16 81. Plaintiff purchased the Products with the reasonable belief that the sweetness of the
17 Products is derived substantially from stevia extract and was misled and deceived.

18 ***Defendant's Conduct Constitutes an Unlawful Business Act***

19 82. Defendant's misrepresentation of material facts, as set forth herein, also constitutes an
20 "unlawful" practice because it violates California Civil Code §§ 1572, 1573, 1709, 1710, 1711, and
21 1770 and the laws and regulations cited herein, as well as the common law.⁶

22 83. Defendant's conduct in making the Representations constitutes a knowing failure to
23 adopt policies in accordance with and/or adherence to applicable laws, as set forth herein, all of which
24

25
26 ⁶ The California Civil Code Sections prohibit the following conduct: (i) § 1572: actual fraud, including by suggestion
27 of an untrue fact or suppression of that which is true; (ii) § 1573: constructive fraud, including by breach of duty "by
28 misleading another to his prejudice" and in any act or omission that the law declares to be fraudulent; (iii) §§ 1709-1711:
willfully deceiving another or a particular class of persons "with intent to induce him to alter his position to his injury or
risk", including by suggestion of a fact that is not true or suppression of a fact by one who is bound to disclose it, or by
giving information "of other facts which are likely to mislead for want of communication of that fact"; (iv) § 1770: listing
proscribed practices, including unfair methods of competition and unfair or deceptive acts and practices, as described herein.

1 are binding upon and burdensome to its competitors.

2 84. This conduct engenders an unfair competitive advantage for Defendant, thereby
3 constituting an unfair business practice under California Business & Professions Code §§ 17200-17208.

4 85. Plaintiff and members of the Class have been directly and proximately injured by
5 Defendant's conduct in ways including, but not limited to, the monies paid to Defendant for the
6 Products, interest lost, and consumers' unwitting support of a business enterprise that promotes
7 deception and undue greed to the detriment of consumers, such as Plaintiff and Class members.

8 86. As a result of the business acts and practices described above, Plaintiff and members of
9 the Class are entitled to such Orders and judgments that may be necessary to disgorge Defendant's ill-
10 gotten gains and to restore to any person in interest any money paid for the Products as a result of the
11 wrongful conduct of Defendant.

12 87. Pursuant to Civil Code § 3287(a), Plaintiff and the Class are further entitled to pre-
13 judgment interest as a direct and proximate result of Defendant's unfair and fraudulent business
14 conduct. The amount on which interest is to be calculated is a sum certain and capable of calculation,
15 and Plaintiff and the Class are entitled to interest in an amount according to proof.

16 *No Adequate Remedy at Law*

17 88. Plaintiff's legal remedy is inadequate.

18 89. Disgorgement serves to make illegal conduct unprofitable. Thus, disgorgement uniquely
19 serves as a deterrent for future, unlawful conduct by Defendant.

20 90. In addition, Plaintiff's request for equitable relief goes beyond Plaintiff's request for
21 legal damages.

22 91. Disgorgement is based on Defendant's gain, rather than Plaintiff's loss.

23 92. Accordingly, as a measure of Defendant's unjust enrichment or ill-gotten gains,
24 disgorgement permits recovery of interest.

25 93. In addition, disgorgement can be readily measured as a sum certain according to
26 Defendant's financial records while legal damages are generally subject to complex and costly expert
27 valuation.

28 94. In addition, the reach of equitable relief may extend beyond that of legal damages.

1 While legal damages under the CLRA are limited by statute (e.g., to persons who purchase for personal,
2 family or household purposes) equitable relief under the UCL is not statutorily limited.

3 95. As a result of the business acts and practices described above, pursuant to § 17203,
4 Plaintiff and members of the Class are entitled to an order enjoining such future wrongful conduct on
5 the part of Defendant.

6 96. As set forth herein, Plaintiff's remedy at law is inadequate to allow Plaintiff to determine
7 whether the labeling and advertising of the Products has been remediated and thus whether she can
8 purchase the Products in the future.

9 **COUNT II**
10 **Violation of California's False Advertising Law ("FAL")**
11 **(Cal. Bus. & Prof. Code §§ 17500, et seq.)**

12 97. Plaintiff re-alleges and incorporates by reference the allegations contained in the
13 preceding paragraphs of this complaint, as though fully set forth herein.

14 98. California Business & Professions Code § 17500 prohibits "unfair, deceptive, untrue or
15 misleading advertising . . ." (the "FAL").

16 99. Defendant violated § 17500 when it represented, through its false and misleading
17 Representations, that the Products possess characteristics and value that they do not have.

