

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

SAMANTHA JONES, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

THE HAIN CELESTIAL GROUP, INC.,

Defendant.

Case No. \_\_\_\_\_

St. Louis County Circuit Court No. 26SL-  
CC02338

**JURY TRIAL DEMANDED**

**NOTICE OF REMOVAL**

Defendant The Hain Celestial Group, Inc. (“Hain Celestial”) hereby removes this action from the Circuit Court for the County of St. Louis, Twenty-First Judicial Circuit, State of Missouri, to the United States District Court for the Eastern District of Missouri, Eastern Division. Removal is proper under the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332(d), because this case is a class action in which the putative class exceeds 100 members, at least one plaintiff is diverse from at least one defendant, and the amount in controversy exceeds \$5 million.

**FACTUAL BACKGROUND AND STATE COURT PROCEEDINGS**

1. Plaintiff filed this lawsuit in the Circuit Court of the County of St. Louis, Missouri on March 10, 2026. *See* Petition, included in Ex. 2 (“Pet.”). Plaintiff served the Summons and Petition on Hain Celestial’s registered agent on April 24, 2026. *See* Ex. 2.

2. Pursuant to 28 U.S.C § 1446(a), a true and correct copy of the state court case file is attached and incorporated by reference. The state court docket sheet is attached as Exhibit 1, and the Summons, Petition and all other documents in the state court case file are attached as Exhibit 2.

3. Plaintiff alleges that Hain Celestial mislabels certain products sold under the Sensible Portions brand (the “Products”) by labeling them with the phrase “No Artificial Flavors or Preservatives.” Pet. ¶ 1. Plaintiff alleges that this representation is false because the Products contain citric acid, which Plaintiff characterizes as “a well-known artificial preservative in food.” *Id.*; *see also id.* ¶ 2 (“Because of the presence of citric acid which functions as a preservative in the Products, the claim ‘No Artificial . . . Preservatives’ is false.”) (ellipsis in original).

4. Plaintiff alleges that, had she “known that the False Claims were false,” she “would not have purchased the Products or would not have paid as much for the Products.” *Id.* ¶ 73. In other words, she alleges that she “was damaged in the amount of the difference between the cost paid for the Product as represented . . . and the actual value of the Products to consumers seeking products without artificial preservatives or flavors.” *Id.* ¶ 92.

5. Based on these allegations, Plaintiff asserts claims against Hain Celestial for breach of warranty, breach of implied contract, unjust enrichment, and violation of the MMPA [Missouri Merchandising Practices Act, Mo. Rev. Stat. §§ 407.020 *et seq.*]. *See* Pet. ¶¶ 99–135. Plaintiff purports to assert this claim on behalf of a putative class of “[a]ll persons who purchased the Products in the State of Missouri.” *Id.* ¶ 16. She defines the “Class Period” applicable to her claims as the five years preceding the filing of the Petition (*i.e.*, March 10, 2021 through March 10, 2026). *See id.*

6. Plaintiff seeks “compensatory damages and attorneys’ fees, and such further relief as the Court deems just.” Prayer for Relief. She specifically alleges that she and other class members are “entitled to restitution of *all* funds improperly obtained by Defendants.” Pet. ¶ 134 (emphasis added).

**REMOVAL IS PROPER UNDER 28 U.S.C. § 1332(d)**

7. CAFA provides that federal courts have original jurisdiction over class actions in which (i) any plaintiff is diverse from any defendant, (ii) there are at least 100 members in the putative class, and (iii) the amount in controversy exceeds \$5 million, exclusive of interest and costs. 28 U.S.C. § 1332(d). “There is no presumption against federal jurisdiction in class action cases” under CAFA. *Brunts v. Walmart, Inc.*, 68 F.4th 1091, 1094 (8th Cir. 2023). Under 28 U.S.C. § 1441(a), any such action may be removed to the district court for the district and division embracing the place where the action is pending.

**The Parties Are Sufficiently Numerous**

8. Plaintiff alleges that “the Class includes at least tens-of-thousands of individuals . . . making their individual joinder impracticable.” Pet. ¶ 17. Moreover, retail scan data obtained from Circana confirms that Hain Celestial sold millions of units of the Products in Missouri during the putative class period, which supports a reasonable inference that the class includes at least 100 class members. That satisfies CAFA’s numerosity requirement. *See* 28 U.S.C. § 1332(d)(5)(B).

**The Parties Are Minimally Diverse**

9. CAFA permits removal so long as any plaintiff is diverse from any defendant. 28 U.S.C. § 1332(d)(2)(a). In other words, CAFA requires only “minimal diversity,” rather than complete diversity. *Plubell v. Merck & Co.*, 434 F.3d 1070, 1071 (8th Cir. 2006).

10. Plaintiff alleges that she is a “citizen and resident of St. Louis County, Missouri.” Pet. ¶ 9.

11. Hain Celestial is a corporation that is organized under Delaware law and headquartered in Hoboken, New Jersey.

12. Accordingly, CAFA’s minimal diversity requirement is satisfied in this action because Plaintiff is a citizen of Missouri, while Hain Celestial is a citizen of Delaware and New Jersey. *See* 28 U.S.C. § 1332(c)(1) (providing that a corporation is a “citizen of any State by which it has been incorporated and of the State . . . where it has its principal place of business”).

**There Is At Least \$5,000,000 In Controversy**

13. “[W]hen determining the amount in controversy, the question is not whether the damages are greater than the requisite amount, but whether a fact finder might legally conclude that they are.” *Raskas v. Johnson & Johnson*, 719 F.3d 884, 887 (8th Cir. 2013) (citation and internal quotation marks omitted); *see also Kopp v. Kopp*, 280 F.3d 883, 885 (8th Cir. 2002) (same); *Zunamon v. Brown*, 418 F.2d 883, 887 (8th Cir. 1969) (“Jurisdiction is measured by the amount properly pleaded as of the time of the suit, not by the end result.”).

14. “A court determines the amount in controversy by aggregating the claims of all proposed class members.” *Harrington Enters., Inc. v. Safety-Kleen Sys., Inc.*, 42 F. Supp. 3d 1197, 1199 (W.D. Mo. 2013); *see also* 28 U.S.C. § 1332(d)(6); *Std. Fire Ins. Co. v. Knowles*, 568 U.S. 588, 592 (2013) (directing courts to assess the amount in controversy by “adding up the value of the claim of each person who falls within the definition of the proposed class”). “Once the proponent of federal jurisdiction has explained plausibly how the stakes exceed \$5 million . . . then the case belongs in federal court unless it is legally impossible for the plaintiff to recover that much.” *Raskas*, 719 F.3d at 888; *see also Pirozzi v. Massage Envy Franchising, LLC*, 938 F.3d 981, 984 (8th Cir. 2019) (same); *cf. Dart Cherokee Basin Operating Co. v. Owens*, 574 U.S. 81,

89 (2014) (holding that the amount-in-controversy standard is satisfied if the removing party can make a “plausible allegation that the amount in controversy exceeds the jurisdictional threshold”).<sup>1</sup>

15. Plaintiff seeks, among other remedies, “restitution of all funds improperly obtained by [Hain Celestial].” Pet. ¶ 134. It is well-established that “[t]he total amount of sales can be a measure of the amount in controversy.” *Brunts*, 68 F.4th at 1094; *see Raskas*, 719 F.3d at 888 (holding that “sales figures are sufficient to establish the amount in controversy” in a false advertising case brought under the MMPA). Because the putative class period extends from March 10, 2021 through March 10, 2026 (*see* Pet. ¶ 16), the Petition places all sales of the Products during this period in controversy.

16. Hain Celestial has access to retail scan sales data through Circana (formerly known as IRI), which collects retail sales data for specific geographic locations, including Missouri. Circana’s sales data shows that, from May 3, 2022 through May 3, 2025 (which is entirely within the putative class period), retail sales of the Products totaled well over \$15 million in Missouri.

17. Plaintiff also seeks attorney’s fees pursuant to the MMPA. *See* Prayer for Relief. Those fees are properly considered as part of the amount in controversy for purposes of determining federal jurisdiction. *See Raskas*, 719 F.3d at 887–88; *Harrington*, 42 F. Supp. 3d at

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<sup>1</sup> The Supreme Court and the Eighth Circuit have both held that “[e]vidence establishing the amount [in controversy] is required . . . only when the plaintiff contests, or the court questions, the defendant’s allegation.” *Dart Cherokee*, 574 U.S. at 89; *see also Pudlowski v. St. Louis Rams, LLC*, 829 F.3d 963, 964 (8th Cir. 2016) (“A defendant is not required to submit evidence establishing federal-court jurisdiction with its notice of removal unless the plaintiff or the court questions the defendant’s claim of jurisdiction.”). To the extent there is any dispute as to the amount in controversy, Hain Celestial expressly reserves the right to submit evidence substantiating its allegations as to the amount in controversy. *See Pudlowski*, 829 F.3d at 965 (holding that courts must “consider postremoval evidence” in assessing whether a lawsuit satisfies CAFA’s amount-in-controversy requirement).

1201 (considering amount of potential attorney’s fees and punitive damages in determining the amount in controversy where the plaintiffs alleged causes of action under the MMPA).

18. Fee requests in consumer class actions, such as this lawsuit, are typically significant. *See, e.g., Harrington*, 42 F. Supp. 3d at 1201 (applying a “standard 33% attorney’s fee to the Class’s compensatory damages” for purposes of determining the amount in controversy related to the plaintiff’s MMPA claim). In other words, Plaintiff’s request for attorney’s fees increases the potential amount in controversy by at least one third, if not more.

19. When aggregated, Plaintiff’s potential recovery of compensatory damages and attorney’s fees readily exceeds \$5 million, which readily satisfies CAFA’s amount-in-controversy requirement. *See* 28 U.S.C. §§ 1332(d)(2), 1332(d)(6).

**VENUE IS PROPER**

20. Venue is proper because Plaintiff filed this action in the Circuit Court of the County of St. Louis, Missouri, which is located in the Eastern District of Missouri. *See* 28 U.S.C. § 1441(a) (noting that an action may be removed “to the district court of the United States for the district and division embracing the place where such action is pending”); 28 U.S.C. § 105(a)(1) (noting that the Eastern Division of the Eastern District of Missouri encompasses the County of St. Louis). Further, venue is proper because Plaintiff allegedly purchased the Products at Walmart stores in St. Louis County, Missouri, such that a substantial part of the events or omissions giving rise to her claim occurred in the Eastern District of Missouri. *See* Pet. ¶ 80; 28 U.S.C. § 1391(b)(2).

**REMOVAL IS TIMELY**

21. Under 28 U.S.C. § 1446(b), notice of removal of a civil action must be filed within thirty days of the defendant’s receipt of service of the summons and the Petition. Plaintiff effected

service of the Petition on April 24, 2026, fewer than thirty days before filing this Notice of Removal. *See* Ex. 2. This Notice of Removal is accordingly timely.

**OTHER REQUIREMENTS FOR REMOVAL ARE MET**

22. Hain Celestial has not filed any responsive pleadings or any papers responding to the Petition in the Circuit Court.

23. Hain Celestial will promptly give written notice of the filing of this Notice of Removal to all parties, and a copy of this Notice will be filed with the Clerk of the Circuit Court as required by 28 U.S.C. § 1446(d).

**CONCLUSION**

WHEREFORE, Hain Celestial hereby removes this action from the Circuit Court of the County of St. Louis, Missouri, to the United States District Court for the Eastern District of Missouri, Eastern Division.

Respectfully submitted,

**HAAR & WOODS, LLP**

/s/ Jozef J. Kopchick  
Jozef J. Kopchick, #67685MO  
1010 Market Street, Suite 1620  
St. Louis, Missouri 63101  
(314) 241-2224  
(314) 241-2227 (Facsimile)  
jkopchick@haar-woods.com

*Attorneys for Defendant The Hain Celestial  
Group, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 22nd day of May, 2026, a true copy of the foregoing was filed electronically with the Clerk of Court using the CM/ECF system, and was sent to the following recipient via electronic mail and first-class mail, postage prepaid.

Daniel F. Harvath  
HARVATH LAW GROUP, LLP  
225 S. Meramec Ave, Suite #325  
Clayton, MO 63105  
dharvath@harvathlawgroup.com

*Attorney for Plaintiffs*

/s/ Jozef J. Kopchick

# **EXHIBIT 1**

Sort by date: Descending Ascending

Display options: All Entries ▼

03/10/2026

**Judge Assigned**

DIV 1

Motion Special Process Server

Jones v Hain Celestial - Request for Special Process Server.

