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*Attorneys for Plaintiff*

7  
8 **IN THE UNITED STATES DISTRICT COURT**  
9 **FOR THE WESTERN DISTRICT OF WASHINGTON**

10 STEVEN A. CABRERA, individually and  
11 on behalf of those similarly situated,

*Plaintiff,*

12 v.

13 MARTIN & PLEASANCE NORTH  
14 AMERICA, INC., *a Washington*  
15 *corporation,*

*Defendant.*

No. 2:26-cv-991

**CLASS ACTION COMPLAINT  
UNDER THE WASHINGTON  
CONSUMER PROTECTION ACT,  
RCW CHAPTER 19.86**

**JURY TRIAL DEMAND**

17  
18 Steven A. Cabrera (“Plaintiff”), individually and on behalf of all others similarly situated  
19 nationwide, by and through undersigned counsel, hereby brings this action against Martin &  
20 Pleasance North America, Inc. (“MPNA” or “Defendant”), alleging that its Ener-C Sugar-Free  
21 Multivitamin Drink Mixes (“the Products”), which are manufactured, packaged, labeled,  
22 advertised, distributed, and sold by Defendant, are misbranded and falsely advertised because  
23 they claim to be “All Natural” while containing synthetic ingredients derived from petroleum  
24 substrates, and upon information and belief and investigation of counsel alleges as follows:

25 **PARTIES**

26 1. Plaintiff Steven A. Cabrera is and at all times relevant was a citizen of the state of  
27 Virginia, domiciled in Alexandria, Virginia.  
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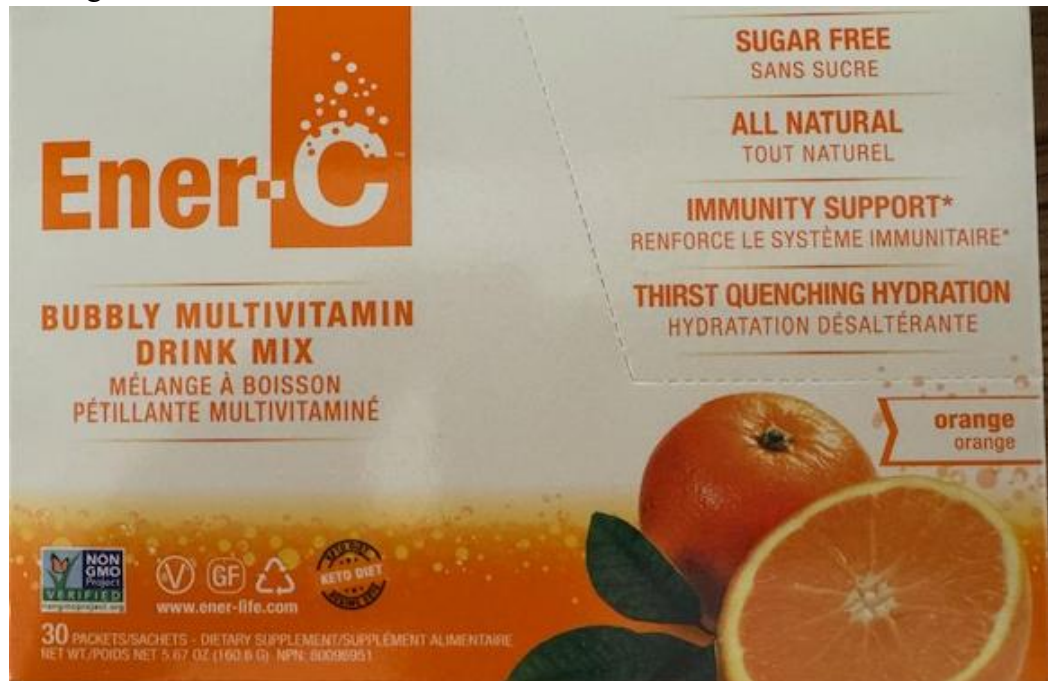
1 attributes: “No artificial ingredients” (69 percent); “No preservatives” (67 percent); or “All-  
2 natural” (66 percent). These were the three most attractive attributes in the consumer survey.  
3 Roughly 60 to 70 percent of consumers reported a willingness to pay a price premium for “clean  
4 label” foods. See <https://www.lek.com/insights/ei/next-generation-mindful-food-consumption>.

