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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Grace Greenbach, individually and on behalf of all others similarly situated,

Plaintiff,

v.

Babo Botanicals Inc.

Defendant.

Case No. 5:26-cv-03241-EJD

FIRST AMENDED CLASS ACTION COMPLAINT

(1) UNFAIR COMPETITION
(2) FALSE ADVERTISING
(3) CONSUMER LEGAL REMEDIES ACT
(4) BREACH OF EXPRESS WARRANTY
(5) BREACH OF IMPLIED WARRANTY
(6) INTENTIONAL MISREPRESENTATION/FRAUD
(7) BREACH OF CONSUMER PROTECTION STATUTES
(8) UNJUST ENRICHMENT

DEMAND FOR JURY TRIAL

Plaintiff Grace Greenbach ("Plaintiff") brings this action on behalf of herself and all others similarly situated against Defendant Babo Botanicals Inc. ("Babo" or "Defendant"). Plaintiff files this First Amended Complaint with Defendant's written consent and the Court's leave, pursuant to the parties' stipulation and the Court's September 22, 2026 Order (ECF No. 20). See Fed. R. Civ. P. 15(a)(2). Plaintiff makes the following allegations pursuant to the investigation of her counsel and upon information and belief, except as to allegations specifically pertaining to herself and her counsel, which are based on personal knowledge.

INTRODUCTION

1. This class action aims to hold Defendant, Babo Botanicals Inc., responsible for failing to truthfully and accurately label and market its bath and cosmetic products

2. Defendant manufactures, distributes, advertises and sells a line of bath and cosmetic products, including the shampoos, washes, conditioners, and bubble baths listed in Exhibit A (the "Products[1]").

3. Through representations made on the front label of the Products, including Products' plant-theme imagery and the representation that Products are "made with plant-based ingredients" (the "Misrepresentations"), Defendant conveys that the Products are composed exclusively of natural ingredients, free from artificial ingredients. But on the contrary the Products contain a number of artificial ingredients.

4. In addition, Defendant reinforces the Misrepresentations through its online listings, which contains further representations regarding the Products' purported natural and plant-based composition.

5. Like other reasonable consumers, Plaintiff was deceived by Defendant's unlawful conduct and brings this action individually and on behalf of all similarly situated consumers to remedy Defendant's unlawful acts.

THE PARTIES

[1] *See* **Exhibit A**.

6. Defendant Babo Botanicals Inc. is a New York Corporation with its principal place of business located in Scarsdale, New York. At all times during the class period, Defendant was the manufacturer, distributor, marketer, and seller of the Products.

7. Plaintiff Greenbach purchased Defendant□s Babo Botanicals Moisturizing Oat & Calendula Shampoo[2] from Amazon.com (ASIN B00OFXJY50) (the □Product□) while residing in Capitola, California, on or about July 2025. Prior to purchasing the Product, Plaintiff saw Defendant□s flower-themed imagery on the packaging, and Defendant□s representation on the Product that it is □made with Plant-Based ingredients□ i.e. the Misrepresentations. Plaintiff also saw Defendant□s representations on the Product□Amazon.com listing, which stated □Plant-Based & Hypoallergenic formula: Specifically formulated with naturally-derived ingredients including calendula oil soothes scalp with cradle cap or dry patches□ and □Made with 23 plant-based ingredients like comforting oat & nourishing calendula.□ (the □Additional Representations□). Plaintiff relied on the Misrepresentations and the Additional Representations when she purchased the Product online. Even a review of the back label would not have revealed that the Product contains synthetic ingredients. As alleged below, the back label reinforces the plant-based message, marks synthetic ingredients as □Plant-Based Ingredients,□ and lists the remaining ingredients by technical chemical names that an ordinary consumer cannot decipher. The Misrepresentations and the Additional Representations caused Plaintiff to believe the Product was made exclusively of natural, plant-based ingredients to the exclusion of artificial ingredients. When shopping for the Product, Plaintiff specifically sought out products that were natural. Plaintiff did not expect Defendant□s representations on the front label and in the online listing to be false, and did not expect Defendant to publicly place deceptive statements about the Product on the front label or its online listings.

8. The Product□s back label does not dispel the Misrepresentations; it reinforces them. It states that the Product provides □More Gentle Plant-Based Moisture□ □With Pure Flower & Plant

[2] https://www.amazon.com/Babo-Botanicals-Moisturizing-Shampoo-Calendula/dp/B00OFXJY50?th=1 (last accessed April 9, 2026)

Extracts," and it bears seals stating "Plant Ingredients With Results" and "23 Plant-Based Ingredients." Reasonable consumers are not expected to parse the technical chemical names in the back-label ingredient list, which discloses that the Product contains a number of artificial ingredients, including citric acid, sodium c14-16 olefin sulfonate, cocamidopropyl betaine, sodium lauroyl methyl isethionate, sodium methyl cocoyl taurate, ethylhexylglycerin.

9. Even the back label's ingredient list misleads. Defendant marks some ingredients with a leaf symbol identifying them as "Plant-Based Ingredients," which the label defines as "ingredients from plant origin." Defendant applies that designation to ingredients that are chemically synthesized or industrially manufactured, including citric acid, sodium lauroyl methyl isethionate, cocamidopropyl betaine, and sodium methyl oleoyl taurate. A consumer who reads the ingredient list is thus told that these manufactured ingredients are plant-based. The ingredients that Defendant does not designate as plant-based, including sodium methyl cocoyl taurate, sodium C14-16 olefin sulfonate, guar hydroxypropyltrimonium chloride, sodium benzoate, ethylhexylglycerin, potassium sorbate, and sodium hydroxide, confirm that the Product is not the plant-based formula that its front label and online listing convey. In all, the Product's label lists thirty-three ingredients. Defendant itself designates only twenty-three of them as plant-based, the source of its "23 Plant-Based Ingredients" seal, and at least four of those twenty-three are chemically synthesized or industrially manufactured.

10. Plaintiff saw and relied on the Misrepresentations and Additional Representations on the Product's Amazon.com listing and on the front label of the Product. Plaintiff would not have purchased the Product, or would have paid less for the Product, had she known that the Product was not exclusively made with plant-based ingredients. As a result, Plaintiff suffered injury in fact when she spent money purchasing the Product she would not have purchased, or would have paid less for, absent Defendant's misconduct.

11. Plaintiff desires to, and would purchase Defendant's Products again if the Products' labels were accurate and if the Products truthfully were completely natural without artificial ingredients. However, because of Defendant's ongoing misrepresentations, Plaintiff is unable to

rely on the Products labeling when deciding in the future whether to purchase the Products. Considering that the Defendant continues to sell the Product for sale, she is at an imminent risk of future injury.

12. Plaintiff reserves the right to amend this Complaint to add different or additional defendants, including without limitation any officer, director, employee, supplier, or distributor of Defendant who has knowingly and willfully aided, abetted, and/or conspired in the false and deceptive conduct alleged herein.

JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A), as amended by the Class Action Fairness Act of 2005 (CAFA), because this case is a class action where the aggregate claims for all members of the proposed class are in excess of $5,000,000.00, exclusive of interests and costs, there are over 100 members of the putative class, and at least one class member is a citizen of a state different from Defendant. The Products are sold at numerous retail stores and Plaintiff is seeking to represent a nationwide class. Thus, there are over 100 members in the proposed class and the proposed class has different citizenships from Defendant. Plaintiff seeks compensatory and statutory damages, disgorgement and restitution. Plaintiff also seeks punitive damages and attorneys fees and costs. *See Montera v. Premier Nutrition Corp.*, No. 16-CV-06980-RS, 2022 WL 10719057, at *3 (N.D. Cal. Oct. 18, 2022), aff'd, 111 F.4th 1018 (9th Cir. 2024) (noting lodestar after jury trial in consumer protection action was $6,806,031.96). Thus, upon information and belief, aggregate sales of the Products during the Class Period exceed $5 million.

14. This Court has personal jurisdiction over the parties because Plaintiff resides in this District and because Defendant has, at all times relevant hereto, systematically and continually conducted, and continues to conduct, business in California, including within this District. Defendant therefore has sufficient minimum contacts with this state, including within this District and/or intentionally availed itself of the benefits and privileges of the California consumer market

through the promotion, marketing, and sale of its products and/or services to residents within this District and throughout California.

15. Pursuant to 28 U.S.C. § 1391, this Court is the proper venue for this action because a substantial part of the events, omissions, and acts giving rise to the claims herein occurred in this District. Also, Plaintiff resides in this District and purchased the Product within this District. Moreover, Defendant systematically conducts business in this District and throughout the State of California, and it distributed, advertised, and sold the Products to Plaintiff and Class Members in this State and District.

FACTUAL BACKGROUND

A. Market and Regulatory Background

16. **Consumer Demand for Natural and Plant-Based Products.** In recent years, consumers have poured billions of dollars into the "plant-based" and "natural" personal care market.[3] Consumers value natural, plant-based products for their perceived benefits of avoiding diseases, attaining health and wellness, helping the environment, assisting local farmers, assisting factory workers who would otherwise be exposed to synthetic and hazardous substances, and financially supporting the companies that share these values.[4] As such, there is a recognized association among consumers and the concept of nature (e.g., "natural" and "plant-based" products) and positive feelings associated with nature. Peer-reviewed published research has found that the perceived naturalness of a product is "very important" to consumers.[5] In response to consumers' desire for plant-based and natural products, many companies, including Defendant, have scrambled to manufacture, market, and sell purportedly "plant-based" and "natural" products in an effort to gain market share. Unfortunately, rather than creating the plant-based and natural products consumers

[3] *See generally* Plant-Based Personal Care Products, Eternal Spiral Books (Nov. 24, 2018), https://eternalspiralbooks.com/plant-based-personal-care-products/ (last accessed October 19, 2022).

[4] *Id.*

[5] S. Roman et al., The importance of food naturalness for consumers: Results of a systematic review, Trends in Food Science & Technology (2017) 67:44-57.

desire, Defendant has instead chosen to "greenwash" the Products and market them through deceptive labeling and advertising (i.e., the Misrepresentations) to convince consumers the Products are natural and plant-based when, in reality, they contain numerous synthetic, artificial, and highly processed ingredients.

17. FTC Guidelines.

a. In response to this consumer fraud, the United States Federal Trade Commission ("FTC") created the "Green Guides" to help companies avoid making misleading and deceptive claims.[6] As relevant here, the FTC stated:

> Marketers, nevertheless, are responsible for substantiating consumers' reasonable understanding of "biobased," and other similar claims, such as "plant-based," in the context of their advertisements.

16 C.F.R. § 260 – Guides for Use of Environmental Marketing Claims, p. 246.[7] Here, Defendant disregarded FTC guidelines on plant-based claims, opting to manufacture the Products with ingredients that are neither water nor plant, and at times entirely artificial, synthetic, or substantially processed. Thus, Defendant did not fulfill its responsibility to "substantiat[e] consumers' reasonable understanding of" "plant-based" advertising claims as reasonable consumers, such as Plaintiff, reasonably believe that "plant-based" Products only contain water or plant ingredients that have not undergone substantial processing.

b. The FTC has also cautioned "[m]arketers that are using terms such as natural must ensure that they can substantiate whatever claims they are conveying to reasonable consumers. If reasonable consumers could interpret a natural claim as representation that a product contains nonartifical ingredients, that the marketer must be able to substantiate that fact. Guides for the Use of Environmental Marketing Claims, 75 FR 63552-01, 63586 (Oct. 15, 2010).

18. Definitions

[6] See generally 16 C.F.R. § 260 – Guides for the Use of Environmental Marketing Claims.
[7] Available at https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-issues-revised-green-guides/greenguidesstatement.pdf (emphasis added).

a. Dictionary: Natural. The Merriam-Webster standard dictionary defines "natural" as "existing in or produced by nature: not artificial.[8]"

b. Synthetic. "The term "synthetic" means a substance that is formulated or manufactured by a chemical process or by a process that chemically changes a substance extracted from naturally occurring plant, animal, or mineral source[.] 7 U.S.C. § 6502 (21).

c. Dictionary: Artificial. The Merriam-Webster standard dictionary defines "artificial" as "humanly contrived" and "MAN-MADE."[9]

B. Defendant's background and deception

19. Defendant sells a variety of bath and cosmetic products.

20. Below is Defendant's Moisturizing Oat & Calendula Shampoo & Wash, which is one of Defendants' Products:

[8] Merriam-Webster.com, natural, available at https://www.merriam-webster.com/dictionary/natural (last accessed October 16, 2026).
[9] Merriam-Webster.com, artificial, available at https://www.merriam-webster.com/dictionary/artificial (accessed 11/3/2022).



21. The Products are substantially similar. Each is a Babo Botanicals-branded hair or body care product (a shampoo, wash, conditioner, conditioning spray, or bubble bath) sold under the same brand, in packaging featuring botanical imagery, through Defendant□s website, babobotanicals.com, and through retailers including Amazon.com. Each Product□s front label represents that the Product is plant-based: all but one state that the Product is □made with Plant-Based ingredients,□ and the remaining Product, the Eucalyptus Remedy Plant-Based Conditioner, is labeled a □Plant Based Conditioner.□ Each Product also contains one or more of the same chemically manufactured ingredients identified in Exhibit A, including the synthetic surfactants sodium lauroyl methyl isethionate and sodium methyl cocoyl taurate, the synthetic preservative ethylhexylglycerin, manufactured citric acid, and, in the conditioners, the synthetic quaternary

ammonium compounds behentrimonium chloride and stearalkonium chloride. The Misrepresentations therefore convey the same message on every Product, and that message is false for the same reason: every Product contains artificial ingredients. A reasonable consumer would understand the Misrepresentations the same way regardless of which Product she purchased. Exhibit A identifies each Product and the artificial ingredients it contains.

