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8 *Attorneys for Plaintiff, the general public, and all*
 9 *others similarly situated*

10 **UNITED STATES DISTRICT COURT**

11 **NORTHERN DISTRICT OF CALIFORNIA**

12 MEGAN WAGGENER VAN METER,
 13 individually, and on behalf of all others
 similarly situated;

14 Plaintiffs,

15 v.

16 MONDELEZ INTERNATIONAL, INC.;
 17 and DOES 1-10,

18 Defendant.

CASE NO.: 4:24-cv-565

CLASS ACTION COMPLAINT:

- 1) Violation of the California Consumers Legal Remedies Act
- 2) Violation of California’s Unfair Competition Law;
- 3) Unjust Enrichment

JURY TRIAL DEMAND

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1 Plaintiff MEGAN WAGGENER VAN METER (“Plaintiff”) brings this action, on behalf
2 of herself and all others similarly situated, against Defendant MONDELEZ INTERNATIONAL,
3 INC., (hereinafter “Mondelez” and/or “Defendant”). Plaintiff alleges the following based upon
4 information and belief, the investigation of counsel, and personal knowledge as to the allegations
5 pertaining to herself.

6 I. NATURE OF THE CASE

7 1. Mondelez is one of the world’s largest snack food and chocolate companies in the
8 world, bringing in over \$31 billion in revenue in 2022.¹ Its most popular products include Oreos,
9 Chips Ahoy!, Clif Bars, and Toblerone. Unfortunately, Mondelez realizes these profits by paying
10 local cocoa farmers as little as \$3 per day, forcing those cocoa farmers to use child and child-slave
11 labor.²

12 2. Mondelez knows its practices perpetuate child labor and child slavery, yet it
13 nonetheless slaps phony “seals” on its products claiming its cocoa is “100% sustainable,”
14 “certified,” or claiming that it “supports” or “helps” farmers when it knows the opposite is true. It
15 is abhorrent to equate slavery and child labor to a “sustainable” practice.

16 3. Likewise, Mondelez’s environmental practices devastate the local environment.
17 Mondelez’s supply chain has virtually no environmental standards in place. To the contrary, the
18 “[c]hocolate industry drives rainforest disaster in [the] Ivory Coast.”³ This massive deforestation
19 was documented by *The Guardian*, whose investigative reporters “travelled across Ivory Coast and
20 documented rainforests cleared for cocoa plantation; villages and farmers occupying supposedly
21 protected national parks; enforcement officials taking kickbacks for turning a blind eye to
22 infractions and trading middlemen who supply the big brands indifferent to the provenance of
23 beans.” *Ibid.* At the current pace of deforestation, there will be no forest left in the Ivory Coast by
24 2030. *Ibid.*

25 ¹ See *Mondelez International Reports*, [https://ir.mondelezinternational.com/news-releases/news-release-
26 details/mondelez-international-reports-q4-and-fy-2022-results](https://ir.mondelezinternational.com/news-releases/news-release-details/mondelez-international-reports-q4-and-fy-2022-results) (last accessed January 26, 2024)

27 ² See “*Cadbury Exposed: Dispatches*,” Channel 4, [https://www.channel4.com/programmes/cadbury-exposed-
28 dispatches](https://www.channel4.com/programmes/cadbury-exposed-dispatches) (last accessed January 26, 2024)

³ See *Chocolate Industry Drivers Rainforest Disaster in Ivory Coast*,
<https://www.theguardian.com/environment/2017/sep/13/chocolate-industry-drives-rainforest-disaster-in-ivory-coast>
(last accessed January 26, 2024)

1 11. Defendant Mondelez is a Virginia corporation with its principal place of business at
 2 905 West Fulton Market, Chicago, Illinois 60607.⁴ Mondelez is one of the largest snack companies
 3 in the world.⁵ Mondelez promotes itself as “committed to creating a positive impact on the world”⁶,
 4 that it “Treats People Fairly,”⁷ and that it works “hard to prevent pollution, minimize waste, and
 5 reduce the use of natural resources.” *Id.* at 8.

6 12. Plaintiff is unaware of the true names and capacities of DOES 1 through 10,
 7 inclusive, and therefore sues these defendants by their fictitious names. Plaintiff will amend this
 8 complaint to allege their true names and capacities when ascertained. At all times relevant to this
 9 action, each of the fictitiously named defendants was an agent, joint venturer, integrated enterprise,
 10 partner, member, shareholder, officer, director, co-conspirator, or alter ego of Defendant, and was
 11 acting within the course and scope of such agency or employment. Each of the fictitiously named
 12 defendants is responsible in some manner for the occurrences herein alleged, and such defendants
 13 directly and proximately caused Plaintiff’s injuries as herein alleged.

14 IV. FACTUAL ALLEGATIONS

15 A. Mondelez Knows it Is Perpetuating Child and Slave Labor.

16 13. Child labor and environmental degradation in the Côte D’Ivoire are well-known and
 17 undisputed by Mondelez. The problem is so widespread due, in part, to the nature of Cocoa farms.
 18 The number of cocoa farmers in Côte d’Ivoire and Ghana is estimated to be around 2 million. Most
 19 of them are small farms with a size normally no larger than 3.5 hectares (10,000 square meters).⁸
 20 The majority of these farmers are also dispersed around the country in a region called the “cocoa
 21 belt,” located across the southern region of Côte d’Ivoire.