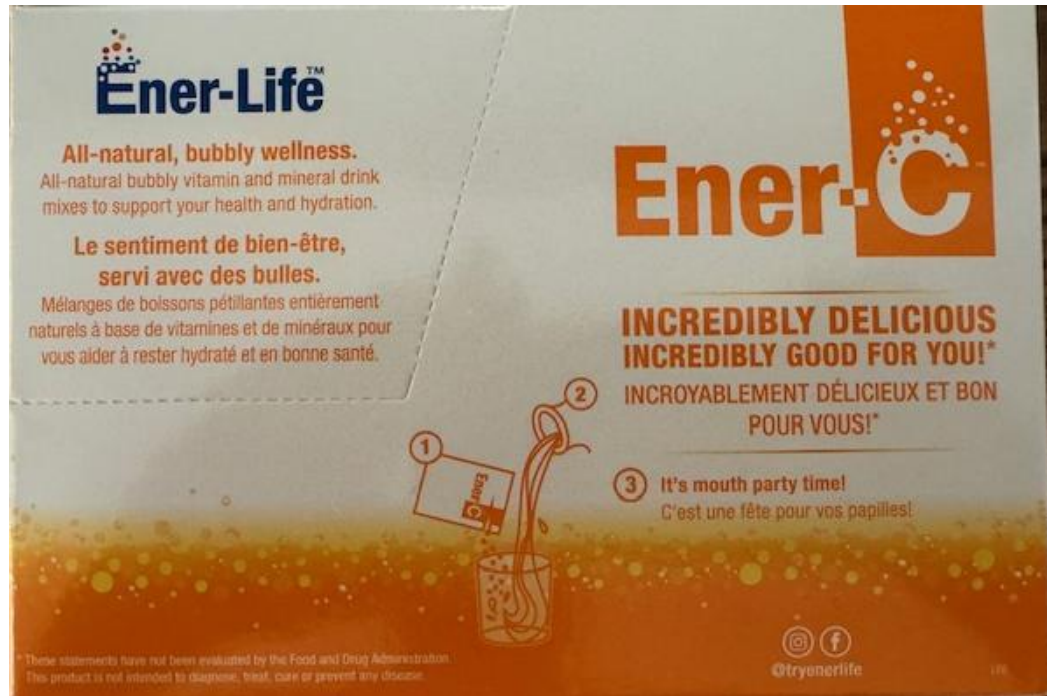
5 12. This consumer preference has led to an explosion in the category of “clean label”  
6 foods and beverages. Leading analyst Allied Market Research estimated that the “natural foods  
7 and drinks” category would grow by an estimated compound annual growth rate of 11.4 percent  
8 from 2022 to 2031, reaching \$361 billion in annual sales by 2031. See  
9 <https://www.alliedmarketresearch.com/natural-food-and-drinks-market>.

10 13. On or about June 3, 2025, Mr. Cabrera purchased the Orange flavor Products from  
11 a Shoppers Food Warehouse store in Alexandria, Virginia. Mr. Cabrera attempts to avoid  
12 products that contain synthetic ingredients.

13 14. Defendant formulates, manufactures, and sells fruit-flavored electrolyte-infused  
14 drink enhancers.

15 15. The Products’ front and side labels state explicitly that the Products are “All  
16 Natural,” with these statements reinforced by depictions of natural fruits that provide the  
17 characterizing flavor:





16. These statements are false and/or misleading. All of the Products contain an ingredient that is listed in the ingredients list as “DL malic acid.”

17. There is a naturally occurring form of malic acid called “L malic acid” that is derived from apples. But because L malic acid is expensive to use in mass quantities, the vast majority of food products use a synthetic form of malic acid called “DL malic acid.” This type of malic acid is manufactured in petrochemical plants from benzene or butane—components of gasoline and lighter fluid, respectively—through a series of chemical reactions, some of which involve highly toxic chemical precursors and byproducts.

18. Federal regulations are explicit that that “DL-malic acid does not occur naturally. It is made commercially by hydration of fumaric acid or maleic acid.” 21 C.F.R. § 184.1069.

19. The use of synthetic malic acid in the Products has been confirmed by laboratory testing. When testing malic acid to determine whether it is artificial (DL) or natural (L) malic acid, the industry standard is to test for the presence of the “D isomer” of malic acid. This isomer is not present in any amount in L-malic acid. The presence of the D isomer of malic acid in any amount in a food or beverage indicates the use of artificial DL-malic acid instead of natural L-malic acid.

