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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CONNIE ENRIQUEZ, individually, and on behalf of all others similarly situated,
Plaintiff,

v.

YUMMYEARTH INC. d/b/a YUMEARTH,
Defendant.

Case No. 26-cv-5750

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

INTRODUCTION

This is a straight-forward false advertising class action concerning Defendant YummyEarth Inc., d/b/a YumEarth ("Defendant", "YumEarth" or "YummyEarth") Sour Littles, Gummy Bears, and Jelly Beans (the "Products"). Until February 2026, Defendant represented that the Products were "**allergy friendly - TOP 9 FREE**" in lettering on the front of the packaging:







1. The problem is the Products are not Top 9 allergen free.

2. By YumEarth's own admission, the YummyEarth products identified, Sour Littles, Gummy Bears, and Jelly Beans, all use a processing aid containing wheat starch.

3. Consequently, Plaintiff Connie Enriquez ("Plaintiff") brings this action seeking redress for Defendant's false advertising and deceptive conduct.

JURISDICTION AND VENUE

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

5. This Court has personal jurisdiction over Defendant because Defendant conducts and transacts business in the State of California, contracts to supply goods within the State of California, and supplies goods within the State of California. The Court also has personal jurisdiction over Defendant as Plaintiff's claims arise out of Defendant's contacts with the State of California, as Defendant falsely advertised its products in California, which then induced a California consumer to purchase those products. Finally, it is reasonable for Defendant to defend this lawsuit because it has sold the deceptively advertised Products to Plaintiff and members of the Class in California.

6. Venue is proper in this District pursuant to 28 U.S.C. §1391(b) because Defendant engages in continuous and systematic business activities within the State of California. Venue is further proper pursuant to 28 U.S.C. §1391(b) because a substantial part of the events or omissions giving rise to the claim occurred in this District because Plaintiff purchased one or more of the Products within this District.

PARTIES

7. Defendant YummyEarth Inc. is a New Jersey corporation that maintains its principal place of business at 9 West Broad Street, Suite 440, Stamford, Connecticut 06902. Throughout the class period, Defendant was the manufacturer and distributor of the Products.

8. Plaintiff Connie Enriquez is and was at all relevant times a citizen of California, residing in Riverside County, California. Plaintiff purchased two at-issue Products, namely YumEarth Sour Littles and YumEarth Jelly Beans, during the class period. Plaintiff relied on Defendant's deceptive labeling claims as set forth below.

FACTUAL ALLEGATIONS

9. Defendant is a manufacturer and distributor of various candy and food products.

10. Defendant manufactures products called Sour Littles, Gummy Bears, and Jelly Beans. Each of the Products bears the identical "allergy friendly - TOP 9 FREE" representation and is manufactured with the same wheat-derived processing aid described below. The Products are therefore substantially similar, and the misrepresentation and omission at issue are identical across all three Products. Although Plaintiff purchased YumEarth Sour Littles and YumEarth Jelly Beans, Plaintiff has standing to assert claims as to all of the Products because they carry the same representation, share the same wheat-derived processing aid, and present the same deceptive labeling.

11. Some of these products are also incorporated into other items manufactured by Defendant, including the Chocolate Easter Bunny with Jelly Beans. As used herein, the term "Products" includes any other YumEarth product manufactured with the wheat-derived processing aid described below.

12. For many years, Defendant advertised and marketed the Products as Top 9 allergen free, including free of wheat.

13. However, in its February 2026 "Statement from the YumEarth Leadership Team," published on the YumEarth website, Defendant admitted that some of its products "use a processing aid made from gluten-free wheat starch" during the molding process; that it has now added a "CONTAINS WHEAT" statement to the Products' packaging; and that its recipes have not changed and only its labels have changed.1

14. Despite knowledge that said Products were manufactured with wheat, it was not until the labeling change in 2026 that Defendant provided this information to consumers.

15. Defendant has likewise updated its description of the Products on its website following the labeling change of February 2026.

16. For example, in October 2025, Defendant's website provided the following description for its Sour Littles:[2]

Our Sour Littles are classroom-safe and perfect as a lunchtime snack, an afternoon treat, party favor, Valentine exchange, Easter basket treat, Halloween goodie bag sweet, stocking stuffer and an on-the-go snack!

