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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

LARRY B. JONES, Jr. individually and on behalf of all others similarly situated,

Plaintiff,

v.

WALMART INC.,

Defendant.

Case No.

CLASS ACTION COMPLAINT FOR:
(1) VIOLATION OF CAL. CIV. CODE § 1750, ET SEQ.;
(2) VIOLATION OF CAL. BUS. & PROF. CODE § 17200, ET SEQ.;
(3) VIOLATION OF CAL. BUS. & PROF. CODE § 17500, ET SEQ.;
(4) BREACH OF EXPRESS WARRANTY; AND
(5) UNJUST ENRICHMENT

DEMAND FOR JURY TRIAL

Plaintiff Larry B. Jones, Jr. ("Plaintiff") brings this action on behalf of himself and all others similarly situated against Walmart Inc. ("Walmart" or "Defendant"). Plaintiff makes the following allegations pursuant to the investigation of his counsel and based upon information and belief, except as to the allegations specifically pertaining to himself, which are based on his personal knowledge. This Court has subject matter jurisdiction over this action under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2)(A).

NATURE OF THE ACTION

1. Plaintiff brings this class action on behalf of himself and all similarly situated consumers who purchased Defendant's Great Value Granulated No Calorie Stevia (the "Product").[1]

2. Defendant names the Product "Stevia." That word is printed in the largest type on the front of the package, directly above Defendant's statement that the Product is "Made with Stevia Extract" (collectively, the "Representations"). On Walmart.com, Defendant reinforces the same message: it describes the Product as a "Great Value no-calorie sweetener made with stevia extract," states that it "[m]easures cup for cup just like sugar," and calls it a "[s]ugar replacement."[2]

[1] The Product is sold under Defendant's "Great Value" private label in a 9.7-ounce (275 g) bag (UPC 078742046846), individually and in multi-packs. "Product" as used herein includes every size and package count of Great Value Granulated No Calorie Stevia that lists maltodextrin as its first ingredient.

[2] *Great Value Granulated Stevia Sweetener, No Calorie, 9.7 oz*, Walmart.com, https://www.walmart.com/ip/Great-Value-Granulated-Stevia-Sweetener-No-Calorie-9-7-oz/37415081 (last visited Oct. 28, 2026).



3. Defendant's Representations lead reasonable consumers to believe that the Product they are buying is stevia—that is, that the Product is comprised wholly, or at least predominantly, of stevia.

4. It is not. The first of the Product's only two ingredients is maltodextrin, a cheap, highly processed, starch-derived carbohydrate that functions as a filler. Because ingredients are listed in descending order of predominance by weight, the Product contains at least as much maltodextrin as stevia extract; stevia cannot be its predominant ingredient. Worse still, maltodextrin has a glycemic index higher than that of table sugar—the very ingredient that consumers buy stevia to replace. In short, Defendant sells a bag that is at least half starch filler under the name "Stevia."

5. Accordingly, Plaintiff brings claims against Defendant for violations of (1) California's Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*; (2) California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*; (3) California's False Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.*; (4) Breach of Express Warranty; and (5) Unjust Enrichment.

PARTIES

6. Plaintiff Larry B. Jones, Jr., is a citizen of California residing in Ontario, California. Plaintiff Jones purchased the 9.7-ounce Product for his personal

use approximately four to five times during the applicable statute of limitations, including in or around June 2025, in person at a Walmart store in Ontario, California, paying approximately $6.00 each time. Plaintiff Jones and his family try to limit their sugar intake for health reasons, and Plaintiff Jones purchased the Product because he was looking for a sugar-free, stevia-based sweetener. He used the Product in place of sugar in his coffee and tea. Prior to making each purchase, Plaintiff Jones saw and relied on Defendant's Representations on the front of the Product's packaging, including that the Product is "Stevia" that is "Made with Stevia Extract." Based on the Representations, Plaintiff Jones was led to believe that the Product was comprised wholly, or at least predominantly, of stevia. Plaintiff Jones saw these Representations and warranties prior to, and at the time of, each purchase. Thus, Plaintiff Jones reasonably relied on Defendant's Representations each time he decided to purchase the Product. Accordingly, these Representations and warranties were part of the basis of his bargain, in that Plaintiff Jones would not have purchased the Product on the same terms had he known that these Representations and warranties were untrue. Furthermore, in making his purchases, Plaintiff Jones paid a price premium due to Defendant's false and misleading Representations. Plaintiff Jones, however, did not receive the benefit of the bargain because the Product is not, in fact, predominantly stevia; it contains at least as much maltodextrin as stevia. Had Plaintiff Jones known that Defendant's Representations and warranties about the Product were false and misleading, Plaintiff Jones would not have purchased the Product or would have paid substantially less for it.

7. After learning that the Product is not what Defendant represents it to be, Plaintiff Jones stopped purchasing it because he no longer trusts its labeling. Plaintiff Jones would purchase the Product again if it were, in fact, comprised wholly or predominantly of stevia. However, he cannot know for certain whether Defendant's false labeling and marketing have been or will be corrected, and the Product's composition may change over time. If Defendant continues to make the

Representations, Plaintiff Jones will be unable to make informed purchasing decisions and is likely to be misled again unless Defendant is required to ensure that the Product's labeling and marketing are accurate. Plaintiff Jones is an average consumer who is not sophisticated in the chemistry, manufacturing, or formulation of food products, and he does not have the specialized knowledge needed to determine independently how much stevia the Product contains.

8. Defendant Walmart Inc. is a Delaware corporation with its principal place of business in Bentonville, Arkansas. Defendant manufactures or has manufactured on its behalf, labels, markets, distributes, and sells the Product under its Great Value private label in its retail stores throughout California and the United States and on its website, Walmart.com.

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2)(A), (d)(5)(B), and (d)(6) because this is a class action in which there are more than 100 members of the proposed Classes, the aggregate claims of all members of the proposed Classes exceed $5,000,000.00 exclusive of interest and costs, and Plaintiff, as well as most members of the proposed Classes, are citizens of states different from Defendant.