22 14. Their small operation and fragmented presence across the country favor a system in
 23 which farmers sell to intermediaries who will collect the beans and gather them in warehouses.
 24 These intermediaries are either cooperatives, where the farmers are part of a cooperative system,

25 ⁴ Defendant Mondelez was originally part of Kraft Foods Group, Inc., until the companies split in 2012. *See*
<https://www.mondelezinternational.com/investors/stock/spin-off-information/> (last accessed January 26, 2024)

26 ⁵ *See* <https://www.mondelezinternational.com/About-Us/> (last accessed January 26, 2024)

27 ⁶ *See* <https://www.mondelezinternational.com/About-Us/Our-Way-of-Doing-Business/> (last accessed January 26,
 28 2024)

⁷ *Mondelez Code of Conduct*, p. 6, <https://www.mondelezinternational.com/assets/PDFs/employeecodeofconduct.pdf>
 (last accessed January 26, 2024)

⁸ Macek, Paul et al., “*Farmer Livelihoods*” *World Cocoa Foundation*, https://www.worldcocoafoundation.org/wp-content/uploads/2018/08/2018-WCF-Learning-Meeting-Report_R3.pdf (last accessed January 26, 2024)

1 or individuals called “middlemen”, who are not part of any formal organization. Middlemen collect
2 beans across diverse farms in the cocoa belt, where no monitoring takes place, to sell to grinders or
3 traders, and then to manufacturers such as Mondelez.

4 15. The disparity in market power between these disperse and small cocoa farmers and
5 multinational chocolate corporations has led to those cocoa farmers being grossly underpaid.
6 According to a recent Channel 4 Dispatches documentary, cocoa farmers are paid as little as \$3 per
7 day.⁹ Thus, cocoa farmers are forced to resort to cheap child or slave labor.

8 16. Indeed, child and slave labor are so ubiquitous in the Côte D’Ivoire that, as stated in
9 the 2018 Cocoa Barometer Report: “Not a single company or government is anywhere near
10 reaching the sector-wide objective of the elimination of child labour, and not even near their
11 commitments of a 70% reduction of child labour by 2020.”¹⁰

12 17. This has been a persistent problem. In 2001, Senator Tom Harkin and Congressman
13 Eliot Engel established the Harkin-Engel Protocol aimed at eliminating the worst forms of child
14 labor in the cocoa sector. The worst forms of child labor are defined by the International Labor
15 Organization (ILO)’s Convention 182 to include all forms of slavery or practices similar to slavery,
16 such as the sale and trafficking of children, debt bondage and forced or compulsory labor.¹¹ That
17 same year, Kraft Foods, Inc., (Mondelez split from Kraft in 2012)¹² signed the Harkin-Engel
18 Protocol, signifying its commitment to eradicating the Worst Forms of Child Labor in West Africa.
19 Signatories pledged to “develop and implement credible, mutually acceptable, voluntary, industry-
20 wide standards of public certification” to ensure that cocoa beans were “grown and/or processed
21 without the worst forms of child labor” by July 2005. However, Kraft and Mondelez, like all other
22 big cocoa companies in the Côte d’Ivoire, have repeatedly pushed out the date by which it commits
23 to being child labor and slave-free.

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25 ⁹ See “Cadbury Exposed: Dispatches,” Channel 4, <https://www.channel4.com/programmes/cadbury-exposed-dispatches> (last accessed January 26, 2024)

26 ¹⁰ *Cocoa Barometer 2018*, at page 5, <https://voicenetwork.cc/wp-content/uploads/2019/07/2018-Cocoa-Barometer.pdf> (last accessed January 26, 2024)

27 ¹¹ See *C182 – Worst Forms of Child Labor Convention*,
https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C182 (last accessed
28 January 26, 2024)

¹² See <https://www.mondelezinternational.com/investors/stock/spin-off-information/> (last accessed January 26, 2024)

1 18. Most recently, at the most recent 8th Annual World Cocoa Foundation Meeting in
 2 August 2018 the industry admitted it could not make its 2020, or even 2025 goal of eradicating
 3 child labor in the cocoa supply chain. Effectively abandoning any set date, the Foundation admitted
 4 it was not likely it would meet its “aspiration for 2020” nor other targets “for the eradication of
 5 child labor by 2025.”¹³ Mondelez is a member of this World Cocoa Foundation.¹⁴

6 19. Mondelez’s latest aspiration is the Cocoa Life program, enacted in 2012.¹⁵
 7 Mondelez states that its goal is to purchase all its cocoa through this Cocoa Life program by 2030.
 8 However, this Cocoa Life program is effectively an admission that its cocoa is not “sustainable.”
 9 Instead, it is a clear attempt to vindicate the company to the public without taking any tangible
 10 actions to eradicate its use of child labor. It thus deceives consumers into believing that buying
 11 Mondelez’s products will benefit farmers in Côte d’Ivoire and misleads them into thinking its
 12 product is produced free of child or slave labor.

13 20. Mondelez makes false assurances that its Cocoa Life program is seeking to
 14 “accelerate positive impact and help drive sector transformation”¹⁶ and that it is “working to help
 15 prevent and combat the risk of child labor.” *Id.* Mondelez’s Supplier Code of Conduct states that
 16 its partners and suppliers should “[n]ever use or tolerate the use of human trafficking, forced labor,
 17 or child labor as defined by the International Labor Organization (ILO).”¹⁷ It also claims to
 18 “believe the entire cocoa sector should be free of child labor,” and “explicitly prohibit[s] child labor
 and forced labor in [its] operations.”

19 21. Mondelez seeks to effect these changes through a three-prong approach of 1)
 20 Prevention Efforts; 2) Monitoring and Remediation; and 3) Helping Enable Systemic Solutions.¹⁸

22 ¹³ See *2018 Child Labor Cocoa Coordinating Group 8th Annual Meeting Remarks*,
 23 <https://www.worldcocoafoundation.org/blog/2018-child-labor-cocoa-coordinating-group-8th-annual-meeting-remarks/> (last accessed January 26, 2024)

24 ¹⁴ See <https://www.worldcocoafoundation.org/about-wcf/members/> (last accessed January 26, 2024)

25 ¹⁵ See <https://www.cocoalife.org/#:~:text=Cocoa%20Life%20is%20Mondel%C4%93z%20International's,supply%20of%20more%20sustainable%20cocoa> (last accessed January 26, 2024)

26 ¹⁶ See <https://www.cocoalife.org/the-program/child-protection/> (last accessed January 26, 2024)

