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**ELECTRONICALLY FILED**  
 SUPERIOR COURT,  
 COUNTY OF LAKE  
 05/08/2026  
 Krista D. LeVier  
 By *[Signature]*  
 Melanie M. Smith, Deputy Clerk

*Counsel for Plaintiffs and the Proposed Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 LAKE COUNTY**

17  
 18 DAVID FORD and IVETTE ARCHILA, on  
 19 behalf of themselves, all others similarly  
 20 situated, and the general public,

21 Plaintiffs,

22 v.

23 ARIZONA BEVERAGES USA LLC,

24 Defendants.

Case No: CV428735

CLASS ACTION

**COMPLAINT FOR VIOLATIONS  
 OF THE CONSUMERS LEGAL  
 REMEDIES ACT, UNFAIR  
 COMPETITION LAW, FALSE  
 ADVERTISING LAW, AND  
 BREACHES OF EXPRESS AND  
 IMPLIED WARRANTIES**

DEMAND FOR JURY TRIAL

1 Plaintiffs David Ford and Ivette Archila, on behalf of themselves, all others similarly  
2 situated, and the general public, by and through their undersigned counsel, hereby bring this  
3 action against Defendant Arizona Beverages USA LLC (“Arizona”), and allege the following  
4 upon their own knowledge, or where they lack personal knowledge, upon information and  
5 belief, including the investigation of their counsel.

6 **INTRODUCTION**

7 1. This is a false advertising case about beverages labeled and sold as “natural”  
8 despite containing synthetic ingredients.

9 2. Arizona market and sell a range of beverage products. This action concerns two  
10 of those product lines: Arizona Tea (the “Teas”) and Arizona Fruit Juice Cocktails (the “Fruit  
11 Juices”). The Teas include Blueberry White Tea, Black & White Tea, Iced Tea with Lemon  
12 Flavor, Iced Tea with Peach Flavor, Real Brewed Sweet Tea, and Green Tea with Ginseng  
13 and Honey. The Fruit Juices include Fruit Punch, Mucho Mango, Watermelon, Kiwi  
14 Strawberry, and Pineapple Fruit Juice Cocktails (collectively, the “Products”).

15 3. Arizona uniformly represent that the Teas are “100% Natural” and the Fruit  
16 Juices are “All Natural.” Those representations are false and misleading, however, because  
17 the Products contain synthetic, non-natural ingredients, including at least one of the  
18 following: citric acid, ascorbic acid, malic acid, phosphoric acid, Vitamin E acetate, sodium  
19 selenite, ester gum, and/or high fructose corn syrup.

20 4. Plaintiffs bring this action on behalf of themselves and similarly situated  
21 consumers to stop Arizona’s deceptive “natural” labeling and to recover restitution and  
22 damages caused by that misconduct.

23 **JURISDICTION & VENUE**

24 5. The California Superior Court has jurisdiction over this matter as a result of  
25 defendant’s violations of the California Business and Professions Codes, California Civil  
26 Codes, and California common law principles.

1 6. This Court has jurisdiction pursuant to Article VI, Section 10 of the California  
2 Constitution, because this case is not a cause given by statute to other trial courts.

3 7. The aggregate monetary damages and restitution sought herein exceed the  
4 minimum jurisdictional limits for the Superior Court and will be established at trial, according  
5 to proof.

6 8. The California Superior Court also has jurisdiction in this matter because there  
7 is no federal question at issue, as the issues herein are based solely on California statutes and  
8 law.

9 9. The Court has personal jurisdiction over Arizona because it has purposely  
10 availed itself of the benefits and privileges of conducting business activities within California.

11 10. Venue is proper in Lake County because a substantial part of the events or  
12 omissions giving rise to the class claims occurred in Lake County.

13 **PARTIES**

14 11. Plaintiff David Ford is a California citizen as he resides and intends to continue  
15 to reside in Lake County, California.

16 12. Plaintiff Ivette Archila is an Idaho citizen as she resides and intends to continue  
17 to reside in Twin Falls County, Idaho.

18 13. Defendant Arizona Beverages USA LLC is a New York limited liability  
19 company with its principal place of business in Woodbury, New York.

20 **FACTS**

21 **I. ARIZONA MARKETS THE PRODUCTS AS NATURAL**

22 14. As a manufacturer of beverages sold throughout the United States, including in  
23 California, Arizona knows consumers will pay significantly more for products labeled as  
24 “natural,” and exploits that preference in marketing and pricing the Products. Recent  
25 consumer data shows “seventy-eight percent (78%) of consumers say they would pay more  
26 for products listed as all-natural, and taking it a step further, 56% would be willing to pay 10-  
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1 30% more and 33% are willing to spend 20-30% more for all-natural products.”<sup>1</sup> Consumers  
2 encountering the foregoing label statements expect products that are all natural, *i.e.* they  
3 consist only of natural ingredients and do not contain any of the foregoing synthetic, artificial,  
4 or industrially manufactured ingredients; this formed part of the basis of the bargain for  
5 consumers’ purchases.

