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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

SUZETTE ACOSTA, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

BLACK GOLD COMPOST COMPANY, LLC
and BLACK GOLD COMPOST HOLDINGS,
INC.

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Suzette Acosta (“Plaintiff”), on behalf of herself and all others similarly situated,
2 brings this class action against Black Gold Compost Company, LLC and Black Gold Compost
3 Holdings, Inc. (“Defendants”), seeking monetary damages and other remedies.

4 **NATURE OF THE CASE**

5 1. This is a putative class action lawsuit on behalf of purchasers of Defendant’s Black
6 Kow Cow Manure (the “Products”), which Defendants deceptively markets as “**organic**” and “**all**
7 **natural**” when the products contain synthetic, non-organic harmful perfluoroalkyl and
8 polyfluoroalkyl (PFAS) forever chemicals. Defendants manufacture, market, and sell the Products
9 throughout the United States, including the state of California.

10 2. The Products prominently state in a uniform manner on the packaging that the
11 Products are “**organic**” and “**all natural**” as shown in the images of the Products’ packaging below:





3. Reasonable consumers understand Defendants’ “organic” and “all natural” marketing to mean the Products do not contain any artificial ingredients, including synthetic or chemical ingredients, which are known to be harmful to human health and the environment.

4. Consequently, reasonable consumers, including Plaintiff and Class Members, fairly and reasonably understand that a product marketed with “organic” and “all natural” claims would not contain synthetic or chemical ingredients, which are known to be harmful to human health and the environment, particularly given that they are marketed as the “perfect choice” for “vegetables.”

5. Defendants intentionally use the words “organic” and “all natural,” among others, to drive sales and increase profits, including by targeting health-conscious consumers who reasonably believe that the Product is free from synthetic or chemical ingredients, which are known to be harmful to human health and the environment.

6. Defendants do this because they know consumers actively seek out organic and natural products with the understanding that the products will not contain any artificial or harmful ingredients, and that if they disclosed the true nature of the Products, it would impact consumer purchasing decisions.

7. Contrary to reasonable consumers’ expectations, Defendants’ “organic” and “all natural” marketing is deceptive and misleading. As detailed herein at Section IV, Plaintiff’s

1 independent testing has determined that the Product actually contains PFAS—a category of man-
2 made chemicals that are known to be toxic, persistent, and bioaccumulative and are associated with
3 numerous health concerns.

4 8. PFAS do not belong in the Products, and are not necessary to the utility of the
5 Products. *Accordingly, because the Products contain PFAS, a category of synthetic man-made*
6 *chemicals*, the “organic” and “all natural” marketing is deceptive and misleading.

7 9. As such, Defendants have engaged in widespread false and deceptive conduct by
8 designing, marketing, manufacturing, distributing, and selling the Products with the uniform
9 “organic” and “all natural” marketing claims. Every package of the Products contains these claims,
10 misleading reasonable consumers to believe the Products are “organic” and “all natural,” when in
11 fact they are not because they contain PFAS that are harmful to consumers and the environment, and
12 do not belong in the Products.

13 10. Plaintiff and Class Members purchased and paid a premium for the Products. Further,
14 Plaintiff and Class Members relied to their detriment on Defendants’ “organic” and “all natural”
15 marketing claims, when the Products are not in fact “organic” and “all natural” because they contain
16 PFAS. Plaintiff and Class Members would not have purchased the Products – or would not have paid
17 as much as they did– had they known the “organic” and “all natural” marketing claims were false.
18 Thus, Plaintiff and Class Members suffered monetary damages as result of Defendants’ deceptive
19 and false representations.

20 11. Plaintiff brings this action individually, and on behalf of similarly situated individuals
21 who purchased the false and deceptively labeled Products for violations of California’s Consumer
22 Legal Remedies Act, Cal. Bus. & Prof. Code § 1750, *et seq.*; California’s False Advertising Law,
23 Cal. Bus. & Prof. Code §§ 17500, *et seq.*; California’s Unfair Competition Act, Cal. Bus. & Prof.
24 Code § 17200, *et seq.*, fraud, and unjust enrichment.

25 **PARTIES**

26 **Plaintiff**

27 12. At all relevant times, Plaintiff Suzette Acosta, was a resident and citizen of California,
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1 who has an intent to remain there, and is therefore a domiciliary of California.

2 13. On April 29, 2026, Plaintiff Acosta purchased a 1 cu. ft bag of Black Kow Cow
3 Manure for her vegetable garden from a Walmart retail store in Atwater, California for \$5.97 per
4 bag. Prior to her purchase of the Product, Plaintiff Acosta read and reviewed Defendants' marketing
5 and labeling of the Products including the material representations in the name of the Products and
6 on the Products' packaging, and marketing claiming the Products are "organic" and "all natural."

7 14. Nowhere in Defendants' marketing and labeling of the Product did Defendants
8 disclose to Plaintiff Acosta that the Product contained PFAS. Based on Defendants' marketing and
9 labeling of the Products, Plaintiff Acosta believed her Product was "organic" and "all natural" and
10 did not reasonably expect that the Product contained PFAS. The "organic" and "all natural"
11 marketing claims were material to Plaintiff's purchasing decision.

12 15. In reliance on Defendants' "organic" and "all natural" marketing claims, Plaintiff
13 purchased her Product and paid a premium price for the Product. Accordingly, the "organic" and "all
14 natural" marketing claims was part of the basis of her bargain with Defendants.

15 16. Had Plaintiff Acosta known of the Products' true nature, and of Defendants'
16 deceptive, unfair, and unlawful conduct, she would not have purchased the Product or would have
17 paid less for it.

18 17. Because Defendants unlawfully concealed material facts from Plaintiff before her
19 purchase, Plaintiff did not suspect (and had no reason to suspect) that the Product would not conform
20 to the "organic" and "all natural" marketing claims as represented.

21 18. Plaintiff remains interested in purchasing the Product if it were actually "organic" and
22 "all natural" as marketed, and did not contain PFAS, and if she could have confidence regarding the
23 truth of the Product's marketing and advertising. However, because of the false, deceptive and
24 misleading "organic" and "all natural" marketing claims, Plaintiff Acosta is unable to rely on the
25 Product advertising and packaging when deciding in the future whether to purchase the Products.
26 Therefore, she will be harmed in the future as a result of Defendants' deceptive, unfair, and unlawful
27 conduct described herein as she is unable to reasonably rely on Defendants' "organic" and "all
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1 natural” marketing and labeling.

2 19. Plaintiff put Defendants on direct notice of her claims by certified letter dated May
3 13, 2026.

4 **Defendants**

5 20. Defendant Black Gold Compost Company, LLC is a Florida limited liability company
6 with its principal place of business at 130 S. Main Street, Winter Garden, Florida 34787. Defendant
7 Black Gold Compost Company, LLC markets, sells, and distributes the Products throughout the
8 United States, including in the State of California.

9 21. Defendant Black Gold Compost Holdings, Inc. is a Florida corporation company with
10 its principal place of business at 1750 Buena Vista Drive, Eustis, Florida 32726. Defendant Black
11 Gold Compost Holdings, Inc. markets, sells, and distributes the Products throughout the United
12 States, including in the State of California.