27 ¹⁷ See *Mondelez International Supplier & Partner Code of Conduct*,
 28 <https://www.mondelezinternational.com/assets/PDFs/MDLZ-Supplier-and-Partner-Code-of-Conduct.pdf> (last accessed January 26, 2024)

¹⁸ *Mondelez, Cocoa Life Strategy to Help Children*, supra note 71 at 3,
<https://assets.ctfassets.net/qggsjimpzfm/661BzgXnf3Op0jsluOMfrN/b6ea4c5575ce18e3341e4d5acbcbe70c/cocoa-life-strategy-to-help-protect-children.pdf> (last accessed January 26, 2024)

1 Mondelez claims that its “primary areas of response are mutually reinforcing and directly and
2 indirectly help prevent child labor and support broader child protection.” However, this is an
3 approach that allows Mondelez to claim to make progress while actually shirking accountability by
4 placing responsibility for its own supply chain onto the cocoa growing communities, suppliers, and
5 partners. Mondelez seeks only the illusion of remediation while really doing nothing to remediate,
6 instead ensuring child laborers will return to their hazardous work. Notably, Mondelez never claims
7 that it does not use child labor.

8 22. Further, Mondelez’s Cocoa Life program represents that it is tackling child labor
9 but relies solely on its own Child Labor Monitoring and Remediation System (CLMRS) to achieve
10 that goal. CLMRS purports to be a community-based monitoring system to identify and remediate
11 child labor. But Mondelez admits that it does not use CLMRS in all its so-called “Cocoa Life
12 communities.” In fact, by Mondelez’s own measurements, CLMRS measures were only used in
13 61% of their West African farms in 2021, and in less than 30% of farms in years prior.¹⁹ Further,
14 most CLMRSs operate only in the better organized segments of the cocoa industry.²⁰ Even so, most
15 cocoa is not traceable, and so Mondelez has no way of knowing whether child labor was involved
16 in the production of most of its cocoa. *Id.*

17 23. Even where CLMRS measures are used, there is no way to know from Mondelez’s
18 vague claims how much, if at all, its efforts actually reduce child labor. For example, when
19 Mondelez claims that its communities have been covered by CLMRS, it does not specify whether
20 young children have been successfully rehabilitated and removed from child labor.²¹

21 24. While Mondelez touts its so-called achievements in preventing child slavery, child
22 labor has undisputedly increased in Côte d’Ivoire. During the 2013-14 harvest season, 1,203,473
23 child laborers aged 5 to 17 were found to be working on cocoa farms in Côte d’Ivoire, with 95.9
24 percent engaged in hazardous work in cocoa production. In 2017, there were 1,682,754 child

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26 ¹⁹ *Mondelēz International Releases 2021 Human Rights Due Diligence and Modern Slavery Report*, Jul. 12, 2022,
<https://ir.mondelezinternational.com/node/26986/pdf> (last accessed January 26, 2024)

27 ²⁰ *Cocoa Barometer 2022*, at 33, <https://cocoabarometer.org/wp-content/uploads/2022/12/Cocoa-Barometer-2022.pdf>
(last accessed January 26, 2024)

28 ²¹ See *Mondelēz*, *Mondelēz ESG Datasheet (2022)*, https://www.mondelezinternational.com/assets/Snacking-Made-Right/SMR-Report/2022/MDLZ_ESG_Datasheet_2022.pdf (last accessed January 26, 2024)

1 laborers aged 5 to 17 working on cocoa farms in Côte d’Ivoire. The COVID-19 pandemic and
2 school closures further increased child labor rates.²²

3 25. Moreover, approximately 90,000 children and adults are estimated to be trafficked
4 to Côte d’Ivoire from neighboring countries such as Mali and Burkina Faso and subjected to forced
5 labor on cocoa plantations.²³ The work children engage in on the cocoa farms includes burning and
6 clearing fields, cutting down trees to expand cocoa plantations, spraying pesticides, using sharp
7 tools to break pods, and transporting heavy loads of cocoa pods and water.²⁴

8 26. The increasing rates of child labor has caused chocolate companies, such as
9 Mondelez, to refrain from reporting numbers of cases of hazardous child labor. For years, chocolate
10 companies had been more transparent about child labor in their supply chain, a necessity to fix the
11 problem. For example, Nestle posted its child labor rates on its website as late as 2019.²⁵ However,
12 that trend has reversed and now companies, including Mondelez, refuse to publish such statistics.
13 Therefore, there is no way to know how systemic Mondelez’s use of child labor is.

14 27. The U.S. Department of Labor describes the conditions of forced labor in chilling
15 detail: “[s]ome children are sold by their parents to traffickers, some are kidnapped, and others
16 migrate willingly but fall victim to traffickers who sell them to recruiters or farmers, where they
17 end up in conditions of bonded labor. Some farmers buy the children and refuse to let them leave
18 the farm until the debt of their purchase has been worked off. The children are frequently not paid
19 for their work; some of their wages are paid to the recruiter or trafficker. These children are held
20 against their will on isolated farms, are locked in their living quarters at night, and are threatened
21 and beaten if they attempt to escape. They are punished by their employers with physical abuse.
22 They are forced to work long hours, including overtime, and are required to work even when they
23 are sick. Some children are denied sufficient food by their traffickers and employers.”²⁶

24 ²² See *Cocoa Barometer 2022*, <https://cocoabarometer.org/wp-content/uploads/2022/12/Cocoa-Barometer-2022.pdf>
25 (last accessed January 26, 2024)

26 ²³ *Tony Chocolonley – Our Mission*, <https://tonyschocolonley.com/us/en/our-mission> (last accessed January 26, 2024)

27 ²⁴ See *Child Labor and Forced Labor Reports*, [https://www.dol.gov/agencies/ilab/resources/reports/child-labor/cote-
28 divoire](https://www.dol.gov/agencies/ilab/resources/reports/child-labor/cote-divoire) (last accessed January 26, 2024)