10. This Court has personal jurisdiction over Defendant because Defendant conducts and transacts substantial business in the State of California, including by operating retail stores in this District and selling the Product in them, thereby purposefully availing itself of the benefits of the forum, and because Plaintiff's claims arise out of Defendant's sale of the Product in California. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to Plaintiff's claims occurred in this District, including Plaintiff's purchase of the Product in San Bernardino County, California.

FACTUAL ALLEGATIONS

A. Consumers Buy Stevia to Avoid Sugar

11. Stevia is a plant, *Stevia rebaudiana*, whose leaves contain naturally sweet compounds known as steviol glycosides. Sweeteners made from the stevia plant are known as zero-calorie, zero-carbohydrate substitutes for sugar.[3]

12. Consumers seek out stevia for precisely these reasons. Stevia is plant-based, contains no calories, and does not raise blood sugar the way sugar does, which makes it the sweetener of choice for consumers who are reducing their sugar intake, managing their weight, or managing diabetes or other health conditions.[4] A 2022 nationwide survey found that 73% of Americans ages 18 to 80 reported trying to limit or avoid sugar.[5] Consumer demand for natural, plant-based sugar alternatives has grown accordingly.[6]

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[3] Cleveland Clinic, *Stevia Is Sweet — But Is It Good for You?*, Health Essentials (June 28, 2024), https://health.clevelandclinic.org/what-is-stevia ("The food industry uses the leaves of the stevia plant to make zero-calorie, zero-carb sugar substitutes.").

[4] Cleveland Clinic, *Are Artificial Sweeteners Safe for People With Diabetes?*, Health Essentials (Aug. 30, 2023), https://health.clevelandclinic.org/are-artificial-sweeteners-safe-for-people-with-diabetes (sweeteners like stevia "add sweet flavors to your foods without impacting your blood sugar in the way added sugars do"); S.D. Anton et al., *Effects of Stevia, Aspartame, and Sucrose on Food Intake, Satiety, and Postprandial Glucose and Insulin Levels*, 55 Appetite 37 (2010), https://doi.org/10.1016/j.appet.2010.03.009 ("Stevia preloads significantly reduced postprandial glucose levels compared to sucrose preloads").

[5] International Food Information Council, *2022 Food & Health Survey* 57 (May 18, 2022), https://ific.org/wp-content/uploads/2022/06/IFIC-2022-Food-and-Health-Survey-Report-May-2022.pdf.

[6] Grand View Research, *Stevia Market (2024 – 2030) Size, Share & Trends Analysis Report*, https://www.grandviewresearch.com/industry-analysis/stevia-market (last visited Oct. 28, 2026) ("The stevia market in the U.S. is driven by growing health awareness and demand for natural, low-calorie sweeteners as alternatives to sugar.").

13. One market research firm valued the global stevia market at $513.4 million in 2023 and projects that it will reach $1.12 billion by 2030, observing that stevia "has gained popularity, particularly among individuals seeking to reduce calorie intake or manage blood sugar levels."[7]

14. Defendant has capitalized on that demand. Rather than describing the Product as a maltodextrin-based sweetener, Defendant names the Product "Stevia."

B. Defendant's Representations

15. The front of the Product's package, which is the same for every unit of the Product sold, makes the following representations:

- "Stevia"
- "Made with Stevia Extract"
- "Granulated No Calorie"

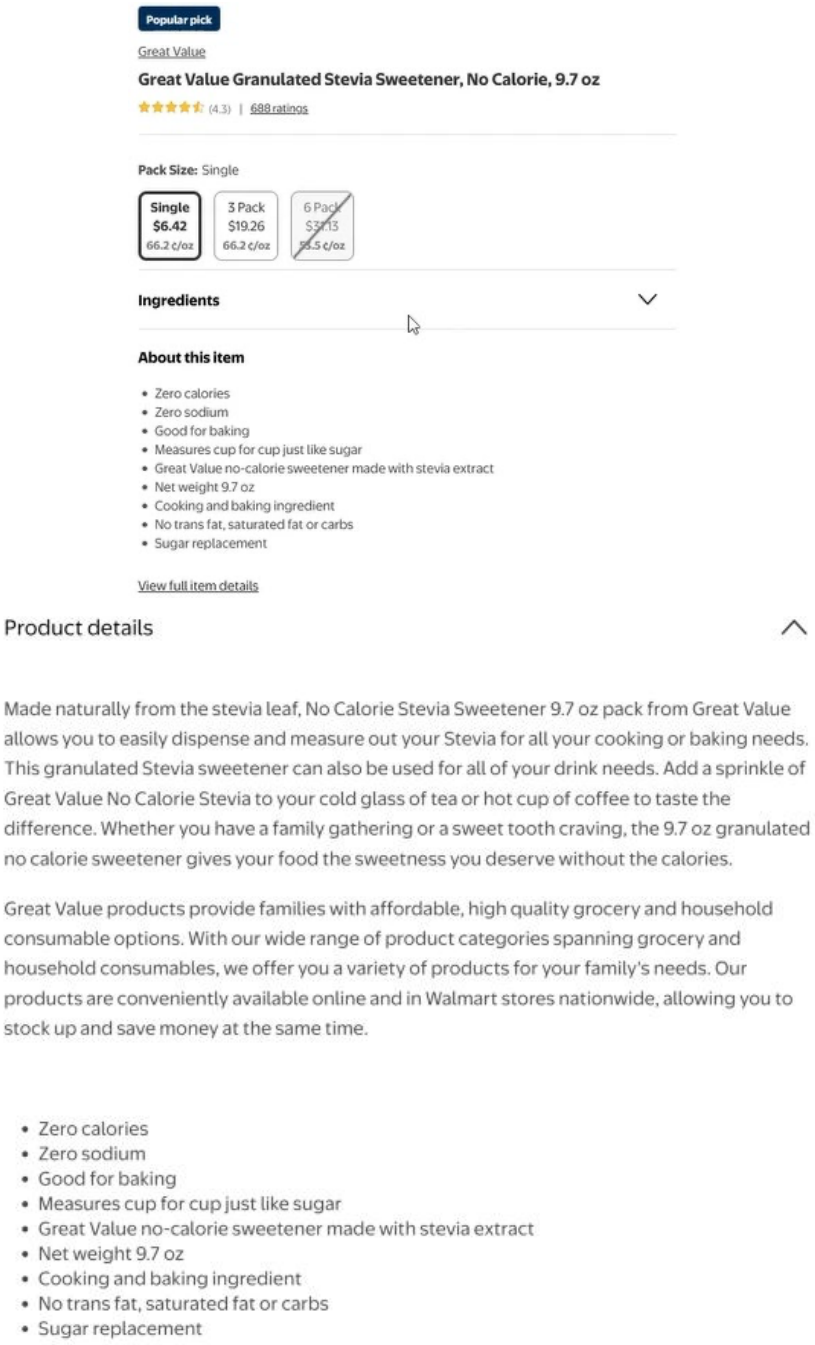
16. The word "Stevia" is the largest text on the package other than Defendant's own Great Value logo. It is the name of the Product. The package also depicts a glass of fruit-garnished lemonade topped with fresh green leaves, reinforcing the impression that the Product is a natural, plant-derived sweetener.