13 **JURISDICTION AND VENUE**

14 22. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A)
15 because this case is a class action where the aggregate claims of all members of the proposed class
16 are in excess of \$5,000,000.00, exclusive of interest and costs, and at least one member of the
17 proposed class is citizen of a state different from Defendants.

18 23. This Court has specific jurisdiction over Defendants because they conduct
19 substantial business within California, including the sale, marketing, and advertising of the Products.
20 Furthermore, a substantial portion of the events giving rise to Plaintiff’s claims occurred in this State,
21 including Plaintiff’s purchase.

22 24. Venue is proper pursuant to 28 U.S.C. § 1391(b) because Defendants do substantial
23 business in this District and a substantial part of the events giving rise to Plaintiff’s claims occurred
24 in this District.

25 **FACTUAL ALLEGATIONS**

26 **I. Defendants’ “Organic” and “All Natural” Marketing**

27 25. The lawn and garden consumables market is estimated to be valued at \$94 billion,
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1 and is expected to climb to \$99.6 billion by 2030.

2 26. As consumers show a growing interest in personal health and wellness, they have
3 turned toward organic and all natural home gardening in search of healthy and environmentally
4 friendly food options. As a result, consumers are spending more on organic and natural gardening.

5 27. In an already crowded market, there is enormous incentive for companies such as
6 Defendants to cultivate a wellness-minded corporate image and market their products as safe and
7 natural.

8 28. Defendants' Black Kow brand is a leading brand in the organic and all natural
9 gardening market. Defendants have worked very hard since Black Kow was founded in 1969 to
10 convince consumers that their Black Kow branded products are a cut above the rest when it comes
11 to their organic and all natural status. Consequently, reasonable consumers recognize the Black Kow
12 brand as a reliable source of organic and all natural gardening products.

13 29. Defendants' brand marketing in conjunction with the Product's conspicuous
14 "organic" and "all natural" representations, further contribute to the reasonable consumer perception
15 and belief that the Product contains only natural ingredients and is free of man-made chemicals.

16 30. Defendants falsely and misleadingly label their Products as "organic" and "all
17 natural" with their uniform "organic" and "all natural" marketing on the Products' packaging and
18 marketing, as depicted above (*supra* ¶ 2):

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31. The "organic" and "all natural" marketing is made directly to consumers and

1 uniformly displayed on the packaging and marketing of the Products.

2 32. Indeed, Defendants corroborate the “organic” and “all natural” marketing on their
3 website, emphasizing that the Products are “[t]he all-natural organic way to improve native soils”:

4 **Black Kow Mature Manure**



The all-natural organic way to improve native soils is to start with Black Kow® composted cow manure - The “Mature Manure.” Black Kow® has 10 times more nutrients than typical garden soil, and 4 to 6 times more cow manure than other brands. By mixing Black Kow® cow manure with your native soil before planting, you do 3 important things:

- Provide moisture holding capacity to sandy soils. Black Kow® cow manure holds water and nutrients in the soil around the roots. The roots can use the water and nutrients when needed instead of letting the nutrients leach through the soil.
- Provide aeration and moisture holding capacity to hard, clay-type soils. Black Kow® cow manure helps break up those soils so that water and nutrients are available to the plant when needed.
- Give your plant’s roots the optimum environment in which to get started. Black Kow® cow manure contains millions of beneficial bacteria. These bacteria convert nitrogen and other nutrients into an easily available form for the plant. It is organic and contains nutrients that are released slowly without burning tender roots. These nutrients and moisture are held in the soil around roots until the plant needs them.

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14 33. Defendants go as far to boldly claim on the “How It’s Made” webpage that the
15 Product is “made from the finest raw materials available ... manure from dairy farms.... We never
16 add any chemicals to our product:”

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18 **Our “Production” Team**



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23 Black Kow® “The Mature Manure” is
24 made from the finest raw materials
25 available...manure from dairy farms.
26 Black Kow®, has 4 to 6 times more
27 nutrients than typical garden soils. It
28 starts at the dairy farm where we
“employ” over 20,000 cows a year to
get enough raw material for Black Kow®
compost. We never add any chemicals to
our product.

1 34. Similarly, Defendants’ website emphasizes that the Products are suitable for
2 “sustainable gardening practices” and will “cause no harm to the earth and its inhabitants”:

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 Sustainable Gardening With Black Kow

5 Sustainable gardening practices are those that cause no harm to the earth and its
6 inhabitants while attempting to actually enhance it. Sustainable gardening allows your
7 garden to live and thrive in a healthy setting as these techniques benefit your plants and
8 reduce the chance of negative impact on the environment. Whether you are a beginner
9 or a seasoned pro, there are several practices that can help you maintain a sustainable
10 garden this season.



11 Sustainability is using water and all other natural resources in a planned way. Growing
12 your own fruits and vegetables can help you be healthier. Growing your own fruits and
13 vegetables will save your money at the grocery store. Gardening increases physical
14 activity. It also increases food security. Food security is having access to and being able
15 to afford nutritious, safe food—and enough of it. One of the benefits of enjoying garden vegetables is a reduced monthly food bill.
16 Consuming more fresh fruits and vegetables is one of the most important things you can do to stay healthy.

17 Get great results in your garden when you use Black Kow.

- 18 • Feeds naturally for up to 3 months.
- 19 • The Mature Manure- Black Kow is aerobically composted and then aged for several months before going into the bag.
- 20 • Black Kow is stable, odor free and mature when it goes in your garden or lawn.
- 21 • 10 times more nutrients than garden soil.
- 22 • Increased nutrient content.
- 23 • Moisture efficient, you’ll use less water

24 35. Defendants disseminate their “organic” and “all natural” marketing directly to
25 consumers nationwide before and at the point of purchase, throughout their marketing channels,
26 including on their website and the websites of their authorized retailers.

27 36. Defendants are well aware that the “organic” and “all natural” marketing is material
28 to an ordinary and reasonable consumer in deciding what gardening products to purchase.

37. The “organic” and “all natural” marketing on the Products’ packaging, labeling,
advertising, and marketing is conspicuous and designed to grab the consumer’s attention. Indeed, the
Products prominently make the “organic” and “all natural” marketing on the label and packaging.
In this way, Defendants carefully designed their labels, advertising, packaging of the Products,
including the placement of the “organic” and “all natural” marketing, to perpetuate the false notion
that the Products are in fact “organic” and “all natural.” Defendants intend that ordinary and

1 reasonable consumers viewing the Products will read the claim, understand the claim, and rely on
2 the claim to make purchasing decisions.

3 38. Defendants have engaged in their “organic” and “all natural” marketing in an effort
4 to convince reasonable consumers to believe that the Product is superior to other products that are
5 not “organic” or “all natural.”

6 39. Consumers lack the expertise to ascertain the true ingredients in the Product prior to
7 purchase. Accordingly, reasonable consumers must, and do, rely on Defendants to accurately and
8 honestly advertise their Product’s as “organic” or “all natural” and not contradict those
9 representations by having artificial man-made chemicals in their Product that are known to pose a
10 risk to human health and the environment. Such misrepresentations are material to reasonable
11 consumers’ purchasing decisions.