1           20. Counsel for Plaintiff commissioned testing of the specific items that were  
2 purchased by Plaintiffs. That testing was conducted on or about August 21, 2025 by Krueger  
3 Food Laboratories, Inc. of Chelmsford, Massachusetts, a reputable independent food testing and  
4 analysis laboratory that has conducted testing for the food and beverage industry since 1984.

5           21. This testing by Krueger Food Laboratories revealed that the D isomer was present  
6 in the Products purchased by Plaintiffs, in substantial amounts. This is the industry standard  
7 method for distinguishing the use of synthetic versus natural malic acid in a food product. This  
8 testing therefore establishes that the malic acid used in these Products is synthetic DL-malic  
9 acid, and not natural L-malic acid.

10           22. Plaintiff reserves the right to amend this Complaint to add further products that  
11 contain similar label misrepresentations as testing and investigation continue.

12           23. Labels are the chief means by which food product manufacturers convey critical  
13 information to consumers, and consumers have been conditioned to rely on the accuracy of the  
14 claims made on these labels.

15           24. Consumers including Plaintiffs especially rely on label claims made by food  
16 product manufacturers such as Defendant, as they cannot confirm or disprove those claims  
17 simply by viewing or even consuming the Products.

18           25. Further, federal law and corresponding state law and regulations both reflect and  
19 create reasonable consumer expectations concerning the contents of foods and beverages. That  
20 is, consumers have been conditioned to rely on statements such as “All Natural” when  
21 purchasing foods and dietary supplements.

22           26. Plaintiff reviewed the front label on the Products prior to his purchase, as well as  
23 the other statements described herein, and reviewed the statements regarding naturalness made  
24 there. Consumers such as Plaintiff who viewed the Products’ labels reasonably understood the  
25 Products to contain only natural ingredients. This representation was false.

26           27. Consumers including Plaintiff reasonably relied on this front-label statement such  
27 that they would not have purchased the Products from Defendant if the truth about the Products  
28

1 was known, or would have only been willing to pay a substantially reduced price for the Products  
2 had they known that Defendant’s representations were false and misleading.

3 28. In the alternative, because of its deceptive and false labelling statements,  
4 Defendant was enabled to charge a premium for the Products relative to key competitors’  
5 products, or relative to the average price charged in the marketplace.

6 29. Plaintiff suffered economic injury by Defendant’s fraudulent and deceptive  
7 conduct as stated herein, and there is a causal nexus between Defendant’s deceptive conduct and  
8 Plaintiff’s injury.

9 30. Plaintiff seeks restitution for unjust enrichment in the alternative because he has  
10 no adequate remedy at law.

11 31. A legal remedy is not adequate if it is not as certain as an equitable remedy. To  
12 obtain a full refund as damages, Plaintiff may be required to show that the Product he received  
13 has essentially no market value. In contrast, Plaintiff can seek restitution without making this  
14 showing. This is because Plaintiff purchased products that he would not otherwise have  
15 purchased, but for Defendant’s misrepresentations. Obtaining a full refund at law is less certain  
16 than obtaining a refund in equity.

17 32. Also, winning damages under the CLRA requires additional showings not  
18 required under equitable causes of action. For example, the CLRA prohibits only particular  
19 categories of deceptive conduct. By contrast, equitable causes of action such as unjust  
20 enrichment broadly prohibit “unfair” conduct.

21 33. By the same token, Plaintiff’s common law claims require additional showings,  
22 compared to his unjust enrichment claim. For example, to prevail on his breach of warranty  
23 claim, Plaintiff needs to show that the statements he challenges constitute a warranty and that  
24 the warranty was part of the basis of the bargain. No such showings are required under an unjust  
25 enrichment theory. And unjust enrichment exists in part because contractual claims are often  
26 more difficult to establish. In this way, Plaintiff’s unjust enrichment claim is more certain than  
27 his legal claims.  
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1 34. Finally, the remedies at law available to Plaintiff are not equally prompt or  
2 otherwise efficient. The need to schedule a jury trial may result in delay. And a jury trial will  
3 take longer, and be more expensive, than a bench trial.

4 **CLASS ACTION ALLEGATIONS**

5 35. Plaintiff brings this action individually and as representative of all those similarly  
6 situated pursuant to Federal Rule of Civil Procedure 23 on behalf of all consumers nationwide  
7 who purchased the Products within four years prior to the filing of this Complaint.