22. The Products' front label say "made with Plant-Based ingredients."

23. The Products' front label has images of flowers.

24. Together, the statement "made with Plant-Based ingredients" and the surrounding flower imagery convey a single, concrete message: that the Products are plant-based, made from plant ingredients rather than artificial or synthetic ones. Nothing on the front label qualifies that message. There is no asterisk, percentage, or disclaimer, and a reasonable consumer would not need any additional information to understand it. *See Whiteside v. Kimberly Clark Corp.*, 108 F.4th 771 (9th Cir. 2024) (holding that "plant-based" plausibly conveys a concrete and unambiguous meaning). The Amazon.com listing for the Product reinforces the same message by describing a "Plant-Based & Hypoallergenic formula." The FTC's Green Guides provide that "[i]t is deceptive to misrepresent, directly or by implication, that a product or package is made with renewable materials," 16 C.F.R. § 260.16(a), and California makes it unlawful to make an untruthful, deceptive, or misleading environmental marketing claim, Cal. Bus. & Prof. Code § 17580.5(a).

25. The Misrepresentations were made at the time of Plaintiff's purchase in July 2025.

26. Additionally, Defendant reinforces the Misrepresentations through its Amazon.com product listing, which contains further representations regarding the Product's purported natural and plant-based composition (the "Additional Representations"). Specifically, the Additional Representations include the following statements: "Plant-Based & Hypoallergenic formula: Specifically formulated with naturally-derived ingredients including calendula oil soothes scalp with cradle cap or dry patches" and is "Made with 23 plant-based ingredients like comforting oat & nourishing calendula."

27. Plaintiff Greenbach saw and relied on the Misrepresentations and the Additional Representations prior to purchasing the Product on or about July 2025.

28. Despite the Misrepresentations and Additional Representations, the Products contain artificial ingredients, including at least one of the following:

a. Citric acid

b. Sodium c14-16 olefin sulfonate A synthetic surfactant produced through petrochemical processing.[10]

c. Cocamidopropyl betaine - A synthetic surfactant manufactured through chemical reactions involving amines and chloroacetic acid.[11]

d. Sodium lauroyl methyl isethionate - A chemically synthesized ester surfactant produced through esterification and further chemical modification.[12]

e. Sodium methyl cocoyl taurate - A synthetic surfactant produced by reacting fatty acids with taurine derivatives.[13]

f. Ethylhexylglycerin - A synthetic preservative produced through chemical modification of glycerin.[14]

g. Stearalkonium chloride - A quaternary ammonium compound manufactured by reacting dimethyl-N-octadecylamine with benzyl chloride, used in hair conditioners and as an antistatic agent.[15]

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[10] https://www.alfa-chemistry.com/product/sodium-c14-olefin-sulfonate-cas-68439-57-6-1480.html? (last accessed April 12, 2026)

[11] https://pmc.ncbi.nlm.nih.gov/articles/PMC11187029/? (last accessed April 12, 2026)

[12] https://www.specialchem.com/cosmetics/inci-ingredients/sodium-lauroyl-methyl-isethionate? (last accessed April 12, 2026)

[13] https://www.specialchem.com/cosmetics/inci-ingredients/sodium-methyl-cocoyl-taurate? (last accessed April 15, 2026)

[14] https://www.macschem.us/ethylhexylglycerin-in-skin-hair-care-uses-and-side-effects/ (last accessed April 12, 2026)

[15] National Library of Medicine, PubChem, Benzyldimethylstearylammonium chloride (Stearalkonium Chloride), CID 31204, https://pubchem.ncbi.nlm.nih.gov/compound/31204 (last accessed October 16, 2026).

h. Behentrimonium chloride - A quaternary ammonium compound (docosyltrimethylammonium chloride) used in cosmetics as a hair-conditioning agent.[16]

i. Hydroxypropyl methylcellulose - A modified cellulose produced by treating methyl cellulose with alkali and propylene oxide.[17]

j. Caprylhydroxamic acid - A hydroxamic acid that functions as a chelating agent in cosmetics.[18]

k. Panthenol - An alcohol derivative of pantothenic acid (vitamin B5), prepared by chemically adding propanolamine to a dimethylbutyrolactone.[19]

29. Each of the Products make the Misrepresentations but contain at least one of the artificial ingredients outlined above.

C. The Citric Acid in the Products is Not Natural or Plant-Based

30. On information and belief, the citric acid in the Products is manufactured citric acid.[20] Commercially produced citric acid is manufactured using a type of black mold called *Aspergillus niger* which is modified to increase citric acid production.[21] On information and belief, Defendant

[16] National Library of Medicine, PubChem, Behentrimonium Chloride, CID 3014969, https://pubchem.ncbi.nlm.nih.gov/compound/3014969 (last accessed October 16, 2026).

[17] Joint FAO/WHO Expert Committee on Food Additives, Hydroxypropylmethyl Cellulose Specification, reproduced at https://cybercolloids.net/information/technical-articles/hydroxypropylmethyl-cellulose-jecfa-specification/ (last accessed October 16, 2026).

[18] Monice M. Fiume et al., Safety Assessment of Caprylhydroxamic Acid as Used in Cosmetics, 44 Int□l J. Toxicology 103S (2025), https://pubmed.ncbi.nlm.nih.gov/40673532/ (last accessed October 16, 2026).

[19] National Library of Medicine, PubChem, DL-Panthenol, CID 4678, https://pubchem.ncbi.nlm.nih.gov/compound/4678; id., Dexpanthenol, CID 131204, https://pubchem.ncbi.nlm.nih.gov/compound/131204 (last accessed October 16, 2026).

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

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

does not use citric acid extracted from fruit in the Products. This is because "[a]proximately 99% of the world's production of [citric acid] is carried out using the fungus *Aspergillus niger* since 1919." *Id*.

31. Manufactured citric acid is not plant-based. It is not taken from a plant. It is produced by a fungus, *Aspergillus niger*, which is grown on a sugar substrate and excretes citric acid into a fermentation broth. The citric acid is then recovered and purified through chemical processing, including precipitation with lime and treatment with sulfuric acid, or extraction with chemical solvents. See 21 C.F.R. § 173.280. A plant-derived sugar may serve as the fungus's feedstock, but the citric acid itself is a product of fungal metabolism and industrial chemical processing, not of any plant. The U.S. Department of Agriculture's National Organic Program accordingly lists citric acid "produced by microbial fermentation of carbohydrate substances" among the nonagricultural substances that may be added to organic products, that is, as a substance that is not itself an agricultural product. 7 C.F.R. § 205.605(a)(1). Whatever its classification as natural or synthetic, manufactured citric acid is not a "Plant-Based" ingredient, and a reasonable consumer would not understand it to be one.