12 40. Defendants’ representations that the Product is “organic” or “all natural,” including
13 *inter alia*, the representations described herein, are false because products containing toxic, man-
14 made ingredients like PFAS are not “organic” or “all natural” by definition.

15 **II. PFAS Are Not Organic or Natural.**

16 41. When a product contains PFAS, it is by definition, not organic or all natural.
17 Reasonable consumers including Plaintiff and Class Members understand this and thus, do not expect
18 the Products to contain PFAS.

19 42. Detailed below, contrary to Defendants’ marketing claims that the Product is
20 “organic” and “all natural.” Plaintiff’s independent testing has confirmed that the Product actually
21 contains PFAS.

22 43. Defendants have the ability to eliminate PFAS in their Products, but have not taken
23 any measures to do so as indicated by recent testing conducted by Plaintiff.
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1 44. PFAS are a category of highly persistent chemicals.¹ **PFAS are not organic or**
2 **naturally occurring.**² They are man-made and have been used in industrial and commercial products
3 since the 1940s.³ Therefore, PFAS are **indisputably synthetic chemicals.**

4 45. According to the United States Department of Agriculture (“USDA”), produce may
5 only be labeled as “organic” if it is certified to have been grown without synthetic fertilizers.⁴ When
6 consumers including Plaintiff and Class Members read and reviewed Defendant’s “organic” and “all
7 natural” marketing on their Products advertised as safe and suitable for vegetable gardening, they
8 did not reasonably expect the Products labeled as “organic” to contain PFAS. Indeed, diet is a major
9 route of PFAS exposure for humans, and reasonable consumers purchasing a product represented as
10 “organic” or “all natural” would not expect it to contain harmful man-made chemicals, such as
11 PFAS.⁵

12 46. Under the relevant USDA regulations, “organic matter” means the “remains, residues,
13 or waste products of any organism”⁶ and “organic fraud” means the “deceptive representation, sale,
14 or labeling of nonorganic agricultural products or ingredients as 100 percent organic, organic, or
15 made with organic [ingredients].”⁷

16 47. The USDA’s National List of Allowed and Prohibited Substances⁸ maintained for
17 organic production permits nonsynthetic materials, but clearly prohibits the use of synthetic materials
18 unless they are specifically identified.⁹ Moreover, the USDA’s National List does not identify any
19 “allowed” PFAS.

22 ¹ <https://www.epa.gov/pfas/pfas-explained> (last visited May 18, 2026).

23 ² <https://www.atsdr.cdc.gov/pfas/resources/pfas-faqs.html> (last visited May 18, 2026).

24 ³ <https://www.atsdr.cdc.gov/pfas/health-effects/index.html> (last visited May 18, 2026).

25 ⁴ <https://www.usda.gov/about-usda/news/blog/organic-101-what-usda-organic-label-means> (last
26 visited May 18, 2026).

27 ⁵ <https://ehp.niehs.nih.gov/doi/full/10.1289/EHP4092> (last visited May 18, 2026).

28 ⁶ 7 C.F.R. § 205.2.

⁷ *Id.* (citation modified).

⁸ 7 C.F.R. §§ 205.600–205.602.

⁹ *Id.* §§ 205.601, 206.602; see also USDA Agriculture Marketing Service, *The National List of Allowed and Prohibited Substances*, <https://www.ams.usda.gov/rules-regulations/organic/national-list> (last visited May 18, 2026).

1 48. Therefore, PFAS do not fall within any definition of organic or all natural, and no
2 reasonable consumer would expect to find any harmful chemicals—let alone man-made forever
3 chemicals like PFAS—in a product labeled organic and all natural.

4 **III. PFAS Are Dangerous to Humans and the Environment.**

5 49. In addition to not being organic or all natural, PFAS are **dangerous to humans and**
6 **the environment.** Indeed, two specific types of PFAS, which were detected in the Products as
7 detailed below—perfluorooctanoic acid (PFOA) and perfluorooctane sulfonate (PFOS)—have been
8 confirmed as dangerous substances by the United States Environmental Protection Agency.

9 50. While there are thousands of varieties of PFAS chemicals in existence, all PFAS
10 contain carbon-fluorine bonds—one of the strongest in nature—which makes them highly persistent
11 in the environment and in human bodies.¹⁰ For this reason, PFAS chemicals are often called “forever
12 chemicals.”

13 51. In the words of Dr. Graham Peaslee, a nuclear scientist, professor and researcher at
14 the University of Notre Dame, “I’ve never met the good PFAS, and there are no such things. They
15 are all long-lived, they all bioaccumulate, a good number of them are shown to be toxic and the rest
16 we just haven’t measured yet.”¹¹

17 52. Crucially, PFAS can be harmful even at extremely low levels of exposure.¹² Indeed,
18 because of their persistence and bioaccumulative nature, all PFAS are harmful. The EPA recently
19 confirmed that the levels at which negative health effects could occur are much lower than previously
20 understood— including near zero in some cases.¹³ In other words, there is no “safe” level of exposure
21 with regard to these chemicals, and even “trace” levels of PFAS can pose a risk to humans.

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25 ¹⁰ <https://ntp.niehs.nih.gov/whatwestudy/topics/pfas/index.html> (last accessed May 18, 2026).

26 ¹¹ <https://www.pbs.org/newshour/science/pfas-are-everywhere-what-can-we-do-to-change-that> (last
accessed May 18, 2026).

27 ¹² <https://www.washingtonpost.com/climate-environment/2022/06/15/epa-pfas-forever-chemicals/>
(last accessed May 18, 2026).

28 ¹³ *Id.*

1 53. Notably, PFAS persist and bioaccumulate in the food chain when released into the
2 environment and build up in the body when humans consume PFAS-contaminated food or water or
3 are otherwise exposed to PFAS.¹⁴

4 54. Humans can be exposed to PFAS in a variety of ways, including through ingestion,
5 inhalation, and skin absorption.¹⁵

6 55. PFAS chemicals have been associated with numerous negative health effects for
7 humans and the environment including, but not limited to, decreased male and female fertility,
8 negative developmental effects or delays in children, increased risk of cancers, liver damage, and
9 thyroid disease, adverse impacts on the immune system, interference with hormones and increased
10 cholesterol levels.¹⁶

11 56. A large number of studies have examined the potential harmful health effects of
12 exposure to PFAS. In a 2019 study (revised in 2022), the U.S. Department of Health and Human
13 Services' National Toxicology Program found that PFAS has adverse effects on human organ
14 systems, including impacting the liver and thyroid hormone.¹⁷