6 15. Consumers have become increasingly concerned about the effects of synthetic  
7 and chemical ingredients in foods.<sup>2</sup> Companies like Arizona have capitalized on consumers’  
8 desire for purportedly “natural products.”

9 16. Reasonable consumers, including Plaintiffs and other Class Members, value  
10 natural products for important reasons, including the belief that they are safer and healthier  
11 than alternative products not represented as natural.

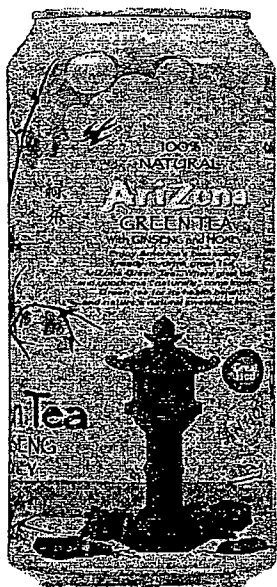
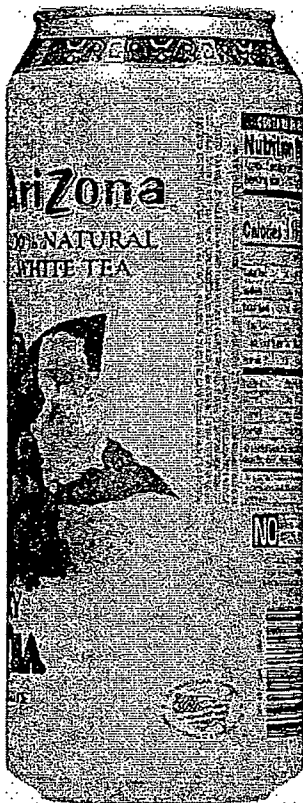
12 17. In light of the strong commercial advantage of doing so, Arizona intentionally  
13 markets the Products as “100% Natural” or “All Natural” to increase sales and command a  
14 price premium.

15 18. Below are exemplars of the Tea labels, each displaying promises that the product  
16 is “100% Natural.”

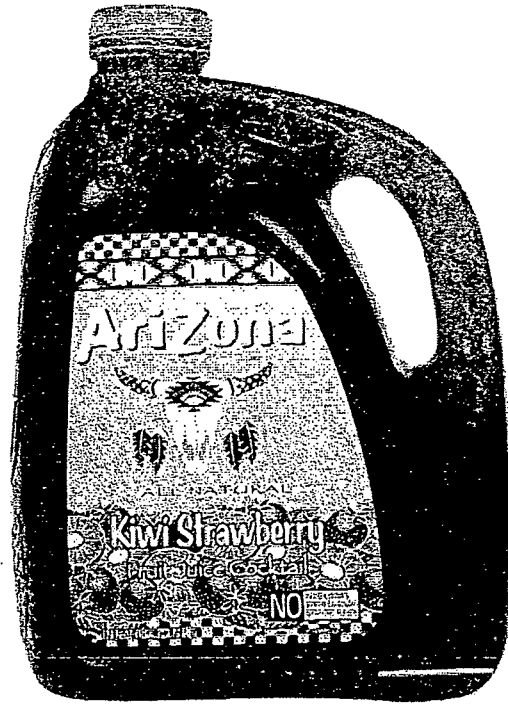
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25 <sup>1</sup> See Ingredion, “Maximize brand value by formulating to 2023 consumer food preferences,”  
26 available at <https://www.ingredion.com/na/en-us/be-whats-next/2023-consumer-food-preferencetrends.html>.

27 <sup>2</sup> Int’l Food Info. Council, 2023 Food & Health Survey (May 23, 2023), available at  
28 <https://ific.org/wp-content/uploads/2023/05/IFIC-2023-Food-Health-Report.pdf>.

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1 19. Below are exemplars of the Fruit Juice packaging, each displaying promises that  
2 the product is “All Natural.”  
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20. Each variety and flavor complained of herein bore identical, or substantially similar, labeling claims.

## II. THE PRODUCTS CONTAIN SYNTHETIC INGREDIENTS

21. Contrary to Arizona’s “All Natural” and “100% Natural” claims, the Products contain several ingredients that are not natural, but rather are commercially produced, synthetic ingredients. Each of these synthetic ingredients, instead of being natural, is created through industrial processing, fermentation, petrochemical synthesis, and/or chemical modification. These ingredients include at least citric acid, ascorbic acid, malic acid, phosphoric acid, Vitamin E acetate, sodium selenite, ester gum, and high fructose corn syrup (collectively, the “Synthetic Ingredients”).

22. Congress has defined “synthetic” to mean “a substance that is formulated or manufactured by a chemical process or by a process that chemically changes a substance

1 extracted from naturally occurring plants, animals, or mineral sources . . . .” 7 U.S.C. § 6502  
2 (21).

3 23. Below, the Complaint provides a high-level description of each Synthetic  
4 Ingredient and explains why it is not natural.

