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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

**BONNIE DAWSON on behalf of
herself and all others similarly
situated,**

Plaintiff,

v.

BETTER BOOCH, LLC

Defendant.

CASE NO.: '23CV1091 DMS DEB

CLASS ACTION

**COMPLAINT FOR DAMAGES,
EQUITABLE, DECLARATORY,
AND INJUNCTIVE RELIEF**

DEMAND FOR JURY TRIAL

1 Plaintiff Bonnie Dawson (“Plaintiff”), individually and on behalf of herself and
2 all others similarly situated, brings this class action against Defendant Better Booch,
3 LLC (“Better Booch” or “Defendant”) and on the basis of personal knowledge,
4 information and belief, and the investigation of counsel, alleges as follows:
5

6 INTRODUCTION

7
8 ***“The difference between a product that contains a characterizing food ingredient***
9 ***and a product that contains no such ingredient.... is very important to the value of***
10 ***the product and thus to the consuming public.”¹***

11 1. This is a proposed class action on behalf of a nationwide class and a
12 California sub-class (collectively, “Class”) of consumers seeking redress for
13 Defendant’s deceptive practices associated with the advertising, labeling and sale of
14 its kombucha beverages.

15 2. Defendant Better Booch manufactures, markets, advertises, and sells a
16 line of organic kombucha beverages (“Beverages” or “Products”).

17 3. Kombucha is a fermented tea beverage, made by adding a symbiotic
18 culture of bacteria and yeast to a solution of tea and sugar. During the course of the
19 week-long fermentation process, the cultures metabolize the sugar and tea components
20 to render a naturally carbonated beverage, with a slightly sweet-tart flavor, full of
21 healthy components like B vitamins, organic acids, antioxidants, and trace amounts of
22 alcohol.²

23 4. Kombucha has become one of the fastest growing functional beverage
24 categories in the United States. In 2021, the global kombucha market was valued at
25

26 ¹ Federal Register Vol. 38, No. 231, December 3, 1973

27 ² Kombucha Brewers International, *The Kombucha Industry*, Available at
28 <https://kombuchabrewers.org/about-us/history-of-kombucha-brewing/> (last visited June 1, 2023)

1 USD 2.64 billion and expected to grow 15% annually. Known for its healthfulness
2 (e.g., ability to eliminate toxins, boosts energy & immune system, and assist with
3 weight loss) it is marketed specifically to consumers interested in proactively
4 addressing issues of health and well-being.³

5 5. Although the kombucha market is highly competitive, Better Booch has
6 successfully marketed its Beverages, competing on a narrow band of differentiating
7 qualities, most significant of which are its real, natural and organic ingredients.

8 6. Plaintiff was a frequent purchaser of Better Booch Beverages including
9 Golden Pear (see below). The front label (aka “principal display panel”) of the
10 Beverage container characterizes it as “Golden Pear” containing pear, tulsii, turmeric
11 and black pepper.



26 ³ Grand View Research, Kombucha Market Size, Share & Trends Analysis Report By Product
27 (Conventional, Hard), By Distribution Channel (On-trade, Off-trade), By Region, And Segment
28 Forecasts, 2022 – 2030. Available at [https://www.grandviewresearch.com/industry-
analysis/kombucha-market](https://www.grandviewresearch.com/industry-analysis/kombucha-market) (last visited June 1, 2023).

1 7. Despite being characterized as an “pear” beverage, however, the Product
2 does not contain a scintilla of its characterizing ingredient (*i.e.*, pear), but rather
3 derives its flavor exclusively from an ingredient called “natural pear flavor.” By
4 characterizing the Product in this manner – *i.e.*, failing to either include its
5 characterizing ingredient (*i.e.*, pear), or alternatively, clearly indicating on the
6 Product’s principal display panel that it is a “flavored” beverage, Better Booch has
7 falsely, and misleadingly labeled its Products, deceived its consumers and violated the
8 law.

9 8. Throughout the applicable class period, Defendant falsely represented the
10 nature of its kombucha beverages and as a result of this false and misleading labeling,
11 was able to sell these Products to tens of thousands of unsuspecting consumers
12 throughout California and the United States, and to profit thereby.

13 9. Plaintiff alleges Defendant’s conduct is in breach of warranty, violates
14 California’s Business and Professions Code § 17200, *et. seq.*, California’s Business &
15 Professions Code § 17500, *et. seq.*, California Civil Code § 1750, *et seq.*, and is
16 otherwise grounds for restitution on the basis of quasi-contract/unjust enrichment.
17

18 JURISDICTION AND VENUE

19 10. Jurisdiction of this Court is proper under 28 U.S.C. § 1332(d)(2).
20 Plaintiff Dawson is a resident of El Cajon, California. Defendant Better Booch is
21 incorporated in California and maintains its principal place of business in Los
22 Angeles. Diversity jurisdiction exists as the amount in controversy exceeds
23 \$5,000,000 for the Plaintiff and members of the Class collectively, exclusive of
24 interest and costs, by virtue of the combined purchase prices paid by Plaintiff and
25 members of the putative Class, and the profits reaped by Defendant from their
26 transactions with Plaintiff and the Class, as a direct and proximate result of the
27 wrongful conduct alleged herein, and by virtue of the injunctive and equitable relief
28

1 sought. Plaintiff also seeks a nationwide class, wherein class members include those
2 that are citizens of states different from Defendant.

3 11. Venue is proper within this judicial district pursuant to 28 U.S.C. § 1391
4 because a substantial portion of the underlying transactions and events complained of
5 occurred and affected persons and entities located in this judicial district, and
6 Defendant has received substantial compensation from such transactions and business
7 activity in this judicial district.

8
9 **PARTIES**

10 12. Plaintiff Bonnie Dawson is a resident of El Cajon, California.

11 13. Ms. Dawson purchased a variety of Better Booch Products throughout
12 the applicable class period, including but not limited to the Golden Pear Beverage
13 described herein. The purchases were made at several stores in her surrounding area
14 including Walmart.

15 14. Ms. Dawson believed the representations on the Product's principal
16 display panel -- that she was consuming a beverage that contained the fruit depicted
17 by name.

18 15. Ms. Dawson believed that Defendant lawfully marketed and sold the
19 Product.

20 16. Ms. Dawson relied on Defendant's labelling and was misled thereby.

21 17. Ms. Dawson would not have purchased the Product or would have
22 purchased the Product on different terms had she known the truth.

23 18. Ms. Dawson was injured in fact and lost money as a result of Defendant's
24 improper conduct.

25 19. If Ms. Dawson has occasion to believe that Defendant's marketing and
26 labeling is truthful, non-misleading, and lawful, she would purchase Better Booch
27 beverages in the future.