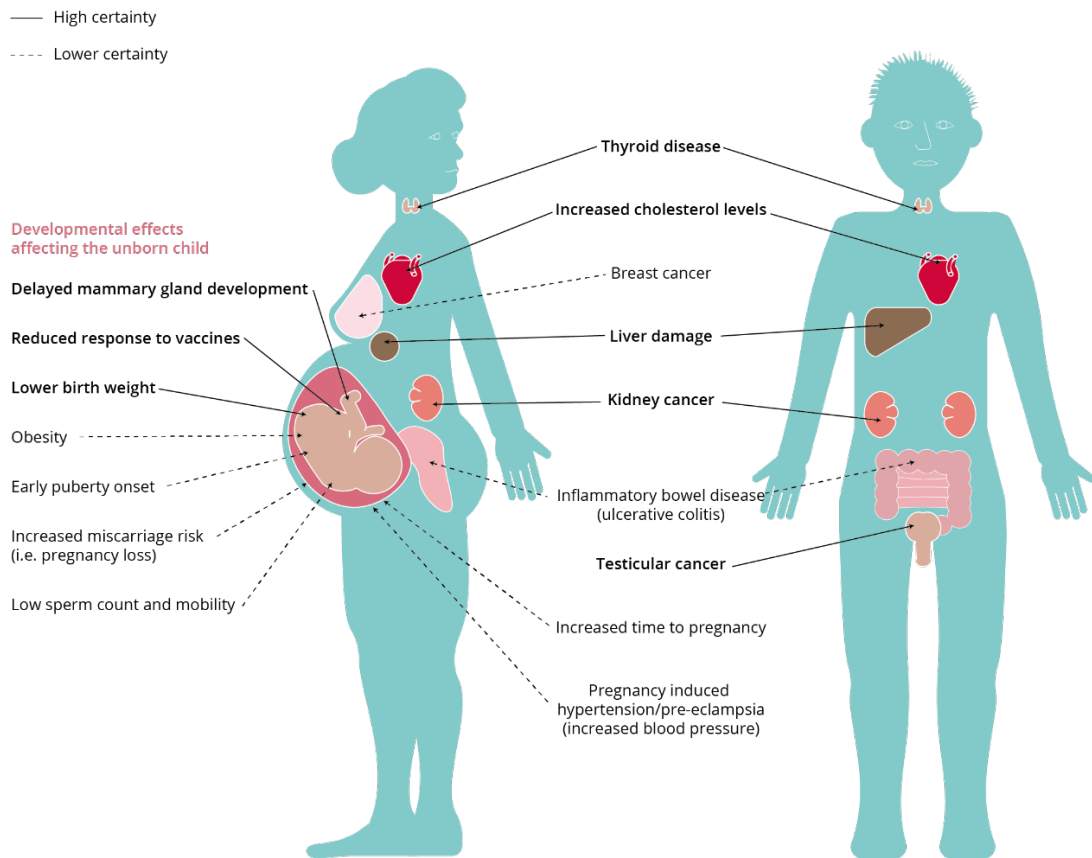
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23 ¹⁴ Sibel Barisci & Rominder Suri, *Occurrence and Removal of Poly/Perfluoroalkyl Substances*
24 *(PFAS) in Municipal and Industrial Wastewater Treatment Plants*, 84(12) *Water Science & Tech.*
25 3442, 3443 (2021), [https://pdfs.semanticscholar.org/3b10/37f0](https://pdfs.semanticscholar.org/3b10/37f0c12ad3757c8ffd0922cff95ab36ecb46.pdf)
26 [c12ad3757c8ffd0922cff95ab36ecb46.pdf](https://pdfs.semanticscholar.org/3b10/37f0c12ad3757c8ffd0922cff95ab36ecb46.pdf) (last accessed May 18, 2026).

27 ¹⁵ <https://ntp.niehs.nih.gov/whatwestudy/topics/pfas/index.html> (last accessed May 18, 2026).

28 ¹⁶ See [https://www.epa.gov/pfas/our-current-understanding-human-health-and-environmental-risks-](https://www.epa.gov/pfas/our-current-understanding-human-health-and-environmental-risks-pfas)
[pfas](https://www.atsdr.cdc.gov/pfas/health-effects/index.html) (last accessed February 20, 2023); <https://www.atsdr.cdc.gov/pfas/health-effects/index.html>
(last accessed May 18, 2026); [https://www.nytimes.com/2020/09/23/parenting/pregnancy/pfas-](https://www.nytimes.com/2020/09/23/parenting/pregnancy/pfas-toxins-chemicals.html)
[toxins-chemicals.html](https://www.nytimes.com/2020/09/23/parenting/pregnancy/pfas-toxins-chemicals.html) (last accessed May 18, 2026).

¹⁷ <https://ntp.niehs.nih.gov/whatwestudy/topics/pfas/index.html> (last accessed May 18, 2026).

57. A figure from the European Environmental Agency (“EEA”) shows the “[e]ffects of PFAS on human health.”¹⁸



58. The EEA has further explained that “[p]eople most at risk of adverse health impacts are those exposed to high levels of PFAS, and vulnerable population groups such as children and the elderly.”¹⁹

59. The Center for Disease Control’s Agency for Toxic Substances and Disease Registry has recognized that exposure to high levels of PFAS may also impact the immune system and reduce antibody responses to vaccines.²⁰

60. Costs to society arising from PFAS exposure are high, with the annual health-related costs estimated to be EUR 52-84 billion across Europe in a recent study (Nordic Council of

¹⁸ <https://www.eea.europa.eu/publications/emerging-chemical-risks-in-europe> (last accessed May 18, 2026).

¹⁹ *Id.*

²⁰ <https://www.atsdr.cdc.gov/pfas/health-effects/index.html> (last accessed May 18, 2026).

1 Ministers, 2019).²¹ The study notes that these costs are likely underestimated, as only a limited range
2 of health effects (high cholesterol, decreased immune system and cancer) linked to exposure to a
3 few specific PFAS were included in the estimates.²²

4 61. There is no treatment to remove PFAS from the body. Therefore, experts agree the
5 most effective strategy to decrease risk is to avoid and/or limit exposure to products known to contain
6 PFAS.

7 62. “The Madrid Statement,” a scientific consensus regarding the persistence and
8 potential for harm of PFAS substances issued by the Green Science Policy Institute and signed by
9 more than 250 scientists from 38 countries, recommended actions in order to mitigate future harm,
10 including: (1) discontinuing use of PFAS where not essential or safer alternatives exist; (2) labeling
11 products containing PFAS; and (3) encouraging retailers and individual consumers to avoid products
12 containing or manufactured using PFAS whenever possible.²³

13 **IV. Testing for PFAS.**

14 63. As part of her thorough pre-suit investigation, Plaintiff, by and through her counsel,
15 commissioned independent third-party targeted testing of the Products at issue, which unequivocally
16 confirms the existence of PFAS in the Products that Plaintiff and the Class purchased.

17 64. Specifically, targeted testing of Black Kow’s Product was arranged with the
18 assistance of a reputable independent product testing laboratory with experience testing for PFAS in
19 similar products, which was conducted on January 30, 2026.

20 65. The laboratory tested the Product for PFAS using the United States Environmental
21 Protection Agency (“EPA”) Method 1633A, which is a laboratory-validated method to test for 40
22 PFAS compounds across nine compound classes for environmental samples, including soil.²⁴

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24 ²¹ <https://www.eea.europa.eu/publications/emerging-chemical-risks-in-europe> (last accessed May
18, 2026).