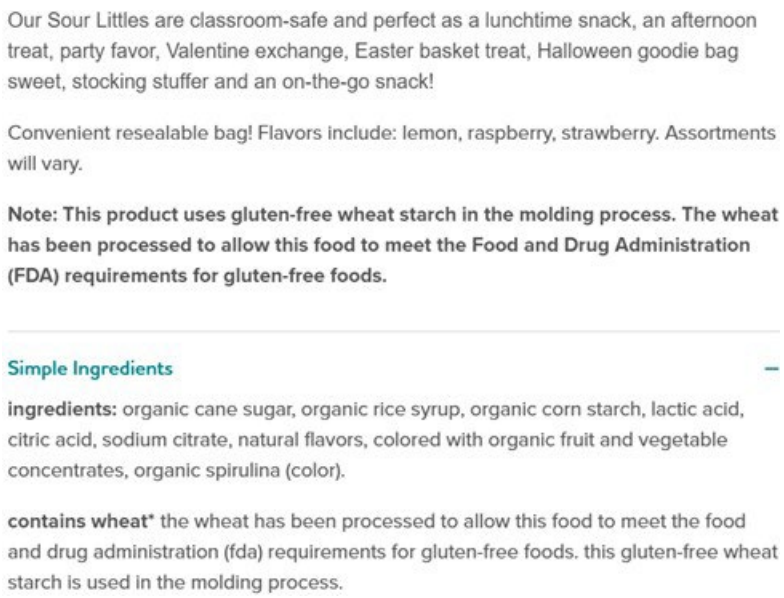
Convenient resealable bag! Flavors include: lemon, raspberry, strawberry. Assortments will vary.

Simple Ingredients –

organic cane sugar, organic rice syrup, organic corn starch, lactic acid, citric acid, sodium citrate, natural flavors, colored with organic fruit and vegetable concentrates, organic spirulina (color).

[1] *Statement from the YumEarth Leadership Team*, YUMEARTH (Feb. 19, 2026), https://yumearth.com/blogs/sweet-source/statement-from-the-yumearth-leadership-team.
[2] *Organic Sour Little*, YUMEARTH, https://web.archive.org/web/20251015150325/https:/yumearth.com/collections/chewy-candy/products/sour-littles (captured on Oct. 15, 2025).

17. Currently, Defendant's website now describes its Sour Littles in the following manner:



Our Sour Littles are classroom-safe and perfect as a lunchtime snack, an afternoon treat, party favor, Valentine exchange, Easter basket treat, Halloween goodie bag sweet, stocking stuffer and an on-the-go snack!

Convenient resealable bag! Flavors include: lemon, raspberry, strawberry. Assortments will vary.

Note: This product uses gluten-free wheat starch in the molding process. The wheat has been processed to allow this food to meet the Food and Drug Administration (FDA) requirements for gluten-free foods.

Simple Ingredients –

ingredients: organic cane sugar, organic rice syrup, organic corn starch, lactic acid, citric acid, sodium citrate, natural flavors, colored with organic fruit and vegetable concentrates, organic spirulina (color).

contains wheat* the wheat has been processed to allow this food to meet the food and drug administration (fda) requirements for gluten-free foods. this gluten-free wheat starch is used in the molding process.

18. Similar changes to Defendant's labeling and website have been made for the other Products identified above as well.

19. Long before the labeling change, Defendant was aware that the Products were processed with wheat. Defendant's statement acknowledges that the Products "use a processing aid made from gluten-free wheat starch" and then confirms that there have been no changes to the products themselves, only to the Product label. In other words, Defendant has always used wheat in the manufacturing process but has only recently changed the Products' labeling.

20. Despite this knowledge, Defendant continued to label the Products as "**allergy friendly - TOP 9 FREE**" as shown in paragraph 1 until the recent change.

21. Defendant no longer uses said labeling for the Products, but rather, labels the Products as "**allergy friendly – NO ARTIFICIAL DYES,**" a change which can be seen below with prior packaging on the left and current packaging on the right.



(Packaging prior to February 2026)



(Packaging subsequent to February 2026)

PLAINTIFF'S EXPERIENCE

22. On or around December 12, 2025, Plaintiff purchased YumEarth Sour Littles and YumEarth Jelly Beans through Amazon.com while located in Riverside County, California. During the same period, Plaintiff also purchased YumEarth Sour Littles and YumEarth Jelly Beans in person at a Sprouts Farmers Market and a Clark's Nutrition & Natural Foods Market, both located in Riverside County, California.

23. At the time of purchase, the Products' front label prominently represented that the Products were "allergy friendly - TOP 9 FREE." Plaintiff read and relied on that representation and reasonably understood it to mean that the Products did not contain, and were not manufactured or processed with, any of the top nine allergens, including wheat. For the purchase made through Amazon.com, the product-detail pages through which Plaintiff purchased the Products prominently displayed photographs of the Products' front labels bearing the "allergy friendly - TOP 9 FREE" representation, which Plaintiff viewed and relied upon before completing her purchase.