**Pet Filed in Circuit Ct**

Plaintiffs Class Action Petition for Damages

**Filed By:** DANIEL FRANCIS HARVATH

**On Behalf Of:** SAMANTHA JONES

**Filing Info Sheet eFiling**

**Filed By:** DANIEL FRANCIS HARVATH

03/16/2026

**Summ Issd- Circ Pers Serv O/S**

Document ID: 26-SMOS-665, for HAIN CELESTIAL GROUP, INC. Summons Attached in PDF Form for Attorney to Retrieve from Secure Case.Net and Process for Service.

## **EXHIBIT 2**



## Summons for Personal Service Outside the State of Missouri (Except Attachment Action)

IN THE 21ST JUDICIAL CIRCUIT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: BRIAN H. MAY	Case Number: 26SL-CC02338	(Date File Stamp for Return)
Plaintiff/Petitioner: SAMANTHA JONES	Plaintiff's/Petitioner's Attorney/Address: DANIEL FRANCIS HARVATH PO Bcx 440393 ST LOUIS, MO 63144	
Defendant/Respondent: HAIN CELESTIAL GROUP, INC.	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105	
Nature of Suit: CC Pers Injury-Other		

The State of Missouri to: HAIN CELESTIAL GROUP, INC.

Alias:

221 RIVER STREET  
12TH FLOOR  
HOBOKEN, NJ 07030

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

**COURT SEAL OF**



**ST. LOUIS COUNTY**

16-MAR-2026

Date

/S/ Adam Dockery

Clerk

**Further Information:**

AD

Case Number: 26SL-CC02338

**Officer's or Server's Affidavit of Service**

I certify that:

1. I am authorized to serve process in civil actions within the state or territory where the above summons was served.

2. My official title is \_\_\_\_\_ of \_\_\_\_\_ County, \_\_\_\_\_ (state).

3. I have served the above Summons by: (check one)

delivering a copy of the summons and petition to the defendant/respondent.

leaving a copy of the summons and petition at the dwelling house or usual place of abode of the defendant/respondent with \_\_\_\_\_, a person at least 18 years of age residing therein.

(for service on a corporation) delivering a copy of the summons and petition to: \_\_\_\_\_ (name) \_\_\_\_\_ (title).

other: \_\_\_\_\_.

Served at \_\_\_\_\_ (address) in \_\_\_\_\_ (County), \_\_\_\_\_ (state), on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

\_\_\_\_\_  
Printed Name of Officer or Server

\_\_\_\_\_  
Signature of Officer or Server

Subscribed and sworn to before me this \_\_\_\_ (day) \_\_\_\_\_ (month), \_\_\_\_\_ (year).

I am: (check one)  the clerk of the court of which affiant is an officer.

the judge of the court of which affiant is an officer.

authorized to administer oaths in the state in which the affiant served the above summons (use for out-of-state officer).

authorized to administer oaths. (use for court-appointed server)

(Seal)

\_\_\_\_\_  
Signature and Title

**Service Fees**

Summons \$ \_\_\_\_\_

Non Est \$ \_\_\_\_\_

Mileage \$ \_\_\_\_\_ ( \_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)

Total \$ \_\_\_\_\_

See the following page for directions to officer making return on service of summons.

Case Number: 26SL-CC02338

### **Directions to Officer Making Return on Service of Summons**

A copy of the summons and petition must be served on each defendant/respondent. If any defendant/respondent refuses to receive the copy of the summons and petition when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and petition and the defendant's/respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and petition personally to the individual or by leaving a copy of the summons and petition at the individual's dwelling house or usual place of abode with some person at least 18 years of age residing therein, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and petition to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and petition to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the defendant/respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The office making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

The officer or other person receiving a summons or other process shall serve the same and make return of service promptly. If the process cannot be served it shall be returned to the court within 30 days after the date of issue with a statement of the reason for the failure to serve the same; provided, however, that the time for service thereof may be extended up to ninety days from the date of issue by order of the court.

THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

**Purpose of Notice**

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

**Your Rights and Obligations in Court Are Not Affected By This Notice**

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

**Alternative Dispute Resolution Procedures**

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the "neutral," who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) **Advisory Arbitration:** A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator's decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

**(2) Mediation:** A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

**(3) Early Neutral Evaluation (“ENE”):** A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

**(4) Mini-Trial:** A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

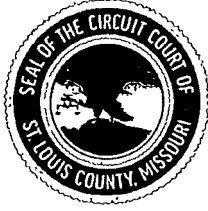
**(5) Summary Jury Trial:** A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the “trial”, the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

#### **Selecting an Alternative Dispute Resolution Procedure and a Neutral**

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 105 South Central Avenue, 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.



**OFFICE OF THE CIRCUIT CLERK**

Missouri's 21<sup>st</sup> Judicial Circuit, St. Louis County  
Civil Department

105 South Central Avenue, Clayton, MO 63105

Hours: Monday through Friday 8:00 A.M. to 5:00 P.M.

Phone: 314-615-8029

**SPECIAL NEEDS:** If you have special needs addressed by the Americans With Disabilities Act. Please notify the Office of the Circuit Clerk at 314-615-8029. FAX 314-615-8739, email at [SLCADA@courts.mo.gov](mailto:SLCADA@courts.mo.gov), or through Relay Missouri by dialing 711 Or 800-735-2966, at least three business days in advance of the court proceeding.

**26SL-CC02338**

**IN THE CIRCUIT COURT FOR ST LOUIS COUNTY  
MISSOURI STATE COURT**

SAMANTHA JONES,	)	
<i>individually and on behalf of</i>	)	
<i>all others similarly situated,</i>	)	Case No.
	)	
Plaintiffs,	)	
	)	JURY TRIAL DEMANDED
v.	)	
	)	
HAIN CELESTIAL GROUP, INC.,	)	
and DOES 1 through 10,	)	
	)	
Defendants.	)	

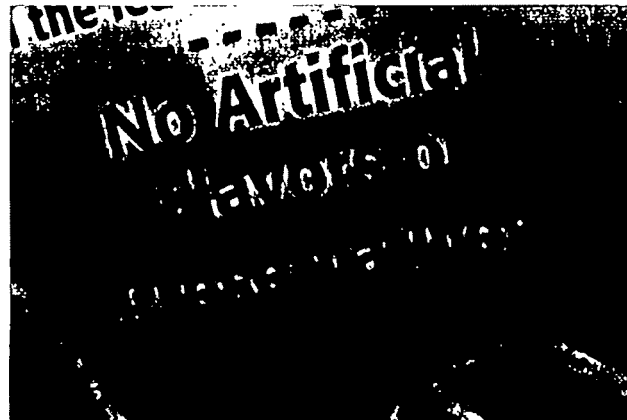
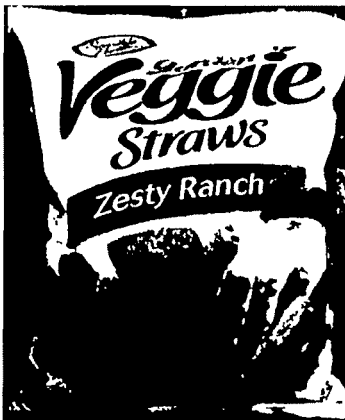
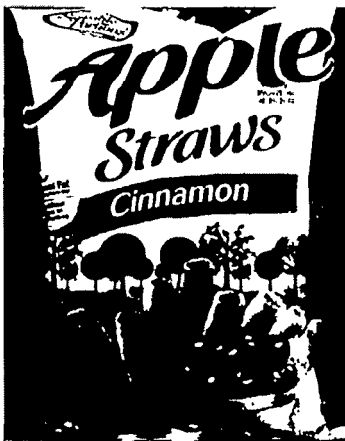
**PLAINTIFF'S CLASS ACTION PETITION**

Plaintiff Samantha Jones, individually and on behalf of all others similarly situated, hereby files this, Plaintiffs' Class Action Petition, against Hain Celestial Group ("Defendant" or "Hain") and DOES 1 through 10 (collectively "Defendants") for their false, misleading, and deceptive marketing of their products constituting breach of warranty, breach of implied contract, and unjust enrichment, and violations of the Missouri Merchandising Practices Act, Mo. Rev. Stat. chap. 407 ("MMPA").

1. Defendant markets and sells consumer products, including the "Sensible Portions"-branded, Veggie Puffs or Veggie Straws that prominently display on the front of the packaging that the products contains "No Artificial Flavors or Preservatives," but nonetheless contain citric acid – a well-known artificial preservative in food (collectively, the "Products").

2. Because of the presence of citric acid, the claim "No Artificial ... Preservatives" is false.

3. Examples of the Products' packaging, prominently stating the "No Artificial Flavors or Preservatives" claims are shown below:



As shown, the Product prominently states, under the flavor of each variety, that the Products contain “No Artificial Flavors or Preservatives.”

4. Nonetheless, despite prominently claiming that the Products contain “No Artificial Flavors or Preservatives,” the fine-print ingredients reveal that the Products contain citric acid, which (unbeknownst to the reasonable consumer) is an artificial preservative used in food products:

**Apple Straws Variety:**

**INGREDIENTS:** CORN FLOUR, RICE FLOUR, CANOLA OIL AND/OR SUNFLOWER OIL AND/OR SAFFLOWER OIL, SUGAR, POTATO FIBER, SALT, APPLE PUREE, CINNAMON, NATURAL FLAVORS, CITRIC ACID.

**CITRIC ACID**

**Veggie Straws Zesty Ranch Variety:**

**INGREDIENTS:** POTATO STARCH, POTATO FLOUR, CANOLA OIL AND/OR SUNFLOWER OIL AND/OR SAFFLOWER OIL, SEASONING (BUTTERMILK, SALT, MALTODEXTRIN, GARLIC POWDER, COCONUT OIL, YEAST EXTRACT, SOUR CREAM (CREAM, NONFAT MILK, CULTURES), DEXTROSE, ONION POWDER, NATURAL FLAVORS, TOMATO POWDER, CITRIC ACID, WHEAT, CULTURED NONFAT MILK, SPICES, PAPRIKA, SUGAR, LACTIC ACID, REGULAR NONFAT MILK, DEHYDRATED RED BELL PEPPER, DEHYDRATED CARROT, DEHYDRATED GREEN BELL PEPPER, WHOLE MILK POWDER, SODIUM CASEINATE, CULTURED BUTTERMILK, WHEY, MILK FAT), CORN STARCH, CALCIUM CHLORIDE, CANE SUGAR, SALT, POTASSIUM CHLORIDE, SPINACH POWDER, TOMATO PASTE, BEETROOT POWDER (COLOR), TURMERIC EXTRACT (COLOR).

**CITRIC ACID**

**Veggie Puffs Pizza Variety:**

**INGREDIENTS:** YELLOW CORNMEAL, CANOLA OIL AND/OR SAFFLOWER OIL AND/OR SUNFLOWER OIL, SEASONING (WHEY, SALT, SUGAR, TOMATO POWDER, ONION POWDER, SPICES, PARMESAN CHEESE [MILK, SALT, CULTURES, ENZYMES], CITRIC ACID, YEAST EXTRACT, EXTRACTIVES OF PAPRIKA, BEET JUICE POWDER, GREEN BELL PEPPER POWDER, RED BELL PEPPER POWDER, CARROT POWDER, NATURAL FLAVOR).

**CITRIC ACID**

5. Despite the Products containing the known artificial preservative citric acid, Defendants claim they have “No Artificial Flavors or Preservatives” to appeal to consumers who expect a premium product free from artificial preservatives.

6. For all these reasons – and those set forth further below – representing that the Products have “No Artificial Flavors or Preservatives” is false, misleading and deceptive.

7. Pursuant to the MMPA, such practice is illegal.<sup>1</sup>

8. In addition, and/or in the alternative to the above, since the initial offering of the Products, each and every package of the Products has borne a uniformly-worded label falsely claiming the Products contain “No Artificial ... Preservatives.” Those uniformly-worded false statements give rise to additional and/or alternative claims under Missouri law.

