

Naomi Spector (SBN 222573)
Email: nspector@kamberlaw.com
KAMBERLAW, LLP
3451 Via Montebello, Ste.192-212
Carlsbad, CA 92009
Phone: 310.400.1053
Fax: 212.202.6364

Counsel for Plaintiff Allison Barton,
and the Putative Class

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

CASE NO. '25CV1849 BAS KSC

**ALLISON BARTON, individually,
and on behalf of others similarly
situated,**

Plaintiff,

vs.

**ONLY WHAT YOU NEED, INC.,
Defendant.**

CLASS ACTION COMPLAINT FOR:

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

“DEMAND FOR JURY TRIAL”

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

I. INTRODUCTION

1. It is a longstanding principle of California consumer protection law that product labeling should be truthful and not misleading in order to facilitate informed purchasing decisions.

2. Defendant Only What You Need, Inc. d/b/a OWYN (“Defendant”) violates California consumer protection law in the labeling of its Chocolate flavor Plant Protein Powder (the “Products”) by representing that the Products are an “ELITE” protein powder containing “ONLY WHAT YOU NEED” and “NOTHING YOU DON’T” but failing to disclose that the Products contain lead.

3. On the front label of the Product, Defendant prominently states that the Products:

- are “PRO ELITE”;
- contain “ONLY WHAT YOU NEED”;
- “SUPPORTS digestive health”
- “SUPPORTS immune health”; and
- are a “high quality protein” (collectively, the “Front Label Representations”).

4. On the side label of the Products, Defendant reiterates that the Products contain “ONLY WHAT YOU NEED” and lists “100% Plant Protein Nutrition”, “Superfoods Greens Blend”, “:Essential Amino Acids”, “10 Vitamins & Minerals”, “2 Billion CFU Probiotics” and “Peas from North America”.

5. Also on the side label of the Products, under the statement “ONLY WHAT YOU NEED”, Defendant states “NOTHING YOU DON’T” and crosses out the following: “Dairy, Wheat/Gluten, Soy, Eggs, Peanuts, Nuts, Sesame, Fish, Shellfish, **Chemicals**, Fillers, Artificial Colors, Artificial Flavors, or Artificial Sweeteners” (the “Side Label Representations” and collectively with the Front Label Representations, the “Representations”) (emphasis added).

1 6. The label Representations are likely to lead reasonable consumers to
2 believe that the Products are an “elite” protein powder that is free from heavy metals,
3 including lead.

4 7. The label Representations are misleading based on the lead contained in the
5 Products, which is not disclosed anywhere on the labels.

6 8. According to independent scientific testing commissioned by Plaintiff’s
7 counsel, Defendant’s Products contain .5976 mcg of lead per serving, which exceeds the
8 California Proposition 65 Maximum Allowable Dose Level (“MADL”) for reproductive
9 toxicity of 0.5 micrograms of lead per day.¹

10 9. Separate and apart from Proposition 65, as acknowledged by the World
11 Health Organization, “[t]here is no level of exposure to lead that is known to be without
12 harmful effects.”²

13 10. Consumers, including Plaintiff, pay a price premium to purchase
14 Defendant’s Product because they believe the Products offer an “elite” source of protein.

15 11. Consumers, including Plaintiff, do not want to purchase and/or do not want
16 to pay a premium to purchase Defendant’s Products if they contain lead, particularly at
17 the amounts set forth herein.

18 12. There are other plant-based protein powders available to consumers that do
19 not contain lead.

20
21
22 ¹ This action is not brought pursuant to Proposition 65 but is brought pursuant to
23 California’s consumer protection laws based on consumer deception due to the
24 mislabeling of the Products. Proposition 65, however, establishes the specific levels of
25 exposure set forth by the California legislature at which “businesses [are required] to
26 provide warnings to Californians about significant exposures to chemicals that cause
27 cancer, birth defects or other reproductive harm.” <https://oehha.ca.gov/proposition-65/about-proposition-65#:~:text=What%20is%20Proposition%2065?,into%20sources%20of%20drinking%20water>.

28 ² <https://www.who.int/news-room/fact-sheets/detail/lead-poisoning-and-health>

1 13. Importantly, still other plant-based protein powders contain a warning label
2 disclosing that the Products can expose consumers to chemicals, including lead.

3 14. By making the Representations and failing to disclose that the Products
4 contain lead, Defendant deprives consumers of the opportunity to make an informed
5 purchasing decision.

6 15. Defendant makes the label Representations in order to drive its own profits
7 and to the detriment of Plaintiff and Class members who would not have purchased the
8 Products, or would not have purchased them on the same terms, if they knew the truth.

9 **II. JURISDICTION AND VENUE**

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

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

19 18. Venue is proper in this District pursuant to 28 U.S.C. §1391(b) because
20 Defendant engages in continuous and systematic business activities within the State of
21 California. Moreover, a substantial part of the events and conduct giving rise to the
22 claims alleged herein occurred in this district. *See also* Declaration of Allison Barton
23 Regarding Venue Pursuant to Cal. Civ. Code § 1780(d), attached as Exh. A.