1 20. Defendant Better Booch, LLC. manufactures, markets and sells a variety
2 of kombucha beverages. The Beverages are sold across a variety of retail segments
3 including supermarkets, convenience stores, drug stores, nutritional stores, and mass
4 merchants. Better Booch is a Delaware corporation that maintains its principal place
5 of business at 2538 E. 53rd Street, Huntington Park, CA 90255.

6
7 **GENERAL ALLEGATIONS**

8 21. Better Booch develops, markets, sells and distributes a line of organic
9 kombucha beverages characterized by a variety of fruits, each of which suffer from
10 the same labeling infirmity described herein.⁴

11 22. Defendant operates in a crowded beverage space among a number of
12 well-established and well-funded competitors.

13 23. Over the last several years, consumers have increasingly moved towards
14 clean label products, abandoning beverages laden with sugars, flavorings and empty
15 calories in exchange for beverages that provide health benefits.

16 24. Nothing exemplifies this more than the Kombucha category. Kombucha
17 is a nutrient dense food teeming with living probiotic organisms, healthy acids and
18 trace amounts of nutrients in living form, not synthetically created in a lab.
19 Kombucha’s fermentation process result in the formation of antioxidants, vitamins,
20 and minerals with known health benefits, including but not limited to acting as a
21 detoxification agent for metabolic wastes, drugs, and poisons, retardant of foodborne
22 pathogens, and hepatoprotective against environmental pollutants.⁵

23
24 _____
25 ⁴ Class Products include: Golden Pear, Strawberry Lemonade, Moring Glory, Hibiscus
26 Healer, Citrus Sunrise, Guava Cooler, and Cherry Retreat.

27 ⁵ McHugh, T at al., Kombucha: How it is Processed? Available at
28 <https://research.kombuchabrewers.org/study/kombucha-how-is-it-processed/> (last
visited June 1, 2023).

1 25. Manufacturers seek to capitalize on these health benefits and compete on
2 offering a clean, healthy, natural product consistent with Kombucha’s health halo.
3 Indeed, the top market entrants offer kombuchas with real ingredients.
4 Notwithstanding their choice of formulation, however, all manufacturers are bound by
5 law to provide consumers with truthful and accurate labels thereby enabling them to
6 make informed purchasing decisions.

7 26. Despite its legal obligations, however, Better Booch chose to deceptively
8 label its beverages, obfuscating the material fact that they did not contain real fruit,
9 but instead derived their flavor from highly processed, lab-synthesized flavoring
10 packets.

11 27. By way of example, the Product’s principal display panel undeniably
12 presents “pear” as the beverages’ characterizing flavor.

13 28. Despite being labeled and characterized as a pear beverage, however, the
14 Product contains none of its characterizing ingredient. Instead, it is flavored by an
15 ingredient described only as “Natural Pear Flavor.” Notably, although characterized
16 as an organic product the “natural pear flavor” is not organic.⁶

17 29. Failing to indicate, on the front label, that a product does not contain its
18 characterizing ingredient, but rather, is flavored by lab synthesized chemicals, is
19 deceptive, misleading and in violation of state and common laws designed to protect
20 consumers and to promote consist, honest and transparent labeling.

21 **A. Real Ingredients Are Material To Reasonable Consumers**
22

23 30. Over the last decade, “Natural Flavors” have become ubiquitous in food
24 and beverage formulations. According to the Environmental Working Group, which

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26 ⁶ 7 CFR 205.605(a)(12) non-synthetic flavors may be used **only** when organic flavors
27 are not commercially available. All flavors must be derived from organic or non-
28 synthetic sources only and must not be produced using synthetic solvents and carrier
systems or any artificial preservative (emphasis added).

1 rates more than 80,000 foods on their degree of nutrition, ingredient concerns and
 2 processing concerns, “Natural Flavor” is the fourth most common ingredient on food
 3 labels with only salt, water and sugar mentioned more frequently.⁷

4 31. These flavors are used to make packaged food taste fresh, provide tastes
 5 and smells that are bolder than comparable natural ingredients, and to be short-lived
 6 so that consumers will drink/eat more. In short, the ultimate goal is to make food and
 7 beverages addictive so that consumers will prefer and purchase them over competing
 8 products.

9 32. Despite their name, “natural flavors” are far from being natural.
 10 Although derived from a natural source, the finalized flavor that appears as an
 11 ingredient in food and beverage products is “a mixture of chemicals obtained by
 12 applying physical separation methods to natural sources, a long and complex
 13 process... [which] can contain as many as 250 chemically identified constituents,
 14 some of which are artificial and synthetic.”⁸

16 ⁷ *Synthetic ingredients in Natural Flavors and Natural Flavors in Artificial Flavors*,
 17 Environmental Working Group, available at
 18 <https://www.ewg.org/foodscores/content/natural-vs-artificial-flavors/>. Last visited June
 19 1, 2023.

20 ⁸ Is There Really Anything Natural About Natural Flavors?, April 2019, available at
 21 <https://sites.suffolk.edu/jhbl/2019/04/04/is-there-really-anything-natural-about-natural-flavors/#:~:text=In%20reality%2C%20%E2%80%9Cnatural%20flavors%E2%80%9D,chemicals%20in%20the%20processed%20food> (Last visited June 1, 2023);
 22 *Synthetic ingredients in Natural Flavors and Natural Flavors in Artificial flavors*,
 23 EWG <https://www.ewg.org/foodscores/content/natural-vs-artificial-flavors/#:~:text=Federal%20Food%20and%20Drug%20Administration,juice%2C%20vegetable%20or%20vegetable%20juice%2C>. (Flavor mixtures often include a range
 24 of chemicals including: amyl acetate, amyl butyrate, amyl valerate, ethyl butyrate,
 25 various aliphatic acid ester, ethyl acetate, ethyl valerate, ethyl isovalerate, ethyl
 26 pelargonate, vanillin, lemon essential oil, citral, citronellal, rose absolute, geraniol,
 27 pear essential oil, geranium essential oil, aldehyde C₁₀, ethyl heptanoate, acetaldehyde,
 28 aldehydes C₁₄ and C₁₆, styralyl acetate, dimethyl benzyl carbonyl acetate, benzyl

1 33. Because beverage manufacturers are not required by law to break down
2 the component ingredients that comprise the flavoring packets used in their products,
3 flavorings can, and often do, contain a host of sub-ingredients that consumers would
4 not expect or want in their beverages, and which would be material to their purchasing
5 decision. “On an ingredient label, “natural flavor” can be a sort of black box,
6 enclosing dozens of components, including flavor chemicals, flavor modifiers, and
7 solvents, none of which have to be individually disclosed. Many companies will use
8 additives like propylene glycol when they can disguise them under the benign-
9 sounding catchall “natural flavors”—even if they would reject them as individually
10 listed ingredients.”⁹