#### **I. PARTIES, JURISDICTION, AND VENUE**

9. Plaintiff Samantha Jones is a citizen and resident of St. Louis County, Missouri.

10. Plaintiff brings this Class Action Complaint individually and on behalf of a putative class of Missouri residents.

11. Defendant Hain Celestial Group, Inc., is a corporation having its principal place of business in Hoboken, New Jersey. Defendant Hain can be served at: 221 River Street, 12<sup>th</sup> Floor, Hoboken, NJ 07030.

12. The true names and capacities of the Defendants sued herein as DOES 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues such Defendants by fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged

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<sup>1</sup> In making these claims, Plaintiff follows the robust precedent established by state and federal courts throughout the country repeatedly having found that nearly identical claims are not only meritorious, but are appropriate for class treatment. *See, e.g., Sinatro v. Welch Foods, Inc.*, 22-cv-07028 (N.D. Cal. May 22, 2023)(denying dismissal of similar claims; case resolved on class basis); *Prescod v. Celsius Holdings, Inc.*, Case No. 19STCV09321 (L.A.S.C. Aug. 8, 2021) (certifying as a class action a case involving beverages containing citric acid falsely labeled as having “No Preservatives” and resulting in a \$7.8M class-wide settlement preliminary approved in its companion case in the Southern District of New York); *Stewart v. Kodiak Cakes, LLC*, 537 F. Supp. 3d 1103 (S.D. Cal. 2021) (denying motion to dismiss a “no preservatives” mislabeling claim where the products contained citric acid); *In re Coca-Cola Prods. Mktg. & Sales Practices Litig. II*, No. 14-md-02555-JSW, 2016 U.S. Dist. LEXIS 66266 (N.D. Cal. May 19, 2016) (denying defendant’s motion for summary judgement as to “No Preservatives” mislabeling claims where the products contained the preservative phosphoric acid); *Cabrega v. Campbell Soup Co.*, No. 18-CV-3827(SJF)(ARL), 2019 U.S. Dist. LEXIS 245320 (E.D.N.Y. Nov. 18, 2019) (denying in part motion to dismiss “no preservatives” mislabeling claims where the product contained citric acid); *Ashour v. Ariz. Beverages United States LLC*, 2022 U.S. Dist. LEXIS 193603 (S.D.N.Y. Oct. 24, 2022) (denying motion to dismiss “No Preservatives” mislabeling claims where beverages contained citric acid).

herein. If necessary, Plaintiff will seek leave of Court to amend the Petition to reflect the true names and capacities of the DOE Defendants when such identities become known.

13. Defendants, directly and through their agents, have substantial contacts with, and receive substantial benefits and income from and through the State of Missouri. Defendants are the owners, manufacturers, and distributors of the Products, and the entities that created and/or authorized the false, misleading, and deceptive packaging of the Products.

14. Venue is proper in this Court because Plaintiff was injured in this venue and lives within this venue.

15. This asserted class action comports with Missouri Supreme Court Rule 52.08 and with R.S.Mo. § 407.025(3) of the MMPA. Plaintiffs' identities can be ascertained from Defendant's records, but are so numerous that simple joinder of all individuals is impracticable. This action raises questions of law and fact common among Plaintiffs. The claims of lead Plaintiff is typical of all Plaintiffs' claims. Named Plaintiff will fairly and adequately protect all Plaintiffs' interests, and is represented by attorneys qualified to pursue this action. More specifically:

16. Class definitions: Plaintiff brings this action on behalf of Plaintiff and a class of similarly-situated persons preliminarily-<sup>2</sup>defined as follows: All persons who purchased the Products<sup>3</sup> in the State of Missouri. The Class Period begins five years prior to the date of the filing of this Petition, and ceases upon the date of the filing of this Petition. Excluded from the Class are: (a) any judges presiding over this action and members of their staffs and families; (b) the Defendants and their subsidiaries, parents, successors, and predecessors; any entity in which the Defendants or their parents have a controlling interest; and the Defendants' current or former officers and directors; (c) employees (i) who have or had a managerial responsibility on behalf of the organization, (ii) whose act or omission

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<sup>2</sup> Plaintiff reserves the right to propose, as needed, any different or other more- or less-specific class, classes, subclass, or subclasses as Plaintiff deems appropriate for purposes of class certification.

<sup>3</sup> As that term and label is defined herein.

in connection with this matter may be imputed to the organization for liability purposes, or (iii) whose statements may constitute an admission on the part of the Defendants; (d) persons who properly execute and file a timely request for exclusion from the class; (e) the attorneys working on the Plaintiffs' claims; (f) the legal representatives, successors, or assigns of any such excluded persons; and (g) any individual who assisted or supported the wrongful acts delineated herein.

17. Numerosity: Upon information and belief, the Class includes at least tens-of-thousands of individuals on a multiple-state basis, making their individual joinder impracticable. Although the exact number of Class members and their addresses are presently unknown to Plaintiff, they are ascertainable from Defendants' records.

18. Typicality: Plaintiff's claims are typical of those of the Class because all Plaintiffs were injured by the Defendants' uniform wrongful conduct, specifically, using misleading and deceptive marketing and advertising in offering and selling the Products to Plaintiffs.

19. Adequacy: Plaintiff is an adequate representative of the Class because Plaintiff's interests do not conflict with the interests of the Class members Plaintiff seeks to represent, Plaintiff has retained competent and experienced counsel, and Plaintiff intends to prosecute this action vigorously. The interests of the Class will be protected fairly and adequately by Plaintiff and his counsel.

20. Commonality: Common questions of law and fact exist as to all Class members and predominate over any questions affecting only individual members, such as: (a) whether the Defendant used deceptive or misleading marketing and advertising in selling the Products; (b) whether and to what extent the Class members were injured by Defendant's illegal conduct; (c) whether the Class members are entitled to compensatory damages; (d) whether the Class members are entitled to declaratory relief; and (e) whether the Class members are entitled to injunctive relief.

21. Superiority: This class action is appropriate for certification because class proceedings are superior to all other available methods for the fair and efficient adjudication of this controversy. The

damages suffered by the individual Class members will likely be small relative to the burden and expense of individual prosecution of the complex litigation necessitated by the Defendant's wrongful conduct. Thus, it would be extremely difficult for the individual Class members to obtain effective relief. A class action presents far fewer management difficulties and provides the benefits of a single adjudication, including economies of time, effort, and expense, and uniformity of decisions.

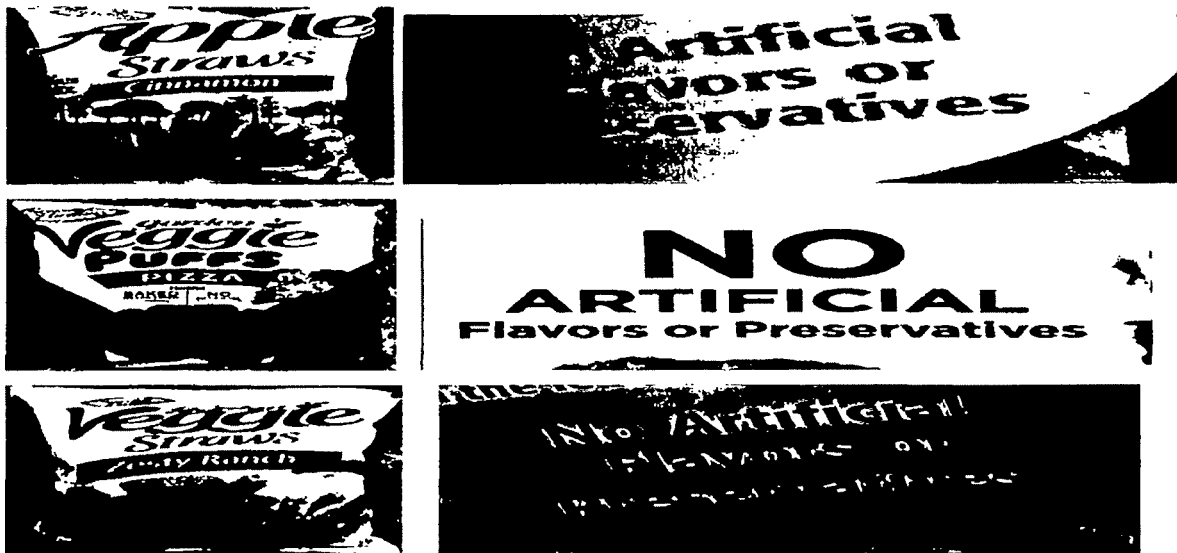
**PLAINTIFF'S CLAIMS**

22. Because the Products all contain citric acid, an artificial preservative, the Products' "No Artificial Flavors or Preservatives" claims are false, misleading and deceptive, all in violation of the Missouri Merchandising Practice Act.

23. Although it is well-established scientifically (and in the various other manners set forth *infra*), the reasonable consumer does not recognize citric acid as a preservative, or as artificial.

24. Plaintiff and other consumers purchased the Products due to their belief that the Products have "No Artificial Flavors or Preservatives."

25. Indeed, as shown *supra*, those statements are prominently advertised on the Products' packaging. Examples are shown below:



26. Plaintiff and the Class made their purchasing decisions in reliance upon Defendant's advertised claims that the Products contain "No Artificial Flavors or Preservatives."

27. Plaintiff and the Class reasonably and detrimentally relied upon the Products' labels in this respect.

28. This is especially true in light of the fact that the average consumer spends less than 20 seconds making any individual in-store purchasing decision.<sup>4</sup> Indeed, most consumers shop in a relatively hurried fashion, and cannot stop to closely analyze every single product to decipher every deception.<sup>5</sup>

29. Under these circumstances, the prominent claim that the Product contains "No Artificial Flavors or Preservatives," is noticeable to a reasonable consumer. Yet the claim is false because citric acid is an artificial preservative and the fine-print ingredient boxes on the other side of the Products reveal that they contain citric acid:

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<sup>4</sup> Randall Beard, *Make the Most of Your Brand's 20-Second Window*, NIELSEN (Jan. 13, 2015), <https://www.nielsen.com/us/en/insights/article/2015/make-the-most-of-your-brands-20-second-window/> (citing *Shopping Takes Only Seconds... In-Store and Online*, EHRENBERG-BASS INSTITUTE OF MARKETING SCIENCE (2015)) (last visited Sept. 14, 2025).

<sup>5</sup> See, e.g., *Bell v. Publix Super Markets, Inc.*, 982 F.3d 468, 481 (7th Cir. 2020) (stressing that reasonable consumers, in purchasing "everyday" items such as "low-cost groceries," are likely to exhibit a low degree of care); *Danone, US, LLC v. Chobani, LLC*, 362 F. Supp. 3d 109, 123 (S.D.N.Y. 2019) ("[A] parent walking down the dairy aisle in a grocery store, possibly with a child or two in tow, is not likely to study with great diligence the contents of a complicated product package, searching for and making sense of fine-print disclosures . . . . Nor does the law expect this of the reasonable consumer.").

**Apple Straws Variety:**

**INGREDIENTS:** CORN FLOUR, RICE FLOUR, CANOLA OIL AND/OR SUNFLOWER OIL AND/OR SAFFLOWER OIL, SUGAR, POTATO FIBER, SALT, APPLE PUREE, CINNAMON, NATURAL FLAVORS, CITRIC ACID.

**CITRIC ACID**

**Veggie Straws Zesty Ranch Variety:**

**INGREDIENTS:** POTATO STARCH, POTATO FLOUR, CANOLA OIL AND/OR SUNFLOWER OIL AND/OR SAFFLOWER OIL, SEASONING (BUTTERMILK, SALT, MALTODEXTRIN, GARLIC POWDER, COCONUT OIL, YEAST EXTRACT, SOUR CREAM (CREAM, NONFAT MILK, CULTURES), DEXTROSE, ONION POWDER, NATURAL FLAVORS, TOMATO POWDER, CITRIC ACID, SUGAR, CULTURED NONFAT MILK, SPICES, PAPRIKA, SUGAR, LACTIC ACID, SUGAR, NONFAT MILK, DEHYDRATED RED BELL PEPPER, DEHYDRATED CARROT, DEHYDRATED GREEN BELL PEPPER, WHOLE MILK POWDER, SODIUM CASEINATE, BUTTERMILK, WHEY, MILK FAT), CORN STARCH, CALCIUM CHLORIDE, CANE SUGAR, POTASSIUM CHLORIDE, SPINACH POWDER, TOMATO PASTE, BEETROOT POWDER, TURMERIC EXTRACT (COLOR).