25 ²² *Id.*

26 ²³ <https://greensciencepolicy.org/our-work/science-policy/madrid-statement/> (last accessed May 18,
2026).

27 ²⁴ U.S. EPA, *Method 1633, Revision A: Analysis of Per- and Polyfluoroalkyl Substances (PFAS) in*
28 *Aqueous, Solid, Biosolids, and Tissue Samples by LC-MS/MS* at 1 (Dec. 2024),
[https://www.epa.gov/system/files/documents/2024-12/method-1633a-december-5-2024-508-](https://www.epa.gov/system/files/documents/2024-12/method-1633a-december-5-2024-508-compliant.pdf)
[compliant.pdf](https://www.epa.gov/system/files/documents/2024-12/method-1633a-december-5-2024-508-compliant.pdf).

1 Indeed, “EPA recommends the use of this method, and it is currently the only PFAS method that has
2 been validated in multiple laboratories for aqueous matrices that include wastewater, surface water,
3 groundwater, and landfill leachate, as well as for soil, sediment, biosolids, and fish and shellfish
4 tissue.”

5 66. Of note, using Method 1633A, the EPA established Regional Screening Levels
6 (RSLs) for chemicals, including PFAS, under the Comprehensive Environmental Response,
7 Compensation, and Liability Act (CERCLA).²⁵ RSLs establish chemical specific concentrations for
8 contaminants, including in soil, that, if exceed, may warrant further action or study because there is
9 a concern that the levels of PFAS are high enough to pose a threat to human health.

10 67. To put this in context, **testing performed on Defendants’ Product, the same**
11 **Product purchased by Plaintiff Acosta, detected material levels of PFAS in the Product.** This
12 testing revealed two types of PFAS in the Product including PFOS at levels up to 4.52 ng/g and
13 PFOA at levels up to 2.75 ng/g. The level of PFASs detected in the Products were **more than 100**
14 **times higher than the applicable RSLs.**

15 68. Thus, Defendants’ Product exposes hundreds of thousands of unsuspecting
16 consumers to toxic synthetic chemicals in direct contradiction to their uniform “organic” and “all
17 natural” marketing claims.

18 **V. The “Organic” and “All Natural” Marketing Harms Consumers.**

19 69. Plaintiff and Class Members purchased and paid a premium for the Products in
20 reliance on the “organic” and “all natural” marketing, reasonably believing the Products were in fact
21 “organic” and “all natural” and therefore would not contain chemicals potentially harmful to their
22 health or the environment.

23 70. Plaintiff’s and Class Members’ reasonable belief that the Products were “organic”
24 and “all natural” was a significant and material factor in their decisions to purchase and pay a
25 premium for the Products.

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²⁵ *Id.*

1 71. At the time of purchase, Plaintiff and Class Members did not know, and had no reason
2 to know, that the Products were not “organic” and “all natural” because of how the Products are
3 deceptively labeled and advertised to create the impression that the Products are “organic” and “all
4 natural” and will not contain chemicals that are harmful to health or the environment. Nothing on the
5 Products’ labeling indicates the Products would not be “organic” or “all natural” as promised.

6 72. At the time of purchase, Defendants knew that the Products were not “organic” and
7 “all natural” and thus incapable of complying with the Defendants’ marketing.

8 73. Defendants knew that Plaintiff and Class Members would rely on the Product
9 marketing and would, therefore, reasonably believe the Products are “organic” and “all natural.”

10 74. Because of the “organic” and “all natural” marketing, Plaintiff and Class Members
11 were induced to make purchases they otherwise would not have, but for the belief that the Products
12 were “organic” and “all natural.”

13 75. Plaintiff and Class Members would not have purchased the Products had they known
14 that the Products are not “organic” and “all natural.”

15 76. Plaintiff and Class Members paid a price premium for the Products because of the
16 Defendants’ “organic” and “all natural” marketing.

17 77. Therefore, Plaintiff and Class Members suffered an injury in fact and lost money as
18 a result of Defendants’ false and misleading “organic” and “all natural” marketing.

19 **VI. NO ADEQUATE REMEDY AT LAW**

20 78. Plaintiff and members of the California Subclass are entitled to equitable relief as no
21 adequate remedy at law exists.

22 79. **Broader Statutes of Limitations.** The statutes of limitations for the causes of action
23 pled herein vary. The limitations period is four years for claims brought under the UCL, which is
24 one year longer than the statutes of limitations under the FAL and CLRA. Thus, without application
25 of tolling, California Subclass Members who purchased the Products more than 3 years prior to the
26 filing of the complaint will be barred from recovery if equitable relief were not permitted under the
27 UCL. Similarly, California Subclass Members who purchased the Products prior to the furthest
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1 reach-back under the statute of limitations for breach of warranty or fraud will be barred from
2 recovery if equitable relief were not permitted for restitution/unjust enrichment.

3 80. **More Prompt, Certain, and Efficient.** Legal remedies are inadequate because they
4 are not equally prompt and certain and in other ways efficient as equitable relief. Legal claims for
5 damages are not equally certain as restitution because claims under the UCL and other equitable
6 claims entail few elements.

7 81. **Broader Scope of Conduct.** In addition, the scope of actionable misconduct under
8 the unfair prong of the UCL is broader than the other causes of action asserted herein. It includes,
9 for example, Defendants' overall unfair marketing scheme to promote and brand the Products with
10 "organic" and "all natural" marketing, including the Products' label and packaging, over a long
11 period of time, in order to gain an unfair advantage over competitor products and to take advantage
12 of consumers' desire for products that comport with Defendants' "organic" and "all natural"
13 marketing. The UCL also creates a cause of action for violations of law (such as statutory or
14 regulatory requirements and court orders related to similar representations and omissions made on
15 the type of products at issue). Thus, Plaintiff and the California Subclass may be entitled to restitution
16 under the UCL, while not entitled to damages under other causes of action asserted herein (e.g., the
17 FAL requires actual or constructive knowledge of the falsity; the CLRA is limited to certain types of
18 Plaintiff (an individual who seeks or acquires, by purchase or lease, any goods or services for
19 personal, family, or household purposes) and other statutorily enumerated conduct; common law
20 fraud claims require a showing of actual deception or reliance).

21 82. **Injunctive Relief to Cease Misconduct and Dispel Misperception.** Injunctive relief
22 is appropriate on behalf of Plaintiff and the California Subclass because Defendants continue to
23 misrepresent the Products with their "organic" and "all natural" marketing. Injunctive relief is
24 necessary to prevent Defendants from continuing to engage in the unfair, fraudulent, and/or unlawful
25 conduct described herein and to prevent future harm - none of which can be achieved through
26 available legal remedies (such as monetary damages to compensate past harm). Further, injunctive
27 relief, in the form of removing Defendants' "organic" and "all natural" marketing is necessary to
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1 dispel the public misperception about the Products that has resulted from years of Defendants’ unfair,
2 fraudulent, and unlawful marketing efforts. An injunction requiring removal of the claim will prevent
3 the ongoing deception and repeat purchases based thereon. It is also not available through a legal
4 remedy (such as monetary damages). In addition, injunctive relief is necessary because discovery
5 and Plaintiff’s investigation have not yet completed. Moreover, because the court has not yet certified
6 any class, the following remains unknown: the scope of the class, the identities of its members, their
7 respective purchasing practices, prices of past/future Product sales, and quantities of past/future
8 Product sales.