11 34. Many food and drink manufacturers have become more “honest and real
12 about what’s going into their food as consumers demand transparency and clean
13 labeling.”¹⁰ Indeed, “clean labels with high ethical values are more important than
14 ever, particularly to a growing segment of consumers with special dietary needs,
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20 formate, phenyl ethyl isobutyrate, cinnamyl isovalerate, anise essential oil, esters of
21 colophony and benzaldehyde and may contain terpenyl isovalerate, isopropyl
22 isovalerate, citronellyl isovalerate, geranyl isovalerate, benzyl isovalerate, cinnamyl
23 formate, isopropyl valerate, butyl valerate, methyl allyl butyrate and potentially the
synthetic ingredients cyclohexyl acetate, allyl butyrate, allyl cyclohexylvalerate, allyl
isovalerate and cyclohexyl butyrate.) (Last visited June 1, 2023);

24 ⁹ Clean label’s dirty little secret, The Counter, (February 1, 2018), available at
25 <https://thecounter.org/clean-label-dirty-little-secret/> (last visited June 1, 2023).

26 ¹⁰ The “Natural Flavors” Ingredient Is a Total Lie, The Daily Meal, (June 26, 2017),
27 available at [https://www.thedailymeal.com/healthy-eating/natural-flavors-ingredient-](https://www.thedailymeal.com/healthy-eating/natural-flavors-ingredient-total-lie)
28 [total-lie](https://www.thedailymeal.com/healthy-eating/natural-flavors-ingredient-total-lie) (last visited June 1, 2023).

1 which means, lab-created artificial and “natural” flavors are not in demand; consumers
2 want real ingredients from nature.”¹¹

3 35. Ultimately, manufacturers have a choice on how to flavor their beverages
4 and will compete for consumers on the basis of those choices. Recognizing the
5 materiality of this distinction (i.e. the difference between real ingredients versus
6 flavorings), however, the law provides strict rules on the labeling products in instances
7 where they have been flavored. The laws ensure consistent labeling among
8 competitive products and are designed to clearly convey the nature of the product,
9 minimize confusion and enable consumers to make informed purchasing decisions.

10 **B. The Federal Food Drug & Cosmetic Act**

11
12 36. The Federal Food, Drug & Cosmetic Act (“FDCA”) broadly regulates
13 the sale of food and beverages to the consuming public. 21 U.S.C §301. It was
14 promulgated in significant part to prevent consumer deception and was principally
15 implemented through the creation of a uniform system of labeling on which
16 consumers could rely to make informed purchasing decisions.

17 37. By extensively regulating the labeling of foods and beverages, the FDCA
18 and its implementing regulations have identified the words and statements that must
19 or may be included on labeling and have specified how prominently and
20 conspicuously those words and statements must appear. These provisions ensure that
21 statements are presented on labels in such a way as to likely be read and understood
22 by the ordinary person. 21 U.S.C. § 343(f). The FDCA consists of hundreds of
23 sections and subsections, the following of which bear direct relevance to the case at
24 bar.

25 _____
26 ¹¹ Forbes, *Top Trends Driving Change In The Food Industry*, February 16, 2019,
27 available at <https://www.forbes.com/sites/juliabolayanju/2019/02/16/top-trends-driving-change-in-the-food-industry/?sh=302c9e636063> (last visited June 1, 2023).

1 38. The FDCA prohibits the misbranding of any food. 21 U.S.C. §331(b).¹²
2 Generally, a food is misbranded if, among other things, its labeling is false or
3 misleading. 21 U.S.C. § 343. ¹³ In addition to this general mandate, the FDCA
4 contains specific rules which manufacturers must follow to ensure their products are
5 properly labeled. Among them, 21 C.F.R. §101.22, which provides:

6
7 (i) If the label, labeling, or advertising of a food makes any direct
8 or indirect representations with respect to the primary recognizable
9 flavor(s), by word, vignette, e.g., depiction of a fruit, or other
10 means, or if for any other reason the manufacturer or distributor of
11 a food wishes to designate the type of flavor in the food other than
12 through the statement of ingredients, such flavor shall be
13 considered the characterizing flavor and shall be declared in the
14 following way:

15 (1) If the food contains no artificial flavor which simulates,
16 resembles or reinforces the characterizing flavor, the name of
17 the food on the principal display panel or panels of the label
18 shall be accompanied by the common or usual name of the
19 characterizing flavor, e.g., "vanilla", in letters not less than one-
20 half the height of the letters used in the name of the food, except
21 that:

22 (i) If the food is one that is commonly expected to contain a
23 characterizing food ingredient, e.g., strawberries in
24 "strawberry shortcake", and the food contains natural flavor
25 derived from such ingredient and an amount of
26 characterizing ingredient insufficient to independently
27 characterize the food, or the food contains no such
28

23 ¹² The term food broadly means “articles used for food or drink for man...” 21 U.S.C
24 §321(f) and incorporates beverages such as the Products which are the subject of this
25 litigation.

26 ¹³ California’s Sherman Food, Drug and Cosmetic Law (“Sherman Law”) adopts the
27 FDCA in its entirety (including 21 CFR §101.22) providing, among other things, that
28 “[a]ny food is misbranded if its labeling is false or misleading in any particular.”
California Health & Safety Code, Article 6, §110660.

1 ingredient, the name of the characterizing flavor may be
2 immediately preceded by the word "natural" and shall be
3 immediately followed by the word "flavored" in letters not
4 less than one-half the height of the letters in the name of the
characterizing flavor, e.g., "natural strawberry flavored
shortcake," or "strawberry flavored shortcake."

5 (ii) If none of the natural flavor used in the food is derived
6 from the product whose flavor is simulated, the food in
7 which the flavor is used shall be labeled either with the
8 flavor of the product from which the flavor is derived or as
"artificially flavored."

9 (iii) If the food contains both a characterizing flavor from the
10 product whose flavor is simulated and other natural flavor
11 which simulates, resembles or reinforces the characterizing
12 flavor, the food shall be labeled in accordance with the
13 introductory text and paragraph (i) (1)(i) of this section and
14 the name of the food shall be immediately followed by the
15 words "with other natural flavor" in letters not less than one-
16 half the height of the letters used in the name of the
characterizing flavor.

17 39. Class Products each bear a label which make direct representations as to
18 the beverages' primary recognizable flavor(s) either by word and/or word and
19 vignette. Such beverages are commonly expected to contain their characterizing food
20 ingredient. Despite the fact that none of the Class Products contain their characterizing
21 ingredients (i.e., fruits), Better Booch, fails to indicate on their front labels that the
22 beverages are flavored.