24 **III. FACTUAL ALLEGATIONS**

25 **A. The Lead in the Products is Material to Consumers**

26 19. According to a report conducted by Allied Market Research, "health-
27 conscious consumers are mainly responsible for driving demand for all plant-based
28

1 protein, including meat substitutes and protein powder.”³

2 20. “The growth of plant-based protein powder follows a more general increase
3 in demand for plant-based food. In 2021 plant-based food dollar sales in the US grew by
4 6%, three times faster than overall food sales. Ethical, environmental and health reasons
5 drive this shift.”⁴

6 21. Consumers of Defendant’s Products, like Plaintiff, believe they are
7 purchasing a premium, healthy protein supplement.

8 22. Consumers of Defendant’s Products, like Plaintiff, do not want to purchase
9 a plant-based protein powder containing lead and/or do not want to pay a price premium
10 for a protein powder containing lead.

11 23. Lead affects almost every organ and system in the body and accumulates in
12 the body over time, leading to severe health risks and toxicity, including inhibiting
13 neurological function, anemia, kidney damage, seizures, and in extreme cases, coma and
14 death.⁵

15 24. According to the World Health Organization, “[t]here is no level of
16 exposure to lead that is known to be without harmful effects.”⁶

17 25. Lead poisoning “occurs mainly by ingestion of food or water contaminated
18 with lead.”⁷

19 26. “Lead is thought to be quickly absorbed in the blood stream and is believed
20 to have adverse effects on certain organ systems like the central nervous system, the
21 cardiovascular system, kidneys, and the **immune system** (Bergeson, 2008).”⁸ (emphasis

22 ³ [https://plantbasedworldpulse.com/health-conscious-consumers-and-significant-
23 innovation-fuels-vegan-protein-powder-sales/](https://plantbasedworldpulse.com/health-conscious-consumers-and-significant-innovation-fuels-vegan-protein-powder-sales/)

24 ⁴ *Id.*

25 ⁵ Wani AL, et al., Lead toxicity: a review, INTERDISCIP TOXICOL. (June 2015),
26 available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4961898>.

27 ⁶ <https://www.who.int/news-room/fact-sheets/detail/lead-poisoning-and-health>

28 ⁷ *Id.*

⁸ *Id.*

1 added).

2 **B. Scientific Testing Demonstrates that Defendant's Products Contain a**
 3 **Substantial Amount of Lead**

4 27. Plaintiff's counsel commissioned scientific testing of Defendant's Products
 5 by an independent laboratory, which holds numerous accreditations, including ISO/IEC
 6 17025:2017 and the FDA Laboratory Accreditation for Analysis of Foods (LAAF).

7 28. In January of 2025, the laboratory conducted testing of Defendant's
 8 Products.

9 29. The testing was conducted using Inductively Coupled Plasma – Mass
 10 Spectrometry ("ICP-MS").

11 30. ICP-MS is used to test for the presence of heavy metals, and quantify the
 12 amount.

13 31. ICP-MS is recognized for its high precision and sensitivity in measuring
 14 heavy metals, including lead.

15 32. ICP-MS is the approved methodology used by the FDA to test for the
 16 presence of heavy metals in food.⁹

17 33. The results of the scientific testing demonstrate that the Products
 18 contain .5976 mg of lead per serving.

19 34. The amount of lead in a single serving of the Products exposes consumers
 20 to lead in excess of the MADL.

21 35. The ingredients in the Products are and were the same during the Class
 22 Period.

23
 24
 25
 26 ⁹ See e.g. [https://www.fda.gov/food/environmental-contaminants-food/lead-food-and-foodwares#:~:text=In%20addition%2C%20the%20FDA%20has,parts%20per%20billi on%20\(ppb\)](https://www.fda.gov/food/environmental-contaminants-food/lead-food-and-foodwares#:~:text=In%20addition%2C%20the%20FDA%20has,parts%20per%20billi on%20(ppb) (linking to an Elemental Analysis Manual for Inductively Coupled Plasma-Mass Spectrometric Determination).) (linking to an Elemental Analysis Manual for Inductively Coupled
 27 Plasma-Mass Spectrometric Determination).
 28

C. Reasonable Consumers Are Likely to Be Misled by Defendant's Label Representations

36. The following are examples of the label images of the Products:



1 37. As depicted above, the Products contain the following prominent, uniform
2 Representations:

3 38. The Front Label Representations:

- 4 • “PRO ELITE”;
- 5 • “ONLY WHAT YOU NEED”;
- 6 • “BENEFITS”: “SUPPORTS digestive health”; “SUPPORTS immune
7 health”; and “high quality protein”;

8 39. The Side Label Representations:

- 9 • “ONLY WHAT YOU NEED”: “100% Plant Protein Nutrition”,
10 “Superfoods Greens Blend”, Essential Amino Acids”, “10 Vitamins &
11 Minerals”, “2 Billion CFU Probiotics”, and “Peas from North America”.
- 12 • “NOTHING YOU DON’T” and crosses out the following: “Dairy,
13 Wheat/Gluten, Soy, Eggs, Peanuts, Nuts, Sesame, Fish, Shellfish,
14 Chemicals, Fillers, Artificial Colors, Artificial Flavors, or Artificial
15 Sweeteners” (the “Side Label Representations” and collectively with the
16 Front Label Representations, the “Representations”).