9 83. **Public Injunction.** Further, because a “public injunction” is available under the UCL,
10 damages will not adequately "benefit the general public" in a manner equivalent to an injunction.

11 84. **Procedural Posture - Incomplete Discovery & Pre-Certification.** Lastly, this is an
12 initial pleading in this action, and discovery has not yet commenced and/or is at its initial stages. No
13 class has been certified yet. No expert discovery has commenced and/or completed. The completion
14 of fact/non-expert and expert discovery, as well as the certification of this case as a class action, are
15 necessary to finalize and determine the adequacy and availability of all remedies, including legal and
16 equitable, for Plaintiff's individual claims and any certified class or subclass. Plaintiff therefore
17 reserves the right to amend this complaint and/or assert additional facts that demonstrate this Court’s
18 jurisdiction to order equitable remedies where no adequate legal remedies are available for either
19 Plaintiff and/or any certified class or subclass. Such proof, to the extent necessary, will be presented
20 prior to the trial of any equitable claims for relief and/or the entry of an order granting equitable
21 relief.

22 **TOLLING AND ESTOPPEL OF STATUTE OF LIMITATIONS**

23 **Discovery Rule**

24 85. Plaintiff and Class Members did not discover and could not have discovered through
25 reasonable diligence that the Products were not “organic” and “all natural” as represented and
26 warranted within the time-period of any applicable statutes of limitation. There is no evidence that
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1 Plaintiff was aware that the Products were not “organic” and “all natural” as represented and
2 warranted as promised by Defendants.

3 86. Defendants misrepresented the Products as “organic” and “all natural” through their
4 labeling and marketing channels. Defendants concealed that the Products were not “organic” and “all
5 natural” as represented and warranted. Plaintiff and other Class Members could not have reasonably
6 discovered and could not have known of facts that would have caused a reasonable person to suspect
7 that Defendants knowingly failed to disclose material information within their knowledge about the
8 Products.

9 87. As such, no potentially relevant statute of limitations should be applied.

10 **Fraudulent Concealment**

11 88. Any applicable statutes of limitation have been tolled by Defendants’ knowing, active
12 and ongoing concealment and denial of the facts throughout the time period relevant to this action as
13 alleged herein.

14 89. Defendants were, and are, under a continuous duty to disclose to Plaintiff and the
15 Class the true character, quality, and nature of the Products, particularly with respect to whether they
16 are “organic” and “all natural” as represented and warranted.

17 90. At all relevant times, Defendants knowingly, affirmatively and actively
18 misrepresented and concealed the true character, quality, and nature of the Products and sold the
19 Products into the stream of commerce with Defendants’ “organic” and “all natural” marketing. As a
20 result, neither Plaintiff nor the other Class Members could have discovered the true character, quality,
21 and nature of the Products, even upon reasonable exercise of due diligence.

22 91. Throughout the Class Period, at all relevant times, Defendants have known that the
23 Products, which they designed, manufactured, selected materials for and sold, were not “organic”
24 and “all natural” as represented and warranted.

25 92. Defendants’ actual knowledge of the serious safety concerns surrounding the
26 Products is evidenced by, among other things, Defendants’ formulation, manufacture, and sale of the
27 Products and testing of the Products for internal and certification purposes. Despite this knowledge,
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1 Defendants failed to disclose and instead, concealed material information from Plaintiff and other
2 Class Members, including that the Products are not “organic” and “all natural” despite Defendants’
3 marketing as detailed herein, even though, at any point in time, Defendants could have disclosed this
4 material information through a recall, individual correspondence, media release, or by other means.

5 93. Instead, Defendants continued to market the Products as “organic” and “all natural”
6 with Defendants’ marketing detailed herein. The purpose of this concealment was to continue to
7 profit from the sale of their popular Products and to prevent Plaintiff and other Class Members from
8 seeking redress.

9 94. Plaintiff and the other Class Members justifiably relied on Defendants to disclose the
10 true nature of the Products they purchased and/or owned because their true nature regarding whether
11 they were “organic” and “all natural” as represented and warranted was not discoverable by Plaintiff
12 and the other Class Members through reasonable efforts.

13 95. Any applicable statute of limitations has been tolled by Defendants’ knowledge,
14 active concealment, and denial of the facts alleged herein, which is ongoing.

15 **Estoppel**

16 96. Defendants were, and are, under a continuing duty to disclose to Plaintiff and the
17 Class the true character, quality, and nature of the Products, namely whether they are “organic” and
18 “all natural” as represented.

19 97. Defendants knowingly, affirmatively, and actively concealed the true character,
20 quality, and nature of the Products. Plaintiff and the Class reasonably relied on Defendants’ “organic”
21 and “all natural” marketing.

22 98. For these reasons, Defendants are estopped from relying on any statute of limitations
23 in defense of this action.

24 99. Additionally, Defendants are estopped from raising any defense of laches due to their
25 own conduct as alleged herein.

1 **FED. R. CIV. P. 9(b) ALLEGATIONS**

2 *(Affirmative and By Omission)*

3 100. Although Defendants are in the best position to know what content they placed in
4 their marketing materials during the relevant timeframe, and the knowledge that they had regarding
5 the true nature of the Products and specifically, whether the Products were “organic” and “all
6 natural,” to the extent necessary, Plaintiff satisfies the requirements of Rule 9(b) by alleging the
7 following facts with particularity:

8 101. **Who:** Defendants engaged in the deceptive and fraudulent conduct through their
9 “organic” and “all natural” marketing on the Products’ packaging and labeling, and marketing
10 materials, in written form.

11 102. **What:** Defendants’ conduct here through their “organic” and “all natural” marketing,
12 was and continues to be deceptive and fraudulent. Defendants’ conduct is deceptive because they
13 uniformly misrepresented the Products as “organic” and “all natural” while omitting and concealing
14 that the Products are not “organic” and “all natural” for the reasons stated in Section IV, which is in
15 direct conflict with Defendants’ “organic” and “all natural” marketing and the expectations of
16 reasonable consumers including Plaintiff and Class Members. Defendants’ conduct deceived
17 Plaintiff and the Class into believing that the Products were “organic” and “all natural.” Defendants
18 knew, or should have known, that this information is material to reasonable consumers, including
19 Plaintiff and the Class, in making their purchasing decisions. However, Defendants omitted and
20 concealed necessary information that the Products are not “organic” and “all natural” because they
21 contain PFAS. No reasonable consumer would expect that the Products, marketed as “organic” and
22 “all natural” would contain harmful chemicals like PFAS.

23 103. **When:** Defendants designed their “organic” and “all natural” marketing on the
24 Products, detailed herein, during the class period and prior to and at the point of sale, leaving Plaintiff
25 and the Class unaware of the true nature of the Products prior to purchasing and paying a premium
26 for them.