23 40. To the extent that the "Natural Flavor" in Class Products are derived
24 from their characterizing ingredients (e.g., the natural flavor is derived from a pear),
25 the front label must indicate that it is "Pear Flavored" or "Natural Pear Flavored." To
26 the extent that the "Natural Flavor" is derived from a natural ingredient other than a
27 Product's characterizing ingredient, the front label must indicate that the product is
28 "Artificially Flavored."

1 41. Under either scenario, Better Booch has failed to indicate that its
2 Products are flavored – a failure that is in violation of the law and operates as deceit
3 upon consumers.

4 42. In January 1973, the FDA Commissioner published a proposal to revise
5 the requirements contained § 1.12 of the FDCA (now §101.22) with respect to the
6 labeling of flavor contained in food. The FDA solicited public commentary, which it
7 summarized and responded to. Federal Register Vol. 38, No. 231, December 3, 1973
8 (“38 Fed. Reg. 33267”). Among other things, the FDA made clear that the purpose of
9 these regulations was to provide labeling uniformity among marketplace participants
10 in order to prevent consumer confusion and deception.

11 43. Setting forth the general standards applicable to the flavoring regulations,
12 the FDA made clear that although “[i]t is not possible to set out all the circumstances
13 under which a flavor representation is or is not implied, [a]ny use of a vignette
14 showing a fruit or vegetable clearly constitutes such a representation.... [Moreover,]
15 use of a specific fruit flavor in the food name, such as "pear soda," does constitute
16 such a representation and requires compliance with § 1.12(i).” 38 Fed. Reg. at 33285.

17 44. Some stakeholders argued that flavor designations should not be required
18 on the front-of-package, but rather be limited to the statement of ingredients. While
19 the Commissioner agreed that where the manufacturer makes no direct or indirect
20 representation with respect to the flavor of a product other than in the ingredients
21 statement, no designation was necessary on the principal display panel. However,
22 where flavor representations are made on the principal display panel “it is necessary to
23 establish a uniform system of flavor designation to dispel any confusion or
24 misrepresentation.” 38 Fed. Reg. 231 at 33286. “The difference between a product
25 that contains a characterizing food ingredient and a product that contains no such
26 ingredient [] is not at all subtle, and is very important to the value of the product and
27 thus to the consuming public.” *Id.* at 33285.

28

1 45. The Commissioner also made it clear that when an otherwise “natural
2 flavor [] is not derived from the product whose flavor is simulated...., the product is
3 properly labeled as artificially flavored.” *Id.* at 33285-6.

4 46. In 1993 the FDA once again consider amendments to certain regulations
5 of the FDCA, this time those pertaining to the labeling of juice beverages. The FDA
6 published the proposed amendments for public comment and engaged in a similar
7 discourse as in 1973. While considering the applicability of Section 101.22 in light of
8 more specific regulations such as Section 102.3, the FDA reconfirmed the function
9 and importance of Section 101.22.

10 47. “Both §§ 101.22 and 102.33 are intended to ensure that the label
11 communicates essential information to consumers. These provisions are intended to
12 provide manufacturers with flexibility for labeling products while providing
13 consumers with information that they need to determine the nature of the product. The
14 agency concludes that both kinds of label information discussed here are essential to
15 adequately describe the nature of the product. One type of information informs the
16 consumer when flavoring substances have been added to the product. The other type
17 describes other aspects of the basic nature of the product.” 58 FR 2897, *2919.
18 Ultimately, “....a consumer who wants the food because of its particular.... flavor is
19 entitled to examine a label that reveals facts material in light of the representations
20 made....” 58 Fed. Reg. 2897.

21
22 **C. Product Labels Matter**

23 48. “Food is the most advertised commodity in the United States and food
24 corporations spend on average over \$36 billion a year on marketing and
25 advertising.”¹⁴

26
27
28 ¹⁴ Garavente, Angelina, *How Has The Food Industry Manipulated The Way Consumers Perceive Food And Health?* (2018). Honors College Theses. 173.

1 49. Front-of-Package marketing has become ubiquitous in recent years as
2 marketplace competitors vie for consumer attention. It has quickly become the most
3 important part of the food label as consumers attempt to make quick, yet informed
4 purchasing decisions.¹⁵ Indeed, a survey conducted by the FDA determined that 67%
5 of respondents used Front-of-Package labels when making purchasing decisions.¹⁶
6 This is confirmed by numerous studies which found that consumers often rely on
7 Front-of-Package claims to inform their purchasing decisions, and that Front-of-
8 Package claims can have a “strong impact on their food purchases.”¹⁷

9 50. While manufacturers are free to add claims to the Front-of-Package
10 consistent with their obligations under the law, “[e]merging evidence indicates that
11 many labels are misleading in conveying properties of food products and bear a wide
12
13
14

15 Available at https://digitalcommons.pace.edu/honorscollege_theses/173 (last visited
16 June 1, 2023)

17 ¹⁵ See, e.g. Mark Becker, et al, *Front of Pack Labels Enhance Attention to Nutrition*
18 *Information in Novel and Commercial Brands*, Food Policy Volume 56, October
19 2015, Pages 76-86. Available at <https://doi.org/10.1016/j.foodpol.2015.08.001> (“Our
20 results provide clear evidence that FOP labels are more effective at attracting attention
21 than the traditional NFP [Nutrition Facts Panel], and that this advantage is attributable
22 to both the location”) (last visited June 1, 2023).

22 ¹⁶ Hawley, K. L., Roberto, C. A., Bragg, M. A., Liu, P. J., Schwartz, M. B., &
23 Brownell, K. D. (2013). *The Science On Front-Of-Package Food Labels*. Public
24 Health Nutrition, 16(3), 430–439. <http://doi.org/10.1017/S1368980012000754> (last
visited June 1, 2023).

25 ¹⁷ *Healthy Through Presence or Absence, Nature or Science? A Framework for*
26 *Understanding Front-of-Package Food Claims*, Journal of Public Policy & Marketing
27 2019, Vol. 38(2) 172-191 available at
28 <https://journals.sagepub.com/doi/pdf/10.1177/0743915618824332> (last visited June 1,
2023).

1 array of confusing messages.”¹⁸ This makes compliance with FDCA labeling
2 requirements even more critical in order to provide consumers with recognizable
3 standards and prevent deception.

4 51. Not only has Defendant violated the clear letter of the FDCA, but has
5 separately acted to deceive and mislead consumers into purchasing products with
6 qualities and attributes that they simply did not have.

7 8 **D. Competitor Products**

9 52. Better Booch is fully aware of its labeling obligations under state and
10 federal laws as well as its overarching duty to honestly inform consumers about the
11 products it is selling.