5 **A. Manufactured Citric Acid (“MCA”)**

6 24. Citric acid *can* be naturally found in citrus fruits. But synthetic versions, which  
7 are produced from a type of mold, are commonly added to foods, medicines, supplements,  
8 and cleaning agents. That is the case with the citric acid present in the Products. While  
9 generally recognized as safe, industrially manufactured citric acid is not “natural.” Instead, it  
10 is “a major industrial chemical, produced at >2 million t/year worldwide.”<sup>3</sup> In industry and  
11 domestic applications, MCA is a chelating and buffering agent in many cleaning products  
12 and a starting material for synthesizing citrate esters, itaconic acid, acetone dicarboxylic acid,  
13 and other compounds.<sup>4</sup>

14 **B. Manufactured Ascorbic Acid (“MAA”)**

15 25. Manufactured ascorbic acid is a synthetically produced version of natural  
16 Vitamin C that is used heavily in pharmaceuticals, food preservation, and supplements.

17 26. It is usually produced from glucose derived from corn (often GMO) via  
18 industrial processes (Reichstein Method), or through a more modern approach (Two-Step  
19 Method) using fermentation of microorganisms such as *Ketogulonicigenium vulgare*.<sup>5</sup>

20 27. MAA is not natural, despite its chemical similarity to vitamin C found in natural  
21 foods. MAA is typically produced in labs, often starting from glucose (fructose/corn syrup)  
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24 <sup>3</sup> Am. Chem. Soc., *Citric Acid* (Apr. 4, 2022), <https://www.acs.org/molecule-of-the-week/archive/c/citric-acid.html>.

25 <sup>4</sup> *Id.*

26 <sup>5</sup> Francesca Susa & Roberto Pisano, *Advances in Ascorbic Acid (Vitamin C) Manufacturing: Green Extraction Techniques from Natural Sources*, 11 PROCESSES 3167 (2023), <https://doi.org/10.3390/pr11113167>.  
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1 through chemical fermentation, rather than being extracted from fruits, meaning it lacks the  
2 bioflavonoids and nutrients present in whole-food sources.<sup>6</sup>

3 28. The final form of the MAA is white powder that contains no traces of fruits or  
4 vegetables, and instead, a synthesized compound that originally came from fruits/vegetables,  
5 after undergoing chemical processes.

6 **C. Manufactured Malic Acid (“MMA”)**

7 29. Manufactured malic acid, often labeled as E296, is a synthetic dicarboxylic acid  
8 produced primarily via the catalytic hydration of maleic anhydride or fumaric acid.<sup>7</sup> It acts as  
9 a widely used acidulant, flavoring agent, and pH control agent in food, beverages, cosmetics,  
10 and pharmaceuticals.<sup>8</sup>

11 30. MMA is primarily manufactured from petroleum-derived maleic anhydride or  
12 through biotechnological processes involving microbial fermentation of renewable  
13 substrates.<sup>9</sup>

14 31. MMA is not natural. It is typically produced through the chemical synthesis of  
15 petroleum-derived maleic anhydride (DL-malic acid). While malic acid exists naturally in  
16 fruits (L-malic acid), commercial, industrial-grade malic acid, like that used in the Products,  
17 is synthetic.<sup>10</sup>

18 **D. Manufactured Phosphoric Acid (“MPA”)**

19 32. Manufactured phosphoric acid is primarily produced via the “wet process,”  
20 where phosphate rock is treated with sulfuric acid, yielding phosphoric acid and calcium  
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22 <sup>6</sup> *Id.*

23 <sup>7</sup> R.M. Zelle et al., *Malic Acid Production by Saccharomyces cerevisiae: Engineering of*  
24 *Pyruvate Carboxylation, Oxaloacetate Reduction, and Malate Export*, 74 APPLIED &  
25 ENVIRONMENTAL MICROBIOLOGY 2766 (2008), <https://doi.org/10.1128/AEM.02591-07>

26 <sup>8</sup> *Id.*

27 <sup>9</sup> *Id.*

28 <sup>10</sup> Aline Kövilein et al., *Malic Acid Production from Renewables: A Review*, 95 J. CHEM.  
TECH. & BIOTECHNOL. 513 (2020), <https://doi.org/10.1002/jctb.6269>

1 sulfate (gypsum) as a byproduct. Over 85% of MPA is used for fertilizers (DAP/MAP), with  
2 about 15% used in food, detergents, and industrial applications.<sup>11</sup>

3 33. MPA is not natural. Rather, it is an inorganic, synthetic compound produced by  
4 the wet process, as described above, or by thermal reduction. Although derived from naturally  
5 occurring mineral phosphorus, it is processed into a synthetic liquid or solid form used as an  
6 acidulant in food (like colas) and fertilizers.<sup>12</sup>

7 **E. Synthetic Vitamin E Acetate (“Synthetic Vitamin E”)**

8 34. Synthetic Vitamin E is widely used in beverages to fortify nutritional content  
9 and enhance shelf life due to its high oxidative stability. It is commonly added to sports  
10 drinks, fruit juices, functional waters, and dairy products to prevent degradation. Water-  
11 soluble forms are often used to maintain beverage clarity.