24. Plaintiff chose the Products over other available products, and paid a price premium, because of the Top 9 Free representation.

25. Plaintiff Enriquez has a wheat allergy and manages celiac disease. Plaintiff purchased the Products for her household, including her minor child, who is

also allergic to wheat. Plaintiff selects foods for her household in reliance on front-label allergen representations, including the "allergy friendly - TOP 9 FREE" representation to avoid any complications she and her child may suffer if exposed to wheat.

26. Plaintiff did not notice any disclaimer, qualifier, or other explanatory statement on the Products' labeling or packaging that disclosed that the Products contained or were processed with wheat because there is no such disclaimer. At the time of Plaintiff's purchase, she did not know the Products contained or were processed with wheat.

27. Though not always the case, wheat allergy symptoms can be severe—and even deadly.[3] Symptoms may be mild or severe and can include, hives, skin rash, nausea, cramping, indigestion, vomiting, diarrhea, stuffy or runny nose, sneezing, headaches, asthma, and even anaphylaxis.[4]

28. Notably, those with a wheat allergy should avoid not only products that contain wheat, but also those that are manufactured with wheat. "[P]eople with a wheat allergy should also avoid products that bear precautionary statements on the label, such as 'made on shared equipment with wheat,' 'packaged in a plant that also processes wheat' or similar language."[5]

29. Plaintiff purchased the Products, which displayed the assurance "allergy friendly - TOP 9 FREE" on their label, in an attempt to avoid the concerning side effects of wheat ingestion. Given the Products' labeling, Plaintiff was lured into a false sense of surety that the Products were not developed, *or processed*, with wheat.

30. Plaintiff had been a customer of YumEarth since approximately 2020 or earlier because of its "Allergy Friendly" representation on its Products. Plaintiff has previously purchased YumEarth products that similarly include the "Allergy Friendly"

[3] *Wheat*, AM. COLL. OF ALLERGY, ASTHMA, & IMMUNOLOGY, https://acaai.org/allergies/allergic-conditions/food/wheat-gluten/ (last visited Sep. 23, 2026).
[4] *Id.*
[5] *Id.*

label. Prior to December 2025, Plaintiff had not purchased either Sour Littles or Jelly Beans sold by Defendant.

31. Upon discovering that the Products were inaccurately labeled as "Allergy Friendly," Plaintiff removed the Products from her pantry and placed them out of her child's reach.

32. Plaintiff would not have purchased the Products, or would have paid substantially less for them, had Plaintiff known the Products were manufactured with a wheat-derived processing aid. As a result, Plaintiff suffered injury in fact when Plaintiff spent money to purchase Products Plaintiff would not otherwise have purchased.

33. On or around February 16, 2026, Plaintiff contacted Defendant's customer service via email, requesting clarity on the misrepresentation. Outside of automated and generic responses, Defendant YumEarth did not and has not contacted Plaintiff to address her concerns, nor has Defendant provided Plaintiff with a refund.

34. Plaintiff continues to see the Products for sale at various locations. Plaintiff would purchase the Products again if the Products are truthfully advertised and do not contain, or are not processed with, wheat. However, as a result of Defendant's misrepresentations, Plaintiff is unable to rely on the Products' labeling when deciding whether to purchase the Products in the future.

REASONABLE CONSUMERS ARE DECEIVED BY DEFENDANT'S MISREPRESENTATIONS AND OMISSIONS

35. Allergen-free representations demand a price premium and drive purchasing decisions. Consumers managing food allergies and celiac disease—frequently parents purchasing for their children[6]—select products in reliance on front-label allergen claims. Indeed, one in four American consumers reports not purchasing products containing the top nine allergens at all, and more than seven in ten food-

[6] *See Wheat*, AM. COLL. OF ALLERGY, ASTHMA, & IMMUNOLOGY, https://acaai.org/allergies/allergic-conditions/food/wheat-gluten/ (last visited Sep. 23, 2026) ("Wheat allergy is most common in children.").

allergy consumers report spending three to five minutes reading the label of every food item they purchase.[7] Defendant built its brand around, and charged a premium for, its "allergy friendly - TOP 9 FREE" positioning. That representation was therefore material to reasonable consumers deciding whether to purchase the Products.

36. Consumers, like Plaintiff, relied on Defendant's labeling statements set forth above. The "allergy friendly - TOP 9 FREE" statement on the front of the label is not ambiguous. Consumers reasonably believe that a product labeled as Top 9 allergen free does not contain and would not be processed with milk, eggs, fish, shellfish, tree nuts, peanuts, **wheat**, soybeans, and sesame.