12 The FDCA was promulgated in part to prevent consumer deception by creating a
13 uniform system of labeling on which consumers can rely in comparing similar
14 products and making informed purchasing decisions. This is especially important with
15 respect to the use of flavorings which have rapidly become ubiquitous in food
16 formulations. It is critical, therefore, that manufacturers label their products
17 consistently as prescribed law. A review of some competitive product labels illustrates
18 this clearly. By way of example, Humm (Fig. 1), like Better Booch, is a flavored
19 kombucha beverage devoid of its characterizing ingredient. Unlike Better Booch,
20 however, Humm clearly conveys to consumers on its product’s principal display panel
21 that its beverages are flavored. Kevita (Fig. 2.) contains both its characterizing
22 ingredient, as well as a flavoring and other natural flavors. However, because it does
23 not contain enough of its characterizing ingredient to independently characterize the
24

25 _____
26 ¹⁸ Jennifer L. Pomeranz , *Front-of-Package Food and Beverage Labeling New*
27 *Directions for Research and Regulation*, Am J Prev Med 2011;40(3):382–385
28 available at <https://pubmed.ncbi.nlm.nih.gov/21335274/> (last visited June 1, 2023).

1 drink, it must, and does, disclose to the consumer on the product’s principal display
2 panel that the beverage is flavored. Finally, Health-Ade (Fig.3.) and Synergy (Fig. 4.),
3 like Better Booch, represent characterizing ingredients on their product principal
4 display panels without any qualification thereby conveying to the reasonable
5 consumer that the products actually contain such ingredients. In contrast to Better
6 Booch, however, these beverages actually do contain their characterizing ingredients
7 (e.g., fruit juice or fruit puree) and therefore are not required to include a flavoring
8 qualification on their principal display panels.

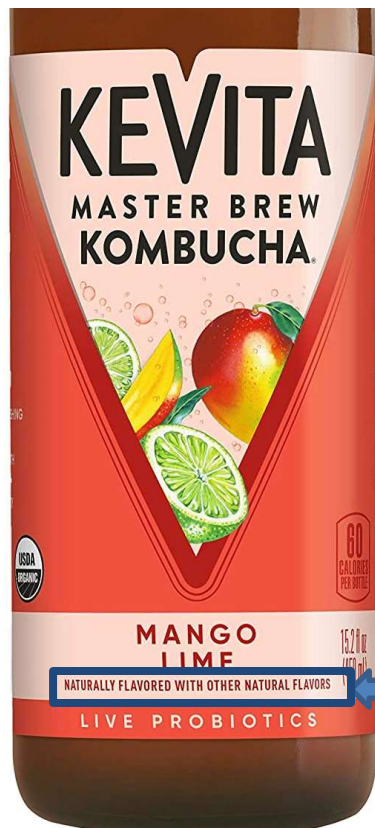
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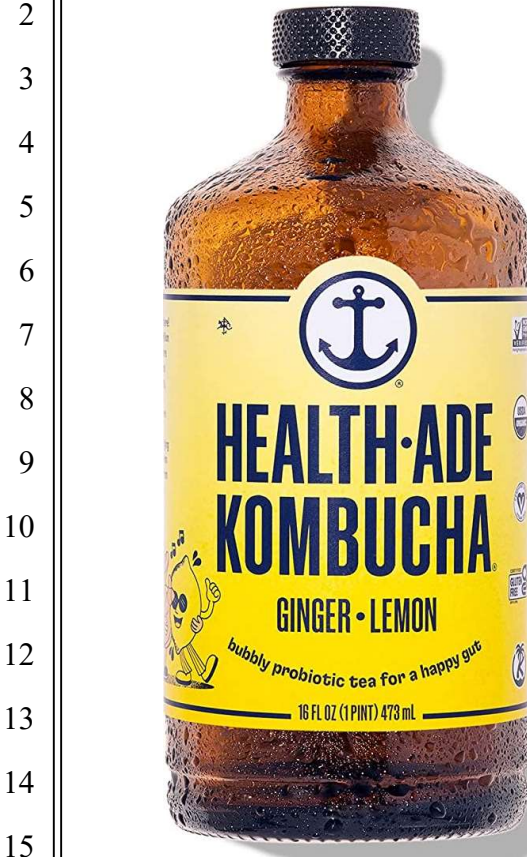
Ingredients: Organic Raw Carbonated Kombucha (filtered water, organic green tea, organic black tea, organic cane sugar*, live kombucha cultures), Allulose Syrup**, Monk Fruit**, Natural Flavors**, Probiotic: Bacillus Subtilis, Vitamin B12 (mecobalamin). *Sugar is eliminated during fermentation **From plant-based ingredients

15 Fig.2.



INGREDIENTS: SPARKLING WATER, KOMBUCHA CULTURE (FILTERED WATER, BLACK TEA*, GREEN TEA*, NATURAL FLAVOR*)*, CANE SUGAR*, FILTERED WATER, MANGO PUREE*, MANGO FLAVOR*, BACILLUS COAGULANS MTCC 5856, GINGER EXTRACT*, BLACK TEA*, BLACK TEA ESSENCE*, CAFFEINE (GREEN COFFEE BEAN EXTRACT)*, LIME EXTRACT*, GREEN TEA*, PURIFIED STEVIA LEAF EXTRACT*. *CERTIFIED ORGANIC INGREDIENT

1 Fig.3.



Ingredients:
Organic Kombucha*,
Cold-Pressed Ginger
Juice†, Cold-Pressed
Lemon Juice†, Live
Active Cultures
(*Bacillus Coagulans*
MTCC 5856)

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17 Fig.4.



INGREDIENTS: GT's Kombucha* (kombucha culture*, black tea*, green tea*, kiwi juice*), mango puree*, and 100% pure love!!!

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2 53. By failing to properly label its products, Better Booch has misled and
3 deceived consumers.

4 54. As a result of Defendant's unlawful and deceptive conduct, Plaintiff and
5 members of the Class have been harmed.

6
7 **ECONOMIC INJURY**

8 55. Plaintiff sought to buy products that were lawfully labeled, marketed and
9 sold.

10 56. Plaintiff saw and relied on Defendant's misleading labeling of its
11 Products.

12 57. Plaintiff believed that the Products purchased contained real fruit.

13 58. Plaintiff believed that the Products were lawfully marketed and sold.

14 59. In reliance on the claims made by Defendant regarding the qualities of its
15 Products, Plaintiff paid a price premium.

16 60. As a result of her reliance on Defendant's misrepresentations, Plaintiff
17 received Products that lacked the promised ingredient which she reasonably believed
18 the Beverage contained.