1 111. **Numerosity.** Class Members are so numerous that their individual joinder herein is
2 impracticable. On information and belief, each Class or Subclass includes thousands of consumers.
3 The precise number of Class Members and their identities are unknown to the Plaintiff at this time
4 but may be determined through discovery. Class Members may be notified of the pendency of this
5 action by mail and/or publication through the distribution records of Defendants, their agents, or
6 other means.

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

- 10 a. Whether Defendants misrepresented and/or failed to disclose material facts
11 concerning the Product;
- 12 b. Whether the omissions and representations on the Products' label and the Products'
13 marketing materials, or any single omission or representation, is false, misleading,
14 and/or deceptive;
- 15 c. Whether Defendants' conduct in advertising and selling the Products amounted to
16 unlawful, unfair, and/or deceptive business practices;
- 17 d. Whether Plaintiff and the Class Members are entitled to equitable and/or injunctive
18 relief;
- 19 e. Whether Plaintiff and the Class Members have sustained damage as a result of
20 Defendants' unlawful conduct;
- 21 f. The proper measure of damages sustained by Plaintiff and the Class Members; and
22 g. Whether Defendants were unjustly enriched by their unlawful practices.

23 113. **Typicality.** The claims of the Plaintiff are typical of the claims of the Class Members
24 in that Plaintiff and the Class Members sustained damages as a result of Defendants' uniform
25 wrongful conduct, as alleged above.

26 114. **Adequacy.** Plaintiff will fairly and adequately protect the interests of Class Members.
27 Plaintiff has retained counsel that is highly experienced in complex consumer class action litigation,
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1 and Plaintiff intends to vigorously prosecute this action on behalf of the classes. Plaintiff has no
2 interests that are antagonistic to those of the Class Members. Plaintiff has no past or present financial,
3 employment, familial, or other relationship with any of the attorneys in this case that would create a
4 conflict of interest with the proposed Class Members.

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

11 116. Defendants have acted or failed to act on grounds generally applicable to the Class
12 Members, thereby making appropriate final injunctive relief with respect to the Class Members as a
13 whole.

14 117. Without a class action, Defendants will continue a course of action that will result in
15 further damages to the Plaintiff and Class Members and will likely retain the benefits of their
16 wrongdoing.

17 **COUNT I**
18 **Violation of California's Consumers Legal Remedies Act**
19 **Cal. Bus. & Prof. Code § 1750, et seq.**
20 **(On Behalf of the California Subclass)**

21 118. Plaintiff incorporates by reference the allegations contained in all preceding
22 paragraphs of this complaint.

23 119. Plaintiff brings this claim individually and on behalf of the members of the proposed
24 California Subclass against Defendants.

25 120. Plaintiff and the California Subclass are “consumers,” as the term is defined by
26 California Civil Code § 1761(d).

27 121. Plaintiff, Class Members, and Defendants have engaged in “transactions” as that term
28 is defined by California Civil Code § 1761(e).

122. The conduct alleged in this Complaint constitutes unfair methods of competition and

1 unfair and deceptive acts and practices for the purpose of the CLRA, and the conduct was undertaken
2 by Defendants in transactions intended to result in, and which did result in, the sale of goods to
3 consumers.

4 123. As alleged more fully above, Defendants have violated the CLRA by falsely
5 representing to Plaintiff and the other Class Members that the Products are “organic” and “all
6 natural” when in fact the Products are not because they contain PFAS.

7 124. As a result of engaging in such conduct, Defendants have violated California Civil
8 Code § 1770(a)(5), (a)(7), and (a)(9).

9 125. Defendants’ “organic” and “all natural” marketing was likely to deceive, and did
10 deceive, Plaintiff and reasonable consumers. Defendants knew, or should have known, through the
11 exercise of reasonable care, that these statements were inaccurate and misleading.

12 126. Defendants’ misrepresentations were intended to induce reliance, and Plaintiff saw,
13 read, and reasonably relied on them when purchasing Products. Defendants’ misrepresentations were
14 a substantial factor in Plaintiff’s purchase decision.

15 127. In addition, class-wide reliance can be inferred because Defendants’
16 misrepresentations were material, i.e., a reasonable consumer would consider them important in
17 deciding whether to buy the Products.

18 128. Defendants’ misrepresentations were a substantial factor and proximate cause in
19 causing damages and losses to Plaintiff and the California Subclass.

20 129. Plaintiff and the California Subclass were injured as a direct and proximate result of
21 Defendants’ conduct because (1) they would not have purchased the Products if they had known that
22 the Products were not “organic” and “all natural”; and (2) they overpaid for the Products because the
23 Products are sold at a price premium due to Defendants’ misrepresentations.

24 130. Accordingly, Plaintiff, on behalf of herself and all other members of the California
25 Subclass, seeks to enjoin the unlawful acts and practices described herein.

26 131. On May 13, 2026, a CLRA demand letter was sent to Defendants via certified mail
27 with return receipt requested. This letter provided notice of Defendants’ violation of the CLRA, for
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1 Plaintiff and the class, and demanded that Defendants correct the unlawful, unfair, false and/or
2 deceptive practices alleged herein.

3 **COUNT II**
4 **Violation of California's False Advertising Law**
5 **Cal. Bus. & Prof. Code §§ 17500, *et seq.***
6 **(On Behalf of the California Subclass)**

7 132. Plaintiff incorporates by reference the allegations contained in all preceding
8 paragraphs of this complaint.

9 133. Plaintiff brings this claim individually and on behalf of the members of the proposed
10 California Subclass against Defendants.

11 134. Defendants' acts and practices, as described above, have deceived and are likely to
12 continue to deceive Class Members and the public. As described throughout this Complaint,
13 Defendants misrepresented the Products as "organic" and "all natural." By their actions, Defendants
14 disseminated uniform advertising regarding the Products to and across California and the United
15 States. The advertising was, by its very nature, unfair, deceptive, untrue, and misleading within the
16 meaning of Cal. Bus. & Prof. Code §§ 17500, *et seq.* Such advertisements were intended to – and
17 likely did – deceive the consuming public.

18 135. The above-described false, misleading, and deceptive advertising Defendants
19 disseminated in their "organic" and "all natural" marketing continues to have a likelihood to deceive
20 in that Defendants represented that the Products were "organic" and "all natural, when in fact the
21 Products are not because they contain PFAS.

22 136. In making and disseminating these statements, Defendants knew, or reasonably
23 should have known, that their advertisements were untrue and misleading in violation of California
24 law. Plaintiff and the California Subclass based their purchasing decision on Defendants' "organic"
25 and "all natural" marketing. Plaintiff and the California Subclass were injured in fact and lost money
26 as a result.

27 137. The misrepresentations by Defendants about the material facts described and detailed
28 herein constitute false and misleading advertising and, therefore, constitute a violation of Cal. Bus.
& Prof. Code §§ 17500, *et seq.*

1 138. As a result of Defendants’ wrongful conduct, Plaintiff and the Class Members lost
2 money in an amount to be proven at trial. Plaintiff and the Class Members are therefore entitled to
3 restitution as appropriate for this cause of action.

4 139. Plaintiff seeks all available relief under the FAL.