17. In addition to the Representations on the Product's packaging, Defendant's current Walmart.com listing for the Product, depicted below, makes the following claims:[8]

- "Great Value Granulated Stevia Sweetener, No Calorie, 9.7 oz"
- "Measures cup for cup just like sugar"
- "Great Value no-calorie sweetener made with stevia extract"
- "Sugar replacement"

[7] Grand View Research, *supra* note 6.

[8] *See supra* note 2.



18. Defendant thus describes the Product as a "Great Value no-calorie sweetener made with stevia extract," states that it "[m]easures cup for cup just like sugar," and calls it a "[s]ugar replacement." Together with the Product's name, these statements convey the same message: the Product is stevia.

C. The Product Is at Least Half Maltodextrin, Not Stevia

19. Despite the Representations, the ingredient list on the back of the Product's package, in small print, discloses only two ingredients: "MALTODEXTRIN, STEVIA EXTRACT (REBIANA)."[9] Federal regulations require ingredients to be listed "in descending order of predominance by weight." 21 C.F.R. § 101.4(a)(1).[10] Because the Product contains only two ingredients and maltodextrin is listed first, the Product contains at least as much maltodextrin as stevia extract by weight: maltodextrin makes up at least half of the Product, and stevia extract makes up no more than half. Stevia, in other words, cannot be the Product's predominant ingredient. The precise proportions are known to Defendant, which controls the Product's formulation; upon information and belief, maltodextrin makes up most of the Product by weight.

20. Maltodextrin is not stevia, does not come from the stevia plant, and is not even sweet. The FDA defines maltodextrin as "a nonsweet nutritive saccharide polymer" that is "prepared as a white powder or concentrated solution by partial hydrolysis of corn starch, potato starch, or rice starch with safe and suitable acids and enzymes." 21 C.F.R. § 184.1444(a). In other words, maltodextrin is a processed starch derivative. Defendant's decision to name the Product "Stevia" is therefore misleading: at least half of the Product is maltodextrin, which is not made from the stevia leaf at all, but from corn, potato, or rice starch broken down with acids and enzymes.

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[9] *Id.*

[10] The federal regulations cited in this Complaint were promulgated as follows (each as since amended): 21 C.F.R. § 1.21, 42 Fed. Reg. 15,553 (Mar. 22, 1977); 21 C.F.R. §§ 101.4 and 101.18, 42 Fed. Reg. 14,308 (Mar. 15, 1977); 21 C.F.R. § 101.9, 58 Fed. Reg. 2175 (Jan. 6, 1993); 21 C.F.R. § 102.5, 42 Fed. Reg. 14,322 (Mar. 15, 1977); and 21 C.F.R. § 184.1444, 48 Fed. Reg. 51,911 (Nov. 15, 1983).

21. Maltodextrin is an inexpensive starch commonly used as a cheap filler, while stevia extract is far more costly.[11] By filling the Product with maltodextrin while naming it "Stevia," Defendant sells consumers an inexpensive filler at the price of a stevia sweetener.

22. Maltodextrin is a carbohydrate that supplies calories.[12] Because Defendant markets the Product as a "[s]ugar replacement" for cooking and baking, consumers who use it in place of sugar consume maltodextrin, not just stevia.

D. Maltodextrin Is the Opposite of What Stevia Consumers Want

23. Consumers buy stevia to avoid the blood-sugar effects of sugar. Maltodextrin defeats that purpose. Maltodextrin is rapidly digested and absorbed as glucose, and it has been reported to have a glycemic index of approximately 100—far higher than the glycemic index of table sugar, which is roughly 58 to 65.[13] For

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[11] Anna Shaefer, *Is Maltodextrin Bad for Me?*, Healthline (updated Oct. 26, 2026), https://www.healthline.com/health/food-nutrition/is-maltodextrin-bad-for-me (maltodextrin is "inexpensive and easy to produce" and "often used as a cheap thickener or filler"); R. Donovan, *Sugar Wars: Formulators of Endurance Fuels Compete to Pack More Energy in Fewer Molecules*, 10 ACS Cent. Sci. 942 (2024), https://doi.org/10.1021/acscentsci.4c00662 ("Maltodextrin, an inexpensive starch, is a more complex carbohydrate with much less sweetness."); Caroline Scott-Thomas, *Cost Still an Issue for Reb A, Claims Rabobank*, FoodNavigator-USA (Sept. 8, 2009), https://www.foodnavigator-usa.com/Article/2009/09/08/Cost-still-an-issue-for-Reb-A-claims-Rabobank (reporting that "the price of Reb A is high compared to other caloric and noncaloric sweeteners").

[12] 21 C.F.R. § 101.9(c)(1)(i)(B) (applying a general factor of 4 calories per gram of total carbohydrate); D.L. Hofman, V.J. van Buul & F.J. Brouns, *Nutrition, Health, and Regulatory Aspects of Digestible Maltodextrins*, 56 Crit. Revs. Food Sci. & Nutrition 2091 (2016), https://doi.org/10.1080/10408398.2014.940415 ("starch, MDs [maltodextrins] and glucose all have a similar energy value of 4 kcal/g").