18 100. Defendant's deceptive practices and misleading advertising were designed to induce
19 reasonable consumers like Plaintiff to purchase the Products.

20 101. Defendant's uniform, material misrepresentations regarding the Products was likely to
21 deceive, and Defendant knew or should have known that its uniform misrepresentations were
22 misleading.

23 102. Plaintiff purchased the Products in reliance on the Representations made by Defendant,
24 including that the Product labeling was accurate as alleged herein, and without knowledge of
25 Defendant's misrepresentation.

26 103. Plaintiff and members of the Class have been directly and proximately injured by
27 Defendant's conduct in ways including, but not limited to, the monies paid to Defendant for the
28 Products, interest lost on those monies, and consumers' unwitting support of a business enterprise that
promotes deception and undue greed to the detriment of consumers, such as Plaintiff and Class

1 members.

2 104. The above acts of Defendant were and are likely to deceive reasonable consumers in
3 violation of § 17500.

4 105. In making the Representations alleged herein, Defendant knew or should have known
5 that the Representations were untrue or misleading, and acted in violation of § 17500.

6 106. As a direct and proximate result of Defendant's unlawful conduct in violation of § 17500
7 Plaintiff and members of the Class request an Order requiring Defendant to disgorge its ill-gotten gains
8 and/or award full restitution of all monies wrongfully acquired by Defendant by means of such acts of
9 false advertising, as well as interests and attorneys' fees.

10 *No Adequate Remedy at Law*

11 107. Plaintiff's legal remedy is inadequate.

12 108. Disgorgement serves to make illegal conduct unprofitable. Thus, disgorgement uniquely
13 serves as a deterrent for future, unlawful conduct by Defendant.

14 109. In addition, Plaintiff's request for equitable relief goes beyond Plaintiff's request for
15 legal damages.

16 110. Disgorgement is based on Defendant's gain, rather than Plaintiff's loss.

17 111. Accordingly, as a measure of Defendant's unjust enrichment or ill-gotten gains,
18 disgorgement permits recovery of interest.

19 112. In addition, disgorgement can be readily measured as a sum certain according to
20 Defendant's financial records while legal damages are generally subject to complex and costly expert
21 valuation.

22 113. In addition, the reach of equitable relief may extend beyond that of legal damages. While
23 legal damages under the CLRA are limited by statute (e.g., to persons who purchase for personal, family
24 or household purposes) equitable relief under the FAL is not statutorily limited.

25 114. As a result of the business acts and practices described above, pursuant to § 17203,
26 Plaintiff and members of the Class are entitled to an order enjoining such future wrongful conduct on
27 the part of Defendant.

28 115. As set forth herein, Plaintiff's remedy at law is inadequate to allow Plaintiff to

1 determine whether the labeling and advertising of the Products has been remediated and thus whether
2 she can purchase the Products in the future.

3 **COUNT III**

4 **Violation of California's Consumer Legal Remedies Act ("CLRA")**
5 **(Cal. Civ. Code § 1750, *et seq.*)**

6 116. Plaintiff re-alleges and incorporates by reference the allegations contained in the
7 preceding paragraphs of this complaint, as though fully set forth herein.

8 117. Plaintiff brings this action pursuant to California's Consumer Legal Remedies Act
9 ("CLRA"), Cal. Civ. Code § 1750, *et seq.*

10 118. The CLRA provides that "unfair methods of competition and unfair or deceptive acts or
11 practices undertaken by any person in a transaction intended to result or which results in the sale or
12 lease of goods or services to any consumer are unlawful."

13 119. The Products are "goods", as defined by the CLRA in California Civil Code § 1761(a).

14 120. Defendant is a "person", as defined by the CLRA in California Civil Code § 1761(c).

15 121. Plaintiff and members of the Class are "consumers", as defined by the CLRA in
16 California Civil Code § 1761(d).

17 122. Purchase of the Products by Plaintiff and members of the Class are "transactions," as
18 defined by the CLRA in California Civil Code § 1761(e).

19 123. Defendant violated section 1770(a)(5) by representing that the Products have
20 "characteristics, . . . uses [or] benefits . . . which [they] do not have" in that the Products are falsely and
21 misleadingly labeled and represented, as described herein.

22 124. Defendant violated section 1770(a)(7) by representing that the Products "are of a
23 particular standard, quality, or grade . . . if they are of another" by making the false and misleading
24 Representations described herein.

25 125. Defendant violated section 1770(a)(9) by advertising the Products "with intent not to
26 sell them as advertised" in that the Products are misrepresented as described herein.

27 126. Defendant's uniform, material, misrepresentations regarding the Products were likely to
28 deceive, and Defendant knew or should have known that its misrepresentations were untrue and
misleading.