32. FDA has likewise taken the position, in warning letters to food manufacturers, that adding citric acid to a food precludes describing the food as "natural." See Warning Letter from FDA to Hirzel Canning Co. (Aug. 29, 2001) ("the addition of calcium chloride and citric acid to these products preclude use of the term "natural" to describe this product"); Warning Letter from FDA to Oak Tree Farm Dairy, Inc. (Aug. 16, 2001) ("ALL NATURAL" claim on iced tea label inappropriate "because it contains citric acid").[22]

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

[22] See Exhibit C (Oak Tree Farm Dairy letter) at page 2; Exhibit D (Hirzel Canning letter) at page 2.

> Traditionally by extraction from citric juice, [is] no longer commercially available. It is now extract by fermentation of a carbohydrate substance (often molasses) by citric bacteria, *Asperillus niger* (a mold) or *Candida guilliermondii* (a yeast). Citric acid is recovered from the fermentation broth by a lime and sulfuric acid process in which the citric acid is first precipitated as a calcium salt and then reacidulated with sulfuric acid.[23]

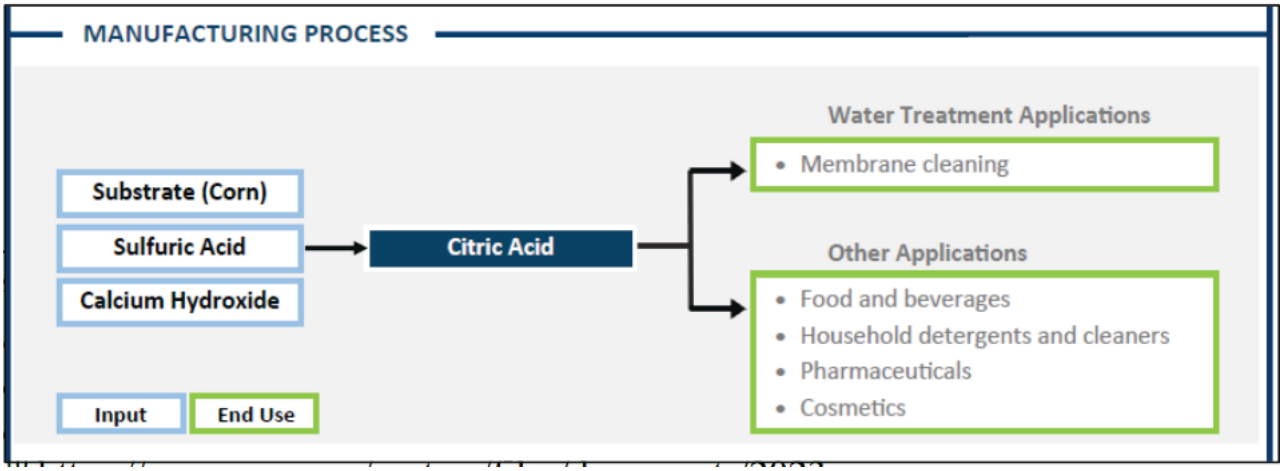
34. In a 1995 review of citric acid for the National List, two of the three technical reviewers for the U.S. Department of Agriculture's National Organic Standards Board who answered the question "Is this substance Natural or Synthetic?" classified it as synthetic. One explained that citric acid "commercially goes through numerous chemical processes to get to its final usable form," and that "[t]his processing would suggest that it be classified as synthetic"; he added that "[u]nless it is actually derived from a natural source the labeling must not indicate that it is a natural compound." The file's checklist categorizes citric acid as "Synthetic Allowed."[24]

35. The FDA explains that "Solvent extraction process for citric acid" is accomplished via "recovery of citric acid from conventional *Aspergillus niger* fermentation liquor may be safely used to produce food-grade citric acid in accordance with the following conditions: (a) The solvent used in the process consists of mixture of n-octyl alcohol meeting the requirements of § 172.864 of this chapter, ***synthetic*** isoparaffinic petroleum hydrocarbons meeting the requirements of § 172.882 of this chapter, and tridodecyl amine. 21 C.F.R. § 173.280 (emphasis added). Under this regulation, chemical solvents such as n-octyl alcohol and synthetic isoparaffinic petroleum hydrocarbons may be used to extract citric acid from Aspergillus niger fermentation liquor. See 21 C.F.R. § 173.280. On information and belief, the citric acid in the Products was recovered through either this solvent-extraction process or the lime-and-sulfuric-acid process described above.

[23] **Exhibit B** at page 6.

[24] **Exhibit B** at pages 1, 4–5.

36. The EPA provides the following simple schematic of the manufacturing process for citric acid which includes the use of industrial chemical inputs such as sulfuric acid.[25]



37. Dr. Ryan Monahan, a prominent functional medicine practitioner, notes that the "[p]resent day process of creatingmanufactured citric acid involves feeding sugars derived from GMO corn to black mold, which then ferments to form manufactured citric acid."[26].

38. Clinical nutritionist Serge Gregoire, notes that [f]ood manufacturers leave out that citric acid is derived from genetically modified black mold grown on GMO corn syrup" and that "[c]ompanies continuously capitalize on an ignorance-based market."[27] Gregoire states, "Citric acid production has become a refined and highly prized industrial process." Gregoire note that the *Aspergillus niger* used to produce citric acid is engineered to increase production of citric acid which has "resulted in countless generations of genetically modified mutant variants, now specialized for industrial-scale economics."

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[25] https://www.epa.gov/system/files/documents/202303/Citric%20Acid%20Supply%20Chain%20Profile.pdf (last accessed March 13, 2026)

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

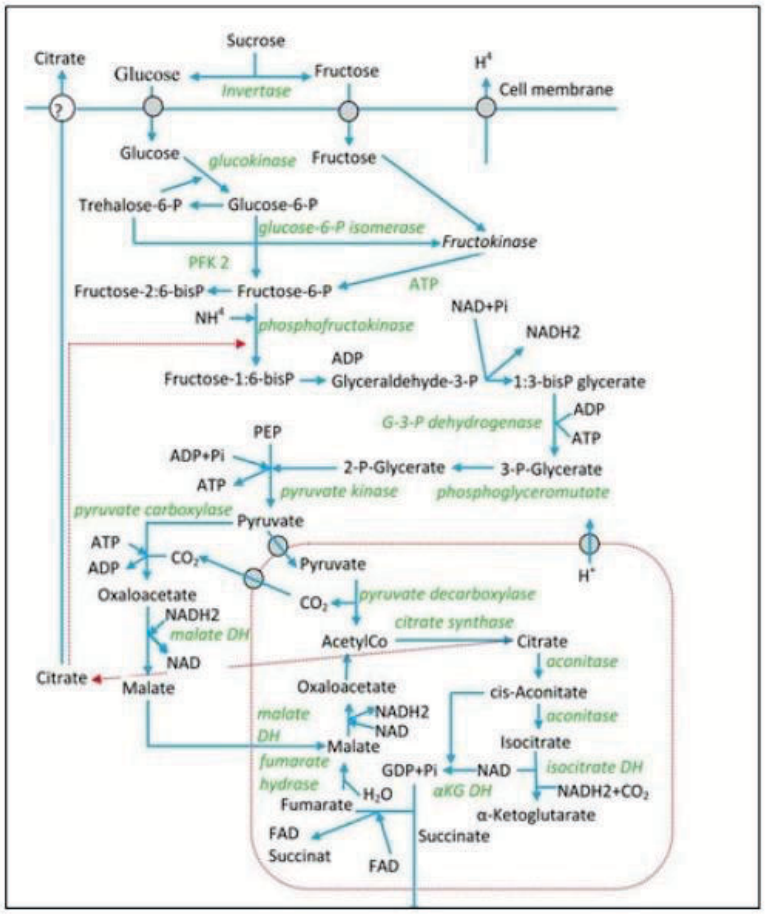
[27] Serge Gregoire, Avoid citric acid: a mold byproduct! (July 13, 2021) *available at* https://www.linkedin.com/pulse/avoid-citric-acid-mold-byproduct-serge-gregoire/