17 40. The label Representations are likely to lead reasonable consumers to
18 believe that the Products are an “elite” protein powder that is free from heavy metals,
19 including lead.

20 41. The Representations are misleading based on the lead contained in the
21 Products, which Defendant fails to disclose.

22 42. The Representations are voluntary advertising statements.

23 43. The Representations are not governed or required by any government or
24 FDA regulation or requirement.

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

27 45. Defendant intentionally makes the label Representations but fails to
28 disclose the lead in the Products.

1 46. The disclosure of lead in the Products would negatively impact Defendant's
2 sales of the Products and its bottom line.

3 47. If consumers knew that the Products contain lead, particularly in the
4 amounts set forth herein, they would not purchase the Products or would purchase them
5 on different terms.

6 48. There are other plant-based protein powders besides Defendant's Products
7 available on the market.

8 49. Consumers, however, are deprived of making the informed choice between
9 the Products, which contain lead, and other protein powders, which do not.

10 50. Plaintiff and reasonable consumers suffered economic injury based on the
11 purchase price of the Products.

12 51. If Plaintiff had known the truth about Defendant's Products, she would not
13 have purchased the Products or would have purchased them on different terms.

14 52. Plaintiff and Class members were harmed based on money spent to
15 purchase the Products, which they would not have purchased—or would have paid less
16 for—if they had known that the Products contain lead.

17 **IV. PARTIES**

18 53. Plaintiff Allison Barton is a citizen of California who purchased the
19 Products in this judicial district during the class period. Plaintiff's claim is typical of all
20 Class members in this regard.

21 54. The advertising and labeling on the package of the Products purchased by
22 Plaintiff, including the Representations, is typical of the advertising, labeling and
23 representation of the Products purchased by members of the Class.

24 55. The price paid by Plaintiff for the Products is typical of the price paid by
25 members of the Class.

26 56. Plaintiff relied on Defendant's Representations, as described below.

27 57. Defendant Only What You Need, Inc. is a Delaware corporation with its
28 principal place of business in New York, New York.

1 58. Defendant and its agents manufacture, market, distribute, label, promote,
2 advertise and sell the Products.

3 59. At all times material hereto, Defendant was conducting business in the
4 United States, including in California, through its services as a manufacturer and supplier
5 to various stores in California and by, among other things, maintaining agents for the
6 customary transaction of business in California.

7 60. Defendant and its agents promoted, marketed and sold the Products at issue
8 in this jurisdiction and in this judicial district.

9 61. The deceptive acts giving rise to Plaintiff's claims occurred in this
10 jurisdiction and in this judicial district.

11 62. The unfair, unlawful, deceptive, and misleading advertising and labeling of
12 the Products was prepared and/or approved by Defendant and/or its agents, and was
13 disseminated by Defendant and its agents through labeling and advertising containing
14 the misrepresentations alleged herein.

15 **A. Plaintiff Was Misled and Injured by Defendant's Misconduct**

16 63. Plaintiff purchased the Product, Net Weight 1.32 LBS, between February
17 and April of 2024.

18 64. Plaintiff purchased the Products from a Sprouts Farmers Market store
19 located in this judicial district.

20 65. To the best of her recollection, Plaintiff paid approximately \$35.00 for the
21 Product.

22 66. Plaintiff purchased the Product for personal use.

23 67. At the time of purchase, Plaintiff viewed the label images on the Product,
24 including the Representations.

25 68. At the time of purchase, Plaintiff did not know, and had no reason to know,
26 that the Products contain lead.

27 69. Acting reasonably under the circumstances, Plaintiff relied on the
28 Representations and believed that she was purchasing an "ELITE" protein powder that

1 contained “ONLY WHAT [she] NEED[S]”, and “NOTHING [she] DO[ESN’T]”,
2 including the reasonable belief that the Products do not contain lead.

3 70. Unbeknownst to Plaintiff at the time of purchase, the Products contain lead.

4 71. Defendant failed to disclose that the Products contain lead.

5 72. Had Plaintiff known at the time of purchase that the Products contain lead,
6 Plaintiff would not have purchased the Products or would have purchased them on
7 different terms.

8 73. Defendant continues to sell the misbranded Products.

9 74. Plaintiff would like to purchase the Products in the future if the Products
10 did not contain lead.

11 75. Plaintiff continues to suffer harm because she is not able to rely on the
12 labeling and advertising of the Products for their truth, and thus is unable to determine
13 whether she can purchase the Products in the future.