37. Defendant had exclusive knowledge that the Products contain or were processed with wheat. Consumers do not scour the internet to ensure every product they purchase is not contaminated. They also do not test every product they purchase to ensure the labeling is accurate.

38. Wheat is, and at all relevant times was, one of the nine major food allergens designated by federal law. 21 U.S.C. § 321(qq).

39. Gluten-free wheat starch is wheat starch that has been processed to reduce gluten content below 20 parts per million, the threshold at which FDA regulations permit a food to be labeled "gluten free." *See* 21 C.F.R. § 101.91. Gluten-removed wheat starch remains a wheat-derived ingredient: the washing process removes gluten proteins, but it does not remove other wheat proteins, and it does not transform wheat into a non-wheat substance.

40. Wheat allergy is distinct from celiac disease. Individuals with wheat allergy may react to wheat proteins other than gluten,[8] and standard gluten testing does

[7] FOOD ALLERGY RSCH. & EDUC. (FARE), *New Research Shows One-in-Four American Consumers Do Not Purchase Products Containing the Top 9 Food Allergens* (June 22, 2020) (Food Allergy Consumer Journey Study; reporting that 25% of American consumers do not purchase products containing the top nine allergens and that 71% of food-allergy consumers spend three to five minutes reading the label of every food item purchased).

[8] See *Wheat*, AM. COLL. OF ALLERGY, ASTHMA, & IMMUNOLOGY, https://acaai.org/allergies/allergic-conditions/food/wheat-gluten/ (last visited Sept. 25, 2026) (identifying albumin, globulin, gliadin, and gluten among the wheat proteins capable of triggering allergic reactions).

not detect the presence of wheat-derived ingredients—it measures only gluten.[9] A product may accordingly test below 20 parts per million gluten and still contain, or have been processed with, wheat. In addition, individuals with celiac disease vary in sensitivity, and many individuals and families managing celiac disease choose to avoid all wheat-derived ingredients, including gluten-removed wheat starch, as a matter of medical caution and personal choice.

41. Whether to consume a product processed with gluten-removed wheat starch is a decision that belongs to the consumer. Consumers managing wheat allergy and celiac disease make that decision based on the information manufacturers place on the label. Some consumers accept gluten-removed wheat starch; many do not. By representing the Products as "allergy friendly - TOP 9 FREE" while concealing the use of a wheat-derived processing aid, Defendant deprived consumers of the information necessary to make that decision for themselves and their children, and made it for them.

42. Disclosure was at all times feasible. FDA regulations expressly contemplate gluten-free foods that disclose wheat, requiring such labels to state: "The wheat has been processed to allow this food to meet the Food and Drug Administration (FDA) requirements for gluten-free foods." 21 C.F.R. § 101.91(b)(3). Defendant's own post-February 2026 packaging now bears a "CONTAINS WHEAT" statement together with this precise disclosure. The fact that Defendant recently opted to disclose the wheat in the Products confirms that Defendant could have made that disclosure at any time during the Class Period, and chose not to.

43. Defendant's use of the wheat-derived processing aid was material. A representation that a product is free of the top nine allergens is directed precisely at consumers for whom allergen content determines their purchasing decisions. Defendant built its brand on that representation and charged Plaintiff and its consumers accordingly. Had Plaintiff and Class members known the Products were manufactured

[9] See 21 C.F.R. § 101.91(b)(2), (c) (defining "gluten-free" by reference to gluten content and assessing compliance through testing for gluten).

with wheat, they would not have purchased the Products or would have paid substantially less for them.

PLAINTIFF AND THE PUTATIVE CLASS MEMBERS SUFFERED ECONOMIC INJURY

44. Plaintiff and putative class members spent money that, absent Defendant's actions, they would not have spent. With all the other wheat-free products on the market, a reasonable consumer would choose to purchase a product truthfully advertised to not have or be processed with wheat, and not Defendant's Products.

45. Plaintiff and putative class members are entitled to damages and restitution for the purchase price of the Products. Consumers, including Plaintiff, would not have purchased Defendant's Products if they had known the Products contained wheat.

46. In the alternative, Plaintiff and putative class members suffered injury in the amount of the price premium attributable to the Top 9 Free representation—the difference between the price paid for the Products and the value of the Products as actually manufactured with a wheat-derived processing aid. That premium is quantifiable on a class-wide basis through accepted methods, including hedonic regression and conjoint analysis.