12 35. While natural Vitamin E is a single, specific isomer found in plants, Synthetic  
13 Vitamin E is a mixture of eight different isomers produced through chemical synthesis, often  
14 from petrochemical sources.<sup>13</sup>

15 **F. Sodium Selenite**

16 36. Sodium Selenite is an inorganic, colorless to white crystalline solid (or pink  
17 pentahydrate) commonly used as a nutritional selenium supplement, in glass manufacturing,  
18 and in biological research.<sup>14</sup>

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23 <sup>11</sup> See Dep’t of Climate Change, Energy, the Env’t & Water (Austl.), *Phosphoric Acid Fact*  
24 *Sheet*, <https://www.dcceew.gov.au/environment/protection/npi/substances/factsheets/phosphoric-acid>.

25 <sup>12</sup> *Id.*

26 <sup>13</sup> See Office of Dietary Supplements, Nat’l Insts. of Health, *Vitamin E Fact Sheet for Health*  
27 *Professionals*, <https://ods.od.nih.gov/factsheets/VitaminE-HealthProfessional>.

28 <sup>14</sup> See Macs Chem, *Sodium Selenite (CAS No. 10102-18-8)*, <https://www.macschem.us/lab-other-analytical-reagents/sodium-selenite-26628-22-8>.

1 37. It is manufactured by reacting selenium dioxide with sodium hydroxide and is a  
2 synthetic, inorganic compound.<sup>15</sup>

3 **G. Ester Gum**

4 38. Ester gum is a food additive created through the chemical synthesis  
5 (esterification) of natural pine wood rosin and glycerol. While its raw materials are plant-  
6 derived, the resulting substance is a modified, synthetic resin rather than a natural,  
7 unprocessed product, as it requires chemical refining and modification.<sup>16</sup>

8 **H. High Fructose Corn Syrup (“HFCS”)**

9 39. High fructose corn syrup is a synthetic compound “that is made from corn . . .  
10 using chemicals (caustic soda, hydrochloric acid) and enzymes ( $\alpha$ -amylase and  
11 glucoamylase) to hydrolyze corn starch to corn syrup containing mostly glucose and a third  
12 enzyme (glucose isomerase) to isomerize glucose in corn syrup to fructose to yield HFCS  
13 products.<sup>17</sup>

14 40. HFCS is a highly processed sweetener that is not naturally occurring in foods  
15 and is produced through a multi-step industrial process involving the enzymatic conversion  
16 of corn-derived glucose into fructose. *See* 21 C.F.R. § 184.1866 (defining high fructose corn  
17 syrup as produced through enzymatic conversion processes).

18 41. The U.S. Food and Drug Administration (“FDA”) has expressed concern  
19 regarding the use of the term “natural” in connection with HFCS. In correspondence to the  
20 Corn Refiners Association, FDA explained that it would object to the use of the term “natural”  
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24 <sup>15</sup> Am. Chem. Soc., *Sodium Selenite* (Sept. 27, 2021), <https://www.acs.org/molecule-of-the-week/archive/s/sodium-selenite.html>

25 <sup>16</sup> *See* James Han, *What Is Glycerol Ester of Wood Rosin (E445) in Food?*, FoodAdditives.net,  
26 <https://foodadditives.net/emulsifiers/glycerol-ester-of-wood-rosin/> (last visited Apr. 23,  
27 2026).

28 <sup>17</sup> Kay Parker, et al., *High Fructose Corn Syrup: Production, Uses and Public Health Concerns*, 5 BIOTECHNOLOGY AND MOLECULAR BIOLOGY REV. 71, 71 (2010).

1 where a food ingredient is produced using or contains synthetic substances or processing aids  
2 that are inconsistent with FDA's "natural" policy.<sup>18</sup>

3 42. HFCS is not a substance that occurs in nature, but rather is the result of  
4 significant human intervention and industrial processing.

5 \* \* \*

6 43. These ingredients are not natural, as represented on the label, because they are  
7 manufactured through industrial chemical processes and are not present in their natural form  
8 in foods, *i.e.*, they are synthetic.

9 44. Although the Products' disclose the presence of these ingredients by name,  
10 consumers lack the meaningful ability to test or independently ascertain or verify whether  
11 these (or any other) ingredient is natural, especially at the point of sale. That is, consumers  
12 would not know the true nature of the ingredients merely by reading the ingredients label.  
13 This is because the ingredient list does not disclose the manufacturing process for each  
14 ingredient. Rather, it takes dedicated research into the scientific, manufacturing, and  
15 regulatory literature to ascertain the manufacturing process for each ingredient, and thereby  
16 ascertain whether the ingredient is synthetic.

17 45. Moreover, the reasonable consumer is not expected or required to scour the  
18 ingredients list on the back of the Products to confirm or debunk the prominent "natural"  
19 claims and representations on the rest of the label.

### 20 **III. THE PRODUCTS VIOLATE CALIFORNIA & FEDERAL LAW**

21 46. The Products' labeling violates California Health and Safety Code § 110670,  
22 which states "[a]ny food is misbranded if its labeling does not conform with the requirements  
23 for nutrient content or health claims as set forth in Section 403(r) (21 U.S.C. Sec. 343(r)) of  
24 the federal act and the regulations adopted pursuant thereto."