**CITRIC ACID**

**Veggie Puffs Pizza Variety:**

**INGREDIENTS:** YELLOW CORNMEAL, CANOLA OIL AND/OR SUNFLOWER OIL AND/OR SAFFLOWER OIL, SEASONING (WHEY, SUGAR, TOMATO POWDER, ONION POWDER, SPICES, CHEESE [MILK, SALT, CULTURES, ENZYMES], CITRIC ACID, SUGAR, SALT, CALCIUM CHLORIDE, EXTRACTIVES OF PAPRIKA, BEET JUICE POWDER, GREEN BELL PEPPER POWDER, RED BELL PEPPER POWDER, CARROT POWDER, NATURAL FLAVOR).

**CITRIC ACID**

30. In light of the ingredient being buried in fine-print, many reasonable consumers will completely overlook it. In any event, citric acid is a synthetic preservative, being categorized as such by multiple governmental, scientific, and academic institutions considering the question.

*Citric Acid Is a Synthetic Preservative*

31. Citric acid is a synthetic, non-natural ingredient. Commercial food manufacturers, such as Defendant, use a synthetic form of citric acid that is derived from heavy chemical processing.<sup>6</sup>

32. While the chemical's name has the word "citric" in it, citric acid is no longer extracted from the citrus fruit but is industrially manufactured by fermenting certain genetically modified strains

<sup>6</sup> A. Hesham, Y. Mostafa & L. Al-Sharqi, *Optimization of Citric Acid Production by Immobilized Cells of Novel Yeast Isolates*, 48 MYCOBIOLOGY 122, 123 (2020), available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7178817/>

of the black mold fungus, *Aspergillus niger*.<sup>7</sup>

33. Consumption of manufactured citric acid has been associated with adverse health events like joint pain with swelling and stiffness, muscular and stomach pain, and shortness of breath.<sup>8</sup>

34. The Food and Drug Administration (“FDA”), which has primary authority to establish labeling requirements for foods and food ingredients under its purview pursuant to the FDCA,<sup>9</sup> has for decades identified citric acid as being a synthetic ingredient.

35. As just one example, the FDA’s classification of citric acid as a synthetic ingredient is confirmed by its warning letter, dated October 29, 2001, to Hirzel Canning Company (“Hirzel”) regarding its canned tomato products. See Exhibit B. Therein, the FDA stated that these products could not bear an “all natural” claim on the label because the products contained a synthetic ingredient, citric acid.

36. Specifically, the letter states, in pertinent part:

[A]ccording to the ingredients statements ... citric acid are added to the products ... FDA’s policy regarding the use of “natural” means that nothing artificial or synthetic has been included, or has been added to, a food that would not normally be expected to be in the food. Therefore, *the addition of ... citric acid to these products preclude the use of the term “natural” to describe this product.*”

Exhibit B (emphasis added).

37. Because the Hirzel products contained a synthetic ingredient (citric acid), preventing the products from bearing a “natural” claim, the FDA informed Hirzel that the products were misbranded.

In short, the FDA clearly deemed citric acid as an artificial, synthetic ingredient.

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<sup>7</sup> *Id*; Pau Loke Show, *et al.*, *Overview of citric acid production from Aspergillus niger*, FRONTIERS IN LIFE SCIENCE, 8:3, 271-283 (2015), available at <https://www.tandfonline.com/doi/full/10.1080/21553769.2015.1033653> see also, Belen Max, *et. al.*, *Biotechnological Production of Citric Acid*, Brazilian Journal of Microbiology, 41.4 Sao Paulo (Oct./Dec. 2010).

<sup>8</sup> Iliana E. Sweis, *et al.*, *Potential role of the common food additive manufactured citric acid in eliciting significant inflammatory reactions contributing to serious disease states: A series of four case reports*, TOXICOL REP. 5:808-812 (2018), available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/>

<sup>9</sup> 21 U.S.C. § 301, *et. seq.*

38. Similarly, on August 16, 2001, the FDA sent Oak Tree Farm Dairy, Inc. a warning letter regarding its “Oaktree Real Brewed Iced Tea,” and other products. See Exhibit C. With respect to the Iced Tea product, the FDA stated that the product could not bear “100% Natural” and “All Natural” claims on the label because the product contained a synthetic ingredient, citric acid.

39. Specifically, the letter states, in pertinent part:

“[t]he term “all natural” on [a separate product] is inappropriate because the product contains sodium sorbate ... FDA’s policy regarding the use of “natural” means that nothing artificial or synthetic has been included, or has been added to, a food that would not normally be expected to be in the food. The same comment applies to the use of the terms “100% Natural” and “All Natural” on the [Iced Tea product] because it contains citric acid.

Exhibit C, (emphasis added).

40. As the above makes clear, the FDA, consistent with many other sources, has repeatedly recognized that citric acid added to food products is synthetic and artificial. Likewise, a plethora of sources recognize that citric acid also necessarily functions as a preservative.

41. Citric acid functions as a preservative when added to food products, including the Products here, regardless of its intended use. The FDA defines a preservative as “any chemical that, when added to food, tends to prevent or retard deterioration thereof, but does not include common salt, sugars, vinegars, spices, or oils extracted from spices, substances added to food by direct exposure thereof to wood smoke, or chemicals applied for their insecticidal or herbicidal properties.” 21 C.F.R. §101.22(a)(5). The FDA has listed citric acid as a preservative in its “Overview of Food Ingredients, Additives and Colors” as shown below:<sup>10</sup>

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<sup>10</sup> *Overview of Food Ingredients, Additives & Colors*, FOOD AND DRUG ADMINISTRATION, available at <https://web.archive.org/web/20220901032454/http://www.fda.gov/food/food-ingredients-packaging/overview-food-ingredients-additives-colors>

Types of Ingredients	What They Do	Examples of Uses	Names Found on Product Labels
Preservatives	Prevent food spoilage from bacteria, molds, fungi, or yeast (antimicrobials); slow or prevent changes in color, flavor, or texture and delay rancidity (antioxidants); maintain freshness	Fruit sauces and jellies, beverages, baked goods, cured meats, oils and margarines, cereals, dressings, snack foods, fruits and vegetables	Ascorbic acid, sodium benzoate, calcium propionate, sodium erythorbate, sodium nitrite, calcium sorbate, potassium sorbate, BHA, BHT, EDTA, tocopherols (Vitamin E)

42. As shown, under the “What they Do” table heading, the FDA states that preservatives help “prevent food spoilage from bacteria, molds, fungi or yeast (antimicrobials); slow or prevent changes in color, flavor, or texture and delay rancidity (antioxidants); [and] maintain freshness.”

43. Indeed, the FDA warned companies broadly, well over a decade ago, that citric acid is a preservative. Like the artificiality of citric acid, its classification as a preservative has been settled for quite a while. In a 2010 warning letter sent to Chiquita Brands International, Inc. and Fresh Express, Inc., the FDA warned that certain products were misbranded under the Federal Food Drug and Cosmetics Act because they “contain the *chemical preservatives ascorbic acid and citric acid* but their labels fail to declare these *preservatives* with a description of their functions. 21 C.F.R. [§] 101.22” (emphasis added).<sup>11</sup>

44. Around the same time, in April of 2010, the International Food Information Council (“IFIC”), acting in conjunction with the FDA, issued a public bulletin informing consumers wanting to avoid preservatives to check if the food’s ingredients include the chemical additives of “[a]scorbic acid [and] citric acid,” which the IFIC and FDA designate as a *preservative*.<sup>12</sup>

Types of Ingredients	What They Do	Examples of Uses	Names Found on Product Labels
Preservatives	Prevent food spoilage from bacteria, molds, fungi, or yeast (antimicrobials); slow or prevent changes in color, flavor, or texture and delay rancidity (antioxidants); maintain freshness	Fruit sauces and jellies, beverages, baked goods, cereal, cured meats, oils and margarines, cereals, dressings, snack foods, fruits and vegetables	Ascorbic acid, citric acid, sodium benzoate, calcium propionate, sodium erythorbate, potassium sorbate, BHA, BHT, EDTA, tocopherols (Vitamin E)

<sup>11</sup> See Exhibit A attached hereto.

<sup>12</sup> IFIC and FDA, April 2010 Bulletin: “Overview of Food Ingredients, Additives & Colors, at pp. 2-3, available at: <https://www.fda.gov/files/food/published/Food-Ingredients-and-Colors-%28PDF%29.pdf>

45. Citric acid has antioxidant and antimicrobial properties. Citric acid acts as an antioxidant via two processes via two processes—inhibiting enzymes and chelating metals. Certain enzymes naturally exist in food products that oxidize and breakdown the food products’ molecules. Citric acid deactivates these enzymes, thereby functioning as a preservative.<sup>13</sup> Citric acid also chelates metal ions, which stabilizes and preserves food products by bonding certain molecules in food products to centrally located metal atoms.<sup>14</sup>

46. The Encyclopedia Britannica also classifies citric acid as a preservative because it has antioxidant properties, as illustrated below:<sup>15</sup>

### Preservatives

Food preservatives are classified into two main groups: antioxidants and antimicrobials. Antioxidants are compounds that delay or prevent the deterioration of foods by oxidative mechanisms. Antimicrobial agents inhibit the growth of spoilage and pathogenic microorganisms in food.

Food preservatives	
chemical agent	mechanism of action
	Antioxidants
ascorbic acid	oxygen scavenger
butylated hydroxyanisole (BHA)	free radical scavenger
butylated hydroxytoluene (BHT)	free radical scavenger
citric acid	enzyme inhibitor/metal chelator

47. In addition to its antioxidant properties, citric acid also has antimicrobial properties and directly inhibits the growth of some bacteria and mold.<sup>16</sup> This is another, independent reason why food

<sup>13</sup> *Id.*

<sup>14</sup> P. Davidson et al., *Chapter 20: Antimicrobial Agents*, in FOOD ADDITIVES, at 592 (A. Larry Branen et al. eds., Marcel Dekker, Inc. 2d ed. 2002).

<sup>15</sup> *Preservatives*, BRITANNICA, available at <https://www.britannica.com/topic/food-additive/Preservatives#ref502211>

<sup>16</sup> L. Su et al., *Study on the Antimicrobial Properties of Citrate-Based Biodegradable Polymers*, FRONTIERS IN BIOENGINEERING AND BIOTECHNOLOGY, 2, 23. <https://doi.org/10.3389/fbioe.2014.0002>

scientists classify citric acid as a preservative.<sup>17</sup>

48. The Agricultural Marketing Service of the United States Department of Agriculture (“USDA”) has also recognized the use of citric acid as a preservative stating that “Citric acid has a wide variety of uses, some of which can provide preservative functions, primarily through lowering the pH of the food.”<sup>18</sup>

49. The USDA’s Food Safety Inspection Service’s “Guideline for Label Approval” states that “[s]ome common chemical preservatives include BHA, BHT, calcium propionate, citric acid, natamycin and sodium propionate.”<sup>19</sup>

50. In addition, several academic journals also note the use of citric acid as a preservative.<sup>20</sup> In fact, “[C]itric acid acts as a preservative in many processed foods; keeping them fresh. It does this by slowing or helping prevent the formation of bacteria, mold, yeast, and fungus.”<sup>21</sup> “Today, citric acid is one of the most common and widely-used preservatives in the world[.]”<sup>22</sup>

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<sup>17</sup> *Citric Acid Compound Summary*, NAT’L CTR. FOR BIOTECHNOLOGY INFO., <https://pubchem.ncbi.nlm.nih.gov/compound/Citric-acid>.

<sup>18</sup> *Citric Acid and Salts*, UNITED STATES DEPARTMENT OF AGRICULTURE, available at <https://www.ams.usda.gov/sites/default/files/media/Citric%20Acid%20TR%202015.pdf>.

<sup>19</sup> FSIS Guideline for Label Approval, UNITED STATES DEPARTMENT OF AGRICULTURE, available at [https://www.fsis.usda.gov/sites/default/files/media\\_file/documents/FSIS-GD-2023-0001.pdf](https://www.fsis.usda.gov/sites/default/files/media_file/documents/FSIS-GD-2023-0001.pdf)

<sup>20</sup> K. Kirimura, et al., *Citric Acid*, COMPREHENSIVE BIOTECHNOLOGY (SECOND EDITION) (2011), available at <https://www.sciencedirect.com/science/article/abs/pii/B97800808885049001690?via%3Dihub>; K.M.S. Islam, *Use of citric acid in broiler diets*, WORLD’S POULTRY SCIENCE JOURNAL VOL. 68, ISSUE 1 (Feb. 21, 2012), available at <https://www.cambridge.org/core/journals/world-s-poultry-science-journal/article/abs/use-of-citric-acid-in-broiler-diets/DA15C2C1F90667525BF2414DF3BFF646> (“Citric Acid (CA) is a weak organic acid which is a natural preservative and can add an acidic or sour taste to foods and soft drinks.”).