14 76. Unless Defendant is enjoined from failing to misrepresent the Products in
15 the future, Plaintiff and consumers will not be able to reasonably determine whether the
16 mislabeling of the Products has been addressed and remedied.

17 77. Accordingly, Plaintiff’s legal remedies are inadequate to prevent future
18 injuries.

19 **V. CLASS DEFINITION AND CLASS ALLEGATIONS**

20 78. Plaintiff brings this action as a class action pursuant to Federal Rules of
21 Civil Procedure 23(b)(2) and 23(b)(3) on behalf of herself, on behalf of all others
22 similarly situated, and as a member of the Class defined as follows:

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

26 79. Excluded from the Class are: (i) Defendant, its assigns, successors, and
27 legal representatives; (ii) any entities in which Defendant has a controlling interest;
28 (iii) federal, state, and/or local governments, including, but not limited to, their

1 departments, agencies, divisions, bureaus, boards, sections, groups, counsels, and/or
2 subdivisions; (iv) all persons presently in bankruptcy proceedings or who obtained a
3 bankruptcy discharge in the last three years; and (v) any judicial officer presiding over
4 this matter and their staff, and persons within the third degree of consanguinity to such
5 judicial officer.

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

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

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

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

- 19 • Whether Defendant's Representations are likely to mislead reasonable
20 consumers;
- 21 • Whether Defendant engaged in unlawful, unfair or deceptive business
22 practices by advertising, labeling and selling the Products;
- 23 • Whether Defendant violated (i) California Bus. & Prof. Code § 17200,
24 *et seq.*; (ii) Cal. Bus. & Prof. Code § 17500, *et seq.*; and/or (iii) the
25 Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*;
- 26 • Whether Defendant committed a breach of express warranty;
- 27 • Whether Plaintiff and the Class have sustained damage as a result of
28 Defendant's unlawful conduct;

- Whether Defendant was unjustly enriched; and
- The proper measure of damages sustained by Plaintiff and the Class.

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

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

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

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

1 the wrongs Defendant committed against them, and absent members
2 have no substantial interest in individually controlling the
3 prosecution of individual actions;

4 d. When the liability of Defendant has been adjudicated, claims of all
5 members of the Class can be administered efficiently and/or
6 determined uniformly by the Court; and

7 e. This action presents no difficulty that would impede its
8 management by the Court as a class action, which is the best
9 available means by which Plaintiff and members of the Class can
10 seek redress for the harm caused to them by Defendant.

11 87. Because Plaintiff seeks relief for all members of the Class, the prosecution
12 of separate actions by individual members would create a risk of inconsistent or varying
13 adjudications with respect to individual members of the Class, which would establish
14 incompatible standards of conduct for Defendant.

15 88. The prerequisites to maintaining a class action pursuant to Fed. R. Civ. P.
16 23(b)(3) are met as questions of law or fact common to Class members predominate over
17 any questions affecting only individual members, and a class action is superior to other
18 available methods for fairly and efficiently adjudicating the controversy.

19 89. Plaintiff and Plaintiff's counsel are unaware of any difficulties that are
20 likely to be encountered in the management of this action that would preclude its
21 maintenance as a class action.

22 **CAUSES OF ACTION**

23 **FIRST CAUSE OF ACTION**

24 **Unfair and Unlawful Business Acts and Practices** 25 **(Business and Professions Code § 17200, *et seq.*)** 26 **(*for Plaintiff and the Class*)**

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

1 91. Defendant's conduct constitutes an unfair business act and practice
2 pursuant to California Business & Professions Code §§ 17200, *et seq.* (the "UCL"). The
3 UCL provides, in pertinent part: "Unfair competition shall mean and include unlawful,
4 unfair or fraudulent business practices and unfair, deceptive, untrue or misleading
5 advertising"

6 92. Plaintiff brings this claim seeking restitution or disgorgement of the
7 amounts Defendant acquired through the unfair, unlawful, and fraudulent business
8 practices, as described herein; and injunctive relief to stop Defendant's misconduct, as
9 described herein.

10 93. Defendant's knowing conduct, as alleged herein, constitutes a "fraudulent"
11 and/or "unfair" business practice, as set forth in California Business & Professions Code
12 §§ 17200-17208.

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

14 94. Defendant's conduct constitutes a fraudulent business practice because
15 consumers are likely to be deceived by Defendant's Representations.

16 95. Defendant was and is aware that its Representations are material to
17 consumers.

18 96. Defendant was and is aware that its Representations are misleading, as
19 described herein.

20 97. Defendant had an improper motive—to derive financial gain at the expense
21 of accuracy or truthfulness—in its practices related to the labeling and advertising of the
22 Products.

23 98. There were reasonable alternatives available to Defendant to further
24 Defendant's legitimate business interests, other than the conduct described herein.