[13] A.L. Sands et al., *Consumption of the Slow-Digesting Waxy Maize Starch Leads to Blunted Plasma Glucose and Insulin Response but Does Not Influence Energy Expenditure or Appetite in Humans*, 29 Nutrition Res. 383 (2009), https://doi.org/10.1016/j.nutres.2009.05.009 ("The glycemic indices of maltodextrin, sucrose, and fructose are 100, 58, and 12, respectively."); F.S. Atkinson, K. Foster-Powell & J.C. Brand-Miller, *International Tables of Glycemic Index and Glycemic*

consumers who choose a stevia sweetener because they are managing diabetes, prediabetes, or their weight, or are otherwise trying to avoid sugar, the difference between a stevia sweetener and a maltodextrin sweetener is material.

24. Consumers who discover the truth about the Product are surprised and disappointed. Purchasers who have reviewed the Product on Walmart.com have written, for example:[14]

> "The main ingredient is maltodextrin, so you're better off saving some money and just buying the Splenda knockoff instead. I'm giving it two stars only because it does in fact contain stevia as well. However, if you really care about switching to stevia, you're gonna have to spend more to get the pure stuff."
>
> "Warning if you using this for any condition such as diabetes this is the wrong thing to use. They call it Stevia but is a blend. . . ."
>
> "[I]t is not as sweet as I expected . . . . Usually stevia is super sweet, this might have other things added to it[.]"

E. Defendant's Representations Are False and Misleading

25. As detailed above, Defendant's Representations are false and misleading. Defendant's Representations lead reasonable consumers to believe that the Product is comprised wholly, or at least predominantly, of stevia. In reality, the

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Load Values: 2008, 31 Diabetes Care 2281 (2008), https://doi.org/10.2337/dc08-1239 (sucrose: 65); Jodi Helmer, *What Is Maltodextrin?*, WebMD (Oct. 29, 2025), https://www.webmd.com/diet/what-is-maltodextrin ("The glycemic index (GI) of maltodextrin is higher than that of table sugar."); Hofman et al., *supra* note 12 (digestion of maltodextrins leads "to an absorption rate not being different from absorption after ingestion of pure glucose").

[14] Customer reviews, *Great Value Granulated Stevia Sweetener, No Calorie, 9.7 oz*, Walmart.com, https://www.walmart.com/ip/Great-Value-Granulated-Stevia-Sweetener-No-Calorie-9-7-oz/37415081 (reviews dated Aug. 27, 2026, Sept. 20, 2026, and Oct. 10, 2026) (last visited Oct. 28, 2026) (spelling and grammar in original).

Product contains at least as much maltodextrin—a cheap, processed, starch-derived filler with a glycemic index higher than sugar—as stevia.

26. Nothing on the front of the package mentions maltodextrin. The phrase "Made with Stevia Extract," printed directly beneath the Product's name, does not qualify the name "Stevia"; it reinforces it, by identifying stevia as the substance from which the Product is made.

F. Reasonable Consumers Cannot Detect Defendant's Deception

27. The fine-print ingredient list on the back of the package does not cure the deception. The front of the package unambiguously identifies the Product as "Stevia." Reasonable consumers are not expected to look beyond that prominent front-label statement to discover that the Product's name is untrue. And even a consumer who reads the ingredient list would not learn the truth: the label does not disclose the relative proportions of maltodextrin and stevia extract, and reasonable consumers do not know that maltodextrin is a nonsweet starch filler, let alone that the Product contains at least as much maltodextrin as stevia.

28. The other statements on the front of the package do not dispel that impression. "Measures Cup for Cup Just Like Sugar!" and "Great For Baking!" tell consumers how to use the Product, not what it is made of. Neither statement mentions maltodextrin or discloses that stevia is not the Product's predominant ingredient.

29. Consumers are also not required to conduct laboratory testing or independent research into the composition of a product to verify its express label claims. Reasonable consumers do not possess specialized knowledge of food chemistry. They do not know how much sweeter stevia extract is than sugar, or how much filler, if any, a granulated stevia sweetener requires, and they are entitled to rely on the name Defendant chose for the Product. Defendant is responsible for ensuring that its labeling and marketing claims are truthful and not misleading.

30. Consumers do not look at products in a vacuum. The Product is sold alongside sugar and other sugar substitutes, and consumers who choose a product named "Stevia" over those alternatives do so because they want stevia. When a consumer sees a sweetener named "Stevia" and "Made with Stevia Extract," he or she reasonably assumes that the Product is stevia—not that it is a bag of maltodextrin with some stevia added.

G. Defendant Knew Its Representations Were False

31. Defendant knew, or should have known, that the Representations were false or misleading when it labeled, marketed, and sold the Product. The Product is sold under Defendant's own Great Value private label, and Defendant controls its formulation, packaging, and labeling. Defendant therefore knew that: (a) stevia is not the Product's predominant ingredient, and the Product contains at least as much maltodextrin as stevia; (b) maltodextrin is not stevia and does not come from the stevia plant; (c) the Product's front label nevertheless names it "Stevia" and states that it is "Made with Stevia Extract"; (d) reasonable consumers would rely on the Representations when purchasing the Product; and (e) the Representations enabled Defendant to charge a premium for the Product.

32. Defendant could have named the Product accurately—for example, as a maltodextrin and stevia blend—or disclosed the percentage of stevia extract it contains, but chose not to.

H. Plaintiff and the Classes Were Injured

33. Defendant was under a duty to disclose that stevia is not the Product's predominant ingredient because Defendant revealed some information about the Product's composition—enough to suggest that the Product is stevia—without revealing the material fact that the Product contains at least as much maltodextrin as stevia. Defendant is further under a duty to disclose this information because it was in a superior position to know the Product's composition, which consumers cannot discover at the point of sale.

34. Plaintiff and members of the Classes paid a premium for the Product because of the Representations. Had they known the truth, they would not have purchased the Product or would have paid substantially less for it.