39. Further genetic modification in the labhas taken place through the engineering of the glycolytic pathway, resulting in a metabolic-streamlining that facilitates greater citric acid production from sugar while shutting off side avenues of glycolysis. *Id*.

40. Mutagenesis has been used in recentyears to improve the citric-acid producing strains so that they can be used in industrial applications. The most common methods include the use of mutagens to induce mutations on the parental strains. The mutagens utilized for improvements are gamma radiation, ultraviolet radiation and often chemical mutagens. For hyperproducer strains, a hybrid method that combines ultraviolet and chemical mutagens is used (Ratledge & Kristiansen Citation2001).[28]

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

41. Below is a schematic representation of the metabolic reactions involved in citric acid production, the enzymes (italics), the known feedback loops (dashed lines) and their locations with the cellular structure of *Aspergillus niger*.[29]



42. Dictionary definitions define □artificial□as something made by man. For example, □artificial□ is defined as □made by human skill; produced by humans□ □Merriam-Webster□s online dictionary states that □artificial□means □humanly contrived □ □[31] Cambridge Dictionary states that □artificial□ means □made by people, often as a copy of something natural.□[32]

[29] *Id*. at Figure 3.

[30] *Artificial*, DICTIONARY.COM , *available at* https://www.dictionary.com/browse/artificial

[31] *Artificial*, MERRIAM -WEBSTER □ S DICTIONARY,*available at* https://www.merriam-webster.com/dictionary/artificial

[32] *Artificial*, CAMBRIDGE DICTIONARY, *available at* https://dictionary.cambridge.org/us/dictionary/english/artificial

43. Below are images of the chemical process used to create citric acid □ a process that is visibly artificial:







CLASS ACTION ALLEGATIONS

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

The Nationwide Class

All persons in the United States who, within the applicable statute of limitations period, up to and including the date of final judgment in this action, who purchased any of Defendant□s Products

Multi-State Consumer Protection Subclass:

All persons who, during the maximum period of time permitted by law, purchased Defendant□s Products in Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

Multi-State Warranty Subclass:

All persons who, during the maximum period of time permitted by law, purchased Defendant□s Products in Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Georgia, Hawaii, Idaho, Illinois, Indiana, Kansas, Kentucky, Maine, Massachusetts, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, and Wyoming.

California Subclass:

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

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

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

47. ***Numerosity.*** Members of the Class are so numerous that their individual joinder herein is impracticable. On information and belief, the Class comprises at least millions of consumers. The precise number of Class members and their identities are unknown to Plaintiff at

this time but may be determined through discovery. Class members may be notified of the pendency of this action by mail and/or publication through the distribution records of Defendant.

48. ***Commonality and Predominance***. Common questions of law and fact exist as to all Class members and predominate over questions affecting only individual Class members. Common legal and factual questions include, but are not limited to:

(a) Whether Defendant is responsible for the conduct alleged herein which was uniformly directed to 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 Defendant made misrepresentation concerning the Products that were likely to deceive the public;

(d) Whether Plaintiff and the Class are entitled to injunctive relief;

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

49. With respect to the California Subclass, additional questions of law and fact common to the members include whether Defendant violated California's Consumers Legal Remedies Act, ("CLRA"), Cal. Civ. Code §§ 1750, *et seq*., California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code § 17500, *et seq.*, and California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200, *et seq*.

50. ***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 purchased the Products. Plaintiff is entitled to relief under the same causes of action as the other Class Members.

51. ***Adequacy***. Plaintiff will fairly and adequately protect Class members' interests. Plaintiff has no interests antagonistic to Class members' interests, and Plaintiff has retained

counsel that have considerable experience and success in prosecuting complex class-actions and consumer-protection cases.

52. ***Superiority***. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy for, *inter alia*, the following reasons: prosecutions of individual actions are economically impractical for members of the Class; the Class is readily definable; prosecution as a class action avoids repetitious litigation and duplicative litigation costs, conserves judicial resources, and ensures uniformity of decisions; and prosecution as a class action permits claims to be handled in an orderly and expeditious manner.

53. Defendant has acted or failed to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief with respect to the Class as a whole.

54. Without a class action, Defendant will continue a course of action that will result in further damages to Plaintiff and members of the Class and will likely retain the benefits of its wrongdoing.

55. Based on the foregoing allegations, Plaintiff□s claims for relief include those set forth below.

CAUSES OF ACTION

Count I:
Violations of California□s Unfair Competition Law (□UCL□), Cal. Bus. & Prof. Code §§ 17200, *et seq*.
(On behalf of Plaintiff and the California Subclass)

56. Plaintiff re-alleges and incorporates by reference every allegation set forth in the preceding paragraphs as though alleged in this Count.

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

58. The UCL prohibits any □unlawful,□ □fraudulent,□ or □unfair□ business act or practice and any false or misleading advertising. Defendant committed unlawful business acts or practices by making the representations and omitted material facts (which constitutes advertising within the meaning of California Business & Professions Code section 17200), as set forth more

fully herein, and by violating California□s Consumers Legal Remedies Act, Cal. Civ. Code §§1750, *et seq.*, California□s False Advertising Law, Cal. Bus. & Prof. § 17500*et seq.*, 15 U.S.C. § 45, Cal. Bus. & Prof. Code § 17580.5, and by breaching express and implied warranties. 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 is ongoing and continues to this date.

59. Defendant committed □unfair□ business acts or practices by: (a) 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. Further, Defendant failed to disclose a material fact (that the Products contain artificial ingredients) of which it had exclusive knowledge. While Plaintiff and the other Class members were harmed, Defendant was unjustly enriched by its false misrepresentations and material omissions. 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.

60. Defendant committed □fraudulent□ business acts or practices by making the Misrepresentations and Additional Representations 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 are exclusively made of natural ingredients due to the Misrepresentations and Additional Representations.