19 61. Plaintiff received Products that were unlawfully marketed and sold.

20 62. Plaintiff lost money and thereby suffered injury as she would not have
21 purchased these Beverages and/or paid as much for them absent the misrepresentation.

22 63. Defendant knows that a characterizing ingredient is material to a
23 consumer's purchasing decision.

24 64. Plaintiff altered her position to her detriment and suffered damages in an
25 amount equal to the amounts she paid for the Beverages she purchased, and/or in
26 additional amounts attributable to the deception.

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1 65. By engaging in the false and deceptive conduct alleged herein Defendant
2 reaped, and continues to reap financial benefits in the form of sales and profits from
3 their Products.

4 66. Plaintiff would be willing to purchase Better Booch Products again in the
5 future should she be able to rely on Defendant’s marketing as truthful and non-
6 deceptive.

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8 **CLASS ACTION ALLEGATIONS**

9 67. Plaintiff brings this action on behalf of herself and on behalf of classes of
10 all others similarly situated consumers defined as follows:

- 11 a. **National:** All persons in the United States who purchased Class
12 Products in the United States during the Class Period.
- 13 b. **California** All persons in California who purchased the Class
14 Products in California during the Class Period.
- 15 c. **Class Period** is the maximum time allowable as determined by the
16 statute of limitation periods accompanying each cause of action.

17 68. Plaintiff brings this Class pursuant to Federal Rule of Civil Procedure
18 23(a), and 23(b)(1), 23(b)(2), 23(b)(3) and 23(b)(4).

19 69. Excluded from the Classes are: (i) Defendant and their employees,
20 principals, affiliated entities, legal representatives, successors and assigns; and (ii) the
21 judges to whom this action is assigned.

22 70. Upon information and belief, there are tens of thousands of members of
23 the Class. Therefore, individual joinder of all members of the Class would be
24 impracticable.

25 71. There is a well-defined community of interest in the questions of law and
26 fact affecting the parties represented in this action.

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1 72. Common questions of law or fact exist as to all members of the Class.
2 These questions predominate over the questions affecting only individual Class
3 members. These common legal or factual questions include but are not limited to:

- 4 a. Whether Defendant marketed, packaged, or sold the Class
5 Products to Plaintiff and those similarly situated using false,
6 misleading, or deceptive statements or representations;
7 b. Whether Defendant omitted or misrepresented material facts
8 in connection with the sales of its Products;
9 c. Whether Defendant participated in and pursued the common
10 course of conduct complained of herein;
11 d. Whether Defendant has been unjustly enriched as a result of
12 its unlawful business practices;
13 e. Whether Defendant’s actions violate the Unfair Competition
14 Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the “UCL”);
15 f. Whether Defendant’s actions violate the False Advertising
16 Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.* (the “FAL”);
17 g. Whether Defendant’s actions violate the Consumers Legal
18 Remedies Act, Cal. Civ. Code §§ 1750, *et seq.* (the
19 “CLRA”);
20 h. Whether Defendant should be enjoined from continuing the
21 above-described practices;
22 i. Whether Plaintiff and members of the Class are entitled to
23 declaratory relief; and
24 j. Whether Defendant should be required to make restitution,
25 disgorge profits, reimburse losses, and pay damages as a
26 result of the above-described practices.

27 73. Plaintiff’s claims are typical of the claims of the Class, in that Plaintiff
28 was a consumer who purchased Defendant’s Product. Plaintiff is no different in any

1 relevant respect from any other Class member who purchased the Products, and the
2 relief sought is common to the Class.

3 74. Plaintiff is an adequate representative of the Class because her interests
4 do not conflict with the interests of the members of the Class she seeks to represent,
5 and she has retained counsel competent and experienced in conducting complex class
6 action litigation. Plaintiff and her counsel will adequately protect the interests of the
7 Class.

8 75. A class action is superior to other available means for the fair and
9 efficient adjudication of this dispute. The damages suffered by each individual Class
10 member likely will be relatively small, especially given the relatively small cost of the
11 Products at issue and the burden and expense of individual prosecution of the complex
12 litigation necessitated by Defendant's conduct. Thus, it would be virtually impossible
13 for members of the Class individually to effectively redress the wrongs done to them.
14 Moreover, even if members of the Class could afford individual actions, it would still
15 not be preferable to class-wide litigation. Individualized actions present the potential
16 for inconsistent or contradictory judgments. By contrast, a class action presents far
17 fewer management difficulties and provides the benefits of single adjudication,
18 economies of scale, and comprehensive supervision by a single court.

19 76. In the alternative, the Class may be certified because Defendant has acted
20 or refused to act on grounds generally applicable to the Class, thereby making
21 appropriate preliminary and final equitable relief with respect to each Class.

22 77. The requirements for maintaining a class action pursuant to Rule 23(b)(2)
23 are also met, as Defendant has acted or refused to act on grounds generally applicable
24 to the Class, thereby making appropriate final injunctive relief or corresponding
25 declaratory relief with respect to the Class as a whole.

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FIRST CAUSE OF ACTION

(Breach of Express Warranty, Cal. Com. Code § 2313)

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78. Plaintiff incorporates each and every allegation contained in the paragraphs above as if rewritten herein.

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79. Defendant made express warranties to Plaintiff and members of the Class that the Products they purchased contained fruit characterized by name on the Products' principal display panel.

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80. The express warranties made to Plaintiff and members of the Class appear on every Product label. This warranty regarding the nature of the Product marketed by Defendant specifically relates to the goods being purchased and became the basis of the bargain.

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81. Plaintiff and the Class purchased the Products in the belief that they conformed to the express warranties that were made on the Products' labels.

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82. Defendant breached the express warranties made to Plaintiff and members of the Class by failing to supply goods that conformed to the warranties it made. As a result, Plaintiff and members of the Class suffered injury and deserve to be compensated for the damages they suffered.

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83. Plaintiff and the members of the Class paid money for the Products. However, Plaintiff and the members of the Class did not obtain the full value of the advertised Products. If Plaintiff and other members of the Class had known of the true nature of the Products, they would not have purchased them or paid less for them. Accordingly, Plaintiff and members of the Class have suffered injury in fact and lost money or property as a result of Defendant's wrongful conduct.

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84. Plaintiff and the Class are therefore entitled to recover damages, punitive damages, equitable relief such as restitution and disgorgement of profits, and declaratory and injunctive relief.

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SECOND CAUSE OF ACTION
(“Unlawful” Business Practices in Violation of
The Unfair Competition Law (“UCL”), Bus. & Prof. Code §§ 17200, *et seq.*)

85. Plaintiff incorporates each and every allegation contained in the paragraphs above as if rewritten herein.

86. The UCL defines unfair business competition to include any “unlawful, unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading” advertising. Cal. Bus. Prof. Code § 17200.