25 \_\_\_\_\_  
26 <sup>18</sup> See Letter from Geraldine A. June, FDA, to Audrae Erickson, Corn Refiners Association  
27 (July 3, 2008); see also Lorraine Heller, *HFCS Is Not "Natural," Says FDA*, BeverageDaily  
28 (Apr. 2, 2008), at <https://www.beveragedaily.com/Article/2008/04/02/hfcs-is-not-natural-says-fda>.

1 47. First, the challenged claims are false and misleading for the reasons described  
2 herein. Under 21 U.S.C. § 343(a), any food is misbranded where its “label is false or  
3 misleading in any particular.”

4 48. Second, despite making the challenged claims, the Arizona Defendants “fail[ed]  
5 to reveal facts that are material in light of other representations made or suggested by the  
6 statement[s], word[s], design[s], device[s], or any combination thereof,” in violation of 21  
7 C.F.R. § 1.21(a)(1).

8 **IV. PLAINTIFFS’ PURCHASE, RELIANCE, AND INJURY**

9 49. For at least the past four years, Plaintiff David Ford has regularly purchased the  
10 Products, including Green Tea with Ginseng and Honey and, among the Fruit Juice line,  
11 Watermelon, Mucho Mango, and Fruit Punch, from gas stations and a Safeway store in  
12 Clearlake, California.

13 50. In deciding to purchase the Products, Mr. Ford read and relied on Arizona’s “All  
14 Natural” and “100% Natural” representations to mean that the Products contained no  
15 synthetic ingredients.

16 51. For at least the past four years, Plaintiff Ivette Archila has regularly purchased  
17 the Products, including Iced Tea with Lemon Flavor, Sweet Tea, Green Tea with Ginseng  
18 and Honey, and, among the Fruit Juice line, Fruit Punch, Mucho Mango, and Kiwi  
19 Strawberry, from a Walmart store in South Gate, California and from gas stations throughout  
20 the Los Angeles area.

21 52. In deciding to purchase the Products, Ms. Archila read and relied on the claims  
22 of “All Natural” and “100% Natural” to mean the Products did not contain synthetic  
23 ingredient.

24 53. Plaintiffs are not nutritionists, food experts, or food scientists, but rather lay  
25 consumers who do not have any specialized knowledge.

1 54. Plaintiffs acted reasonably in relying on the label claims, which Arizona  
2 intentionally placed on the Products' packaging intending to induce consumers into  
3 purchasing the Products.

4 55. Plaintiffs would not have purchased the Products if they knew the "100%  
5 Natural" and "All Natural" label claims were false and misleading in that the Products are  
6 not natural, but instead contain industrially manufactured, synthetic ingredients.

7 56. The Products cost more than similar products without misleading "100%  
8 Natural" and "All Natural" labeling and would have cost less absent Arizona's false and  
9 misleading statements.

10 57. Through the misleading labeling claims, Arizona was able to gain a greater share  
11 of the flavored beverage and iced tea market than it would have otherwise and increased the  
12 size of the market.

13 58. Plaintiffs paid more for the Products, and would only have been willing to pay  
14 less, or unwilling to purchase them at all absent the false and misleading labeling complained  
15 of herein.

16 59. Plaintiffs would not have purchased the Products if they had known they were  
17 being sold in violation of state and federal law, which prohibit labeling or advertising that is  
18 false and misleading.

19 60. For these reasons, the Products were worth less than what Plaintiffs and the Class  
20 paid for them.

21 61. Plaintiffs and other Class Members lost money because of Arizona's deceptive  
22 claims and practices in that they did not receive what they paid for when purchasing the  
23 Products.

24 **CLASS ACTION ALLEGATIONS**

25 62. "[W]hen the question is one of a common or general interest, of many persons,  
26 or when the parties are numerous, and it is impracticable to bring them all before the court,  
27 one or more may sue or defend for the benefit of all." Cal. Code. Civ. Proc. § 382.

1           63. While reserving the right to redefine or amend the class definition prior to or as  
2 a motion seeking class certification, pursuant to Section 382, Plaintiffs seek to represent a  
3 class of all persons in California who, at any time from four years preceding the date of the  
4 filing of this Complaint to the time a class is notified (the "Class Period") purchased, for  
5 personal or household use, and not for resale or distribution, any of the Products (the "Class").

6           64. Excluded from the Class are: (a) Arizona, its officers, directors, and employees;  
7 affiliates and affiliates' officers, directors, and employees; (b) Plaintiffs' counsel; (c) judicial  
8 officers and their immediate family members and associated court staff assigned to this case;  
9 and (d) persons or entities who or which timely and properly exclude themselves from the  
10 Class.

11           65. The Members in the proposed Class are so numerous that individual joinder of  
12 all Members is impracticable, and the disposition of the claims of all Class Members in a  
13 single action will provide substantial benefits to the parties and Court.