47. Plaintiff brings this action individually and on behalf of other similarly situated consumers to ensure Defendant does not resume its deceptive advertising message, correct the deceptive perception it has created in the minds of consumers, and obtain redress for those who have purchased the Products. As a consequence of Defendant's deceptive labeling and material omissions, Plaintiff alleges Defendant has violated and is violating California's Consumers Legal Remedies Act, Cal. Civ. Code § 1750 et seq. (the "CLRA"), California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. (the "UCL") and committed a breach of express warranty.

NO ADEQUATE REMEDY AT LAW

48. Plaintiff and members of the Class seek equitable relief, including restitution and injunctive relief, in the alternative to and without waiver of their claims for damages. Plaintiff and the Class lack an adequate remedy at law. Restitution and disgorgement under the UCL reach money and profits that a legal damages award may not capture, and the measure and scope of equitable restitution differ from the measure of damages at law. And monetary damages, which compensate only past harm, cannot redress the prospective risk that Defendant resumes the challenged representations, which only injunctive relief can address.

49. The scope of actionable misconduct under the unfair prong of the UCL is broader than the other causes of action asserted herein. It includes Defendant's overall unfair marketing scheme to promote and brand the Products, across a multitude of media platforms, including the Products labels and packaging, over a long period of time, in order to gain an unfair advantage over competitor products. *See* Sanchez v. Sam's West, Inc., No. 2:21-cv-05122-SVW-JC, 2022 WL 2035961, at *2 (C.D. Cal. Mar. 8, 2022) ("'[A]nything that can properly be called a business practice and that at the same time is forbidden by law' is also actionable as a UCL violation.") (quoting Cel-Tech Commc'ns, Inc. v. L.A. Cellular Tel. Co., 20 Cal. 4th 163, 180 (1999)). The UCL also creates a cause of action for violations of law (such as statutory or regulatory requirements and court orders related to similar representations and omissions made on the type of products at issue). *Id.* Plaintiff and class members may also be entitled to restitution under the UCL, *Id.* (noting that injunctive relief and restitution are available under the UCL), while not entitled to damages under other causes of action asserted herein (e.g., the CLRA is limited to certain types of plaintiffs [an individual who seeks or acquires, by purchase or lease, any goods or services for personal, family, or household purposes] and other statutorily enumerated conduct).

50. Injunctive relief requiring Defendant to truthfully advertise the Products is an important objective of this litigation. Injunctive relief remains appropriate on behalf of Plaintiff and members of the class notwithstanding Defendant's February 2026 labeling change: that change was voluntary; no court order or settlement compels the corrected labels; Defendant has revised its packaging claims unilaterally before and remains free to revert to the prior representations at any time; and Products bearing the prior labeling may remain in retail channels. Injunctive relief is necessary to prevent Defendant from continuing to engage in the unfair, fraudulent, and/or unlawful conduct described herein and to prevent future harm—none of which can be achieved through available legal remedies (such as monetary damages to compensate past harm). In addition, Plaintiff is currently unable to accurately quantify the damages caused by Defendant's future harm, because discovery and Plaintiff's investigation have not yet completed, rendering injunctive relief necessary. Further, because a public injunction is available under the UCL, damages will not adequately benefit the general public in a manner equivalent to an injunction.

51. Plaintiff pleads the inadequacy of legal remedies, and Plaintiff's equitable claims are in the alternative to Plaintiff's claims for damages, so that equitable relief remains available regardless of how the legal claims are resolved. To the extent the Court determines that an adequate legal remedy exists as to any claim, Plaintiff's claims for restitution, disgorgement, and injunctive relief are pleaded in the alternative to that legal relief. A legal damages award would not afford complete relief because it would neither enjoin Defendant from resuming the challenged representations nor reach the full measure of money and profits recoverable in equity.

CLASS ACTION ALLEGATIONS

52. Plaintiff brings this action as a class action pursuant to Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3) on behalf of the following Class:

> All persons who, while in the State of California, purchased the Products for personal use at any time from four years preceding the filing of this

action through February 19, 2026, the date of Defendant's corrective disclosure (the "Class").

53. Excluded from the class are: (i) Defendant and its officers, directors, and employees; (ii) any person who files a valid and timely request for exclusion; and (iii) judicial officers and their immediate family members and associated court staff assigned to the case.

54. 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.

55. The Class is appropriate for certification because Plaintiff can prove the elements of the claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

56. Numerosity: Class Members are so numerous that joinder of all members is impracticable. Plaintiff believes that there are thousands of consumers who are Class Members as described above and who have been damaged by Defendant's deceptive and misleading practices.