61. Plaintiff and the other members of the Class have in fact been deceived as a result of their reliance on Defendant□s material representationsand omissions. This reliance has caused harm to Plaintiff and the other members of the Class, each of whom purchased Defendant□s Products. Plaintiff and the other Class members have suffered injury in fact and lost money as a result purchasing the Products and Defendant□s unlawful, unfair, and fraudulent practices.

62. Defendant□s wrongful business practices and violations of the UCL are ongoing.

63. Plaintiff and the Class seek pre-judgment interest as a direct and proximate result of Defendant□s unfair and fraudulent business conduct.The amount of which 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.

64. Unless restrained and enjoined, Defendant will continue to engage in the above-described conduct. Accordingly, injunctive relief is appropriate. Pursuant to California Business & Professions Code section 17203, Plaintiff, individually and on behalf of the California Class, seeks (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 practices in the State of California that do not comply with California law; and (3) all other relief this Court deems appropriate, consistent with California Business& Professions Code section 17203.

65. Plaintiff and the California Subclass lack an adequate remedy at law and seek equitable relief under this Count in the alternative to their legal claims, as permitted by Fed. R. Civ. P. 8(d). Damages are not an adequate substitute for injunctive relief because Defendant continues to make the Misrepresentations, and Plaintiff, who would purchase the Products again if they were accurately labeled, faces a real and immediate threat of future harm that only an injunction can prevent. Nor are damages an adequate substitute for restitution. The UCL□s □unfair□ and □unlawful□ prongs reach conduct that may not be actionable under Plaintiff□s legal claims, and restitution under

the UCL does not require proof of the intent to deceive that Plaintiff's fraud claim requires. Restitution may therefore be available even if Plaintiff cannot establish every element of her legal claims. The UCL's four-year limitations period, Cal. Bus. & Prof. Code § 17208, is also longer than the three-year periods that govern Plaintiff's CLRA and FAL claims, so restitution under the UCL reaches purchases that those claims cannot.

Count II
Violations of California's False Advertising Law ("FAL"),
Cal. Bus. & Prof. Code §§ 17500, *et seq*.
(On Behalf of Plaintiff and the California Subclass)

66. Plaintiff re-alleges and incorporates by reference every allegation set forth in the preceding paragraphs as though alleged in this Count.

67. Plaintiff brings this claim individually and on behalf of the members of the proposed Class and Subclass against Defendant.

68. California's False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.*, makes it "unlawful for any person to make or disseminate or cause to be made or disseminated before the public in this state, "in any advertising device " or in any other manner or means whatever, including over the Internet, any statement, concerning " personal property or services, professional or otherwise, or performance or disposition thereof, which is untrue or misleading and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading."

69. Defendant committed acts of false advertising, as defined by § 17500, by using statements to promote the sale of its Products by making the Misrepresentations and Additional Representations. In doing so, Defendant communicated that the Products were completely natural and free from artificial ingredients, while omitting that the Products contain artificial ingredients.

70. Defendant knew or should have known that its advertising claims have not been substantiated and are misleading and/or false.

71. Defendant knew or should have known, through the exercise of reasonable care, that its representations were false and misleading and likely to deceive consumers and cause them to purchase Defendant□s Products.

72. Defendant wrongful conduct is ongoing and part of a general practice that is still being perpetuated and repeated through the State of California and nationwide.

73. Plaintiff, individually and on behalf of all similarly situated California consumers, seeks individual, representative, and public injunctive relief and any other necessary orders or judgments that will prevent Defendant from continuing with its false and deceptive advertisements and omissions; restitution that will restore the full amount of their money or property; disgorgement of Defendant□s relevant profits and proceeds; and an award of costs and reasonable attorneys□ fees.

74. Plaintiff and the California Subclass lack an adequate remedy at law and seek equitable relief under this Count in the alternative to their legal claims, as permitted by Fed. R. Civ. P. 8(d). Damages cannot stop Defendant□s ongoing false advertising, and Plaintiff, who would purchase the Products again if they were accurately labeled, faces a real and immediate threat of future harm that only an injunction can prevent. In addition, the FAL imposes liability where a defendant knew or reasonably should have known that its advertising was untrue or misleading, a standard that does not require the intent to deceive that Plaintiff□s fraud claim requires. Restitution under the FAL may therefore be available even if Plaintiff cannot establish every element of her legal claims.

Count III
Violations of California□s Consumers Legal Remedies Act (□CLRA□), Cal. Civ. Code §§ 1750, *et seq.*
(On Behalf of Plaintiff and the California Subclass)

75. Plaintiff re-alleges and incorporates by reference every allegation set forth in the preceding paragraphs as though alleged in this Count.

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

have or that a person have a sponsorship, approval, status, affiliation, or connection which he or she does not have.□

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

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

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

80. Plaintiff and the Class suffered economic injury as a direct result of Defendant□s misrepresentations and/or omissions because they were induced to purchase the Products they would not have otherwise purchased or would have paid less for had Defendant had not made the Misrepresentations and Additional Representations.

81. Plaintiff previously attempted to provide Defendant with written notice pursuant to Cal. Civ. Code § 1782 in December 2025. After this action was filed, Defendant represented that it had not received that notice. Plaintiff therefore re-served the notice. On August 26, 2026, Plaintiff, through counsel, emailed Defendant□s counsel a corrected notice letter. On September 2, 2026, Plaintiff sent Defendant a written notice letter by certified mail, return receipt requested, addressed to Defendant at 60 East 56th Street, 6th Floor, New York, New York 10022, Attention: Amandine Noca, the address that Defendant, through its counsel, designated for service of the notice. The letter identified the particular violations of Cal. Civ. Code § 1770 alleged herein and demanded that Defendant correct, repair, replace, or otherwise rectify the Products alleged to be in violation of § 1770. Service of the notice by certified mail was completed on September 14, 2026. See ECF No. 19 ¶ 4.

82. On information and belief, Defendant received the notice on or about September 14, 2026. More than thirty days have passed since Defendant received the notice. Within that time, Defendant did not correct, repair, replace, or otherwise rectify the Products; did not give, or agree

to give within a reasonable time, an appropriate correction, repair, replacement, or other remedy to Plaintiff or the California Subclass; and did not cease the practices alleged herein. See Cal. Civ. Code § 1782(b)□(c). Plaintiff and the California Subclass may therefore seek damages under the CLRA. See Cal. Civ. Code §§ 1780(a), 1782(d).

83. Pursuant to Cal. Civ. Code § 1780(a)(1)-(5) and § 1780(e), Plaintiff and the California Subclass seek, in addition to injunctive relief, monetary damages from Defendant, reasonable attorneys□ fees and litigation costs, and any other relief the Court deems proper.

Count IV
Breach of Express Warranty[33]
(On behalf of Plaintiff and the Multi-State Warranty Class)

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

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

85. Plaintiff brings this claim individually and on behalf of the Multi-State Warranty Class against Defendant.

86. Plaintiff and the Multi-State Warranty Class Members formed a contract with Defendant at the time Plaintiff and the Multi-State Warranty Class Members purchased the Products.