5 **COUNT III**
6 **Violation of California’s Unfair Competition Act**
7 **Cal. Bus. & Prof. Code § 17200, *et seq.***
8 **(On Behalf of the California Subclass)**

9 140. Plaintiff incorporates by reference the allegations contained in all preceding
10 paragraphs of this complaint.

11 141. Plaintiff brings this claim individually and on behalf of the members of the proposed
12 California Subclass against Defendants.

13 142. California Business and Professions Code § 17200 prohibits “any unlawful, unfair, or
14 fraudulent business act or practice.” For the reasons discussed above, Defendants have engaged
15 unlawful, unfair, and fraudulent business acts or practices in violation of California Business and
16 Professions Code § 17200.

17 143. Defendants have violated the UCL by engaging in unlawful business practices by
18 violating the CLRA, Cal. Civ. Code §§ 1770 (a)(5), (a)(7), and (a)(9), by violating California’s False
19 Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.*, by violating California’s Business and
20 Professional Code § 17580.5, and by violating the common law by, inter alia, making false
21 representations and warranties in their “organic” and “all natural” marketing concerning the Products
22 and retaining the unlawfully obtained benefit therefrom. Plaintiff reserves the right to allege
23 additional violations of law which constitute other unlawful business acts or practices.

24 144. Defendants have also violated the UCL’s prohibition on unfair business practices
25 because their conduct is substantially injurious to consumers, offends public policy, and is immoral,
26 unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits
27 attributable to such conduct.

28 145. There were reasonably available alternatives to further Defendants’ legitimate
business interest other than by engaging in the conduct described above.

1 146. Defendants have further violated the UCL’s prohibition on fraudulent business
2 practices by making knowingly, or that which Defendants reasonably should know, false and
3 misleading representations and warranties about their Products which were likely to deceive the
4 consuming public within the meaning of Bus. & Prof. Code § 17200.

5 147. Plaintiff and the California Subclass suffered a substantial injury by virtue of buying
6 Products they would not have purchased absent Defendants’ unlawful, unfair, and fraudulent
7 marketing and advertising about the capability of their Products.

8 148. There is no benefit to consumers or competition from Defendants’ marketing detailed
9 herein claiming that the Products were “organic” and “all natural” when they were not.

10 149. Plaintiff and the California Subclass had no way of reasonably knowing that the
11 Products they purchased was not marketed, packaged, or labeled accurately. Thus, they could not
12 have reasonably avoided the injury each of them suffered.

13 150. The gravity of the consequences of Defendants’ conduct as described outweighs any
14 justification, motive, or reason therefore, particularly considering the available legal alternatives
15 which exist in the marketplace. Such conduct is immoral, unethical, unscrupulous, offends
16 established public policy, or is substantially injurious to Plaintiff and the California Subclass.

17 151. Plaintiff seeks all available relief under the UCL.

18 **COUNT IV**
19 **Unjust Enrichment**
20 **(On Behalf of the California Subclass)**

21 152. Plaintiff incorporates by reference the allegations contained in all preceding
22 paragraphs of this complaint.

23 153. Plaintiff brings this claim individually and on behalf of the members of the proposed
24 California Subclass against Defendants.

25 154. To the extent required by law, Plaintiff alternatively styles this cause of action as a
26 quasi-contract claim seeking restitution.

27 155. Plaintiff and the California Subclass conferred benefits on Defendants by purchasing
28 the Products.

1 156. Defendants have been unjustly enriched in retaining the revenues derived from the
2 California Subclasses' purchases of the Products. Retention of those monies under these
3 circumstances is unjust and inequitable because Defendants warranted that the Products were
4 "organic" and "all natural", when in fact, they are not because they contain PFAS Defendants'
5 misrepresentations caused injuries to Plaintiff and the California Subclass because they would not
6 have purchased the Products if the true facts were known.

7 157. Because Defendants' retention of the non-gratuitous benefits conferred on it by
8 Plaintiff and the California Subclass is unjust and inequitable, Defendants must pay restitution to
9 Plaintiff and the California Subclass for their unjust enrichment, as ordered by the Court.

10 158. Plaintiff and the California Subclass have suffered an injury in fact and have lost
11 money as a result of Defendants' unjust conduct. They lack an adequate remedy at law with respect
12 to this claim and are entitled to non-restitutionary disgorgement of the financial profits that
13 Defendants obtained as a result of their unjust conduct.

14 **COUNT V**
15 **Fraud**
16 **(On Behalf of the Nationwide Class and California Subclass)**

17 159. Plaintiff incorporates by reference the allegations contained in all preceding
18 paragraphs of this complaint.

19 160. Plaintiff brings this claim individually and on behalf of the members of the proposed
20 Nationwide Class and California Subclass against Defendants.

21 161. As discussed above, Defendants provided Plaintiff and Class and Subclass members
22 with false or misleading material information about the Products in their marketing, including but
23 not limited to the fact that the Products were "organic" and "all natural."

24 162. These misrepresentations were made with knowledge of their falsehood.

25 163. The misrepresentations made by Defendants in their "organic" and "all natural"
26 marketing, upon which Plaintiff and Class and Subclass members reasonably and justifiably relied,
27 were intended to induce, and actually induced Plaintiff and Class and Subclass members to purchase
28 the Product.

1 164. The fraudulent actions of Defendants caused damage to Plaintiff and Class and
2 Subclass members, who are entitled to damages and other legal and equitable relief as a result.

3 **PRAYER FOR RELIEF**

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

- 6 a. For an order certifying the classes and naming Plaintiff as the representative of the
7 classes;
- 8 b. For an order declaring Defendants' conduct violates the statutes referenced herein;
- 9 c. For an order finding in favor of Plaintiff and the classes on all counts asserted herein;
- 10 d. For actual, compensatory, statutory, and/or punitive damages in amounts to be
11 determined by the Court and/or jury;
- 12 e. For prejudgment interest on all amounts awarded;
- 13 f. For an order of restitution and all other forms of equitable monetary relief;
- 14 g. For injunctive relief as pleaded or as the Court may deem proper; and
- 15 h. For an order awarding Plaintiff and the classes their reasonable attorney fees, expenses,
16 and costs of suit.

17 **JURY TRIAL DEMANDED**

18 Plaintiff demands a trial by jury on all claims so triable.

19 Dated: May 20, 2026

Respectfully submitted,

20 /s/ Brittany S. Scott

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CLRA Venue Declaration, Civil Code § 1780(c)

I, Brittany S. Scott, declare as follows:

1. I have personal knowledge of the facts stated herein and, if called upon to do so, could competently testify hereto.

2. I am the attorney for Plaintiff in the above-captioned action.

3. I submit this declaration in support of the Class Action Complaint, which is based in part on violations of the Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.*

4. The Class Action Complaint has been filed in the proper place for trial of this action.

5. It is my understanding that Defendants regularly transact business in this County, and the acts and omissions giving rise to this action occurred in large part in this County.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge. Executed on May 20, 2026 in Oakland, CA.

By: /s/ Brittany S. Scott
Brittany S. Scott

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Lawsuit Claims 'Organic' Black Kow Cow Manure Contains PFAS](#)