I. Defendant's Conduct Violates Federal Food Labeling Laws

35. The Product and its challenged labeling statements violate California Health and Safety Code §§ 109875, *et seq.* (the "Sherman Law"), which has expressly adopted the federal food labeling regulations as its own. Section 110100(a) provides that "[a]ll food labeling regulations and any amendments to those regulations adopted pursuant to the federal act, in effect on January 1, 1993, or adopted on or after that date shall be the food labeling regulations of this state." Cal. Health & Safety Code § 110100(a). The federal regulations discussed below are therefore requirements of California law, independent of their federal source.

36. First, the Product's labeling is false and misleading for the reasons described herein. The Product is therefore misbranded under 21 U.S.C. § 343(a)(1), which deems misbranded any food whose "labeling is false or misleading in any particular."

37. Second, the Product's name is misleading within the meaning of 21 C.F.R. § 101.18(b), which provides that "[t]he labeling of a food which contains two or more ingredients may be misleading by reason (among other reasons) of the designation of such food in such labeling by a name which includes or suggests the name of one or more but not all such ingredients, even though the names of all such ingredients are stated elsewhere in the labeling." Defendant names the Product "Stevia," the name of only one of its two ingredients—and not the one that comes first by weight. The Product is therefore misbranded under 21 U.S.C. § 343(a)(1).

38. Third, Defendant failed to disclose the percentage of stevia extract in the Product, in violation of 21 C.F.R. § 102.5(b), which requires that the common or usual name of a food "include the percentage(s) of any characterizing ingredient(s) or component(s) when the proportion of such ingredient(s) or component(s) in the

food has a material bearing on price or consumer acceptance or when the labeling or the appearance of the food may otherwise create an erroneous impression that such ingredient(s) or component(s) is present in an amount greater than is actually the case." Stevia is the Product's characterizing ingredient; its proportion has a material bearing on price and consumer acceptance; and the Representations create the erroneous impression that stevia is present in an amount far greater than is actually the case. The Product is therefore also misbranded under 21 U.S.C. § 343(i)(1) and Cal. Health & Safety Code § 110720.

39. Fourth, the Product's labeling "fails to reveal facts that are . . . [m]aterial in light of other representations made or suggested by statement, word, design, device or any combination thereof," and is therefore "deemed to be misleading." 21 C.F.R. § 1.21(a), (a)(1). Such facts include that stevia is not the Product's predominant ingredient and that the Product contains at least as much maltodextrin as stevia.

40. Plaintiff does not seek to enforce the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 301 *et seq.*, directly. He seeks relief under independently enforceable state consumer-protection and warranty laws, including California's Sherman Law provisions adopting requirements identical to federal food-labeling requirements, and independently alleges that the Representations mislead reasonable consumers. Plaintiff does not challenge the Product's "No Calorie" statement or its Nutrition Facts declarations, and seeks no relief based on them.

J. Defendant's Conduct Violates California's Food Labeling Laws

41. Defendant's marketing, advertising, and sale of the Product violates the misbranding provisions of the Sherman Law (California Health & Safety Code § 110660, *et seq.*), including but not limited to:

a. Section 110660 (a food is misbranded if its labeling is false or misleading in any particular);

b. Section 110705 (a food is misbranded if any word, statement, or other information required by the Sherman Law to appear on the label or labeling is not prominently placed upon the label or labeling with conspicuousness, as compared with other words, statements, designs, or devices in the labeling, and in terms as to render it likely to be read and understood by the ordinary individual under customary conditions of purchase and use);

c. Section 110720 (any food for which no standard of identity exists is misbranded unless it bears a label clearly stating the common or usual name of the food);

d. Section 110760 (making it unlawful for any person to manufacture, sell, deliver, hold, or offer for sale any food that is misbranded);

e. Section 110765 (making it unlawful for any person to misbrand any food); and

f. Section 110770 (making it unlawful for any person to receive in commerce any food that is misbranded or to deliver or proffer for delivery any such food).

42. Defendant's marketing, advertising, and sale of the Product also violates the false advertising provisions of the Sherman Law (California Health & Safety Code § 110390, *et seq.*), including, but not limited to:

a. Section 110390 (making it unlawful for any person to disseminate any false advertisement of any food, and providing that an advertisement is false if it is false or misleading in any particular); *see also id.* § 109885 (defining "advertisement" to include any representations, including statements upon the products, their packages, cartons, and any other container, disseminated in any manner or by any means, for the purpose of inducing, or that are likely to induce, directly or indirectly, the purchase or use of any food);

b. Section 110395 (making it unlawful to manufacture, sell, deliver, hold, or offer for sale any falsely advertised food); and

c. Sections 110398 and 110400 (making it unlawful to advertise misbranded food or to deliver or proffer for delivery any falsely advertised food).

K. Defendant's Misrepresentations Are Pleaded With Particularity

43. To the extent Federal Rule of Civil Procedure 9(b) applies, Plaintiff has pleaded the circumstances of Defendant's misrepresentations with particularity. *Who*: Defendant Walmart Inc., which labels, markets, and sells the Product under its own Great Value brand. *What*: the Representations that the Product is "Stevia" that is "Made with Stevia Extract," which are false and misleading because the Product is not predominantly stevia; it contains at least as much maltodextrin as stevia. *When*: on every package of the Product sold during the class period, including at the time of each of Plaintiff's purchases, among them his purchase in or around June 2025. *Where*: on the front of the Product's packaging. Walmart.com contains materially consistent statements alleged as corroborating evidence of Defendant's uniform marketing, not as statements Plaintiff viewed or relied on before purchasing. *How*: the Representations led Plaintiff and members of the Classes to believe that the Product is comprised wholly, or at least predominantly, of stevia, causing them to purchase the Product or to pay more for it than they otherwise would have.

L. Plaintiff Lacks an Adequate Remedy at Law

44. Plaintiff lacks an adequate remedy at law for the future harm described above. Damages cannot remedy his inability to rely on Defendant's Representations when deciding whether to purchase the Product in the future. Only injunctive relief requiring Defendant to cease or correct the Representations can address that prospective harm.

45. Equitable relief is also necessary because legal remedies may prove inadequate to provide complete relief, including restitution measured by the difference between the price Plaintiff and members of the Classes paid and the value of the Product as received, which may not be coextensive with damages.