87. The terms of the contract include the promises and affirmations of fact made by Defendant through the Misrepresentations and Additional Representations.

88. This labeling and advertising constitute express warranties and became part of the basis of the bargain and part of the standardized contract between Plaintiff and the Multi-State Warranty Class and Defendant.

89. Privity is not required for this claim because Defendant made the express warranties in the Products' labeling and advertising, on which Plaintiff and the Multi-State Warranty Class relied in purchasing the Products.

90. As set forth above, Defendant purports through its labeling, marketing, and packaging to create an express warranty that the Products were completely natural. However, Defendant breached its express warranties regarding the Products because the Products contain artificial ingredients.

91. Plaintiff and the Multi-State Warranty Class performed all conditions precedent to Defendant's liability under this contract when they purchased the Products.

92. On August 26, 2026, and again by letter sent by certified mail on September 2, 2026 and received on or about September 14, 2026, Plaintiff, through counsel, notified Defendant in writing that the Products breach the express and implied warranties alleged herein, including under Cal. Com. Code §§ 2313 and 2314, on behalf of herself and the putative classes. Plaintiff gave this notice within a reasonable time after discovering the breach, and Defendant has not cured it. Defendant has also had actual notice of Plaintiff's warranty claims since at least its receipt of the original Complaint in this action. See Cal. Com. Code § 2607(c)(3)(A). In any event, pre-suit

notice is not required because Defendant is a remote manufacturer with which Plaintiff did not deal directly: Plaintiff purchased the Product through Amazon.com, not from Defendant.

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

94. As a result, Defendant violated the express warranties of the Multi-State Warranty Class. Plaintiff and each member of the Multi-State Warranty Class suffered financial damage and injury as a result and are entitled to all damages, in addition to costs, interest, and fees, including attorney□s fees, as allowed by law.

Count V
Breach of Implied Warranty,
Cal. Com. Code. § 2314
(On Behalf of Plaintiff and the California Subclass)

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

96. Plaintiff brings this claim for breach of implied warranty individually and on behalf of the California Subclass against Defendant.

97. Plaintiff and the Class purchased the Products manufactured, advertised, and sold by Defendant, as described herein.

98. Defendant, through its act and omissions set forth herein, in the sale, marketing, and promotion of the Products, misrepresented the characteristics of the Products to Plaintiff and the Class.

99. Defendant is merchant with respect to the goods of this kind of which were sold to Plaintiff and the Class, and there was, in the sale to Plaintiff and other consumers, an implied warranty that those were merchantable.

100. However, Defendant breached that implied warranty in that the Products were not completely natural as they contain artificial ingredients.

101. As an actual and proximate result of Defendant□s conduct, Plaintiff and the Class did not receive goods as impliedly warranted by Defendant to be merchantable in that the Products

did not conform to promises and affirmations made on the label of the Products. See Cal. Com. Code § 2314(2)(f).

102. Plaintiff and the Class have sustained damages as a proximate result of the foregoing breach of implied warranties in the amount of the Products price premium.

103. As alleged in Count IV, Plaintiff timely notified Defendant in writing of its breach of the implied warranty of merchantability, and Defendant has not cured the breach. See Cal. Com. Code § 2607(c)(3)(A).

Count VI
Intentional Misrepresentation/Fraud
(On Behalf of Plaintiff and the California Subclass)

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

105. Plaintiff brings this claim for intentional misrepresentation/fraud individually and on behalf of the California Subclass against Defendant.

106. Defendant had a duty to disclose to Plaintiff and Class Members correct information as to the quality and characteristics of the Products because Defendant was in a superior position than Plaintiff and Class Members such that reliance by Plaintiff and Class Members was justified. Defendant possessed the skills and expertise to know the type of information that would influence a consumer s purchasing decision.

107. During the applicable class period, Defendant intentionally misrepresented, omitted, and concealed from consumers material facts regarding the quality and characteristics of the Products, including the fact that the Products contain artificial ingredients despite the Misrepresentations. The Misrepresentations were material and were uniformly made.

108. As noted in detail above, the Misrepresentations and Additional Representations were false and misleading, as the Products were not completely natural and contained artificial ingredients. Defendant made the Misrepresentations and Additional Representations with actual knowledge of their falsity and/or made them with fraudulent intent.

109. Defendant made such false and misleading statements and omissions with the intent to induce Plaintiff and Class Members to purchase the Products at a premium price, deprive Plaintiff and Class Members of property or otherwise causing injury, and thus, Defendant has committed fraud.

110. Defendant□s deceptive or fraudulent intent is evidenced by motive and opportunity. Defendant knew that consumers would pay more for the Products if they believed they were completely natural. For that reason, Defendant misrepresented the Products so that Defendant could realize greater profits. Defendant knew that consumers would place trust and confidence in its Products□ claims and rely thereon in their purchases of the Products.

111. Defendant also knew that the Products were not plant-based. Defendant itself decides which ingredients to designate as □Plant-Based Ingredients□ on its labels, and on the Product it withheld that designation from ten of the Product□s thirty-three ingredients. Defendant nonetheless placed the unqualified statement □made with Plant-Based ingredients□ on the Product□s front label.

112. Plaintiff□s fraud claim does not arise from any contractual promise or from the Products□ failure to perform. It arises from Defendant□s affirmative misrepresentations, which induced Plaintiff and the Class Members to purchase the Products in the first place and which are independent of any warranty Defendant made.

113. Plaintiff and the Class Members were unaware of the falsity in Defendant□s misrepresentations and omissions and, as a result, justifiably relied on them when making the decision to purchase the Products.

114. As a proximate result of Defendant□s intentional misrepresentations, Plaintiff and the Class were induced to purchase the Products at a premium.

115. Plaintiff and the Class Members would not have purchased the Products or paid as much for the Products if the true facts had been known.

116. As a result of their reliance, Plaintiff and the Class Members were injured in an amount to be proven at trial, including, but not limited to, their lost benefit of the bargain and overpayment at the time of purchase.

117. Defendant□s conduct was knowing, intentional, with malice, demonstrated a complete lack of care, and was in reckless disregard for the rights of Plaintiff and Class Members Plaintiff and Class Members are therefore entitled to an award of punitive damages.