8 36. Excluded from the Class are Defendant and its affiliates, parents, subsidiaries,  
9 employees, officers, agents, and directors. Also excluded are any judicial officers presiding over  
10 this matter and the members of their immediate families and judicial staff.

11 37. Plaintiff reserves the right to alter the Class definition, and to amend this  
12 Complaint to add additional Subclasses, as necessary to the full extent permitted by applicable  
13 law.

14 38. Certification of Plaintiff's claims for class-wide treatment is appropriate because  
15 Plaintiff can prove the elements of the claims on a class-wide basis using the same evidence as  
16 individual Class members would use to prove those elements in individual actions alleging the  
17 same claims.

18 39. **Numerosity – Rule 23(a)(1):** The size of the Class is so large that joinder of all  
19 Class members is impracticable. Plaintiff believes and avers there are thousands of Class  
20 members geographically dispersed throughout the nation.

21 40. **Existence and Predominance of Common Questions of Law and Fact – Rule**  
22 **23(a)(2), (b)(3):** There are questions of law and fact common to the Class. These questions  
23 predominate over any questions that affect only individual Class members. Common legal and  
24 factual questions and issues include but are not limited to:

- 25 a. Whether the marketing, advertising, packaging, labeling, and other promotional  
26 materials for Defendant's Products is misleading and deceptive;

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- b. Whether a reasonable consumer would understand Defendant’s “All-Natural” claim to indicate that the Products did not contain synthetic malic acid, and reasonably relied upon that representation;
- c. Whether Defendant was unjustly enriched at the expense of the Plaintiff and Class members;
- d. Whether Defendant breached an express warranty;
- e. the proper amount of damages;
- f. the proper scope of injunctive relief; and
- g. the proper amount of attorneys’ fees.

41. Defendant engaged in a common course of conduct in contravention of the laws Plaintiff seeks to enforce individually and on behalf of the Class. Similar or identical violations of law, business practices, and injuries are involved. Individual questions, if any, pale by comparison, in both quality and quantity, to the numerous common questions that predominate this action. The common questions will yield common answers that will substantially advance the resolution of the case.

42. In short, these common questions of fact and law predominate over questions that affect only individual Class members.

43. **Typicality – Rule 23(a)(3):** Plaintiff’s claims are typical of the claims of the Class members because they are based on the same underlying facts, events, and circumstances relating to Defendant’s conduct.

44. Specifically, all Class members, including Plaintiff, were harmed in the same way due to Defendant’s uniform misconduct described herein; all Class members suffered similar economic injury due to Defendant’s misrepresentations; and Plaintiff seeks the same relief as the Class members.

45. There are no defenses available to Defendant that are unique to the named Plaintiff.

1           46. **Adequacy of Representation – Rule 23(a)(4):** Plaintiff is a fair and adequate  
2 representative of the Class because Plaintiff’s interests do not conflict with the Class members’  
3 interests. Plaintiff will prosecute this action vigorously and is highly motivated to seek redress  
4 against Defendant.

5           47. Furthermore, Plaintiff has selected competent counsel who are experienced in  
6 class action and other complex litigation. Plaintiff and Plaintiff’s counsel are committed to  
7 prosecuting this action vigorously on behalf of the Class and have the resources to do so.

8           48. **Superiority – Rule 23(b)(3):** The class action mechanism is superior to other  
9 available means for the fair and efficient adjudication of this controversy for at least the  
10 following reasons:

- 11           a. the damages individual Class members suffered are small compared to the burden  
12 and expense of individual prosecution of the complex and extensive litigation  
13 needed to address Defendant’s conduct such that it would be virtually impossible  
14 for the Class members individually to redress the wrongs done to them. In fact,  
15 they would have little incentive to do so given the amount of damage each member  
16 has suffered when weighed against the costs and burdens of litigation;
- 17           b. the class procedure presents fewer management difficulties than individual  
18 litigation and provides the benefits of single adjudication, economies of scale, and  
19 supervision by a single Court;
- 20           c. the prosecution of separate actions by individual Class members would create a  
21 risk of inconsistent or varying adjudications, which would establish incompatible  
22 standards of conduct for Defendant; and
- 23           d. the prosecution of separate actions by individual Class members would create a  
24 risk of adjudications with respect to them that would be dispositive of the interests  
25 of other Class members or would substantively impair or impede their ability to  
26 protect their interests.
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1           74. The WCPA provides consumers with a comprehensive procedure for redressing  
2 Defendants' unfair or deceptive business practices.