87. A business act or practice is “unlawful” if it violates any established state or federal law.

88. Defendant’s acts, omissions, misrepresentations, practices, and/or non-disclosures concerning the Products alleged herein, constitute “unlawful” business acts and practices in that they violate the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 301, *et seq.* and its implementing regulations, including, at least, the following sections:

- a. 21 U.S.C. § 343(a), which deems food misbranded when its labeling contains a statement that is false or misleading in any particular;
- b. 21 C.F.R. § 102.5(a)-(d), which prohibits the naming of foods so as to create an erroneous impression about the presence or absence of ingredient(s) or component(s) therein;
- c. 21 CFR §101.22 pertaining to the labeling requirements when products do not contain their characterizing ingredients but instead are flavored;
- d. 21 U.S.C. §§ 331, 333, which prohibits the introduction of misbranded foods into interstate commerce.

1 89. Defendant’s identical conduct that violates FDCA § 403(a)(1), 21 U.S.C.
2 § 343(a)(1), which declares food misbranded under federal law if its “labeling is false
3 and misleading in any particular,” separately violates California's Sherman Food, Drug,
4 and Cosmetic Law. This identical conduct serves as the sole factual basis of each cause
5 of action brought by this Complaint, and Plaintiff does not seek to enforce any of the
6 state law claims to impose any standard of conduct that exceeds that which would
7 violate FDCA.

8 90. California's Sherman Food, Drug, and Cosmetic Law (“Sherman Law”),
9 Cal. Health & Safety Code § 109875 *et seq.*, broadly prohibits the misbranding of food.
10 Cal. Health & Safety Code § 110765; *See, also* Cal. Health & Safety Code § 110660
11 (“Any food is misbranded if its labeling is false or misleading in any particular.”). The
12 Sherman Law incorporates all food labeling regulations and any amendments to those
13 regulations adopted pursuant to the Food, Drug, and Cosmetic Act of 1938 as the food
14 labeling regulations of California. Cal. Health & Safety Code §§ 110100(a), 110665,
15 110670.

16 91. Defendant violated and continues to violate the Sherman Law, Article 6,
17 Section 110660 and hence has also violated and continues to violate the “unlawful”
18 prong of the UCL through the false labeling of its Product.

19 92. By committing the unlawful acts and practices alleged above, Defendant
20 has engaged, and continues to be engaged, in unlawful business practices within the
21 meaning of California Business and Professions Code §§ 17200, *et seq.*

22 93. Through its unlawful acts and practices, Defendant has obtained, and
23 continues to unfairly obtain, money from members of the Class. As such, Plaintiff
24 requests that this Court cause Defendant to restore this money to Plaintiff and all
25 members of the Class, to disgorge the profits Defendant made on these transactions,
26 and to enjoin Defendant from continuing to violate the Unfair Competition Law or
27 violating it in the same fashion in the future. Otherwise, the Class may be irreparably
28 harmed and denied an effective and complete remedy if such an order is not granted.

THIRD CAUSE OF ACTION

**(“Unfair” Business Practices in Violation of
The Unfair Competition Law (“UCL”), Bus. & Prof. Code §§ 17200, *et seq.*)**

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3 94. Plaintiff incorporates each and every allegation contained in the
4 paragraphs above as if rewritten herein.

5 95. The UCL defines unfair business competition to include any “unlawful,
6 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or
7 misleading” advertising. Cal. Bus. Prof. Code § 17200.

8 96. A business act or practice is “unfair” under the Unfair Competition Law if
9 the reasons, justifications and motives of the alleged wrongdoer are outweighed by the
10 gravity of the harm to the alleged victims.

11 97. Defendant has violated, and continues to violate, the “unfair” prong of the
12 UCL through its misleading description of the Products. The gravity of the harm to
13 members of the Class resulting from such unfair acts and practices outweighs any
14 conceivable reasons, justifications, or motives of Defendant for engaging in such
15 deceptive acts and practices. By committing the acts and practices alleged above,
16 Defendant had engaged, and continued to engage, in unfair business practices within
17 the meaning of California Business and Professions Code §§ 17200, *et seq.*

18 98. Through its unfair acts and practices, Defendant had obtained, and
19 continued to unfairly obtain, money from members of the Class. As such, Plaintiff has
20 been injured and requests that this Court cause Defendant to restore this money to
21 Plaintiff and the members of the Class, to disgorge the profits Defendant had made on
22 their Products, and to enjoin Defendant from continuing to violate the Unfair
23 Competition Law or violating it in the same fashion in the future. Otherwise, the Class
24 may be irreparably harmed and denied an effective and complete remedy if such an
25 Order is not granted.
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FOURTH CAUSE OF ACTION
(“Fraudulent” Business Practices in Violation of
The Unfair Competition Law (“UCL”), Bus. & Prof. Code §§ 17200, *et seq.*)

99. Plaintiff incorporates each and every allegation contained in the paragraphs above as if rewritten herein.

100. The UCL defines unfair business competition to include any “unlawful, unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading” advertising. Cal. Bus. & Prof. Code §17200.

101. A business act or practice is “fraudulent” under the Unfair Competition Law if it actually deceives or is likely to deceive members of the consuming public.

102. Defendant’s acts and practices of mislabeling their Products in a manner to suggest they principally contained their characterizing/named ingredient.

103. As a result of the conduct described above, Defendant has been, and will continue to be, unjustly enriched at the expense of Plaintiff and members of the proposed Class. Specifically, Defendant has been unjustly enriched by the profits they have obtained from Plaintiff and the Class from the purchases of their Products.

104. Through its fraudulent acts and practices, Defendant has improperly obtained, and continues to improperly obtain, money from members of the Class. As such, Plaintiff requests that this Court cause Defendant to restore this money to Plaintiff and the Class, to disgorge the profits Defendant has made, and to enjoin Defendant from continuing to violate the Unfair Competition Law or violating it in the same fashion in the future. Otherwise, the Class may be irreparably harmed and denied an effective and complete remedy if such an Order is not granted.

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FIFTH CAUSE OF ACTION
(False Advertising in Violation of
California Business & Professions Code §§ 17500, *et seq.*)

105. Plaintiff incorporates each and every allegation contained in the paragraphs above as if rewritten herein.

106. Defendant uses advertising and packaging to sell their Products. Defendant disseminates advertising regarding their Products which by its very nature is deceptive, untrue, or misleading within the meaning of California Business & Professions Code §§17500, *et seq.* because those advertising statements contained on the labels are misleading and likely to deceive, and continue to deceive, members of the putative Class and the general public.