14           66. There is a well-defined community of interest in the common questions of law  
15 and fact affecting Class Members. The questions of law and fact common to Class Members  
16 predominate over questions affecting only individual Class Members, and include without  
17 limitation:

18           a. whether Arizona communicated a message through their packaging and  
19 advertising that the Products were "100% Natural" or "All Natural";

20           b. whether the messages were material, or likely to be material, to a  
21 reasonable consumer;

22           c. whether the messages are false, misleading, or reasonably likely to  
23 deceive a reasonable consumer;

24           d. whether the Products contained the Challenged Ingredients;

25           e. whether food products with the Challenged Ingredients are, in fact, 100%  
26 natural or all natural;

27           f. whether Arizona's conduct violates public policy;  
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- 1 g. whether Arizona's conduct violates state or federal regulations;
- 2 h. the proper amount of damages, including punitive damages;
- 3 i. the proper amount of restitution;
- 4 j. the proper scope of injunctive relief; and
- 5 k. the proper amount of attorneys' fees.

6 67. These common questions of law and fact predominate over questions that affect  
7 only individual Class Members.

8 68. Plaintiffs' claims are typical of Class Members' claims because they are based  
9 on the same underlying facts, events, and circumstances relating to Arizona's conduct.  
10 Specifically, all Class Members, including Plaintiffs, were subjected to the same misleading  
11 and deceptive conduct when they purchased the Products and suffered economic injury  
12 because the Products are misrepresented. Absent Arizona's business practice of deceptively  
13 and unlawfully labeling the Products, Plaintiffs and other Class Members would not have  
14 purchased them or would have paid less for them.

15 69. Plaintiffs will fairly and adequately represent and protect the interests of the  
16 Class, have no interests incompatible with the interests of the Class, and have retained counsel  
17 competent and experienced in class action litigation, and specifically in litigation involving  
18 the false and misleading advertising of foods and beverages.

19 70. A class action is superior to any other available means for the fair and efficient  
20 adjudication of this controversy, and no unusual difficulties are likely to be encountered in  
21 the management of this matter as a class action. The damages, harm, or other financial  
22 detriment suffered individually by Plaintiff and the other Class Members are relatively small  
23 compared to the burden and expense that would be required to litigate their claims on an  
24 individual basis against Arizona, making it impracticable for Class Members to individually  
25 seek redress for Defendant's wrongful conduct. Even if Class Members could afford  
26 individual litigation, the court system should not be forced to shoulder such inefficiency.  
27 Individualized litigation would create a potential for inconsistent or contradictory judgments  
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1 and increase the delay and expense to all parties and the court system. By contrast, the class  
2 action device presents far fewer management difficulties, providing the benefits of single  
3 adjudication, economies of scale, and comprehensive supervision by a single court.

4 71. Defendants have acted on grounds applicable to the Class, thereby making  
5 appropriate final injunctive and declaratory relief concerning the Class as a whole.

6 72. As a result of the foregoing, class treatment is appropriate under California Code  
7 of Civil Procedure section 382.

8 **CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**

10 **Violations of the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.***

11 73. Plaintiffs reallege and incorporate the allegations elsewhere in the Complaint as  
12 if set forth fully herein.

13 74. The UCL prohibits any “unlawful, unfair or fraudulent business act or practice.”  
14 Cal. Bus. & Prof. Code § 17200.

15 75. The acts, omissions, misrepresentations, practices, and non-disclosures of the  
16 Arizona Defendants as alleged herein constitute business acts and practices.

17 **Fraudulent**

18 76. A statement or practice is fraudulent under the UCL if it is likely to deceive a  
19 significant portion of the public, applying an objective reasonable consumer test.

20 77. As set forth herein, Arizona’s “All Natural” and “100% Natural” labeling claims  
21 for the Products are likely to deceive reasonable consumers and the public.

22 **Unlawful**

23 78. The acts alleged herein are “unlawful” under the UCL in that they violate at least  
24 the following laws:

- 25 • The False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.*;
- 26 • The Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 301 *et seq.*;
- 27 • The Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*; and

1 • The California Sherman Food, Drug, and Cosmetic Law, Cal. Health & Safety  
2 Code §§ 110100 et seq.

3 79. By violating these laws, Arizona has engaged in unlawful business acts and  
4 practices, which constitute unfair competition within the meaning of Business & Professions  
5 Code § 17200.

6 **Unfair**

7 80. Arizona's conduct with respect to the labeling, advertising, and sale of the  
8 Products was unfair because it was immoral, unethical, unscrupulous, or substantially  
9 injurious to consumers, and the utility of the conduct, if any, did and does not outweigh the  
10 gravity of the harm to its victims.

11 81. Arizona's conduct with respect to the labeling, advertising, and sale of the  
12 Products was and is also unfair because it violates public policy as declared by specific  
13 constitutional, statutory or regulatory provisions, including but not necessarily limited to the  
14 False Advertising Law, portions of the Federal Food, Drug, and Cosmetic Act, and portions  
15 of the California Sherman Food, Drug, and Cosmetic Law.