²⁵ See *Nestle’s Tackling Child Labour Risks Progress Report*, [https://www.nestlecocoaplan.com/reports/tackling-
child-labour](https://www.nestlecocoaplan.com/reports/tackling-child-labour) (last accessed January 26, 2024)

²⁶ See *List of Products Produced by Forced or Indentured Child Labor*,
<https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-products-print> (last accessed January 26, 2024)

1 28. Mondelez and other cocoa companies have long been aware that cocoa farming in
2 Côte D'Ivoire relies heavily on child labor and slavery—and that children on Ivorian cocoa
3 plantations are subjected to what the International Labor Organization (ILO) terms the “Worst
4 Forms of Child Labor”—including trafficking, slavery, and exposure to toxic chemicals and
5 hazardous tools.²⁷

6 29. Mondelez admits that the use of child labor and trafficking is an increasingly global
7 concern. Mondelez cannot claim it is even using primarily or close to 50% child labor-free cocoa.
8 As stated in the 2020 Cocoa Barometer Report: “Not a single company or government is anywhere
9 near reaching the sector-wide objective of the elimination of child labour, and not even near their
10 commitments of a 70% reduction of child labour by 2020.”²⁸ Indeed, as stated by the latest Cocoa
11 Barometer, “there are more children in hazardous child labour in cocoa than ten and twenty years
12 ago” and “the absolute number of children involved in hazardous child labour is still growing.”²⁹

13 30. Even more disturbingly, Mondelez has recently been caught using child-slave labor.
14 The April 4, 2022, Channel 4 Dispatches exposed the deception of the Cocoa Life program. The
15 short documentary demonstrated ongoing child slavery on Mondelez’s plantations and graphically
16 exposed the claims that “Cocoa Life” plantations in Ghana were child labor-free and fully
17 “sustainable” were false.

18 31. On November 28, 2023, Sandra Nketiah, an individual who was part of the Channel
19 4 documentary, filed a lawsuit against Mondelez claiming that she was forced to work on a
20 Mondelez plantation from ages 10-19. In the complaint, she recounts some of the work she was
21 forced to do, such as performing hazardous work in violation of the ILO Convention No. 182
22 “including using a sharp machete to weed the cocoa trees and trim leaves, cut down cocoa pods
23 from the trees, and open the cocoa pods.”³⁰ She was eventually freed by individuals who heard her
24 story and helped her attend university. After Mondelez learned about Nketiah’s story, instead of
25 placing her in a rehabilitation program, they sent men to threaten her and her family. *Id.*

26 ²⁷ See *The Worst Forms of Child Labor*, <https://www.ilo.org/ipcc/facts/WorstFormsofChildLabour/lang--en/index.htm> (last accessed January 26, 2024)

27 ²⁸ *Cocoa Barometer 2018*, at page 5, <https://voicenetwork.cc/wp-content/uploads/2019/07/2018-Cocoa-Barometer.pdf> (last accessed January 26, 2024)

28 ²⁹ *Cocoa Barometer 2022*, at page 31, <https://cocoabarometer.org/wp-content/uploads/2022/12/Cocoa-Barometer-2022.pdf> (last accessed January 26, 2024)

³⁰ *Kassim, et al, v. Cargill, et al.*, Complaint, at page 47

1 32. This story makes Cocoa Life’s prevention and remediation claims all the more
2 despicable. Sandra Nketiah was not “sustainably removed” from performing hazardous work; she
3 was threatened for exposing Mondelez’s false claims to the world.

4 **B. Mondelez Knows It Is Causing Environmental Degradation.**

5 33. Similarly, Mondelez’s production and purchasing mechanisms in the Côte D’Ivoire
6 do not follow any sustainable environmental protocols, and actually adversely affect the local
7 ecosystem. The rainforest in Côte D’Ivoire has decreased from 16 million hectares in 1960, making
8 up half of the country, to less than 2 million hectares by 2010.³¹ Mondelez’s overproduction and
9 indiscriminate purchasing in Côte D’Ivoire has contributed to this mass deforestation. *Id.* An
10 estimated 40 percent of the Ivorian cocoa harvest currently comes from inside classified or
11 protected areas. This has devastating consequences for biodiversity and the local microclimate
(including desertification and changing weather patterns). *Id.* at 18-19.

12 34. Many of Côte D’Ivoire’s national parks and protected areas have been entirely or
13 almost entirely cleared of forest and replaced with cocoa growing operations.³² For years the
14 world’s major chocolate companies have been buying cocoa grown through the illegal deforestation
15 of national parks and other protected forests, in addition to driving extensive deforestation outside
16 of protected areas. *Id.* In the world’s two largest cocoa producing countries, Ivory Coast and Ghana,
17 the market created by the chocolate industry has been the primary source for the destruction of
18 environmentally protected areas. *Id.* As Mighty Earth reports, “many of the country’s national parks
19 and conservation lands have been cleared of their forest to make way for cocoa operations to feed
20 demand from large chocolate companies like Nestlé, Cadbury [owned by Mondelez], and Mars.”³³
21 *Id.*

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26 ³¹ *Cocoa Barometer 2018*, at page 19, <https://voicenetwork.cc/wp-content/uploads/2019/07/2018-Cocoa-Barometer.pdf> (last accessed January 26, 2024)

27 ³² *Chocolate’s Dark Secret*, Mighty Earth, 2017, http://www.mightyearth.org/wpcontent/uploads/2017/09/chocolates_dark_secret_english_web.pdf (last accessed
28 January 26, 2024)

³³ Cadbury is owned by Mondelez International. See <https://www.mondelezinternational.com/Our-Brands/Cadbury/>

1 35. Mondelez claims to fight against deforestation. It states that its goal is to “to seek
2 no deforestation across our primary commodities following a phased approach starting with our
3 European Business by 30 December 2024 and roll out to our other regions by 31 December 2025”³⁴

4 36. Mondelez currently has no protocols in place to prevent purchasing cocoa produced
5 on protected lands. In fact, Mondelez is involved in deforesting Indigenous communities through
6 industrial logging.³⁵

7 37. In addition to mass deforestation, the current known and common practices around
8 cocoa farming are not sustainable. There is excessive use of fertilizers and pesticides and a loss of
9 biodiversity.³⁶ Chemicals pollute waterways, killing wildlife and harming communities.
10 Deforestation exposes shade-dependent plants to full sun, which increased the biosphere’s
11 susceptibility to disease.