57. Commonality: There is a well-defined community of interest in the common questions of law and fact affecting all Class Members. The questions of law and fact common to the Class Members which predominate over any questions which may affect individual Class Members include, but are not limited to:

a. Whether Defendant is responsible for the conduct alleged herein which was uniformly directed at all consumers who purchased the Products;

b. Whether Defendant's misconduct set forth in this Complaint demonstrates that Defendant engaged in unfair, fraudulent, or unlawful business practices with respect to the advertising, marketing, and sale of the Products;

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

d. Whether Plaintiff and the Class are entitled to money damages and/or restitution under the same causes of action as the other Class Members.

58. Typicality: Plaintiff is a member of the Class that Plaintiff seeks to represent. Plaintiff's claims are typical of the claims of each Class Member in that every member of the Class was susceptible to the same deceptive, misleading, conduct and every Class Member purchased the Products. Plaintiff is entitled to relief under the same causes of action as the other Class Members.

59. Adequacy: Plaintiff is an adequate Class representative because Plaintiff's interests do not conflict with the interests of the Class Members Plaintiff seeks to represent; the consumer fraud claims are common to all other members of the Class, and Plaintiff has a strong interest in vindicating the rights of the class. Plaintiff has retained counsel competent and experienced in complex class action litigation and Plaintiff and proposed Class Counsel intend to vigorously prosecute this action. Plaintiff has no interests which conflict with those of the Class. The Class Members' interests will be fairly and adequately protected by Plaintiff and proposed Class Counsel. Defendant has acted in a manner generally applicable to the Class, making relief appropriate with respect to Plaintiff and the Class Members. Plus, the prosecution of separate actions by individual Class Members would create a risk of inconsistent and varying adjudications.

60. The Class is properly brought and should be maintained as a class action because a class action is superior to traditional litigation of this controversy. A class action is superior to the other available methods for the fair and efficient adjudication of this controversy because:

a. The joinder of hundreds of individual Class Members is impracticable, cumbersome, unduly burdensome, and a waste of judicial and/or litigation resources;

b. The individual claims of the Class Members may be relatively modest compared with the expense of litigating the claim, thereby making it impracticable, unduly burdensome, and expensive to justify individual actions;

c. When Defendant's liability has been adjudicated, all Class Members' claims can be determined by the Court and administered efficiently in a manner far less burdensome and expensive than if it were attempted through filing, discovery, and trial of all individual cases;

d. This class action will promote orderly, efficient, expeditious, and appropriate adjudication and administration of Class claims;

e. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action;

f. This class action will assure uniformity of decisions among Class Members;

g. The Class is readily definable and prosecution of this action as a class action will eliminate the possibility of repetitious litigation; and

h. Class Members' interests in individually controlling the prosecution of separate actions are outweighed by their interest in efficient resolution by single class action.

61. Additionally, or in the alternative, the Class also may be certified because Defendant has acted or refused to act on grounds generally applicable to the Class

thereby making final declaratory and/or injunctive relief with respect to the members of the Class as a whole, appropriate.

62. Plaintiff seeks preliminary and permanent injunctive and equitable relief on behalf of the Class, on grounds generally applicable to the Class, to enjoin and prevent Defendant from engaging in the acts described, and to require Defendant to provide full restitution to Plaintiff and Class members.

63. Unless the Class is certified, Defendant will retain monies that were taken from Plaintiff and Class members as a result of Defendant's wrongful conduct. Unless a class-wide injunction is issued, Defendant will remain free to resume the violations alleged, and the members of the Class and the general public will remain at risk of being misled.

FIRST CLAIM FOR RELIEF
Violation of California's Consumers Legal Remedies Act
Cal. Civ. Code §§ 1750 *et seq.*
(On Behalf of Plaintiff and Class Members)

64. Plaintiff realleges and incorporates by reference all allegations contained in this complaint, as though fully set forth herein.

65. Plaintiff brings this claim under the CLRA individually and on behalf of the Class against Defendant.

66. At all times relevant hereto, Plaintiff and the members of the Class were "consumer[s]," as defined in California Civil Code section 1761(d).

67. At all relevant times, Defendant constituted a "person," as defined in California Civil Code section 1761(c).

68. At all relevant times, the Products manufactured, marketed, advertised, and sold by Defendant constituted "goods," as defined in California Civil Code section 1761(a).

69. The purchases of the Products by Plaintiff and the members of the Class were and are "transactions" within the meaning of California Civil Code section 1761(e).