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

26 99. Defendant's conduct violates both the "Immoral Test" and the "Balancing
27 Test" under California law, which are used to analyze whether conduct is "unfair".
28

1 100. Defendant's conduct violates the Immoral Test because Defendant
2 intentionally makes the Representations to increase sales of the Products.

3 101. Defendant was and is aware that its Representations are misleading.

4 102. Defendant's conduct is substantially injurious because consumers purchase
5 the misrepresented Products in reliance on Defendant's Representations.

6 103. Defendant's conduct is also substantially injurious because, by making the
7 misleading Representations, Defendant prevents consumers from making accurate value
8 comparisons between Defendant's Products and competitor products.

9 104. Defendant's conduct also violates the "Balancing Test" because the utility
10 of Defendant's conduct in labeling the Products with the Representations is outweighed
11 by the harm to consumers.

12 105. As set forth herein, the Representations are optional, voluntary advertising
13 statements.

14 106. Defendant makes the Representations to increase sales of the Products and
15 to the detriment of consumers, who are misled and deceived.

16 107. Consumers are directly harmed by Defendant's conduct in that they would
17 not have purchased the Products, or would have paid less for the Products, if they had
18 known the truth.

19 108. Defendant's conduct is also substantially injurious because it prevents
20 consumers from making informed purchasing decisions.

21 109. In addition, Defendant's conduct is injurious to competition because
22 Defendant's misrepresentation of its Products prevents consumers from making an
23 informed choice between its Products and other similar products, which are not
24 misrepresented.

25 110. Defendant had an improper motive—to derive financial gain at the expense
26 of accuracy or truthfulness—in its practices related to the labeling and advertising of the
27 Products.
28

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

112. Plaintiff and members of the Class could not have reasonably avoided injury. Defendant's uniform Representations regarding the Products were likely to deceive, and Defendant knew or should have known that its Representations were misleading.

113. Plaintiff purchased the Products with the reasonable belief that the Representations were true, and without knowledge that the Products in fact contain lead.

Defendant's Conduct Constitutes an Unlawful Business Act

114. Defendant's misrepresentation of material facts, as set forth herein, also constitute an "unlawful" practice because they violate California Civil Code §§ 1572, 1573, 1709, 1710, 1711, and 1770 and the laws and regulations cited herein, as well as the common law.¹⁰

115. Defendant's conduct in making the Representations, in the absence of any lead disclosure, constitutes a knowing failure to adopt policies in accordance with and/or adherence to applicable laws, all of which are binding upon and burdensome to its competitors.

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

¹⁰ The California Civil Code Sections prohibit the following conduct: (i) § 1572: actual fraud, including by suggestion of an untrue fact or suppression of that which is true; (ii) § 1573: constructive fraud, including by breach of duty "by misleading another to his prejudice" and in any act or omission that the law declares to be fraudulent; (iii) §§ 1709-1711: willfully deceiving another or a particular class of persons "with intent to induce him to alter his position to his injury or risk", including by suggestion of a fact that is not true or suppression of a fact by one who is bound to disclose it, or by giving information "of other facts which are likely to mislead for want of communication of that fact"; (iv) § 1770: listing proscribed practices, including unfair methods of competition and unfair or deceptive acts and practices, as described herein.

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

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

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

15 ***No Adequate Remedy at Law***

16 120. Plaintiff's legal remedy is inadequate.

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

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

21 123. Disgorgement is based on Defendant's gain, rather than Plaintiff's loss.

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

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

27 126. In addition, the reach of equitable relief may extend beyond that of legal
28 damages. While legal damages under the CLRA are limited by statute (*e.g.*, to persons

1 who purchase for personal, family or household purposes) equitable relief under the
2 UCL is not statutorily limited.

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

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

9 **SECOND CAUSE OF ACTION**
10 **Deceptive Advertising Practices**
11 **(California Business & Professions Code §§ 17500, *et seq.*)**
12 **(for Plaintiff and the Class)**

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

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

17 131. Defendant violated § 17500 by making the Representations; and by
18 representing that the Products possess characteristics and value that they do not have.

19 132. Defendant's deceptive practices were designed to induce reasonable
20 consumers like Plaintiff to purchase the Products.

21 133. Defendant's uniform Representations were likely to deceive, and
22 Defendant knew or should have known that they were misleading.

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

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

1 as Plaintiff and Class members.

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

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

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

12 ***No Adequate Remedy at Law***

13 139. Plaintiff's legal remedy is inadequate.

14 140. Disgorgement serves to make illegal conduct unprofitable. Thus,
15 disgorgement uniquely serves as a deterrent for future, unlawful conduct by Defendant.

16 141. In addition, Plaintiff's request for equitable relief goes beyond Plaintiff's
17 request for legal damages.

18 142. Disgorgement is based on Defendant's gain, rather than Plaintiff's loss.

19 143. Accordingly, as a measure of Defendant's unjust enrichment or ill-gotten
20 gains, disgorgement permits recovery of interest.