12 **C. Consumers Are Willing to Pay a Premium for “Sustainable” and Ethically
13 Sourced Products.**

14 38. Consumers care deeply about the human cost behind the products they buy, and the
15 labor practices present in the supply chain. One study found that approximately 60% of consumers
16 would stop buying a product if they knew that human trafficking or forced labor was used to create
17 it.³⁷ Another study showed over three-quarters of consumers are more motivated to purchase a
18 company’s products or services if the company shows they are committed to making the world a
19 better place.³⁸ This same survey showed nearly half of consumers (and a majority of millennials)
20 pay attention to a company’s ESG advertisements. *Id.*

21 39. This concern translates to consumer spending. A 2022 study has shown that
22 consumers are willing to pay a 10% premium for products that make social responsibility

23 ³⁴ Mondelez – Deforestation, <https://www.mondelezinternational.com/snacking-made-right/esg-topics/deforestation/>
24 (last accessed January 26, 2024)

25 ³⁵ Keep Forests Standing, https://www.ran.org/wp-content/uploads/2023/02/RAN_KFS_Long_Isun_FINAL-2.pdf
26 (last accessed January 26, 2024); see also *Protests Call Out Mondelez on Forest Destruction, Human Rights
27 Violations, and Climate Inaction*, [https://www.ran.org/press-releases/protest-calls-out-mondelez-on-forest-
28 destruction-human-rights-violations-and-climate-inaction-as-company-holds-shareholder-meeting/](https://www.ran.org/press-releases/protest-calls-out-mondelez-on-forest-destruction-human-rights-violations-and-climate-inaction-as-company-holds-shareholder-meeting/) (last accessed
January 26, 2024)

29 ³⁶ *Chocolate’s Dark Secret, Mighty Earth, 2017*,
30 http://www.mightyearth.org/wpcontent/uploads/2017/09/chocolates_dark_secret_english_web.pdf (last accessed
January 26, 2024)

31 ³⁷ Stephen DeAngelis, *Even If Consumers Aren’t Aware of Human Trafficking, Companies Need to Be*,
32 ENTERRA SOLUTIONS (Mar. 6, 2020), [https://enterrasolutions.com/blog/even-if-consumers-arent-aware-of-
33 human-trafficking-companies-need-to-be/](https://enterrasolutions.com/blog/even-if-consumers-arent-aware-of-human-trafficking-companies-need-to-be/) (last accessed January 26, 2024)

34 ³⁸ *2019 Aflac CSR Survey*, AFLAC (July 2019), [https://www.aflac.com/docs/about-aflac/csr-surveyassets/2019-aflac-
35 csr-infographic-and-survey.pdf](https://www.aflac.com/docs/about-aflac/csr-surveyassets/2019-aflac-csr-infographic-and-survey.pdf) (last accessed January 26, 2024)

1 promises.³⁹ A Harvard study found that consumers are willing to pay a premium of up to 23% for
 2 ethically sourced coffee.⁴⁰

3 40. Not only are consumers willing to pay more, but they also tend to buy higher
 4 quantities of products with ESG claims. A McKinsey study found that products with “ESG-related
 5 claims accounted for 56 percent of all growth – about 18 percent more than would have been
 6 expected given their standing at the beginning of the five-year period...”⁴¹ This same study showed
 7 “sweet snacks” with ESG claims outpaced those products without ESG claim in growth by
 8 approximately 10%. *Id.*

9 **D. Despite Knowing it is Contributing to Child Labor, Slave Labor, and**
 10 **Environmental Degradation, Mondelez Advertises its Products as**
 11 **“Sustainable” In Order to Take Advantage of Consumers.**

12 41. Despite the ubiquity of child and slave labor in the Ivory Coast, Mondelez’s
 13 acknowledgement of its use of child labor, and the recent publicity it has faced regarding child and
 14 slave labor, Mondelez markets many of its products as “sustainable.” For example, Oreo’s
 15 packaging boasts Mondelez’s Cocoa Life’s seal, as well as a “100% Sustainably Sourced Cocoa”
 16 claim. On the back of the package, Mondelez claims that it helps “support sustainable cocoa
 17 sourcing” and that Cocoa Life works together with farmers to grow cocoa in ways that help protect
 18 people & planet.”

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 25 ³⁹ *Consumer Trends 2022: Corporate Social Responsibility and Consumer Activism*, LEGER (Feb. 1,
 2022), <https://blog.legerusa.com/consumer-trends-2022-consumer-activism> (last accessed January 26, 2024)

26 ⁴⁰ Michael J. Hiscox, Michael Broukhim & Claire S. Litwin, *Consumer Demand for Fair Trade: New*
Evidence from a Field Experiment Using eBay Auctions of Fresh Roasted Coffee (Mar. 16, 2011),
 27 https://scholar.harvard.edu/sites/scholar.harvard.edu/files/hiscox/files/consumer_demand_fair_trade.pdf (last
 28 accessed January 26, 2024)

⁴¹ *Consumers Care About Sustainability—And Back it up with Their Wallets*, MCKINSEY & CO. (Feb. 6,
 2023), [https://www.mckinsey.com/industries/consumer-packaged-goods/our-insights/consumers-careabout-](https://www.mckinsey.com/industries/consumer-packaged-goods/our-insights/consumers-careabout-sustainability-and-back-it-up-with-their-wallets)
[sustainability-and-back-it-up-with-their-wallets](https://www.mckinsey.com/industries/consumer-packaged-goods/our-insights/consumers-careabout-sustainability-and-back-it-up-with-their-wallets) (last accessed January 26, 2024)

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1 42. Mondelez cannot publicly claim that it adopts sustainable practices and that it is
 2 working to improve the lives of farmers when its unethical practices are in fact perpetuating a
 3 system that relies on and increases child and slave labor.