70. Defendant disseminated, or caused to be disseminated, through their advertising, false and misleading representations, including the Products' labeling that they do not contain wheat. Defendant's representations violate the CLRA in the following ways:

a. Defendant represented that the Products have characteristics, ingredients, uses, and benefits which they do not have (CAL. CIV. CODE § 1770(a)(5));

b. Defendant represented that the Products are of a particular standard, quality, or grade, which they are not (CAL. CIV. CODE § 1770(a)(7));

c. Defendant advertised the Products with an intent not to sell the Products as advertised (CAL. CIV. CODE § 1770(a)(9)); and

d. Defendant represented that the subject of a transaction has been supplied in accordance with a previous representation when it has not (CAL. CIV. CODE § 1770(a)(16)).

71. Defendant violated the CLRA because the Products contain and/or are manufactured with wheat although their labels represented that the Products were Top 9 allergen free. Defendant knew or should have known that consumers would want to know that the Products contain and/or are manufactured with wheat. The fact that the Products contain and/or are manufactured with wheat is material to consumers because reasonable consumers would believe that a product labeled as Top 9 allergen free would not have or be processed with wheat.

72. Defendant's actions as described herein were done with conscious disregard of Plaintiff and the Class members' rights and were wanton and malicious.

73. Defendant's wrongful business practices constituted a continuing course of conduct in violation of the CLRA throughout the Class Period, during which Defendant continuously represented that the Products were free of the top nine

allergens, including wheat, when in fact the Products were manufactured with a wheat-derived processing aid.

74. Pursuant to California Civil Code section 1782(d), Plaintiff and the members of the Class seek an order enjoining Defendant from engaging in the methods, acts, and practices alleged herein.

75. Pursuant to California Civil Code section 1782, on September 28, 2026, Plaintiff notified Defendant in writing, by certified mail with return receipt requested sent to Defendant's corporate headquarters in Stamford, Connecticut, of the alleged violations of the CLRA, and demanded that Defendant rectify the problems associated with the actions detailed above and give notice to all affected consumers of their intent to so act. If Defendant fails to rectify or agree to rectify the problems associated with the actions detailed herein and give notice to all affected consumers within 30 days of the date of written notice pursuant to section 1782 of the CLRA, Plaintiff will amend this complaint to seek actual, punitive, and statutory damages, as appropriate.

76. Pursuant to section 1780(d) of the CLRA, below is an affidavit showing that this action was commenced in a proper forum.

SECOND CLAIM FOR RELIEF
Violation of California's Unfair Competition Law
Cal. Bus. & Prof. Code § 17200 *et seq.*
(On Behalf of Plaintiff and Class Members)

77. Plaintiff realleges and incorporates by reference all allegations contained in this complaint, as though fully set forth herein.

78. Plaintiff brings this claim under the UCL individually and on behalf of the Class against Defendant.

79. The UCL prohibits any "unlawful," "fraudulent," or "unfair" business act or practice and any false or misleading advertising.

80. Defendant committed unlawful business acts or practices by making the representations as set forth more fully herein, and violated California Civil Code

sections 1770(a)(5), (7), (9) and (16), California Business & Professions Code section 17500 et seq., California common law breach of warranties, and California's Sherman Food, Drug, and Cosmetic Law, CAL. HEALTH & SAFETY CODE § 109875 et seq., which incorporates the federal allergen-declaration requirements of 21 U.S.C. § 343(w). Plaintiff, individually and on behalf of the other Class members, reserves the right to allege other violations of law, which constitute other unlawful business acts or practices. Such conduct continued throughout the Class Period.

81. Defendant committed "unfair" business acts or practices by: (1) engaging in conduct where the utility of such conduct is outweighed by the harm to Plaintiff and the members of the Class; (2) engaging in conduct that is immoral, unethical, oppressive, unscrupulous, or substantially injurious to Plaintiff and the members of the Class; and (3) engaging in conduct that undermines or violates the intent of the consumer protection laws alleged herein. There is no societal benefit from deceptive advertising. Plaintiff and the other Class members paid for Products that are not as advertised by Defendant. While Plaintiff and the other Class members were economically harmed, Defendant was unjustly enriched by its false misrepresentations. As a result, Defendant's conduct is "unfair," as it offended an established public policy. There were reasonably available alternatives to further Defendant's legitimate business interests, other than the conduct described herein.

82. Defendant committed "fraudulent" business acts or practices by making the representations of material fact regarding the Products set forth herein. Defendant's business practices as alleged are "fraudulent" under the UCL because they are likely to deceive customers into believing the Products do not contain or are not processed with wheat.

83. Plaintiff and the other members of the Class have in fact been deceived as a result of their reliance on Defendant's material representations. This reliance has caused economic harm to Plaintiff and the other members of the Class, each of whom

purchased Defendant's Product. Plaintiff and the other Class members have suffered injury in fact and lost money as a result of purchasing the Product and Defendant's unlawful, unfair, and fraudulent practices.