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

24 145. In addition, the reach of equitable relief may extend beyond that of legal
25 damages. While legal damages under the CLRA are limited by statute (*e.g.*, to persons
26 who purchase for personal, family or household purposes) equitable relief under the FAL
27 is not statutorily limited.
28

1 146. As a direct and proximate result of Defendant's unlawful conduct in
2 violation of § 17500, Plaintiff and members of the Class request an Order pursuant to §
3 17535 enjoining such future wrongful conduct on the part of Defendant.

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

7 **THIRD CAUSE OF ACTION**
8 **Consumer Legal Remedies Act**
9 **(Cal. Civ. Code § 1750, *et seq.*)**
10 **(for Plaintiff and the Class)**

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

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

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

18 151. The Products are "goods," as defined by the CLRA in California Civil Code
19 §1761(a).

20 152. Defendant is a "person," as defined by the CLRA in California Civil Code
21 §1761(c).

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

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

26 155. Defendant violated Section 1770(a)(5) by representing that the Products
27 have "characteristics, . . . uses [or] benefits . . . which [they] do not have" by making the
28 Representations, as described herein.

1 156. Defendant also violated section 1770(a)(7) by representing that the
2 Products “are of a particular standard, quality, or grade . . . if they are of another” by
3 making the Representations.

4 157. In addition, Defendant violated section 1770(a)(9) by advertising the
5 Products “with intent not to sell them as advertised” in that the Products are
6 misrepresented and misbranded.

7 158. Defendant’s uniform Representations regarding the Products were likely to
8 deceive, and Defendant knew or should have known that its Representations were
9 deceptive and/or misleading.

10 159. Plaintiff and members of the Class relied on Defendant’s unlawful conduct
11 and could not have reasonably avoided injury.

12 160. Plaintiff and members of the Class were unaware of the existence of facts
13 that Defendant suppressed and failed to disclose, including that the Products contain
14 lead.

15 161. Plaintiff and members of the Class would not have purchased the Products,
16 or would have purchased them on different terms, had they known the truth about the
17 lead in the Products.

18 162. Plaintiff and members of the Class have been directly and proximately
19 injured by Defendant’s conduct.

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

22 164. Moreover, Defendant’s conduct is malicious, fraudulent, and/or wanton in
23 that Defendant intentionally misled and withheld material information from consumers,
24 including to increase the sale of the Products.

25 165. Pursuant to California Civil Code § 1782(a), on February 20, 2025, Plaintiff
26 on her own behalf, and on behalf of members of the Class, provided notice to Defendant
27 of the alleged violations of the Consumer Legal Remedies Act by notice letter setting
28 forth Plaintiff’s claims.

1 166. Despite giving Defendant more than 30-days from the date of the
2 notification letter and original Class Action Complaint to provide appropriate relief for
3 violations of the CLRA, Defendant has failed to provide any such relief. As such,
4 Plaintiff seeks compensatory, monetary and punitive damages, and requests that this
5 Court enter such Orders or judgments as may be necessary to restore to any person in
6 interest any money which may have been acquired by means of such unfair business
7 practices, and for such other relief as is provided in California Civil Code § 1780 and in
8 the Prayer for Relief.

9 167. As a direct and proximate result of Defendant's unlawful conduct in
10 violation of the CLRA, Plaintiff and members of the Class request an Order pursuant to
11 § 1780 enjoining such future wrongful conduct on the part of Defendant.

12 **FOURTH CAUSE OF ACTION**
13 **Breach of Express Warranty**
14 ***(for Plaintiff and the Class)***

15 168. Plaintiff re-alleges and incorporates by reference the allegations contained
16 in the preceding paragraphs of this Complaint, as though fully set forth herein.

17 169. By advertising and selling the Products at issue, Defendant made promises
18 and affirmations of fact on the Products' packaging and labeling, as described herein.

19 170. This labeling and advertising constitute express warranties and became part
20 of the basis of the bargain between Plaintiff and members of the Class, and Defendant.

21 171. Defendant, through its advertising and labeling, created express warranties
22 that the Products:

- 23 • are "PRO ELITE";
- 24 • have "ONLY WHAT YOU NEED" and NOTHING YOU DON'T";
- 25 • do not have "Chemicals"; and
- 26 • "SUPPORTS immune health".

27 172. The express warranties appear on all labels of the Products and specifically
28 relate to the goods being sold.

1 173. Despite Defendant's express warranties about the nature of the Products,
2 the Products do not comport with the Representations. Thus, the Products were and are
3 not what Defendant represented them to be.

4 174. The Products are not "PRO ELITE" because a pro elite protein powder
5 should not contain heavy metal contamination.

6 175. The Products do not in fact provide "ONLY WHAT YOU NEED" and
7 "NOTHING YOU DON'T" because the products contain lead.

8 176. The Products are not free of "Chemicals" because they contain lead.

9 177. The Products do not "support[] immune health" due to the lead contained
10 in the Products, which is determinantal to immune health.