<sup>21</sup> *What is citric acid, and what is it used for?*, MEDICAL NEWS TODAY (July 23, 2021), available at <https://www.medicalnewstoday.com/articles/citric-acid>

<sup>22</sup> *Citric Acid: One of the Most Important Preservatives in The World*, FBC INDUSTRIES, INC. (Feb. 5 2019), available at <https://fbcindustries.com/citric-acid-one-of-the-most-important-preservatives-in-the-world/>

*Citric Acid Necessarily Functions as a Preservative in the Products*

51. It is not necessary that the citric acid in the Products function as a preservative for the “No Artificial Flavors or Preservatives” claim to be false, as the ingredient’s mere inclusion renders those statements false. Nonetheless, the citric acid functions as a preservative in the Products regardless of whether Defendant intended to use citric acid as a preservative or for some other use, such as a flavor enhancer.

52. Citric acid functions as a preservative even if it is also added to the Products for some other use. *See* 21 C.F.R. § 101.22(a)(5)(defining preservatives as “any chemical that, when added to food, *tends to prevent or retard deterioration*”)(emphasis added); *see also* Merriam-Webster’s Dictionary (defining “preservative” as “something that preserves or *has the power of preserving*.”)(emphasis added);<sup>23</sup> Oxford English Dictionary (defining “preservative” as “[t]ending to preserve or *capable of preserving*”).<sup>24</sup>

53. Indeed, subjective intent of citric acid use is irrelevant. Citric acid functions as a preservative in the Products, and this is true regardless of Defendant’s subjective purpose or intent for adding it to the Products, such as to impart flavor.<sup>25</sup>

54. In addition to the above reasons establishing that citric acid is an artificial preservative, the following points also cement this understanding, and show how citric acid necessarily functions as

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<sup>23</sup> *Preservative*, MERRIAM-WEBSTER’S DICTIONARY, available at [https://www.merriam-webster.com/dictionary/preservative?utm\\_campaign=sd&utm\\_medium=serp&utm\\_source=jso\\_nld](https://www.merriam-webster.com/dictionary/preservative?utm_campaign=sd&utm_medium=serp&utm_source=jso_nld)

<sup>24</sup> *Preservative*, American Heritage Dictionary, <https://ahdictionary.com/word/search.html?q=preservative>.

<sup>25</sup> *Citric Acid* in KIRK-OTHMER FOOD & FEED TECH., at 262 (John Wiley & Sons, 2007); L. Somogyi, *Chapter 13: Direct Food Additives in Fruit Processing*, in PROCESSING FRUITS: SCI. & TECH., at 302 (D. Barrett et al. eds., CRC Press 2d ed. 2004); M. Abd-Elhady, *Effect of citric acid, calcium lactate and low temperature prefreezing treatment on the quality of frozen strawberry*, 59 ANNALS OF AGRIC. SCIS., 69-75 (2014); J. deMan, *Chapter 11: Additives and Contaminants*, in PRINCIPLES OF FOOD CHEMISTRY, at 438 (AVI Publishing Co., Inc. 3d ed. 1999).

an artificial preservative in the Products. The following points also further illustrate why Defendant's purported intended use of citric acid is irrelevant. Regardless of intended uses, citric acid *necessarily* and *unavoidably* tends to, has the power to, and is capable of acting as a preservative.

- a. Because citric acid lowers the PH of food, it helps to create an acidic environment that inhibits the growth of microorganisms, thereby acting as a preservative.<sup>26</sup>
- b. As noted, citric acid also has an antioxidant effect, which prevents oxidation and spoilage of food products, and thereby acts as a preservative in this manner as well.<sup>27</sup>
- c. Citric acid also promotes antimicrobial activity, such that it also prevents the growth of bacteria, molds, and yeasts in food products, thus acting as a preservative.<sup>28</sup>
- d. Citric acid also has chelating properties, so that it can bind to metal ions, such as iron and copper, which are involved in catalyzing oxidative reactions that lead to food spoilage. As such, it acts as a preservative in this additional manner.<sup>29</sup>
- e. Citric acid can also help retain moisture in products, thereby reducing the risk of microbial growth due to water availability – this is yet one more fashion in

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<sup>26</sup> See, e.g., ECHEM.COM "Is Citric Acid a Preservative: A Complete Guide, June 8, 2023, available at <https://www.echemi.com/cms/1416389.html>

<sup>27</sup> See, e.g., Medical News Today, "What is citric acid, and what is it used for?", July 23, 2021, available at: <https://www.medicalnewstoday.com/articles/citric-acid>

<sup>28</sup> See, e.g., NIH, National Library of Medicine, C. Burel "Impact of pH on citric acid antimicrobial activity against Gram-negative bacteria," Nov. 22, 2022, available at: <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7984346/>

<sup>29</sup> See, e.g., ScienceDirect, "Rancidity, Impact of particle size and other ingredients on extrude foods and feeds," Mian N. Riaz, 2012, available at: <https://www.sciencedirect.com/topics/agricultural-and-biological-sciences/rancidity>

which citric acid acts as a preservative.

- f. Citric acid also has a direct affect as a mold inhibitor, making it an effective preservative for this addition reason.<sup>30</sup>

55. In addition, and perhaps most importantly, while citric acid can also be employed by a manufacturer that intends to impart taste, a greater quantity of citric acid is required to impart taste than to preserve foods.<sup>31</sup> The preservative effects of this acid may be reduced at lower levels, but it will still be present.

56. Thus, Defendant cannot argue that it includes citric acid in the Products merely to impart taste, because the quantities required to impart taste are more than sufficient to function as a preservative. And, as stated, to the extent the citric acid imparts taste, it renders false the “No Artificial ... Flavors” claim.

57. For all of the above-stated reasons, and more, it is clear that citric acid is an artificial preservative, regardless of what its intended or subjective use is in the Products is claimed to be. Moreover, even if citric acid’s function as a preservative in the Product were somehow otherwise negated or counteracted (which is not apparent here), the “No Artificial Flavors or Preservatives” label is nonetheless false.

58. In short, the mere inclusion of citric acid in the Product, regardless of any other excuse or explanation created by Defendant, renders the “No Artificial Flavors or Preservatives” label false.

***Reasonable Consumers are Deceived by Defendant’s False Labeling***

59. Consumers, like Plaintiff, rely on Defendant’s “No Artificial Flavors or Preservatives” labeling statements. That statement is material to reasonable consumers. “[F]oods

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<sup>30</sup> See, e.g., NIH, National Library of Medicine, Musyoka, Joyce, “Effects of acidification and preservatives on microbial growth during storage of orange fleshed sweet potato puree.”, June 7, 2018, available at: <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6011086/>

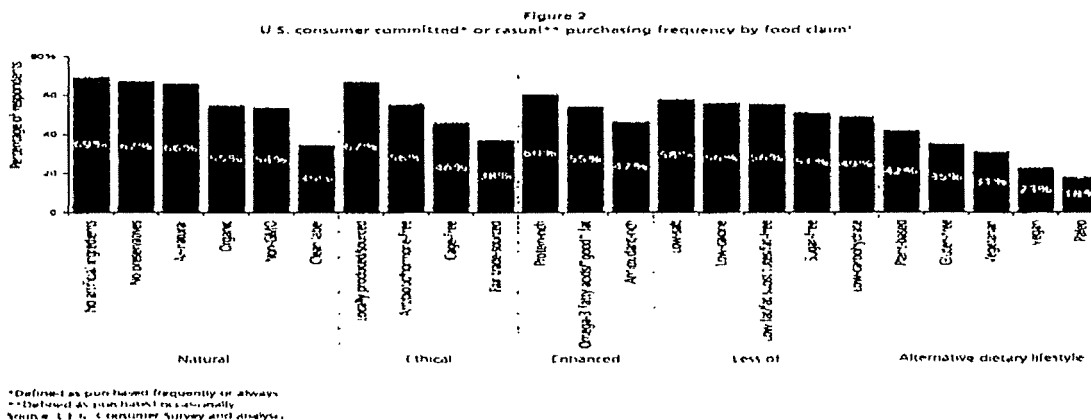
<sup>31</sup> See, e.g., Sweis, Illiani, fn. 9, *supra*.

bearing ‘free-from’ claims are increasingly relevant to Americans, as they perceive the products as closely tied to health ... 84 percent of American consumers buy free-from foods because they are seeking out more natural or less processed foods. In fact, 43 percent of consumers agree that free-from foods are healthier than foods without a free-from claim, while another three in five believe the fewer ingredients a product has, the healthier it is (59 percent). Among the top claims “free-from” consumers deem most important are trans-fat-free (78 percent) and preservative-free (71 percent).<sup>32</sup>

60. Moreover, up to 70% of consumers say they’re willing to pay a premium for food products in the natural, ethical, enhanced or “less of...” categories.<sup>33</sup>

61. In yet another study, the consumers spoke loud and clear in pointing out that a product having “no artificial ingredients” is specifically sought after by a full 69% of consumers, followed closely by “no preservatives” at 67% (see excerpt below):<sup>34</sup>

Executive Insights



<sup>32</sup> 84% of Americans buy “free-from” foods because they believe them to be more natural or less processed, Mintel (Sept. 3, 2015), available at <https://www.mintel.com/press-centre/84-of-americans-buy-free-from-foods-because-they-believe-them-to-be-more-natural-or-less-processed/>

<sup>33</sup> See Consumer Health Claims 3.0 The Next Generation of Mindful Food Consumption, available at <https://www.lek.com/insights/ei/next-generation-mindful-food-consumption> (last visited September 10, 2024).

<sup>34</sup> LEK Consulting, Executive Insights; Steingoltz, Maria, et al., “Consumer Health Claims 3.0: The Next Generation of Mindful Food Consumption,” 2018, available at: <https://www.lek.com/sites/default/files/insights/pdf-attachments/2051-Healthy-Food-Claims.pdf>

62. Clearly, consumers are overwhelmingly concerned with having “no artificial ingredients,” including “no artificial preservatives,” and strongly prefer healthy food products. *Id.* And this trend is only increasing, as the global sale of healthy food products is estimated to be \$4 trillion dollars and is forecasted to reach \$7 trillion by 2025.<sup>35</sup>

63. Defendant’s conduct threatens Missouri consumers by using false, deceptive, and misleading labels. Defendant’s conduct also threatens other companies, large and small, who “play by the rules.” Defendant’s conduct stifles competition, has a negative impact on the marketplace, and reduces consumer choice.

64. There is no practical reason for the false or misleading labeling and advertising of the Products, other than to mislead consumers as to the actual nature of the Products, while simultaneously providing Defendant with a financial windfall.

***Allegations Relating to All Plaintiffs***

65. As noted, *supra*, since the initial offering of the Products, in prominent positions on the packaging of the Products, they have borne one or more uniformly-worded labels falsely claiming the Products contain “No Artificial Flavors or Preservatives” (hereinafter “False Claims”).

66. In reality, for all the reasons set forth *supra*, a reasonable consumer would find that the False Claims are false, misleading, unfair, and/or deceptive.

67. Defendant, as developer, manufacturer, and exclusive seller and distributor of the Products, has been aware since the Products’ inception, that the False Claims are in fact false.

68. Indeed, Defendant undoubtedly did its own investigation of the Products and its marketplace prior to them being offered for sale and, of necessity, such investigation would have made

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<sup>35</sup> Global Wellness Institute, *The Global Wellness Economy Stands at \$4.4 Trillion Amidst the Disruptions of COVID-19; Is Forecast to Reach \$7 Trillion by 2025*, <https://www.hospitalitynet.org/news/4108643.html>.

Defendant aware that the False Claims are in fact false.

69. Despite this, Defendants purposely made the False Claims in order to induce the false belief in consumers that they were purchasing a Product that had “No Artificial Flavors or Preservatives.”

70. Plaintiff and the class members purchased the Products without being aware that the Products in fact contain a synthetic and artificial preservative.

71. Defendant possessed specialized knowledge regarding the data and information concerning the Products and their claims.