84. Defendant's wrongful business practices and violations of the UCL continued throughout the Class Period, and absent injunctive relief Defendant remains free to resume them.

85. Plaintiff and the Class seek pre-judgment interest as a direct and proximate result of Defendant's unfair and fraudulent business conduct. The amount on which interest is to be calculated is a sum certain and capable of calculation, and Plaintiff and the Class seek interest in an amount according to proof.

86. Unless restrained and enjoined, Defendant remains free to resume the above-described conduct. Accordingly, injunctive relief is appropriate. Pursuant to California Business & Professions Code section 17203, Plaintiff, individually and on behalf of the Class, seek (1) restitution from Defendant of all money obtained from Plaintiff and the other Class members as a result of unfair competition; (2) an injunction prohibiting Defendant from continuing such unlawful practices; and (3) all other relief this Court deems appropriate, consistent with California Business & Professions Code section 17203.

THIRD CLAIM FOR RELIEF
Breach of Express Warranty
(On Behalf of Plaintiff and Class Members)

87. Plaintiff realleges and incorporates by reference all allegations contained in this complaint, as though fully set forth herein.

88. Plaintiff brings this claim for breach of express warranty individually and on behalf of the Class against Defendant.

89. As the manufacturer, marketer, distributor, and seller of the Products, Defendant issued an express warranty by representing to consumers at the point of

purchase that the Products are "**allergy friendly - TOP 9 FREE"** i.e., free of the top nine allergens, including wheat.

90. Plaintiff and the Class reasonably relied on Defendant's misrepresentations, descriptions and specifications regarding the Products, including the representation that the Products are "**allergy friendly - TOP 9 FREE"** i.e., free of the top nine allergens, including wheat.

91. Defendant's representations were part of the description of the goods and the bargain upon which the goods were offered for sale and purchased by Plaintiff and Members of the Class.

92. In fact, the Products do not conform to Defendant's representations because the Products contain and/or are processed with wheat. By falsely representing the Products in this way, Defendants breached express warranties.

93. Plaintiff relied on Defendant's (the manufacturer) representations on the Products' labels which provide the basis for an express warranty.

94. Pre-suit notice under California Commercial Code section 2607(3)(A) is not required as a condition to this claim. Plaintiff asserts this claim against Defendant in its capacity as the manufacturer of the Products, not as the immediate seller, and Plaintiff had no direct dealings with Defendant. Plaintiff purchased the Products through Amazon.com and third-party retailers, not from Defendant. In the alternative, and to the extent any pre-suit notice is required, the written notice of the alleged CLRA violations and demand to rectify that Plaintiff served on Defendant on September 28, 2026, by certified mail with return receipt requested pursuant to California Civil Code section 1782 also serves as notice of the breach of express warranty, given within a reasonable time after Plaintiff discovered the breach. Plaintiff could not have discovered the breach earlier than Defendant's February 2026 disclosure that the Products were manufactured with a wheat-derived processing aid.

95. As a direct and proximate result of Defendant's breach, Plaintiff and Members of the Class were injured because they: (1) paid money for the Products that were not what Defendants represented; (2) were deprived of the benefit of the bargain because the Products they purchased were different than Defendant advertised; and (3) were deprived of the benefit of the bargain because the Products they purchased had less value than if Defendant's representations about the characteristics of the Products were truthful.

96. Had Defendant not breached the express warranty by making the false representations alleged herein, Plaintiff and Class Members would not have purchased the Products or would not have paid as much as they did for them.

REQUEST FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated, requests relief pursuant to each claim set forth in this complaint, as follows:

a. Declaring that this action is a proper class action, certifying the Class as requested herein, designating Plaintiff as the Class Representative and appointing the undersigned counsel as Class Counsel;

b. Ordering restitution and disgorgement of all profits and unjust enrichment that Defendant obtained from Plaintiff and the Class members as a result of Defendant's unlawful, unfair, and fraudulent business practices;

c. Ordering injunctive relief as permitted by law or equity, including enjoining Defendant from continuing the unlawful practices as set forth herein, and ordering Defendant to engage in a corrective advertising campaign;

d. Ordering damages for Plaintiff and the Class;

e. Ordering Defendant to pay attorneys' fees and litigation costs to Plaintiff and the other members of the Class;

f. Ordering Defendant to pay both pre- and post-judgment interest on any amounts awarded; and

g. Ordering such other and further relief as may be just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury of all claims in this complaint so triable.

Date: September 29, 2026

Respectfully submitted,

By:_____

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