4 43. To further bolster these misrepresentations, Mondelez uses third-party
 5 certifications, such as the Rainforest Certification apparent on Clif Bars:



15 44. Like Mondelez, Rainforest Certification also claims to “address” child labor, but
 16 this is an empty promise. Rainforest certified farms have also been found to use child labor despite
 17 the certification.⁴² This is partly because these certifications rely on “self-reporting,” thus
 18 incentivizing farmers to lie to inspectors to earn a higher pay. *Id.* Moreover, when outside
 19 inspections do occur, they often give advanced notice, making it unlikely that inspectors will find
 20 children working. *Id.*

21 45. The Federal Trade Commission has issued guidelines for companies that market
 22 their products as environmentally friendly. The FTC Green Guides (“Guides”) apply to claims
 23 about the “environmental attributes” of products. The FTC does not define the phrase
 24 “environmental attributes,” but California has interpreted this to include claims that products are
 25 earth friendly, environmentally friendly, or green. (Cal. Bus. & Prof. Code) § 17580.5. Claims may

27 ⁴² *CAL Finds Evidence of Child Labor on Rainforest Alliance Certified Farms*,
 28 <https://corpaccountabilitylab.org/calblog/2021/10/25/cal-finds-evidence-of-child-labor-on-rainforest-alliance-certified-farms> (last accessed January 26, 2024)

1 be asserted directly or by implication, such as through the use of symbols, logos, or certifications.
2 16 C.F.R. § 260.1.

3 46. The Guides prohibit “deceptive acts” or representations which are “likely to mislead
4 consumers acting reasonably under the circumstances and [are] material to consumers’ decisions.”
5 This includes representations made through labeling, advertising, or other promotional activities.
6 16 C.F.R. § 260.1.

7 47. “Unqualified general environmental benefit claims”—including terms like “eco-
8 friendly”—typically qualify as deceptive, because they tend to convey that a product has “no
9 negative environmental impact.” Marketers are almost invariably unable to substantiate such broad
10 assertions, as required by the FTC in order to demonstrate that a claim was not misrepresentative.
11 16 C.F.R. § 260.4.

12 48. Sustainability is a broad concept that encompasses a wide range of environmental
13 and social practices. The term generally connotes a combination of environmental, social, and
14 ethical concerns.⁴³ For example, Unilever describes its sustainable sourcing strategy as an “an
15 unwavering commitment to deeper transparency and traceability on climate and social impact
16 issues,” which includes “a focus on living conditions and economic viability for the smallholders
17 in [its] supply chain.”⁴⁴ Similarly, PepsiCo’s sustainable sourcing efforts include a focus on
18 “health, safety, and hygiene, environmental and management system, and working hours.”⁴⁵ In the
19 context of the chocolate industry, Mondelez’s competitor, Barry Callebaut, defines sustainability
20 to include human rights as well as environmental impact.⁴⁶

21 49. By labeling its products as “sustainably sourced” or “100% sustainable,” Mondelez
22 advances an unqualified general environmental claim. Based on Mondelez’s representation of its
23 products as “100% sustainable,” Plaintiff reasonably inferred that Mondelez’s “sustainably
24 sourced” cocoa was produced in a socially and environmentally conscious manner.

25 ⁴³ ECOVADIS, *Sustainable Sourcing*, <https://www.ecovadis.com/us/sustainable-sourcing/> (last accessed January 26, 2024)

26 ⁴⁴ UNILEVER, *Planet & Society*, <https://www.unilever.com/sustainable-living/reducing-environmental-impact/sustainable-sourcing/> (last accessed January 26, 2024)

27 ⁴⁵ PEPSICO, *Sustainable Sourcing*, <https://www.pepsico.com/sustainability/sustainable-sourcing> (last accessed January 26, 2024)

28 ⁴⁶ Barry Callebaut, *Sustainable Sourcing*, <https://www.barry-callebaut.com/en/group/forever-chocolate/ethical-sourcing-and-business/sustainable-sourcing> (last accessed January 26, 2024)

1 50. Mondelez cannot substantiate its claims to use “sustainably sourced cocoa.” To the
2 extent that “sustainably sourced” encompasses a concern for social as well as environmental
3 welfare, Mondelez’s reliance on the worst forms of child labor contradicts any such claim. Labor
4 involving hazardous and environmentally destructive chemicals, dangerous machinery, and victims
5 of trafficking is the subject of international condemnation.⁴⁷ A reasonable consumer would not
6 view such practices as “sustainable” in any sense of the word.

7 51. In an analysis of different industries, chocolate products’ growth was the most
8 pronounced based on claims of sustainability, with such products growing at more than 3 times the
9 rate of chocolate products without sustainability claims.⁴⁸

10 52. Moreover, Mondelez knows that consumers are willing to pay a premium for
11 sustainable or environmentally beneficial products.⁴⁹ Mondelez’s misrepresentations materially
12 influenced Plaintiff’s decision to purchase its chocolate products and extracted a premium.

13 53. Mondelez blatantly greenwashes its products in order to increase its own sales and
14 deceptively earn the goodwill and support of the public. “Greenwashing” is commonly known as
15 the practice of making an unsubstantiated or misleading claim about the environmental or social
16 benefits of a product, service, technology or company practice.⁵⁰ Mondelez claims that its products
17 are sustainable and its relationship with the suppliers improves the lives of the cocoa farmers in the
18 Côte D’Ivoire region. This could not be further from the truth. Mondelez’s products were not
19 sourced from sustainable farming practices but rather off the backs of child slave and trafficked
20 labor.