72. In purchasing the Products, Plaintiff and the class members had no choice but to necessarily and justifiably rely upon the False Claims as accurate.

73. Had Plaintiff known that the False Claims were false, Plaintiff would not have purchased the Products or would not have paid as much for the Products.

74. If, at some point in the future, the Product was improved to actually have “No Artificial Flavors or Preservatives,” and/or otherwise be accurately labeled, Plaintiff intends to, and will purchase the Products again.

75. As the direct and proximate result of the False Claims, Plaintiff and the class members have suffered economic injury by being deprived of the benefit of the bargain they were promised by Defendant.

76. By marketing, selling and distributing the Product to purchasers in Missouri and elsewhere, Defendant made actionable statements that the Products contained “No Artificial Flavors or Preservatives.”

77. Defendant engaged in the above-described actionable statements, omissions and concealments with knowledge that the representations were false and/or misleading, and with the intent that consumers rely upon such concealment, suppression and omissions.

78. Alternatively, Defendant was reckless in not knowing that the False Claims were false and misleading at the time they were made.

79. As the distributor, marketer, producer, manufacturer, and seller of the Products, Defendant possessed specialized knowledge regarding the data and information concerning the Product which the Plaintiff and the class members could not and did not review.

*Facts Particular to Named Plaintiff*

80. On or around September 10, 2025, Plaintiff purchased multiple varieties of the Product from a Walmart location in St. Louis County, Missouri.

81. Due to the claims on the packaging, Plaintiff falsely believed Plaintiff was purchasing products that contained “No Artificial Flavors or Preservatives.”

82. Plaintiff thereafter purchased the Products. Plaintiff purchased the Products primarily for Plaintiff’s personal, family and household use.

83. At the time Plaintiff purchased the Product, Plaintiff was unaware of the falsity of the Products’ claims.

84. Plaintiff paid approximately \$4.99 for each 14 oz.. bag of the Product, but paid more, approximately \$8.99, for the Apple Straws variety, which Plaintiff chose in the midst of multiple other similar products not claiming to have “No Artificial Preservatives.”

85. At all times, Plaintiff was acting as a reasonable consumer would under similar circumstances, but was deceived in a manner described herein, a manner that would deceive reasonable consumers.

86. Plaintiff discovered that such claims were false after purchasing and using (ingesting) the Product, which Plaintiff used and prepared properly and according to its instructions in every respect.

87. If Plaintiff had been aware of the falsity and misleading nature of Defendant’s claims regarding the Product, Plaintiff would not have bought the Product.

88. When Plaintiff purchased the Product, Plaintiff was injured by Defendant's illegally deceptive, false, and misleading conduct in marketing and selling the Product.

89. Specifically, Plaintiff suffered an ascertainable loss because Plaintiff did not receive the expected benefit of the bargain.

90. When Plaintiff was purchasing the Product, due to the false claims upon the Product, Plaintiff believed that Plaintiff was receiving a product that contained "No Artificial Flavors or Preservatives."

91. The Product was not what it was purported to be. Plaintiff did not receive the value of what Plaintiff bargained for; instead Plaintiff received a product that did not live up to one of its most-prominently advertised benefits – containing no artificial preservatives. Plaintiff did not want a Product with artificial preservatives.

92. Consequently, Plaintiff was damaged in the amount of the difference between the cost paid for the Product as represented – as one that contained "No Artificial Flavors or Preservatives" and the actual value of the Products to consumers seeking products without artificial preservatives or flavors. Plaintiff will use expert testimony – following the damage-models of the many similar cases around the country – to establish this "price premium."

93. Plaintiff desires to, and will purchase the Products again if they are honestly-labeled in respect to the ingredients within, but faces an imminent threat of harm because Plaintiff will not be able to rely on Defendant's labels in the future (without relief) and will thus be unable to purchase the Products.

94. Although the aforementioned facts apply to named Plaintiff, for purposes of the proposed Class, all that is relevant is that Plaintiff and the class members purchased the Products at a time within the Class Period while in Missouri.

*Plaintiff's Claims Are Not Preempted*

95. Any claim of “preemption” by Defendant would be misplaced. Plaintiffs’ claims are not preempted by the FDCA because the definition of “preservative,” as used herein, is identical with that of the FDA (see above).

96. Moreover, FDA regulations specifically note that claims like “No Preservatives” are non-nutritive claims that are not governed by 21 C.F.R. §101.13. *See* 21 C.F.R. § 101.65(b)(2).

97. *A fortiori*, since the FDA has never issued specific standards governing when “No Artificial Preservative[s]” claims are either true or false, such representations fall outside the ambit of FDA regulations. And even if, *arguendo*, they did not fall outside FDA regulations (which they do), Plaintiff’s claims are *consistent* with FDA regulations.

98. Accordingly, Plaintiffs’ claim cannot possibly be preempted.

**CAUSES OF ACTION**

**COUNT ONE: BREACH OF WARRANTY**

99. Plaintiff hereby incorporates by reference and re-alleges each allegation set forth in each preceding paragraph of this Class Action Petition.

100. Defendant sold the Product in its regular course of business. Plaintiff and the class members purchased the Product.

101. Defendant made promises and representations in an express warranty provided to all consumers, namely the False Claims.

102. The False Claims became the basis of the bargain between the Defendant and Plaintiff and each class member.

103. Defendant gave these express warranties to Plaintiff and each class member in written form on the labels of the Product.

104. Defendant’s written affirmations of fact, promises, and/or descriptions as alleged are each

a written warranty under Missouri law and the laws of the Consumer Protection States.

105. Defendant breached the warranty because the False Claims were false; the Product are not ones that contained “No Artificial Flavors or Preservatives.”

106. The False Claims were false when the sales took place and were undiscoverable to Plaintiff and the class members at the time of purchase.

107. All conditions precedent to seeking liability under this claim for breach of express warranty have been performed by or on behalf of Plaintiff and the class in terms of paying for the Product.

108. Defendant had actual notice of the false labeling information and to date has taken no action to remedy its breach of express and implied warranty.

109. Specifically, on October 24, 2025, counsel for Plaintiff mailed a draft copy of this very lawsuit to Defendant, providing Defendant with written notice of its breach of warranty. Defendant has nonetheless taken no action to remedy its breach of express and implied warranty.

110. In addition, Defendant previously knew or should have known of the falsity of the False Claims on the Product due to, *inter alia*, Defendant’s knowledge of the Product.

111. Defendant has nonetheless refused to remedy such breaches.

112. By placing the Products in the stream of commerce, and by operation of law and the facts alleged herein, Defendants also impliedly warranted to Plaintiff and the class members that the Products were accurately labeled in conformance with the law.

113. Defendant’s breaches of warranty have caused Plaintiffs and class members to suffer injuries, paying for falsely labeled products, and entering into transactions they otherwise would not have entered into for the consideration paid. As a direct and proximate result of Defendant’s breaches of warranty, Plaintiff and class members have suffered damages and continue to suffer damages.

**COUNT TWO: BREACH OF IMPLIED CONTRACT UNDER MISSOURI LAW**

114. Plaintiff repeats and re-alleges the allegations set forth in the preceding paragraphs as if fully set forth herein.

115. By operation of law, there existed an implied contract for the sale of the Product between Defendant and Plaintiff and each class member who purchased the Product.

116. By operation of Missouri law, there existed an implied duty of good faith and fair dealing in each such contract.

117. By the acts alleged herein, Defendant has violated that duty of good faith and fair dealing, thereby breaching the implied contract between Defendant and each class member.

118. As stated, despite claiming to contain “No Artificial Flavors or Preservatives,” the Products all contain citric acid, which is an artificial preservative.

119. As a result of that breach, Plaintiff and each class member suffered damages.

**COUNT THREE: UNJUST ENRICHMENT UNDER MISSOURI LAW**

120. Plaintiffs repeat and re-allege the allegations set forth in the preceding paragraphs as if fully set forth herein.

121. Plaintiffs plead their claim for relief in the alternative to the contract claims set forth above.

122. Plaintiff and the class members have conferred substantial benefits on Defendant by purchasing the Product, and Defendant has knowingly and willfully accepted and enjoyed those benefits.

123. By purchasing the Product, Plaintiff conferred a benefit upon Defendant in that Defendant ultimately received funds from the transaction, initially provided by Plaintiff.

124. Upon information and belief, Defendant directly profits from Plaintiff’s purchase in such a manner.

125. Accordingly, Defendant was unjustly enriched by Plaintiff and those similarly-situated.

**COUNT FOUR: VIOLATION OF THE MMPA**

126. Plaintiff hereby incorporates by reference and re-alleges each allegation set forth in each preceding paragraph of this Petition, as though fully set forth herein.

127. Defendant's acts complained of herein occurred in and emanated from the State of Missouri and/or one of the Consumer Protection States.

128. Plaintiff and all members of the Class are "persons" and the Product is "merchandise" as those terms are defined under the MMPA.

129. As set out in this Petition, Defendant's marketing and sale of the Product constitutes deception, false pretense, misrepresentation, unfair practice, or, at a minimum, the concealment, suppression, or omission of a material fact in violation of the Missouri Merchandising Practices Act, Mo. Rev. Stat. chap. 407 ("MMPA"). The statement "No Artificial Flavors or Preservatives" is false, deceptive, and misleading; and Defendant's overall practice is certainly "unfair."

130. As a result of Defendant's actions, consumers, including Plaintiff, were misled or deceived that the Product they were purchasing contained "No Artificial Flavors or Preservatives."

131. In being misled in the manner described herein, Plaintiff was at all times acting as a reasonable consumer would in light of the circumstances.

132. The deceptive practice Defendant engaged in would cause a reasonable person to enter the transaction described herein, which resulted in damages to Plaintiff.

133. Defendant's deceptive acts caused Plaintiff and the Class Members an ascertainable loss within the meaning of the MMPA. The cost of the Products to consumers can be calculated, and the value of the Products to consumer seeking products without artificial preservatives also can be determined within a reasonable degree of certainty. Accordingly, damages can be proven with objective

and sufficiently definitive evidence.<sup>36</sup>

134. Due to Defendant's illegal conduct, Plaintiffs are entitled to restitution of all funds improperly obtained by Defendants.

135. Plaintiffs have been forced to hire attorneys to enforce their rights under the MMPA.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for an order certifying this action as a Missouri class action, and appointing Plaintiff as Class representative and his counsel as class and/or subclass counsel. Plaintiff requests that this court find that the Defendant is liable pursuant to the aforementioned claims; and/or violated the MMPA, and award Plaintiff compensatory damages and attorneys' fees, and such further relief as the Court deems just.

Respectfully submitted,

By: */s/ Daniel F. Harvath*  
Daniel F. Harvath, #57599MO  
**HARVATH LAW GROUP, LLC**  
225 S. Meramec Ave., Suite #325  
Clayton, MO 63105  
(314) 550-3717  
dharvath@harvathlawgroup.com  
*Attorney for Plaintiffs*

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<sup>36</sup> As stated, Plaintiffs also will enlist the aid of appropriate expert witnesses to calculate damages.

1/23/2015

Warning Letters > Fresh Express Incorporated 10/6/10

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### Fresh Express Incorporated 10/6/10



Department of Health and Human Services

Public Health Service  
Food and Drug Administration  
San Francisco District  
1431 Harbor Bay Parkway  
Alameda, CA 94502-7070  
Telephone: 510/337-6700

### WARNING LETTER

#### Via UPS

October 6, 2010

Fernando Aguirre, President and CEO  
Chiquita Brands International, Inc. and Fresh Express, Incorporated  
250 East Fifth Street  
Cincinnati, OR 45202

Dear Mr. Aguirre:

Starting on May 21, 2010 and ending on June 10, 2010, the Food and Drug Administration (FDA) inspected your food manufacturing facility located at 900 E. Blanco Road, Salinas, California. During this inspection, FDA investigators collected labels for your products and reviewed their labeling at

<http://www.chiquita.com><sup>1</sup>. Based on our review, we have concluded that your Chiquita brand "Pineapple Bites with Coconut" and "Pineapple Bites" products are misbranded in violation of the Federal Food, Drug, and Cosmetic Act (the Act) and the applicable regulations in Title 21, Code of Federal Regulations, Part 101 (21 CFR 101). You can find the Act and FDA regulations through links at FDA's Internet home page at <http://www.fda.gov><sup>2</sup>.