COUNT VII
Breach of Consumer Protection Statutes[34]
(On Behalf of Plaintiff and the Multi-State Consumer Protection Subclass)

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

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

120. Defendant□s acts and practices, as described herein, have deceived and/or are likely to continue to deceive members of the Multi-State Consumer Protection Subclass and the public. As described throughout this Complaint, Defendant made the Misrepresentations and Additional

[34] While discovery may alter the following, Plaintiff asserts that the states with similar consumer fraud laws under the facts of this case include but are not limited to: Alaska Stat. § 45.50.471, et seq.; Ariz. Rev. Stat. §§ 44-1521, et seq.; Ark. Code § 4-88-101, et seq.; Cal. Bus. & Prof. Code § 17200, et seq.; Cal. Civ. Code §1750, et seq.; Colo. Rev. Stat. Ann. § 6-1-101, et seq.; Conn. Gen Stat. Ann. § 42- 110, et seq.; 6 Del. Code § 2513, et seq.; D.C. Code § 28-3901, et seq.; Fla. Stat. Ann.§ 501.201, et seq.; Ga. Code Ann. § 10-1-390, et seq.; Haw. Rev. Stat. § 480-2, et seq.; Idaho Code. Ann. § 48-601, et seq.; 815 ILCS 505/1, et seq.; Ind. Code § 24-5-0.5-2, et seq.; Kan. Stat. Ann. § 50-623, et seq.; Ky. Rev. Stat. Ann. § 367.110, et seq.; LSA-R.S. 51:1401, et seq.; Me. Rev. Stat. Ann. Tit. 5, § 207, et seq.; Md. Code Ann. Com. Law, § 13-301, et seq.; Mass. Gen Laws Ann. Ch. 93A, et seq.; Mich. Comp. Laws Ann. § 445.901, et seq.; Minn. Stat. § 325F.68, et seq.; Mo. Rev. Stat. § 407.010, et seq.; Neb. Rev. St. §§ 59-1601, et seq.; Nev. Rev. Stat. § 41.600, et seq.; N.H. Rev. Stat. § 358-A:1, et seq.; N.J. Stat. Ann. § 56:8-1, et seq.; N.M. Stat. Ann. § 57-12-1, et seq.; N.Y. Gen. Bus. Law § 349, et seq.; N.C. Gen Stat. § 75-1.1, et seq.; N.D. Cent. Code § 51-15-01, et seq.; Ohio Rev. Code Ann. § 1345.01, et seq.; Okla. Stat. tit. 15 § 751, et seq.; Or. Rev. Stat. § 646.605, et seq.; 73 P.S. § 201-1, et seq.; R.I. Gen. Laws § 6-13.1-1, et seq.; S.C. Code Ann. §§ 39-5- 10, et seq.; S.D. Codified Laws § 37-24-1, et seq.; Tenn. Code Ann. § 47-18-101, et seq.; Tex. Code Ann., Bus. & Con. § 17.41, et seq.; Utah Code Ann. § 13-11-1, et seq.; 9 V.S.A. § 2451, et seq.; Va. Code Ann. § 59.1-199, et seq.; Wash. Rev. Code § 19.86.010, et seq.; W. Va. Code § 46A-6-101, et seq.; Wis. Stat. § 100.18, et seq.; and Wyo. Stat. Ann. § 40-12-101, et seq.

Representations, even though the Products were not completely natural but contained artificial ingredients.

121. The foregoing deceptive acts and practices were directed at consumers.

122. The foregoing deceptive acts and practices are misleading in a material way because they fundamentally misrepresent the nature and value of the Products.

123. As a result of Defendant's deceptive practices, Plaintiff and the Multi-State Consumer Protection Subclass suffered an economic injury because they would not have purchased (or paid a premium for) the Products had they known that the Products were not completely natural but contained artificial ingredients.

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

COUNT VIII
Unjust Enrichment
(On Behalf of Plaintiff and the Nationwide Class)

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

126. Plaintiff brings this claim individually and on behalf of the Nationwide Class against Defendant under California law, or, in the alternative, on behalf of the respective state laws of the Nationwide Class, which are substantially similar to the law of unjust enrichment. California law requires: (1) receipt of a benefit; (2) unjust or wrongful retention of the benefit; and (3) at the expense of another.

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

128. Plaintiff and the Class Members conferred a benefit on Defendant in the form of the revenues Defendant derived, directly or indirectly, from their purchases of the Products.

129. Defendant knew of the benefit conferred on it by Plaintiff and the Class Members.

130. Defendant has been unjustly enriched in retaining the revenues derived from Plaintiff's and the Class Members' purchases of the Products, which retention of such revenues under these circumstances is unjust and inequitable because Defendant made the

Misrepresentations and Additional Representations. This caused injuries to Plaintiff and Class Members because they would not have purchased the Products or would have paid less for them if the true facts concerning the Products had been known.

131. Defendant accepted and retained the benefit in the amount of the gross revenues derived from sales of the Products to Plaintiff and Class Members.

132. Defendant has thereby profited by retaining the benefit under circumstances which would make it unjust for Defendant to retain the benefit.

133. Plaintiff and Class Members are, therefore, entitled to restitution in the form of the revenues derived from Defendant□s sale of the Products.

134. As a direct and proximate result of Defendant□s actions, Plaintiff and the Class Members have suffered in an amount to be proven at trial.

135. Plaintiff and the Class Members have suffered an injury in fact and have lost money as a result of Defendant□s unjust conduct.

136. Plaintiff and the Class Members lack an adequate remedy at law with respect to this claim and are entitled to non-restitutionary disgorgement of the financial profits that Defendant obtained as a result of its unjust conduct.

137. Legal remedies available to Plaintiff and the Class Members are inadequate because they are not equally prompt, certain, or efficient as equitable relief. Damages are not equally certain as restitution because the standard that governs restitution is different than the standard that governs damages. Hence, the Court may award restitution even if it determines Plaintiff fails to sufficiently adduce evidence to support an award of damages. Damages and restitution are not the same amount. Unlike damages, restitution is not limited to the amount of money a defendant wrongfully acquired plus the legal rate of interest. Equitable relief for unjust enrichment, including disgorgement of unjustly retained profits, permits recovery of the profits from the wrongdoing, even where the original funds taken have grown far greater than the legal rate of interest would recognize. Legal claims for damages are not equally certain as restitution because such claims

require different elements. In short, significant differences in proof and certainty establish that any potential legal claim cannot serve as an adequate remedy at law.

138. Equitable relief is appropriate because Plaintiff may lack an adequate remedy at law if, for instance, damages resulting from their purchase of the Products are determined to be an amount less than the premium price of the Products. Without compensation for the full premium price of the Products, Plaintiff and the Class Members would be left without the parity in purchasing power to which they are entitled.

Request for Relief

139. Plaintiff, individually, and on behalf of all others similarly situated, requests for relief pursuant to each claim 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 in amount which is different than that calculated for restitution 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 other relief as may be just and proper.

Jury Demand

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

Dated: October 16, 2026

Respectfully submitted,

GUCOVSCHI LAW FIRM, PLLC

By: */s/ Nathaniel H. Sari*

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Attorneys for Plaintiff

CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)

I, Nathaniel Sari, declare as follows:

1. I am an attorney at law licensed to practice in the State of California and a member of the bar of this Court. I am of counsel at Gucovschi Law Firm, PLLC, counsel of record for Plaintiff Grace Greenbach in this action. Plaintiff Grace Greenbach alleges that she is a citizen of California who resides in Capitola, California. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would competently testify thereto under oath.