46. The scope of actionable misconduct under the FAL and UCL is also broader than under the other causes of action asserted here. The FAL and UCL prohibit Defendant's deceptive marketing scheme as a whole, whereas Plaintiff's other claims focus on the Representations at the point of purchase. The UCL may also borrow statutory prohibitions that do not themselves create a private cause of action.

CLASS ACTION ALLEGATIONS

47. Plaintiff brings this action on behalf of himself and all others similarly situated pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), and (b)(3), on behalf of the following classes (collectively, the "Classes"):

> *Nationwide Class*: All persons in the United States who, during the maximum period of time permitted by law, purchased the Product for personal, family, or household use and not for resale (the "Nationwide Class").
>
> *California Subclass*: All persons who purchased the Product in California, during the maximum period of time permitted by law, for personal, family, or household use and not for resale (the "California Subclass").

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

49. 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.

50. *Community of Interest*: There is a well-defined community of interest among members of the Classes, and the disposition of the claims of these members

of the Classes in a single action will provide substantial benefits to all parties and to the Court.

51. *Numerosity*: While the exact number of members of the Classes is unknown to Plaintiff at this time and can only be determined by appropriate discovery, upon information and belief, members of the Classes number in the hundreds of thousands, if not millions. Members of the Classes may be notified of the pendency of this action by mail and/or publication through the distribution and sales records of Defendant.

52. *Existence and Predominance of Common Questions of Law and Fact*: Common questions of law and fact exist as to all members of the Classes and predominate over any questions affecting only individual members of the Classes. These common legal and factual questions include, but are not limited to:

(a) Whether the Representations are false and misleading;

(b) Whether the Representations are likely to deceive a reasonable consumer;

(c) Whether Defendant's Representations and warranties were material;

(d) Whether Defendant breached its express warranties;

(e) Whether Defendant was unjustly enriched as a result of the conduct alleged in this Complaint; and

(f) Whether Plaintiff and the Classes are entitled to damages, restitution, and injunctive relief, and the proper measure of that relief.

53. 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.*

54. *Typicality*: The claims of the named Plaintiff are typical of the claims of other members of the Classes in that the named Plaintiff was exposed to Defendant's false and misleading Representations, purchased the Product in reliance on those Representations and warranties, and suffered a loss as a result of that purchase.

55. *Adequacy*: Plaintiff will fairly and adequately represent and protect the interests of the Classes as required by Fed. R. Civ. P. 23(a)(4). Plaintiff is an adequate representative of the Classes because he has no interests adverse to the interests of the members of the Classes. Plaintiff is committed to the vigorous prosecution of this action and, to that end, has retained skilled and experienced counsel.

56. *Superiority*: A class action is superior to all other available methods for the fair and efficient adjudication of the claims asserted in this action under Federal Rule of Civil Procedure 23(b)(3) because the expense and burden of individual litigation make it economically unfeasible for members of the Classes to seek redress of their claims other than through the procedure of a class action. In addition, even if members of the Classes could afford individual litigation, the court system could not. It would be unduly burdensome to the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent, or contradictory judgments, and would magnify the delay and expense to all parties and to the court system, resulting in multiple trials of the same factual issues. By contrast, the maintenance of this action as a class action, with respect to some or all of the issues presented herein, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each member of the Classes. Plaintiff anticipates no difficulty in the management of this action as a class action. Class-wide relief is essential to compel compliance with California's consumer protection laws. If separate actions were brought by individual members of the Classes, Defendant could be subject to inconsistent obligations.

CAUSES OF ACTION

COUNT I

Violation of California's Consumers Legal Remedies Act ("CLRA")

Cal. Civ. Code § 1750, *et seq.*

(On Behalf of Plaintiff and the California Subclass)

57. Plaintiff incorporates by reference each of the allegations contained in the foregoing paragraphs of this Complaint as if fully set forth herein.

58. Plaintiff brings this claim individually and on behalf of the members of the California Subclass against Defendant.

59. Plaintiff and the members of the California Subclass are "consumers" within the meaning of Cal. Civ. Code § 1761(d). The Product is a "good" within the meaning of Cal. Civ. Code § 1761(a). Defendant is a "person" within the meaning of Cal. Civ. Code § 1761(c). Plaintiff's and the California Subclass members' purchases of the Product are "transactions" within the meaning of Cal. Civ. Code § 1761(e).

60. Civil Code § 1770(a)(5) prohibits "[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have."

61. 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."

62. Civil Code § 1770(a)(9) prohibits "[a]dvertising goods or services with intent not to sell them as advertised."

63. Defendant violated these provisions by representing that the Product is comprised wholly, or at least predominantly, of stevia, when in fact the Product is not predominantly stevia; it contains at least as much maltodextrin as stevia.

64. Defendant violated Civil Code § 1770(a)(9) because it knew the Product's formulation—Defendant controls the formulation, packaging, and labeling of its own Great Value products—and intended to sell the Product as formulated, at least half maltodextrin, rather than as advertised.

65. Defendant's Representations were material to Plaintiff and the California Subclass, who relied on them in purchasing the Product and suffered damage as a result, including by paying a price premium for the Product.

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

67. On August 11, 2025, Plaintiff, through counsel, sent Defendant a written demand letter by certified mail, return receipt requested, addressed to Defendant's office in California and to its registered agent for service of process in California. The letter identified the misrepresentations alleged herein and demanded that Defendant cure them by making restitution to all purchasers. Defendant did not respond to the letter.

68. Under this cause of action, Plaintiff and the California Subclass currently seek only an order enjoining the methods, acts, and practices described herein under Cal. Civ. Code § 1780(a)(2), together with reasonable attorneys' fees and costs under Cal. Civ. Code § 1780(e). An action for such injunctive relief may be commenced without prior notice. Cal. Civ. Code § 1782(d). Plaintiff reserves the right to amend this Complaint to seek actual damages, restitution, punitive damages, and any other relief authorized by the CLRA only after satisfying the notice and cure-period requirements of Cal. Civ. Code § 1782(a) and the amendment requirements of Cal. Civ. Code § 1782(d), and only if Defendant has not provided an appropriate correction, repair, replacement, or other remedy. Cal. Civ. Code §§ 1780, 1782(d). A declaration establishing that this Court is a proper venue for this action pursuant to Cal. Civ. Code § 1780(d) is attached hereto.