Specifically, your "Pineapple Bites with Coconut" product is misbranded within the meaning of Section 403(a) of the Act [21 U.S.C. § 343(a)] in that its statement of identity, "Pineapple Bites with Coconut", is false and misleading. The Ingredient statement for this product states that it is made with coconut; however, our investigation determined that this product is made with a coconut flavor spray. The characterizing flavor of your Pineapple with Coconut product must be identified in accordance with 21 CFR 101.22(i)(1)(iii) (for example, "coconut flavor").

Your "Pineapple Bites" and "Pineapple Bites with Coconut" products are misbranded within the meaning of Section 403(r)(1)(A) of the Act [21 U.S.C. § 343(r)(1)(A)] because their labeling bears nutrient content claims but the products do not meet the requirements for the claims.

Specifically, their labeling includes the claim "Plus ... Antioxidants." However, this claim does not include the names of the nutrients that are the subject of the claim or, alternatively, link the term "antioxidants" by a symbol (e.g., an asterisk) that refers to the same symbol that appears elsewhere on the same panel of the product label, followed by the name or names of the nutrients with recognized antioxidant activity. 21 CFR 101.54(g)(4). Your use of this antioxidant claim therefore misbrands your products under section 403(r)(2)(A)(i) of the Act [21 U.S.C. § 343(r)(2)(A)(i)].

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Your "Pineapple Bites" and "Pineapple Bites with Coconut" products also bear the claim "Plus Phytonutrients." "Phytonutrients" are not nutrients for which a recommended daily intake (RDI) or daily recommended value (DRV) has been established. Therefore, nutrient content claims regarding "phytonutrients" are not authorized and further misbrand your products under section 403(r)(2)(A)(i) of the Act [21 U.S.C. § 343(r)(2)(A)(i)]. To the extent phytonutrients are intended to be the basis for an antioxidant nutrient content claim, that use would violate FDA regulations for the same reason and because phytonutrients are not recognized as having antioxidant activity. 21 CFR 101.54(g)(1) and (2).

Both your "Pineapple Bites" and "Pineapple Bites with Coconut" products also bear the statement "Only 40 Calories." This statement implies that the products are "low calorie" foods. A "low calorie" claim may be made if a food with a reference amount customarily consumed (RACC) greater than 30 grams (g) or greater than 2 tablespoons does not provide more than 40 calories per RACC. 21 CFR 101.60(b)(2)(i)(A). The RACC established for pineapple is 140 g. See 21 CFR 101.12(b) (Table 2, Fruits and Fruit Juices, All other fruits fresh, canned, or frozen).

The nutrition information for both products states that there are 40 calories per 1 piece (80 g) of product; this equals about 70 calories per RACC. Therefore, under 21 CFR 101.13(i)(2), the products are required to carry a disclaimer adjacent to the claim, e.g., "Only 40 calories per serving, not a low calorie food". Because your products fail to bear the required disclaimer, they are misbranded within the meaning of section 403(r)(1)(A) of the Act.

The "Pineapple Bites" and "Pineapple Bites with Coconut" products are further misbranded within the meaning of section 403(k) of the Act [21 U.S.C. 343(k)] in that they contain the chemical preservatives, ascorbic acid and citric acid but their labels fail to declare these preservatives with a description of their functions. 21 CFR 101.22. Further, the ingredients ascorbic acid and citric acid must be declared by their common or usual names. 21 CFR 101.4(a).

This letter is not intended to be an all-inclusive review of your firm's products and processes. It is your responsibility to ensure that your firm and your products comply with the Act and FDA, regulations. You should take prompt action to correct the violations. Failure to promptly correct these violations may result in regulatory action without further notice. For instance, we may take further action to seize your product or enjoin your firm from operating.

We also note that, FDA (through its contractor) obtained two samples of Fresh Express Hearts of Romaine the testing of which yielded human pathogens. One sample was found to contain *Salmonella Anatum*; another sample was found to contain *E. coli O157:H7*. We acknowledge that you issued letters to your customers in an effort to recall affected products. However, FDA recommends that you review your firm's criteria for receipt of raw product, your procedures for ensuring that wash, flume and processing water do not contaminate your products and any other conditions and practices that may relate to the cause of the contamination.

We further acknowledge your June 25, 2010 response to the Good Manufacturing Practices violations cited in the FDA Form 483 regarding this inspection. In your response, you committed to:

- Retrain employees to replace or sanitize their gloves after contacting unsanitized surfaces;
- Include the dryer holst controls and the equipment control panels that involve direct employee contact in your daily wash and sanitation procedures;
- Create a new storage system for aprons, gloves, and sleeve guards for times during manufacturing when they are not in use; and
- Modify your cutting surface inspection and replacement program so that cutting surfaces will be changed after every **(b)(4)** of use.

However, you did not provide documentation to demonstrate that these corrections have been made. You also did not address the observation that your technician improperly read the free chlorine indicator tests in the flume water. Please provide this information and documentation in your response to this Warning Letter.

In addition to the labeling issues identified above, we note that the available labeling space is at least 6" in height; therefore, the size of the nutrition information declared on these packages is not appropriate and does not meet the formatting requirements under 21 CFR 101.9(d), including hairline and footnote requirements. We note that since some of the nutrients are at insignificant levels, a shortened version of the Nutrition Facts panel may be used, e.g., the statement "Not a significant source of dietary fiber", at the bottom of the table of nutrient values as allowed under 21 CFR 101.9(c).

Please notify this office in writing within fifteen (15) working days from the date you receive this letter of

1/23/2015

Warning Letters > Fresh Express Incorporated 10/6/10

the specific steps you have taken to correct the noted violations, including an explanation of how you plan to prevent these violations, or similar violations, from occurring again. Please include documentation of the corrective actions you have taken. If your planned corrections will occur over time, please include a timetable for implementation of those corrections. If corrective action cannot be completed within 15 working days, state the reason for the delay and the time within which the corrections will be completed.

Your response should be sent to:

Darlene B. Almogela  
Director of Compliance  
United States Food and Drug Administration  
1431 Harbor Bay Parkway  
Alameda, CA 94502

If you have any questions about the content of this letter please contact Sergio Chavez, Compliance Officer, at 510-337-6886.

/s/

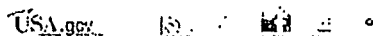
Barbara Cassens  
District Director

Page Last Updated: 10/08/2010

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10903 New Hampshire Avenue  
Silver Spring, MD 20993  
Ph. 1-888-INFO-FDA (1-888-463-6332)  
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1. <http://www.chiquita.com/>
2. <http://www.fda.gov>



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**Inspections, Compliance, Enforcement, and Criminal Investigations**

**Hirzel Canning Company 29-Aug-01**

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Food and Drug Administration  
Cincinnati District Office  
Central Region  
6751 Steger Drive  
Cincinnati, OH 45237-3097  
Telephone: (513) 679-2700  
FAX: (513) 679-2771

August 29, 2001  
WARNING LETTER  
CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Karl A. Hirzel, President  
Hirzel Canning Company  
411 Lemoyne Road  
Northwood, Ohio 43619

Dear Mr. Hirzel:

During an inspection of your firm on June 13, 2001 our Investigator collected labels for canned tomato products manufactured by your firm. We have limited our review to three of your products, which we have determined to be sufficiently representative of the labeling efficiencies of your products. Our review of the labels collected for the products listed below show that they cause the products to be in violation of Section 403 of the Federal Food Drug, and Cosmetic Act (the Act) and Title 21, Code of Federal Regulations (CFR), Part 101- Food Labeling as follows:

Dei Fratelli CONCENTRATED/ITALIAN STYLE TOMATO PUREE No Salt Added (28 OZ. Cm)

The above product is misbranded within the meaning of Section 403 (a)(1) of the Act in that its labeling is false or misleading. The term "FRESH-PACKED" used on the principal display panel, which falsely implies that the finished product in the package is "fresh," when in fact it has been thermally processed. The Food and Drug Administration (FDA) would not object to the use of the term "fresh" in the context of a statement such as "packed from fresh tomatoes," provided that the tomatoes were indeed fresh as defined in 1 CFR 101.95 when they were added to the product.

Dei Fratelli Fresh & Ready CHOPPED TOMATOES ONION & GARLIC (14.5 oz. cans) and Dei Fratelli Fresh & Ready CHOPPED MEXICAN TOMATOES & JALAPENOS (14.5 oz. cans)

The above products are misbranded within the meaning of Section 403 a)(1) of the Act in that their labeling is false or misleading. The statements "FRESH- PACKED" on the principal display panel and "Fresh & Ready" in the brand name of the products falsely imply that the finished products in the package are "fresh," when in fact they have been thermally processed. In addition, according to the ingredient statements, the products contain at least two preservatives. Products that have been thermally processed or that contain preservatives do not meet the definition of "fresh." As stated above, FDA does not object to the use of the term "fresh" in the context of a statement such as "packed from fresh tomatoes," provided that the tomatoes were indeed fresh as defined in 1 CFR 101.95 when they were added to the product.

The Dei Fratelli @ \*\*\*. CHOPPED MEXICAN TOMATOES & JALAPENOS product is also misbranded under section 403 (r)(1)(A) of the Act because the label bears the nutrient content claim "HEALTHY," but does not meet the requirements for the claim, as defined in 21 CFR 101.65 (d). Based on the information on the nutrition label, the CHOPPED MEXICAN TOMATOES & JALAPENOS product contains 590 mg of sodium. A "healthy" claim may be used where, among other things, the product contains no more than 360 mg of sodium.

EXHIBIT B

[REDACTED]

Furthermore, the Dei Fratelli ® \*\*\* CONCENTRATED/ITALIAN STYLE TOMATO PUREE, CHOPPED TOMATOES ONIONS & GARLIC and CHOPPED MEXICAN TOMATOES & JALAPENOS products are misbranded under section 403(r)(1)(A) of the Act because the labels bear nutrient content claims that are not authorized by regulation for the Act or are not consistent with an authorizing regulation. The claims include "\*\*\* \*a great source of Vitamins A and C, and the nutrient Lycopene." In the context used on these labels, the term "great source" is considered to be an unauthorized synonym for "high." FDA has defined the nutrient content claim "high" in 21 CFR 101.54(b). "High" can be used on a food label provided the food contains 20 percent or more of the Reference Daily Intake (RDI) or Daily Reference Value (DRV) per reference amount customarily consumed.

There is no established reference value for Lycopene; therefore, the claim "\*\*\* great source of \*\*\* Lycopene" is not authorized. In addition, the Dei Fratelli ® \*\*\* CONCENTRATE/ITALIAN STYLE TOMATO PUREE does not contain 20% or more of the RDI of vitamin A and the CHOPPED MEXICAN TOMATOES & JALAPENOS does not contain 20% or more of the RDIs for Vitamin A or C.

Some of the labels for your tomato products have a "NO SALT ADDED" statement on products that are not sodium free. However, the required statement, "not a sodium free food" or "not for control of sodium in the diet" does not appear on the information panel of the labels.

We request that you take prompt action to correct these violations. Failure to achieve prompt corrections may result in enforcement action such as seizure and/or injunction being initiated by FDA without further notice.

The above violations are not meant to be an all-inclusive list of deficiencies on your labels. Other label violations can subject your food products to legal action. It is your responsibility to assure that all of your products are labeled in compliance with all applicable statutes enforced by FDA.

You should also be aware that the term "fresh" in the ingredient name "FRESH TOMATOES" should not appear in the ingredient statement as part of the common or usual name of an ingredient. Ingredients must be declared by their common or usual name, as stated in section 403(1)(2) of the Act and 21 CFR 101.4(a)(1). Optional information, such as the term "fresh" is not permitted.

Also, the Dei Fratelli ® \*\*\* CHOPPED TOMATOES ONIONS & GARLIC and CHOPPED MEXICAN TOMATOES & JALAPENOS labels bear the term "All NATURAL," but according to the ingredient statements, calcium chloride and citric acid are added to the products. We have not established a regulatory definition for the term "natural," however; we discussed its use in the preamble to the food labeling final regulations (58 Federal Register 2407, January 6, 1993). FDA's policy regarding the use "natural," means that nothing artificial or synthetic as been included in, or as been added to, a food that would not normally be expected to be in the food. Therefore, the addition of calcium chloride and citric acid to these products preclude use of the term "natural" to describe this product.

Please advise us in writing within fifteen (15) working days of receipt of this letter of the specific actions you have taken to correct the violations along with copies of the revised labels. If corrective action cannot be completed within 15 days, state the reason for the delay and the time within which corrections will be completed.