1 127. Plaintiff and members of the Class relied on Defendant's Representations and could not
2 have reasonably avoided injury.

3 128. Plaintiff and members of the Class were unaware of the existence of facts that Defendant
4 suppressed and failed to disclose.

5 129. Plaintiff and members of the Class would not have purchased the Products and/or would
6 have purchased them on different terms had they known the truth.

7 130. Plaintiff and members of the Class have been directly and proximately injured by
8 Defendant's conduct.

9 131. Such injury includes, but is not limited to, the purchase price of the Products and/or the
10 improper premium price of the Products at which they were offered.

11 132. Moreover, Defendant's conduct is malicious, fraudulent, and/or wanton in that
12 Defendant intentionally misled and withheld material information from consumers, including to
13 increase the sale of the Products.

14 133. Pursuant to California Civil Code § 1782(a), Plaintiff's counsel previously provided
15 notice to Defendant by notice letter dated May 19, 2026 setting forth the alleged violations of the
16 Consumer Legal Remedies Act.

17 134. Despite giving Defendant more than 30 days from the date of the notification letter to
18 provide appropriate relief for violations of the CLRA, Defendant failed to respond to the notice or to
19 provide any such relief. As such, Plaintiff also seeks compensatory, monetary and punitive damages,
20 and requests that this Court enter such Orders or judgments as may be necessary to restore to any person
21 in interest any money which may have been acquired by means of such unfair business practices, and
22 for such other relief as is provided in California Civil Code § 1780 and in the Prayer for Relief.

23 135. As a direct and proximate result of Defendant's unlawful conduct in violation of the
24 CLRA, Plaintiff and members of the Class request an Order pursuant to § 1780 enjoining such future
25 wrongful conduct on the part of Defendant.

26
27 **COUNT IV**
 Breach of Express Warranty

28 136. Plaintiff re-alleges and incorporates by reference the allegations contained in the

1 preceding paragraphs of this Complaint, as though fully set forth herein.

2 137. By advertising and selling the Products at issue, Defendant made promises and
3 affirmations of fact on the Products' packaging and labeling, as described herein.

4 138. This labeling and advertising constitute express warranties and became part of the basis
5 of the bargain between Plaintiff and members of the Class, and Defendant.

6 139. Defendant, through its advertising and labeling, created express warranties that the
7 Products are "made with Stevia Extract."

8 140. The express warranties appear on all labels of the Products and specifically relate to the
9 goods being sold.

10 141. Despite Defendant's express warranties about the nature of the Products, the Products
11 do not comport with the Representations. Thus, the Products were and are not what Defendant
12 represented them to be because the Products are primarily sweetened with erythritol, not stevia extract.

13 142. Accordingly, Defendant breached the express warranties about the Products and their
14 qualities because the Products do not conform to Defendant's affirmations and promises.

15 143. Plaintiff's counsel provided Defendant with pre-suit notice of the breach of warranty by
16 notice letter dated May 19, 2026.

17 144. Plaintiff and members of the Class purchased the Products.

18 145. As a direct and proximate result of Defendant's breach of express warranty, Plaintiff and
19 members of the Class were harmed in the amount of the purchase price they paid for the Products or
20 the price premium paid for the Products.

21 146. Further, Plaintiff and members of the Class have suffered and continue to suffer
22 economic losses and other general and specific damages including, but not limited to, the amounts paid
23 for the Products, and any interest that would have accrued on those monies, in an amount to be proven
24 at trial.

25 **COUNT V**
26 **QUASI-CONTRACT**

27 147. Plaintiff repeats and re-alleges the allegations of the preceding paragraphs as if fully set
28 forth herein.

149. Defendant had knowledge of such benefits.

151. Defendant's acceptance and retention of the benefits is inequitable and unjust because benefits were obtained by Defendant's misleading Representations and unlawful conduct.

PRAYER FOR RELIEF

- A. For an order certifying the Class under Rule 23 of the Federal Rules of Civil Procedure; naming Plaintiff as representative of the Class; and naming Plaintiff's attorneys as Class Counsel to represent the Class;
- B. For an order declaring that Defendant's conduct violates the statutes and laws referenced herein;
- C. For an order awarding, as appropriate, compensatory, statutory, and monetary damages, and restitution or disgorgement to Plaintiff and the Class for all causes of action;
- D. For an order awarding attorneys' fees and costs;
- E. For an order awarding punitive damages;
- F. For an order awarding pre- and post-judgment interest; and
- G. For such other and further relief as the Court deems just and proper.

JURY DEMAND

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

Dated: October 23, 2026

Respectfully submitted,

By: /s/ Frederick J. Klorczyk III

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