COUNT II

Violation of California's Unfair Competition Law ("UCL")

Cal. Bus. & Prof. Code § 17200, *et seq.*

(On Behalf of Plaintiff and the California Subclass)

69. Plaintiff hereby incorporates by reference and re-alleges herein the allegations contained in all preceding paragraphs of this Complaint.

70. Plaintiff brings this claim individually and on behalf of the members of the California Subclass against Defendant.

71. Defendant violated California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200-17210, by engaging in unfair, fraudulent, and unlawful business practices.

72. Plaintiff has standing to pursue this claim because he suffered an injury-in-fact and lost money or property as a result of Defendant's unlawful, unfair, and fraudulent conduct. Specifically, Plaintiff purchased the Product for his own personal use. In so doing, Plaintiff relied upon Defendant's false Representations that the Product is comprised wholly, or at least predominantly, of stevia. In reality, the Product is not predominantly stevia; it contains at least as much maltodextrin as stevia.

73. Plaintiff spent money in the transaction that he otherwise would not have spent had he known the truth about Defendant's Representations.

74. The UCL prohibits unfair competition in the form of "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." Cal. Bus. & Prof. Code § 17200. A business act or practice is "unlawful" if it violates any established state or federal law. Courts applying the UCL's "unfair" prong in consumer cases have used three tests: (1) whether the practice offends an established public policy tethered to specific constitutional, statutory, or regulatory provisions; (2) whether the practice is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers, such that its harm

outweighs its utility; and (3) whether the practice causes substantial consumer injury that is not outweighed by countervailing benefits to consumers or competition and that consumers could not reasonably have avoided. The UCL allows "a person who has suffered injury in fact and has lost money or property" to prosecute a civil action for violation of the UCL. Cal. Bus. & Prof. Code § 17204. Such a person may bring such an action on behalf of himself or others similarly situated who are affected by the unlawful and/or unfair business practice or act. *See id.* § 17203.

75. Defendant's acts, as described above, constitute unlawful, unfair, and fraudulent business practices pursuant to California Business & Professions Code §§ 17200, *et seq*.

76. Defendant violated the UCL's proscription against engaging in unlawful business practices through its violations of the FAL, Cal. Bus. & Prof. Code § 17500, *et seq.*; the CLRA, Cal. Civ. Code § 1750, *et seq.*; the federal food labeling regulations adopted as California law by California Health & Safety Code § 110100(a), including 21 C.F.R. §§ 1.21(a)(1), 101.18(b), and 102.5(b); the false advertising provisions of the Sherman Law, including without limitation California Health & Safety Code §§ 110390, 110395, 110398, and 110400; and the misbranded food provisions of the Sherman Law, including without limitation California Health & Safety Code §§ 110660, 110705, 110720, 110760, 110765, and 110770. Sections 110660 and 110720 of the Sherman Law parallel 21 U.S.C. § 343(a)(1) and (i)(1).

77. Defendant has also violated the UCL's proscription against engaging in unfair business practices. Defendant's acts, omissions, misrepresentations, practices, and non-disclosures as alleged herein also constitute "unfair" business acts and practices within the meaning of Business & Professions Code § 17200, *et seq.* Defendant's conduct satisfies each of the tests described above: it offends the public policy, tethered to the Sherman Law and the federal food labeling regulations it adopts, that food be labeled truthfully and by its common or usual name; it is immoral, unethical, oppressive, and unscrupulous, and its harm outweighs its utility;

and it causes substantial injury to consumers that is not outweighed by any countervailing benefit and that consumers could not reasonably have avoided. There is no utility to misrepresenting the true composition of the Product to the detriment of consumers. Furthermore, Defendant's false and misleading Representations are detrimental to competing sweeteners that do not make similar claims or that accurately disclose their composition. As such, Defendant's misrepresentations and omissions hurt both consumers and the market for tabletop sweeteners as a whole.

78. Defendant has also violated the UCL's proscription against engaging in fraudulent business practices. Defendant's Representations are likely to deceive reasonable consumers, and did deceive Plaintiff and the members of the California Subclass, into believing that the Product is comprised wholly, or at least predominantly, of stevia.

79. Plaintiff and the California Subclass suffered substantial injury by virtue of buying the Product, which they would not have purchased, or would have paid substantially less for, absent Defendant's unlawful, fraudulent, and unfair marketing, advertising, packaging, and omissions about the Product's composition.

80. The gravity of the consequences of Defendant's conduct as described above outweighs any justification, motive, or reason therefor, particularly considering the available legal alternatives which exist in the marketplace. Such conduct is immoral, unethical, unscrupulous, offends established public policy, or is substantially injurious to Plaintiff and the other members of the California Subclass.

81. Plaintiff and the California Subclass could not have reasonably avoided their injury or known that the Product's prominent front-label Representations were, in fact, inaccurate and contradicted by Defendant's back-label, fine-print ingredient list. Furthermore, consumers do not possess the specialized knowledge to discern what maltodextrin is or how much of it the Product contains. As such, they could not have reasonably avoided the injury they suffered.

82. Pursuant to California Business and Professions Code § 17203, Plaintiff and the California Subclass seek restitution and injunctive relief, together with attorneys' fees under California Code of Civil Procedure § 1021.5, and all other relief that the Court deems proper.

83. Plaintiff lacks an adequate remedy at law to address the unfair conduct at issue here. Legal remedies available to Plaintiff and the California Subclass are inadequate because they are not equally prompt, certain, and in other ways 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 that Plaintiff fails to sufficiently adduce evidence to support an award of damages. Damages and restitution are not the same amount. Legal claims for damages are not equally certain as restitution because claims under the UCL entail fewer elements. In short, significant differences in proof and certainty establish that any potential legal claim cannot serve as an adequate remedy at law.