16 82. Arizona's conduct with respect to the labeling, advertising, and sale of the  
17 Products was and is also unfair because the consumer injury was substantial, not outweighed  
18 by benefits to consumers or competition, and not one consumers themselves could reasonably  
19 have avoided. Specifically, the increase in profits obtained by Arizona through the misleading  
20 labeling does not outweigh the harm to Class Members who were deceived into purchasing  
21 the Products believing they contained only natural ingredients.

22 83. Arizona profited from the sale of the falsely, deceptively, and unlawfully  
23 advertised Products to unwary consumers.

24 84. Plaintiffs and Class Members are likely to continue to be damaged by Arizona's  
25 deceptive trade practices, because they continue to disseminate misleading information. Thus,  
26 injunctive relief enjoining the Arizona's deceptive practices is proper.

1 85. Arizona's conduct caused and continues to cause substantial injury to Plaintiffs  
2 and other Class Members. Plaintiffs have suffered injury in fact as a result of Arizona's  
3 unlawful conduct.

4 86. In accordance with Bus. & Prof. Code § 17203, Plaintiffs seek an order enjoining  
5 Arizona from continuing to conduct business through unlawful, unfair, and/or fraudulent acts  
6 and practices.

7 87. Plaintiffs and the Class also seek an order for the restitution of all monies from  
8 the sale of the Products, which were unjustly acquired through acts of unlawful competition.

9 **SECOND CAUSE OF ACTION**

10 **Violations of the False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.***

11 88. Plaintiffs reallege and incorporate the allegations elsewhere in the Complaint as  
12 if set forth fully herein.

13 89. The FAL provides that "[i]t is unlawful for any person, firm, corporation or  
14 association, or any employee thereof with intent directly or indirectly to dispose of real or  
15 personal property or to perform services" to disseminate any statement "which is untrue or  
16 misleading, and which is known, or which by the exercise of reasonable care should be  
17 known, to be untrue or misleading." Cal. Bus. & Prof. Code § 17500.

18 90. It is also unlawful under the FAL to disseminate statements concerning property  
19 or services that are "untrue or misleading, and which is known, or which by the exercise of  
20 reasonable care should be known, to be untrue or misleading." *Id.*

21 91. As alleged herein, the labeling, policies, acts, and practices of Arizona relating  
22 to the Products misled consumers acting reasonably to believe they are comprised solely of  
23 natural ingredients, and not made through chemical synthesis of inorganic additives.

24 92. Plaintiffs suffered injury in fact as a result of Arizona's actions as set forth herein  
25 because Plaintiffs purchased the Products in reliance on Arizona's false and misleading  
26 marketing claim that the Products were "100% Natural."

1 93. Arizona's business practices as alleged herein constitute unfair, deceptive,  
2 untrue, and misleading advertising pursuant to the FAL because they marketed the Products  
3 in a manner that is untrue and misleading, which Arizona knew or reasonably should have  
4 known.

5 94. Arizona profited from the sale of the falsely and deceptively marketed Products  
6 to unwary consumers.

7 95. As a result, Plaintiffs, the Class, and the general public are entitled to injunctive  
8 and equitable relief, restitution, and an order for the disgorgement of the funds by which  
9 Arizona was unjustly enriched.

10 96. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiffs, on behalf of themselves  
11 and the Class, seeks an order enjoining Arizona from continuing to engage in deceptive  
12 business practices, false advertising, and any other act prohibited by law, including those set  
13 forth in this Complaint.

14 **THIRD CAUSE OF ACTION**

15 **Violations of the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.***

16 97. Plaintiffs reallege and incorporate the allegations elsewhere in the Complaint as  
17 if set forth fully herein.

18 98. The California Consumers Legal Remedies Act ("CLRA") prohibits deceptive  
19 practices in connection with the conduct of a business that provides goods, property, or  
20 services primarily for personal, family, or household purposes.

21 99. Arizona's false and misleading labeling and other policies, acts, and practices  
22 were designed to, and did, induce the purchase of the Products for personal, family, or  
23 household use by Plaintiffs and other Class Members, and violated and continues to violate  
24 the following sections of the CLRA:

- 25 a. § 1770(a)(5): representing that goods have characteristics, uses, or  
26 benefits which they do not have;
- 27  
28

1           b.     § 1770(a)(7): representing that goods are of a particular standard, quality,  
2 or grade if they are of another;

3           c.     § 1770(a)(9): advertising goods with intent not to sell them as advertised;  
4 and

5           d.     § 1770(a)(16): representing the subject of a transaction has been supplied  
6 in accordance with a previous representation when it has not.

7           100. Arizona profited from the sale of the falsely, deceptively, and unlawfully  
8 advertised Products to unwary consumers.

9           101. Arizona's wrongful business practices constituted, and constitute, a continuing  
10 course of conduct in violation of the CLRA.

11           102. Pursuant to California Civil Code § 1782, more than 30 days before filing this  
12 lawsuit, Plaintiffs sent Arizona by certified mail, return receipt requested, written notice of  
13 their claims and of Arizona's particular violations of the Act, but Arizona has failed to  
14 implement remedial measures.