Your reply should be sent to the Food and Drug Administration, 6751 Steger Drive, Cincinnati, Ohio 45237 to the attention of Evelyn D. Forney, Compliance Officer.

Sincerely,  
Henry Fielden  
District Director  
Cincinnati District

Page Last Updated: 08/14/2009

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U.S. Food and Drug Administration  
10903 New Hampshire Avenue  
Silver Spring, MD 20993  
Ph. 1-888-INFO-FDA (1-888-463-6332)  
Email FDA



Home Inspections, Compliance, Enforcement, and Criminal Investigations Enforcement Actions Warning Letters

**Inspections, Compliance, Enforcement, and Criminal Investigations**

**Oak Tree Farm Dairy, Inc. 16-Aug-01**

DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Food & Drug Administration  
New York District  
158-15 Liberty Avenue  
Jamaica, NY 1143

WARNING LETTER  
CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
August 16, 2001  
Ref: NYK-2001-113

Richard Classey  
Vice President and General Manager  
Oak Tree Farm Dairy, Inc.  
544 Elwood Road  
East Northport, NY 11731

Dear Mr. Classey:

On May 17 and June 5 and 7, 2001, we inspected your beverage manufacturing facility located at the above address. During the inspection, we collected a sample of your "OAKTREE REAL BREWED ICED TEA" product and labels for your "OAKTREE FRUIT PUNCH" and "OAKTREE ALL NATURAL LEMONADE" products. Our analysis of the iced tea and review of the labels found serious violations of the Federal Food, Drug, and Cosmetic Act ("the Act") and Title 21, Code of Federal Regulations, Part 101 - , Food Labeling (21 CFR 101).

The "OAKTREE REAL BREWED ICED TEA" is misbranded under Section 403(i)(2) of the Act in that it contains the color additive "FD&C Red No. 40", but the certified color additive fails to be declared on the product label in the statement of ingredients by its specific name, as required (21 CFR 101.22(k)(1)). The product is also misbranded under Section 403(k) of the Act because it contains an artificial coloring that is not declared on the label.

The "OAKTREE FRUIT PUNCH" is misbranded under Section 403(k) of the Act because it contains sodium benzoate and potassium sorbate, which are not declared on the product label. A food to which a chemical preservative is added must declare the common or usual name of that ingredient and a description of its function, e.g., "preservative", as required by 21 CFR 101.226).

The above violations concern certain new labeling requirements and are not meant to be an all-inclusive list of deficiencies on your product labels. Other label violations can subject the foods to legal action. It is your responsibility to assure that all of your products are labeled in compliance with all applicable statutes enforced by the Food and Drug Administration ("FDA").

You should take prompt action to correct the violations. Failure to promptly correct these violations may result in regulatory action without further notice. These include seizure and/or injunction.

As you know, during the inspection, our investigator also reviewed the labels and formulations for your "OAKTREE ALL NATURAL LEMONADE" and "OAKTREE FRUIT PUNCH". Your lemonade label fails to declare the ingredient, citric acid, which is declared as an ingredient on the label of the lemonade concentrate used to make your lemonade. Further, your fruit punch label fails to declare the ingredients, grape juice, artificial fruit punch flavor, propylene glycol, sodium benzoate, and potassium sorbate, which are declared as ingredients on the label of the fruit punch concentrate used to make your fruit punch. Also, your fruit punch label declares the ingredients, concentrated pineapple juice, gum arabic, glycerol ester of wood resin, and blue 1.

EXHIBIT C

[REDACTED] 2

However, these ingredients are not found in the fruit punch concentrate used to make your fruit punch and are not listed as ingredients in your fruit punch formulation. The investigator discussed these labeling discrepancies with you at the conclusion of the inspection.

The term "all natural" on the "OAKTREE ALL NATURAL LEMONADE" label is inappropriate because the product contains potassium sorbate. Although FDA has not established a regulatory definition for "natural," we discussed its use in the preamble to the food labeling final regulations (58 Federal Register 2407, January 6 1993, copy enclosed). FDA's policy regarding the use of "natural," means nothing artificial or synthetic has been included in, or has been added to, a food that would not normally be expected to be in the food. The same comment applies to use of the terms "100 % NATURAL" and "ALL NATURAL" on the "OAKTREE REAL BREWED ICED TEA" label because it contains citric acid.

Further, the declaration of potassium sorbate in the ingredient statement on the "OAKTREE ALL NATURAL LEMONADE" label must be followed by a description of its function, e.g., "preservative", as required by 21 CFR 101.22(j).

You should notify this office in writing, within 15 working days of receipt of this letter of the specific steps you have taken to correct the noted violations. If corrective action cannot be completed within 15 days, state the reasons for the delay and the time within which the corrections will be completed.

Your reply should be directed to Bruce A. Goldwitz, Compliance Officer, Food and Drug Administration, 158-15 Liberty Avenue, Jamaica, New York 11433. If you have any questions concerning the violations noted, please contact Mr. Goldwitz at (718) 340-7000 ext. 5582.

Sincerely,

/s/

Robert L. Hart

Acting District Director

Page Last Updated: 08/14/2009

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Links on this page:

In the  
**CIRCUIT COURT**  
Of St. Louis County, Missouri



For File Stamp Only

SAMANTHA JONES  
Plaintiff/Petitioner

March 10, 2026  
Date

vs.

Case Number

THAIN CELESTIAL GROUP, INC.  
Defendant/Respondent

Division

**REQUEST FOR APPOINTMENT OF PROCESS SERVER**

Comes now PLAINTIFF SAMANTHA JONES, pursuant  
Requesting Party  
to Local Rule 28, and at his/her/its own risk requests the appointment of the Circuit Clerk of  
Joshua Lee/ Agent of Lexitas Process Srvs 5333 N. Tacoma, Indianapolis, IN 46220 317-362-0316  
Name of Process Server Address Telephone

Name of Process Server Address or in the Alternative Telephone

Name of Process Server Address or in the Alternative Telephone

Natural person(s) of lawful age to serve the summons and petition in this cause on the below named parties. This appointment as special process server does not include the authorization to carry a concealed weapon in the performance thereof.

SERVE:  
HAIN CELESTIAL GROUP, INC.  
Name  
221 River Street, 12th Floor  
Address  
Hoboken, NJ 07030  
City/State/Zip

SERVE:  
Name  
Address  
City/State/Zip

SERVE:  
Name  
Address  
City/State/Zip

SERVE:  
Name  
Address  
City/State/Zip

Appointed as requested:  
**JOAN M. GILMER**, Circuit Clerk

By /S/ Adam Dockery  
Deputy Clerk  
03/16/2026  
Date

/s/ Daniel F. Harvath  
Signature of Attorney/Plaintiff/Petitioner  
MO # 57599  
Bar No.  
75 W. Lockwood, Webster Groves, MO 63119  
Address  
(314) 550-3717  
Phone No. Fax No.

## Local Rule 28. SPECIAL PROCESS SERVERS

(1) Any Judge may appoint a Special Process Server in writing in accordance with the law and at the risk and expense of the requesting party except no special process server shall be appointed to serve a garnishment [except as allowed by Missouri Supreme Court Rule 90.03(a)].

This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

(2) The Circuit Clerk may appoint a natural person other than the Sheriff to serve process in any cause in accordance with this subsection;

(A) Appointments may list more than one server as alternates.

(B) The appointment of a person other than the Sheriff to serve process shall be made at the risk and expense of the requesting party.

(C) Any person of lawful age, other than the Sheriff, appointed to serve process shall be a natural person and not a corporation or other business association.

(D) No person, other than the Sheriff, shall be appointed to serve any order, writ or other process which requires any levy, seizure, sequestration, garnishment, [except as allowed by Missouri Supreme Court Rule 90.03(a)], or other taking.

(E) Requests for appointment of a person other than the Sheriff to serve process shall be made on a "Request for Appointment of Process Server" electronic form, which may be found on the Court's Web Site, <https://wp.stlcourtscourts.com> > forms.

(F) This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

### SERVICE RETURN

Any service by the St. Louis County Sheriff's Office shall be scanned into the courts case management system. Any service by another Sheriff or a Special Process Server or any other person authorized to serve process shall return to the attorney or party who sought service and the attorney shall file the return electronically to the Circuit Clerk.



**CT Corporation**  
**Service of Process Notification**  
04/24/2026  
CT Log Number 552031038

**Service of Process Transmittal Summary**

**TO:** Michael Broz, Vice President, Legal And Sustainability  
The Hain Celestial Group, Inc.  
221 RIVER ST STE 12  
HOBOKEN, NJ 07030-5990

**RE:** Process Served in New Jersey

**FOR:** The Hain Celestial Group, Inc. (Domestic State: DE)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Re: SAMANTHA JONES, individually and on behalf of all others similarly situated // To: The Hain Celestial Group, Inc.

**CASE #:** 26SLCC02338

**NATURE OF ACTION:** Product Liability Litigation - Personal Injury

**PROCESS SERVED ON:** C T Corporation System, West Trenton, NJ

**DATE/METHOD OF SERVICE:** By Process Server on 04/24/2026 at 13:03

**JURISDICTION SERVED:** New Jersey

**ACTION ITEMS:** SOP Papers with Transmittal, via UPS Next Day Air  
Image SOP  
Email Notification, Kristy Meringolo Kristy.Meringolo@hain.com  
Email Notification, Michael Broz michael.broz@hain.com

**REGISTERED AGENT CONTACT:** C T Corporation System  
820 Bear Tavern Road  
West Trenton, NJ 08628  
866-401-8252  
LargeCorporationTeam@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

## PROCESS SERVER DELIVERY DETAILS

**Date:** Fri, Apr 24, 2026  
**Server Name:** Drop Service

Entity Served	HAIN CELESTIAL GROUP LLC
Case Number	26SLCC02338
Jurisdiction	NJ

Inserts		



**Reset**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI

Samantha Jones	)	
	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No.
The Hain Celestial	)	
Group, Inc.	)	
	)	
Defendant,	)	
	)	

**ORIGINAL FILING FORM**

**THIS FORM MUST BE COMPLETED AND VERIFIED BY THE FILING PARTY WHEN INITIATING A NEW CASE.**

THIS SAME CAUSE, OR A SUBSTANTIALLY EQUIVALENT COMPLAINT, WAS PREVIOUSLY FILED IN THIS COURT AS CASE NUMBER \_\_\_\_\_ AND ASSIGNED TO THE HONORABLE JUDGE \_\_\_\_\_.

THIS CAUSE IS RELATED, BUT IS NOT SUBSTANTIALLY EQUIVALENT TO ANY PREVIOUSLY FILED COMPLAINT. THE RELATED CASE NUMBER IS \_\_\_\_\_ AND THAT CASE WAS ASSIGNED TO THE HONORABLE \_\_\_\_\_. THIS CASE MAY, THEREFORE, BE OPENED AS AN ORIGINAL PROCEEDING.

NEITHER THIS SAME CAUSE, NOR A SUBSTANTIALLY EQUIVALENT COMPLAINT, HAS BEEN PREVIOUSLY FILED IN THIS COURT, AND THEREFORE MAY BE OPENED AS AN ORIGINAL PROCEEDING.

**The undersigned affirms that the information provided above is true and correct.**

Date: 05/22/2026

s Jozef J. Kopchick  
Signature of Filing Party

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS
Samantha Jones
(b) County of Residence of First Listed Plaintiff St. Louis County
(c) Attorneys (Firm Name, Address, and Telephone Number)
Harvath Law Group, LLC, (314) 550-3717
225 S. Meramec Ave, #325, Clayton, MO 63105

DEFENDANTS
The Hain Celestial Group, Inc.
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)
Jozef J. Kopchick
1010 Market Street #1620, St. Louis, MO 64101

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question
4 Diversity

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, Labor, etc.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District
6 Multidistrict Litigation - Transfer
7 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1332(d)
Brief description of cause:
Missouri Merchandising Practices Act, Breach of Warranty, Breach of Implied Contract, Unjust Enrichment

VII. REQUESTED IN COMPLAINT:
[X] CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [ ] No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE 05/22/2026 SIGNATURE OF ATTORNEY OF RECORD s/ Jozef J. Kopchick

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Sensible Portions Veggie Puffs and Straws Mislabeled as Free From Artificial Preservatives, Class Action Suit Claims](#)

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