84. Equitable relief is also appropriate because Plaintiff may lack an adequate remedy at law if, for instance, damages resulting from his purchase of the Product are determined to be an amount less than the premium price of the Product. Without compensation for the full premium price of the Product, Plaintiff would be left without the parity in purchasing power to which he is entitled.

COUNT III

Violation of California's False Advertising Law ("FAL")

Cal. Bus. & Prof. Code § 17500, *et seq.*

(On Behalf of Plaintiff and the California Subclass)

85. Plaintiff hereby incorporates the foregoing allegations as if fully set forth herein.

86. Plaintiff brings this claim individually and on behalf of the members of the California Subclass against Defendant.

87. Defendant's acts and practices, as described herein, have deceived and/or are likely to continue to deceive members of the California Subclass and the public. As described throughout this Complaint, Defendant misrepresents that the Product is comprised wholly, or at least predominantly, of stevia. In reality, the Product is not predominantly stevia; it contains at least as much maltodextrin as stevia.

88. By its actions, Defendant has disseminated uniform advertising regarding the Product across California and the United States. The advertising was, by its very nature, untrue and misleading within the meaning of Cal. Bus. & Prof. Code § 17500, *et seq.* Such advertisements were intended to, and likely did, deceive the consuming public.

89. In making and disseminating these statements, Defendant knew, or should have known, that its advertising was untrue and misleading in violation of California law. Plaintiff and the members of the California Subclass based their purchasing decisions on Defendant's materially false and misleading Representations and warranties about the composition of the Product. Plaintiff and the California Subclass were injured in fact and lost money and property as a result, in an amount to be proven at trial.

90. The misrepresentations by Defendant of the material facts described and detailed above herein constitute false and misleading advertising and, therefore, constitute a violation of Cal. Bus. & Prof. Code § 17500, *et seq.*

91. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff and the California Subclass seek restitution and injunctive relief, together with attorneys' fees under Cal. Code Civ. Proc. § 1021.5, and all other relief that the Court deems proper.

92. Plaintiff lacks an adequate remedy at law to address the conduct at issue here for the reasons set forth above with respect to Count II, which are incorporated herein. Legal claims for damages are not equally certain as restitution because claims

under the FAL entail fewer elements, and damages may be determined to be an amount less than the premium price of the Product.

COUNT IV

Breach of Express Warranty

(On Behalf of Plaintiff and the Nationwide Class)

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

94. Plaintiff brings this claim individually and on behalf of the Nationwide Class against Defendant.

95. Plaintiff brings this claim under the laws of the State of California, including Cal. Com. Code § 2313, or, in the alternative, under the substantially similar laws of the states applicable to members of the Nationwide Class.

96. Plaintiff and the members of the Nationwide Class formed a contract with Defendant at the time they purchased the Product.

97. The terms of the contract include the promises and affirmations of fact made by Defendant on the Product's packaging, including that the Product is "Stevia" that is "Made with Stevia Extract." These affirmations of fact and descriptions of the goods warrant that the Product is comprised wholly, or at least predominantly, of stevia.

98. This labeling constitutes express warranties and became part of the basis of the bargain and part of the standardized contract between Plaintiff and the members of the Nationwide Class, on the one hand, and Defendant, on the other.

99. Defendant breached its express warranties about the Product because the Product is not predominantly stevia; it contains at least as much maltodextrin as stevia. Simply put, the Product does not conform to Defendant's Representations and warranties.

100. Plaintiff and the members of the Nationwide Class performed all conditions precedent to Defendant's liability under this contract when they purchased the Product.

101. On August 11, 2025, Plaintiff, through counsel, notified Defendant of its breach of express warranty by certified mail, return receipt requested, on behalf of himself and all others similarly situated. Defendant did not respond.

102. Plaintiff and the members of the Nationwide Class would not have purchased the Product, or would have paid substantially less for it, had they known the true nature of the Product.

103. As a result of Defendant's breach of express warranty, Plaintiff and each member of the Nationwide Class suffered financial damage and injury and are entitled to all damages, in addition to costs, interest, and fees, including attorneys' fees, as allowed by law.

COUNT V

Unjust Enrichment

(On Behalf of Plaintiff and the Nationwide Class)

104. Plaintiff incorporates by reference and re-alleges the allegations contained in all preceding paragraphs of this Complaint.

105. Plaintiff brings this claim individually and on behalf of the Nationwide Class against Defendant under California law or, in the alternative, under the substantially similar laws of the states applicable to members of the Nationwide Class.

106. To the extent required, Plaintiff asserts this cause of action in the alternative to his legal claims, as permitted by Federal Rule of Civil Procedure 8(d)(2).

107. Defendant's false and misleading Representations caused Plaintiff and members of the Nationwide Class to pay a price premium for the Product.

108. Defendant thereby received a direct and unjust benefit at the expense of Plaintiff and members of the Nationwide Class, and it would be inequitable for Defendant to retain that benefit.

109. Plaintiff and members of the Nationwide Class seek the return of that unjust benefit.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seeks judgment against Defendant as follows:

a) For an order certifying the Classes under Fed. R. Civ. P. 23, naming Plaintiff as representative of the Classes, and naming Plaintiff's counsel as Class Counsel;

b) For an order declaring that Defendant's conduct violates each of the statutes referenced herein;

c) For an order finding in favor of Plaintiff and the Classes on all counts asserted herein;

d) For compensatory damages available under the asserted causes of action, in amounts to be determined by the Court and/or jury, excluding CLRA damages unless and until properly added after satisfaction of Cal. Civ. Code § 1782;

e) For prejudgment interest on all amounts awarded;

f) For an order of restitution and all other forms of equitable monetary relief;

g) For injunctive relief as pleaded or as the Court may deem proper, including an order requiring Defendant to cease labeling, marketing, and selling the Product with the Representations and to make affirmative disclosures sufficient to dispel the public misperception created by Defendant's conduct;

h) For an order awarding Plaintiff and the Classes their reasonable attorneys' fees, expenses, and costs of suit; and

i) For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable as of right.

Dated: October 28, 2026

Respectfully submitted,

GUCOVSCHI LAW FIRM, PLLC.

By: */s/ Nathaniel Haim Sari*

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