15           103. As a result, Plaintiffs and the Class have suffered harm, and therefore seek actual  
16 damages resulting from purchases of the Products sold during the Class Period to all Class  
17 Members; punitive damages; injunctive relief in the form of modified advertising and a  
18 corrective advertising plan; restitution; and attorneys' fees and costs. *See* Cal. Civ. Code §  
19 1782(d).

20           104. In compliance with Cal. Civ. Code § 1780(d), an affidavit of venue is filed  
21 concurrently herewith.

22                                   **FOURTH CAUSE OF ACTION**

23                                   **Breaches of Express Warranties, Cal. Com. Code § 2313(1)**

24           105. Plaintiffs reallege and incorporate the allegations elsewhere in the Complaint as  
25 if set forth fully herein.

1 106. Through the Products' labeling, Arizona made affirmations of fact or promises,  
2 or description of goods, that, inter alia, the Products are 100% natural, and do not contain any  
3 artificial or synthetically produced ingredients.

4 107. These representations were part of the basis of the bargain in that Plaintiffs and  
5 the Class purchased the Products in reasonable reliance on those statements. Cal. Com. Code  
6 § 2313(1).

7 108. Arizona breached its express warranty by selling Products that, for the reasons  
8 described herein, do not meet the above affirmations, promises, and product descriptions.

9 109. That breach actually and proximately caused injury in the form of the lost  
10 purchase price that Plaintiffs and other Class Members paid for the Products.

11 110. As a result, Plaintiffs seek on behalf of themselves and other Class Members,  
12 actual damages arising as a result of Arizona's breaches of express warranties, including,  
13 without limitation, expectation damages.

14 **FIFTH CAUSE OF ACTION**

15 **Breaches of Implied Warranty of Merchantability, Cal. Com. Code § 2314**

16 111. Plaintiffs reallege and incorporate the allegations elsewhere in the Complaint as  
17 if set forth fully herein.

18 112. Arizona, through its acts set forth herein, in the sale, marketing, and promotion  
19 of the Products, made representations, that, inter alia, the Products are 100% natural, and do  
20 not contain any artificial or synthetically produced ingredients.

21 113. A "warranty that the goods shall be merchantable is implied in a contract for  
22 their sale if the seller is a merchant with respect to goods of that kind." Cal. Com. Code §  
23 2314(1). Arizona is a merchant with respect to the goods of this kind which were sold to  
24 Plaintiffs and the Class, and there was, in the sale to Plaintiffs and the Class, implied  
25 warranties that those goods were merchantable.

26 114. In order for goods to be "merchantable," they must "[c]onform to the promises  
27 or affirmations of fact made on the container or label." Cal. Com. Code § 2314(2)(f).

1 115. Arizona breached that warranty of merchantability because, for the reasons  
2 discussed herein, the Products are not 100% natural, but rather contain artificial or  
3 synthetically produced ingredients, including at least ingredients like ascorbic acid, malic  
4 acid, phosphoric acid, citric acid, high fructose corn syrup, sodium selenite, and ester gum.  
5 Thus, the Products are not merchantable in that they do not conform to the promises and/or  
6 affirmations of fact made on the labels.

7 116. As an actual and proximate result of Arizona's conduct, Plaintiffs and other  
8 Class Members did not receive goods as impliedly warranted by Arizona to be merchantable  
9 in that they did not conform to promises and affirmations made on the container or label of  
10 the goods.

11 117. As a result, Plaintiffs seek actual damages, including, without limitation,  
12 expectation damages.

13 **PRAYER FOR RELIEF**

14 118. Wherefore, Plaintiffs, on behalf of themselves, all others similarly situated, and  
15 the general public, pray for judgment against Arizona as to each and every cause of action,  
16 and the following remedies:

- 17 a. An Order declaring this action to be a proper class action, appointing  
18 Plaintiffs as Class Representatives, and appointing Plaintiffs' undersigned counsel as  
19 Class Counsel;
- 20 b. An Order requiring Arizona to bear the cost of Class Notice;
- 21 c. An Order compelling Arizona to destroy all misleading and deceptive  
22 marketing materials and product labels, and to recall all offending Products;
- 23 d. An Order compelling Arizona to cease its unfair business practices;
- 24 e. An Order requiring Arizona to disgorge all monies obtained by means of  
25 any wrongful act or practice;
- 26  
27  
28

1 f. An Order requiring Arizona to pay restitution to restore all funds acquired  
2 by means of any act or practice declared by this Court to be an unlawful or unfair  
3 business act or practice, plus pre-and post-judgment interest thereon;

4 g. An Order requiring Arizona to pay compensatory damages and punitive  
5 damages as permitted by law;

6 h. An award of attorneys' fees and costs; and

7 i. Any other and further relief that the Court deems necessary, just, or  
8 proper.

9 **JURY DEMAND**

10 119. Plaintiffs hereby demand a trial by jury on all issues so triable.

11 Dated: May 8, 2026

12 /s/ Trevor Flynn

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