3           75. Plaintiff is a "consumer" within the meaning of the WCPA.

4           76. RCW 19.86.090 provides a private right of action to any person injured in his  
5 property by an "unfair or deceptive act or practice."

6           77. Defendant's acts and omissions as alleged herein violate the Washington CPA  
7 because they: (1) are unfair or deceptive acts or practices; (2) are committed in the course of  
8 Defendants' business; (3) have a pervasive public interest impact and have the potential to  
9 deceive a substantial portion of the public; and (4) have caused injury to Plaintiffs in their  
10 business and/or property and the members of the Class..

11           78. Defendant's ongoing failure to provide material facts about its Products on its  
12 labels violates the WCPA in at least these respects:

- 13           a. Defendant's acts and practices constitute misrepresentations that its Products have  
14 characteristics, benefits, or uses which they do not have;
- 15           b. Defendant misrepresented that its Products are of a particular standard, quality,  
16 and/or grade, when they are of another;
- 17           c. Defendant's acts and practices constitute the advertisement of goods, without the  
18 intent to sell them as advertised;
- 19           d. Defendant's acts and practices fail to represent that transactions involving its  
20 Products involve actions that are prohibited by law, particularly the use of  
21 misleading nutritional labelling; and
- 22           e. Defendant's acts and practices constitute representations that its Products have  
23 been supplied in accordance with previous representations when they were not.

24           79. As a result of Defendants' deceptive acts and practices as alleged herein. Plaintiffs  
25 and the members of the Class paid for unwanted goods, or paid an unwanted premium for those  
26 goods. Defendants' actions and inactions as alleged herein are the proximate cause of injury to  
27 Plaintiffs and the Class in an amount to be proven at trial.

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1 appropriate by the Court, and such other relief as the Court deems just and proper to remedy  
2 Defendant's unjust enrichment.

3 90. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as  
4 a result of Defendant's actions as set forth above.

5 **COUNT 3**  
6 **BREACH OF EXPRESS WARRANTY UNDER WASHINGTON LAW**

7 91. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the  
8 extent necessary, pleads this cause of action in the alternative.

9 92. Defendant, as the designer, manufacturer, marketer, distributor, and/or seller,  
10 warranted that the Products contained only natural ingredients.

11 93. Defendant's express warranties, and its affirmations of fact and promises made to  
12 Plaintiff and the Class and regarding the Products, became part of the basis of the bargain  
13 between Defendant and Plaintiff and the Class, creating a warranty that the Products would  
14 conform to those affirmations of fact, representations, promises, and descriptions.

15 94. The Products do not conform to the implied warranty that the Products contain  
16 only natural ingredients.

17 95. As a direct and proximate cause of Defendant's breach of implied warranty,  
18 Plaintiff and Class members have been injured and harmed because: (a) they would not have  
19 purchased the Products on the same terms if they knew the truth about the Products' use of  
20 synthetic ingredients; (b) they paid a price premium based on Defendant's warranties; and (c)  
21 the Products do not have the characteristics, uses, or benefits that were promised.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff respectfully requests the Court grant the following relief  
24 against Defendant:

- 25 a. Certifying the Class;
- 26 b. Declaring that Defendant violated the WCPA and/or was unjustly enriched and/or  
27 breached a warranty;
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- 1 c. Ordering an award of actual, compensatory, or statutory damages, in an amount to be  
2 proven at trial;
- 3 d. Ordering an awarding of injunctive relief as permitted by law, including enjoining  
4 Defendant from continuing the unlawful practices as set forth herein, and ordering  
5 Defendant to engage in a corrective advertising campaign;
- 6 e. Ordering Defendant to pay reasonable attorneys' fees and litigation costs to Plaintiff;
- 7 f. Ordering Defendant to pay both pre- and post-judgment interest on any amounts  
8 awarded; and
- 9 g. Such other relief as the Court may deem just and proper.

10 TRIAL BY JURY IS DEMANDED ON ANY COUNTS SO TRIABLE.

11  
12  
13 Dated this 24<sup>th</sup> day of March, 2026.

14 Respectfully submitted,

15  
16 /s/ Carl J. Marquardt  
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