21 54. Greenwashing in its own right can be an extremely misleading and oftentimes
22 harmful practice. In Mondelez’s case, its misrepresentations have perpetuated and funded child

23 ⁴⁷ See, e.g. <https://www.ilo.org/ipec/facts/WorstFormsofChildLabour/lang--en/index.htm> (last accessed January 26, 2024)

24 ⁴⁸ Nielsen, *Sustainability Sells*, <https://nielseniq.com/global/en/insights/report/2018/sustainability-sells-linking-sustainability-claims-to-sales/> (last accessed January 26, 2024); see also Cargill, *Sustainability’s Influence on Chocolate Purchase Decisions*, <https://www.cargill.com/2020/sustainability-influence-on-chocolate-purchase-decisions> (last accessed January 26, 2024)

25 ⁴⁹ ESG Today, *Consumers Willing to Pay 12% Premium for Sustainable Products*, <https://www.esgtoday.com/consumers-willing-to-pay-12-premium-for-sustainable-products-bain-survey/#:~:text=Despite%20the%20willingness%20to%20pay,almost%20half%20of%20developed%20market> (last
26 accessed January 26, 2024)

27 ⁵⁰ See *Definition of Greenwashing*: <https://whatis.techtarget.com/definition/greenwashing> (last accessed January 26,
28 2024)

1 slave labor. Mondelez represents that its products not only support sustainable farming practices
2 but provide other general environmental and social benefits. These representations are impossible
3 to reconcile with the fact that Mondelez actively exploits child slaves, such as Sandra Nketiah, in
4 order to obtain an ongoing, cheap supply of cocoa.

5 55. Furthermore, the practices by which Mondelez obtains its cocoa supply cause harm
6 to the environment as well. For example, current cocoa farming is causing soil erosion as well as
7 deforestation. When the soil erodes the land becomes less and less fertile and yields decrease.⁵¹ It's
8 no secret that cocoa farms struggle to meet the increasing demand for chocolate. It is estimated that
9 the demand for chocolate will increase twofold by the year 2050.⁵² As a result, farmers have shifted
10 towards unsustainable, less environmentally conscious practices to meet these demands.⁵³

11 56. For instance, farmers now use large amounts of pesticides to rid the crops of pests
12 and create larger yields in shorter periods of time. The pesticides employed damage the land and
13 the health of the sprayers applying the pesticide—mainly the child laborers. Furthermore, this
14 excessive spraying of pesticides can also cause the weeds and insects to build up a resistance which
15 will eventually create more harm to the crops and the opposite of its intended effect.

16 **E. Mondelez Has the Ability and Means to Solve This Problem.**

17 57. First, Mondelez chose to place deceptive and false statements onto its packaging.
18 Mondelez should not try to trick consumers into believing its products are environmentally friendly
19 and free from child labor when that is so blatantly not the case. Mondelez should thus remove any
20 “sustainable” claims from the packaging of its products.

21 58. Second, even though Mondelez claims child labor is a “complex issue,”⁵⁴ it is not.
22 As the latest Cocoa Barometer stated: “Even the most effective child labour interventions will not
23 be able to solve the challenges if the root causes of child labour are not addressed – in particular
24 the structural poverty of cocoa growing communities... As such, the current CLMRS approaches

25 ⁵¹ Nieberg, O., (2015), *Confectionary News: What Is the Environmental Impact of Cocoa Production*.
<https://www.confectionarynews.com/Article/2015/04/29/What-is-the-environmental-impact-of-cocoa-production>
26 (last accessed January 26, 2024)

27 ⁵² Bisseleua, D.H.B., Missou, A.D., Vidal, S. (2009), *Biodiversity Conservation, Ecosystem Functioning, and*
Economic Incentives under Cocoa Agroforestry Intensification. *Conservation Biology*, 23(5), 1176-1184,
<https://onlinelibrary.wiley.com/doi/abs/10.1111/j.1523-1739.2009.01220.x> (last accessed January 26, 2024)

28 ⁵³ Slomkowski, K. (2005). *Chocolate's Dark Side. E: The Environmental Magazine*, 16(6), 33-342.

⁵⁴ <https://www.cocoalife.org/the-program/child-protection/> (last accessed January 26, 2024)

1 can only be seen as part of what needs to happen. *Any child labour approach must directly and*
2 *clearly tackle farmer poverty.* (emphasis added)”⁵⁵

3 59. Mondelez is therefore perpetuating the cycle of child labor by paying farmers \$3 per
4 day.⁵⁶ Mondelez, a multi-billion-dollar, multi-national company, could end the system of child
5 labor if they wanted to by paying cocoa farmers a livable wage.

6 60. The many “solutions” offered by Mondelez’s Cocoa Life plan are clearly
7 greenwashing and empty words. If Mondelez truly wants to become “sustainable” (as it claims it
8 already is), then it must significantly increase investment and ambitions.⁵⁷

9 61. Moreover, there are a variety of technological innovations that have been developed
10 to help cocoa producers eradicate child labor, forced labor and trafficking, through true
11 transparency in their global, complex supply chains. These technologies are already used in the
12 supply chains of other commodities, demonstrating that their implementation and application is
13 within the reach of what a large, profitable company like Mondelez can do. As one of the leaders
14 and largest transnational corporations in the agriculture sector, Mondelez has no excuse to turn its
15 back to these solutions while continuing to claim and advertise that it sustainably sources cocoa in
16 Côte d’Ivoire.