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

14 179. Plaintiff's counsel provided Defendant with pre-suit notice of the breach of
15 warranty, including by the February 20, 2025 notice letter.

16 180. Plaintiff and members of the Class purchased the Products.

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

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

24 **FIFTH CAUSE OF ACTION**
25 **QUASI-CONTRACT**
26 **(for Plaintiff and the Class)**

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

1 184. By purchasing the Products, Plaintiff and members of the Class conferred
2 a benefit on Defendant in the form of the purchase price of the Products.

3 185. Defendant had knowledge of such benefits.

4 186. Defendant appreciated the benefit because, were consumers not to purchase
5 the Products, Defendant would not generate revenue from the sales of the Products.

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

9 188. Equity cannot in good conscience permit Defendant to be economically
10 enriched for such actions at the expense of Plaintiff and members of the Class, and
11 therefore restitution and/or disgorgement of such economic enrichment is required.

12 **PRAYER**

13 WHEREFORE, Plaintiff, individually and on behalf of all others similarly
14 situated, prays for judgment against Defendant as follows:

15 A. For an order certifying the Class under Rule 23 of the Federal Rules of Civil
16 Procedure; naming Plaintiff as representative of the Class; and naming Plaintiff's
17 attorneys as Class Counsel to represent the Class;

18 B. For an order declaring that Defendant's conduct violates the statutes and
19 laws referenced herein;

20 C. For an order awarding, as appropriate, compensatory and monetary
21 damages to Plaintiff and the Class;

22 D. For an order awarding injunctive relief;

23 E. For an order awarding restitution/disgorgement, as appropriate;

24 F. For an order awarding attorneys' fees and costs;

25 G. For an order awarding pre-and post-judgment interest; and

26 H. For such other and further relief as the Court deems just and proper.

27 **JURY DEMAND**

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

1 Dated: July 18, 2025

Respectfully submitted,

2 KAMBERLAW, LLP

3
4 By: s/ Naomi B. Spector
NAOMI B. SPECTOR

5 3451 Via Montebello, Ste.192-212

6 Carlsbad, CA 92009

7 Phone: 310.400.1053

8 Fax: 212.202.6364

9 Email: nspector@kamberlaw.com

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

ALLISON BARTON, individually, and and on behalf of others similarly situated

(b) County of Residence of First Listed Plaintiff

San Diego County

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

KamberLaw LLP, 3451 Via Montebello, Suite 192-212, Carlsbad, CA 92009, (310) 400-1053

DEFENDANTS

ONLY WHAT YOU NEED, INC.

County of Residence of First Listed Defendant

Kings County

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'25CV1849 BAS KSC

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff

☐ 2 U.S. Government Defendant

☐ 3 Federal Question (U.S. Government Not a Party)

☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

PTF

DEF

Citizen of This State
☒ 1

PTF

DEF

Incorporated or Principal Place of Business In This State
☐ 4

PTF

DEF

Citizen of Another State
☐ 2

PTF

DEF

Incorporated and Principal Place of Business In Another State
☐ 5

PTF

DEF

Citizen or Subject of a Foreign Country
☐ 3

PTF

DEF

Foreign Nation
☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT

☐ 110 Insurance
☐ 120 Marine
☐ 130 Miller Act
☐ 140 Negotiable Instrument
☐ 150 Recovery of Overpayment & Enforcement of Judgment
☐ 151 Medicare Act
☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
☐ 153 Recovery of Overpayment of Veteran's Benefits
☐ 160 Stockholders' Suits
☐ 190 Other Contract
☐ 195 Contract Product Liability
☐ 196 Franchise

TORTS

PERSONAL INJURY

☐ 310 Airplane
☐ 315 Airplane Product Liability
☐ 320 Assault, Libel & Slander
☐ 330 Federal Employers' Liability
☐ 340 Marine
☐ 345 Marine Product Liability
☐ 350 Motor Vehicle
☐ 355 Motor Vehicle Product Liability
☐ 360 Other Personal Injury
☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY

☐ 365 Personal Injury - Product Liability
☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability
☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY

☒ 370 Other Fraud
☐ 371 Truth in Lending
☐ 380 Other Personal Property Damage
☐ 385 Property Damage Product Liability

FORFEITURE/PENALTY

☐ 625 Drug Related Seizure of Property 21 USC 881
☐ 690 Other

LABOR

☐ 710 Fair Labor Standards Act
☐ 720 Labor/Management Relations
☐ 740 Railway Labor Act
☐ 751 Family and Medical Leave Act
☐ 790 Other Labor Litigation
☐ 791 Employee Retirement Income Security Act

IMMIGRATION

☐ 462 Naturalization Application
☐ 465 Other Immigration Actions

BANKRUPTCY

☐ 422 Appeal 28 USC 158
☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS

☐ 820 Copyrights
☐ 830 Patent
☐ 835 Patent - Abbreviated New Drug Application
☐ 840 Trademark
☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY

☐ 861 HIA (1395ff)
☐ 862 Black Lung (923)
☐ 863 DIWC/DIWW (405(g))
☐ 864 SSID Title XVI
☐ 865 RSI (405(g))

FEDERAL TAX SUITS

☐ 870 Taxes (U.S. Plaintiff or Defendant)
☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES

☐ 375 False Claims Act
☐ 376 Qui Tam (31 USC 3729(a))
☐ 400 State Reapportionment
☐ 410 Antitrust
☐ 430 Banks and Banking
☐ 450 Commerce
☐ 460 Deportation
☐ 470 Racketeer Influenced and Corrupt Organizations
☐ 480 Consumer Credit (15 USC 1681 or 1692)
☐ 485 Telephone Consumer Protection Act
☐ 490 Cable/Sat TV
☐ 850 Securities/Commodities/Exchange
☐ 890 Other Statutory Actions
☐ 891 Agricultural Acts
☐ 893 Environmental Matters
☐ 895 Freedom of Information Act
☐ 896 Arbitration
☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
☐ 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. § 1332

Brief description of cause:

Violation of CA Statutes §§ 17200, et seq.; §§ 17500, et seq.; and § 1750, et seq.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

\$5,000,000

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

July 18, 2025

SIGNATURE OF ATTORNEY OF RECORD

/s/ Naomi B. Spector

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

EXHIBIT A

1 Naomi Spector (SBN 222573)
2 Email: nspector@kamberlaw.com
3 **KAMBERLAW, LLP**
4 3451 Via Montebello, Ste.192-212
5 Carlsbad CA 92009
6 Phone: 310.400.1053
7 Fax: 212.202.6364

8
9
10 Counsel for Plaintiff Allison Barton, and the
11 putative Class
12
13

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

ALLISON BARTON, individually,
and on behalf of others similarly
situated,

Plaintiff,

vs.

ONLY WHAT YOU NEED, INC.,
Defendant.

Case No.:

**DECLARATION OF PLAINTIFF
ALLISON BARTON IN SUPPORT
OF COMPLAINT AND
REGARDING VENUE PURSUANT
TO CAL. CIVIL CODE § 1780(d)**

1 I, Allison Barton, hereby declare:

2 1. I am a named-plaintiff and a prospective class member in the above-entitled
3 action.

4 2. I am an adult, over 18 years old. I have personal knowledge of the facts stated
5 herein and could competently testify thereto if called upon to do so.

6 3. I am currently a resident of San Diego, California and a citizen of California.

7 4. The Complaint filed in this matter contains causes of action for violations of: (1)
8 Unfair and Unlawful Business Acts and Practices, Cal. Business & Professions Code
9 §§ 17200 *et seq.* (the “UCL”); (2) Deceptive Advertising Practices, Cal. Business &
10 Professions Code §§ 17500 *et seq.* (the “FAL”); (3) California’s Consumer Legal
11 Remedies Act, Cal. Civil Code §§ 1750 *et seq.* (the “CLRA”); (4) Breach of Express
12 Warranty; and (5) Quasi-Contract. These causes of action arise out of Defendant Only
13 What You Need, Inc.’s deceptive, unfair, and false merchandising practices with
14 respect to its Chocolate Plant Protein powder (collectively the “Products”).

15 5. California Civil Code § 1780(d) provides that a plaintiff seeking to bring a claim
16 under Section 1780(a) of the California Consumer Legal Remedies Act may
17 commence that action “in the county in which the person against whom it is brought
18 resides, has his or her principal place of business, or is doing business, or in the county
19 where the transaction or any substantial portion thereof occurred.”

20 6. I purchased the Product at issue in San Diego, California.

21 7. Accordingly, the Complaint filed in the above-entitled action is filed in the
22 proper venue pursuant to Civil Code § 1780(d).

23 8. I purchased the Product, Net. Weight 1.32 LBS, between February and April of
24 2024.

25 9. I purchased the Product from a Sprouts Farmers Market store located in San
26 Diego.

27 10. To the best of my recollection, I paid approximately \$35.00 for the Product.

28 11. At the time of purchase, I viewed the label statements on the Product (the

1 “Representations”).

2 12. I relied on the Representations in purchasing the Product.

3 13. At the time I purchased the Product I did not know that the Products contain
4 lead.

5 14. If I had known that the Products contain lead, I would not have purchased the
6 Product.

7 15. I would like to purchase the Products in the future if they do not contain lead.

8 16. I am concerned, however, that I will not know if the Products continue to
9 contain lead because Defendant failed to disclose the presence of lead in the Products
10 in the first place.

11 17. I declare under the penalty of perjury under laws of the State of California that
12 the foregoing is true and correct to the best of my knowledge.

13
14 Executed on Jul 18, 2025, in San Diego, California.

15
16 
17 box SIGN 4QYQRPL2-4ZZ8WLXK

18 ALLISON BARTON
19
20
21
22
23
24
25
26
27
28