107. In making and disseminating the statements alleged herein, Defendant knew or should have known that the statements were untrue or misleading, and acted in violation of California Business & Professions Code §§17500, *et seq.*

108. The misrepresentations and non-disclosures by Defendant of the material facts detailed above constitute false and misleading advertising and therefore constitute a violation of California Business & Professions Code §§17500, *et seq.*

109. Through its deceptive acts and practices, Defendant has improperly and illegally obtained money from Plaintiff and the members of the Class. As such, Plaintiff requests that this Court cause Defendant to restore this money to Plaintiff and the members of the Class, and to enjoin Defendant from continuing to violate California Business & Professions Code §§17500, *et seq.*, as discussed above. Otherwise, Plaintiff and those similarly situated will continue to be harmed by Defendant’s false and/or misleading advertising.

110. Pursuant to California Business & Professions Code §17535, Plaintiff seeks an Order of this Court ordering Defendant to fully disclose the true nature of their misrepresentations. Plaintiff additionally requests an Order: (1) requiring Defendant to disgorge their ill-gotten gains, (2) award full restitution of all monies wrongfully

1 acquired by Defendant and (3), interest and attorneys’ fees. Plaintiff and the Class may
2 be irreparably harmed and denied an effective and complete remedy if such an Order is
3 not granted.

4
5 **SIXTH CAUSE OF ACTION**

6 **(Violation of the Consumers Legal Remedies Act,
7 California Civil Code §§ 1750, *et seq.*)**

8 111. Plaintiff incorporates each and every allegation contained in the
9 paragraphs above as if rewritten herein.

10 112. This cause of action is brought pursuant to the Consumers Legal Remedies
11 Act, California Civil Code §§ 1750, *et seq.* (the “CLRA”).

12 113. Plaintiff and each member of the proposed Class are “consumers” within
13 the meaning of Civil Code § 1761(d).

14 114. The purchases of the Products by consumers constitute “transactions”
15 within the meaning of Civil Code § 1761(e) and the Products constitute “goods” within
16 the meaning of Civil Code § 1761(a).

17 115. Defendant has violated, and continues to violate, the CLRA in at least the
18 following respects:

- 19 a. § 1770(5) pertaining to misrepresentations regarding the
20 characteristics of goods sold—specifying that misleading
21 representations regarding ingredients violate the CLRA;
22 b. § 1770(7) pertaining to misrepresentations regarding the standard,
23 quality, or grade of goods sold; and
24 c. § 1770(9) pertaining to goods advertised with the intent not to
25 provide what is advertised.

26 116. Defendant knew, or should have known, that the labeling of their Products
27 violated consumer protection laws, and that these statements would be relied upon by
28 Plaintiff and the members of the Class.

1 117. The representations were made to Plaintiff and all members of the Class.
2 Plaintiff relied on the accuracy of the representations on Defendant’s labels which
3 formed a material basis for his decision to purchase the Products. Moreover, based on
4 the very materiality of Defendant’s misrepresentations uniformly made on or omitted
5 from their Product labels, reliance may be presumed or inferred for all members of the
6 Class.

7 118. Defendant carried out the scheme set forth in this Complaint willfully,
8 wantonly, and with reckless disregard for the interests of Plaintiff and the Class, and as
9 a result, Plaintiff and the Class have suffered an ascertainable loss of money or property.

10 119. Plaintiff and the members of the Class request that this Court enjoin
11 Defendant from continuing to engage in the unlawful and deceptive methods, acts and
12 practices alleged above, pursuant to California Civil Code §1780(a)(2). Unless
13 Defendant is permanently enjoined from continuing to engage in such violations of the
14 CLRA, future consumers of Defendant’s Products will be damaged by their acts and
15 practices in the same way as have Plaintiff and the members of the proposed Class.

16 120. In conjunction with the filing of this Complaint, Plaintiff served a CLRA
17 demand pursuant to Civil Code § 1782, via U.S. Certified Mail Return Receipt
18 notifying Defendant of the conduct described herein and that such conduct was in
19 violation of particular provisions of Civil Code § 1770. If Defendant fails to properly
20 address and resolve Plaintiff’s demand within thirty days of receipt, Plaintiff will
21 amend her Complaint to seek damages under Civil Code § 1780.

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SEVENTH CAUSE OF ACTION

(Restitution Based On Quasi-Contract/Unjust Enrichment)

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121. Plaintiff incorporates each and every allegation contained in the paragraphs above as if rewritten herein.

122. Defendant’s conduct in enticing Plaintiff and the Class to purchase its Products with false and misleading packaging is unlawful because the statements contained on the Defendant’s Product labels are untrue.

123. Defendant took monies from Plaintiff and the Class for these Products and have been unjustly enriched at the expense of Plaintiff and the Class as result of their unlawful conduct alleged herein, thereby creating a quasi-contractual obligation on Defendant to restore these ill-gotten gains to Plaintiff and the Class.

124. It is against equity and good conscience to permit Defendant to retain the ill-gotten benefits received from Plaintiff and Class members.

125. As a direct and proximate result of Defendant’s unjust enrichment, Plaintiff and the Class are entitled to restitution or restitutionary disgorgement in an amount to be proved at trial.

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PRAYER FOR RELIEF

THEREFORE, Plaintiff, on behalf of herself and on behalf of the other members of the Class and for the Counts so applicable on behalf of the general public request an award and relief as follows:

A. An order certifying that this action is properly brought and may be maintained as a class action, that Plaintiff be appointed Class Representative, and Plaintiff’s counsel be appointed Lead Counsel for the Class.

B. Restitution in such amount that Plaintiff and all members of the Class paid to purchase Defendant’s Product or restitutionary disgorgement of the profits Defendant obtained from those transactions, for Causes of Action for which they are available.

C. Compensatory damages for Causes of Action for which they are available.

D. Other statutory penalties for Causes of Action for which they are available.

E. Punitive Damages for Causes of Action for which they are available.

F. A declaration and Order enjoining Defendant from marketing and labeling its Product deceptively, in violation of laws and regulations as specified in this Complaint.

G. An Order awarding Plaintiff her costs of suit, including reasonable attorneys’ fees and pre and post judgment interest.

H. An Order requiring an accounting for, and imposition of, a constructive trust upon all monies received by Defendant as a result of the unfair, misleading, fraudulent and unlawful conduct alleged herein.

I. Such other and further relief as may be deemed necessary or appropriate.

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all causes of action or issues so triable.

DATED: June 12, 2023

Respectfully submitted,



Michael D. Braun
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Email: mdb@kuzykclassactions.com

Counsel for Plaintiff

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Better Booch Golden Pear Kombucha Contains No Pear, Class Action Alleges](#)