16 V. PLAINTIFF’S EXPERIENCES

17 62. Over the last several years, Plaintiff Waggener Van Meter regularly purchased
18 Defendant Mondelez’s chocolate/cocoa products, including but not limited to Gluten Free Oreos
19 and Toblerone bars at least once a month for over four years. Plaintiff purchased these products
20 from Safeway stores located in Alameda County, among other Mondelez products that bore the
21 Cocoa Life seal and other false sustainability claims. These products were labeled with the Cocoa
22 Life seal, or other advertisements such as “100% SUSTAINABLY SOURCED COCOA”;
23 “COCOA LIFE”; and advertised that: “through our partnership with Cocoa Life we help support
24 sustainable farming.” See:

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26 ⁵⁵ *Cocoa Barometer 2022*, at page 33, <https://cocoabarometer.org/wp-content/uploads/2022/12/Cocoa-Barometer-2022.pdf> (last accessed January 26, 2024)

27 ⁵⁶ See “*Cadbury Exposed: Dispatches*,” Channel 4, <https://www.channel4.com/programmes/cadbury-exposed-dispatches> (last accessed January 26, 2024)

28 ⁵⁷ *Cocoa Barometer 2022*, at page 31, <https://cocoabarometer.org/wp-content/uploads/2022/12/Cocoa-Barometer-2022.pdf> (last accessed January 26, 2024)

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Nutrition Facts	
Amount per serving (3 cookies)	
Calories 160	
% Daily Value*	
Total Fat	10g 20%
Total Sugar	15g 30%
Total Crumbs	10g 20%
Total Chocolate	25g 50%
Total Oreo	10g 20%
Total Cocoa	10g 20%
Total Milk	10g 20%
Total Honey	10g 20%
Total Almonds	10g 20%
Total Nougat	10g 20%
Total Chocolate	25g 50%
Total Oreo	10g 20%
Total Cocoa	10g 20%
Total Milk	10g 20%
Total Honey	10g 20%
Total Almonds	10g 20%
Total Nougat	10g 20%

- 1 a. Whether Mondelez misrepresented the environmental and social benefits of
- 2 products labeled with fair trade, environmentally sustainable and socially beneficial
- 3 labeling;
- 4 b. Whether Mondelez’s labeling, marketing, advertising, and/or selling of its products
- 5 with fair trade, environmentally sustainable and socially beneficial representations
- 6 constituted an unfair and/or deceptive trade practice;
- 7 c. Whether Mondelez participated in and pursued the common course of conduct
- 8 complained of herein;
- 9 d. Whether Mondelez misled Plaintiff and Class Members into believing its products
- 10 were sustainable;
- 11 e. Whether Mondelez was unjustly enriched as a result of the unlawful, fraudulent, and
- 12 unfair conduct alleged in this Complaint such that it would be inequitable for
- 13 Mondelez to retain the benefits conferred upon it by Plaintiff and the other Class
- 14 members; and
- 15 f. Whether Plaintiff and Class Members are entitled to monetary damages, and if so,
- 16 what is the measure of those damages.

17 70. Plaintiff’s claims are typical of those of the Class because Plaintiff, like all Class

18 members, purchased Mondelez’s products bearing the sustainable seals or certifications in a typical

19 consumer setting and sustained damages from Mondelez’s wrongful conduct.

20 71. Plaintiff will adequately protect the interests of the Class and has retained counsel

21 who are experienced in litigating complex class actions. Plaintiff has no interests that conflict with

22 those of the Class.

23 72. The requirements of Fed. R. Civ. P. 23(b)(3) are met as common issues predominate

24 over any individual issues, and treatment of this matter as a class action is superior to numerous

25 individual actions.

26 73. The prerequisites to maintaining a class action for injunctive or equitable relief

27 pursuant to Fed. R. Civ. P. 23(b)(2) are met, as Mondelez has acted or refused to act on grounds

28 that apply generally to the Class, so that final injunctive relief or corresponding declaratory relief

is appropriate with respect to the Class as a whole.

1 74. Mondelez’s conduct is generally applicable to the Class as a whole and Plaintiff
2 seeks, inter alia, equitable remedies with respect to the Class as a whole. As such, Mondelez’s
3 systematic policies and practices make declaratory relief with respect to the Class as a whole
4 appropriate.

5 75. The litigation of separate actions by Class members would create a risk of
6 establishing inconsistent rulings and/or incompatible standards of conduct for Mondelez. For
7 example, one court might enjoin Mondelez from performing the challenged acts, whereas another
8 might not. Additionally, individual actions may be dispositive of the interests of the Class, although
9 certain Class members are not parties to such actions.

10 76. Plaintiff and other Class Members have suffered damages as a result of Mondelez's
11 unlawful and wrongful conduct. Absent a class action, Mondelez will retain substantial funds
12 received as a result of its wrongdoing, and such unlawful and improper conduct shall, in large
13 measure, not go remedied. Absent a class action, the members of the Class will not be able to
14 effectively litigate these claims and will suffer further losses, as Mondelez will be allowed to
15 continue such conduct with impunity and retain the proceeds of its ill-gotten gains.

16 **COUNT I**

17 **(Unfair and Deceptive Acts and Practices In Violation of the
18 California Consumers Legal Remedies Act)**

19 77. Plaintiff incorporates by reference each of the allegations contained in the preceding
20 paragraphs of this Complaint and further alleges as follows:

21 78. This cause of action is brought pursuant to the California Consumers Legal
22 Remedies Act, Cal. Civ. Code §§ 1750-1785 (the “CLRA”).

23 79. Plaintiff and the other Class members are “consumers,” as the term is defined by
24 California Civil Code § 1761(d), because they bought the products at issue for personal, family, or
25 household purposes.

26 80. Plaintiff and Mondelez, and the other Class members and Mondelez, have engaged
27 in “transactions,” as that term is defined by California Civil Code §1761(e).

28 81. The conduct alleged in this complaint constitutes unfair methods of competition and
unfair and deceptive acts and practices for the purpose of the CLRA, and the conduct was

1 undertaken by Mondelez in transactions intended to result in, and which did result in, the sale of
2 goods to consumers.

3 82. As alleged more fully above, Mondelez has violated the CLRA by falsely
4 representing to Plaintiff and the other Class members that Mondelez products labeled with the
5 environmental and socially beneficial seals or certifications have sustainable qualities and were
6 independently verified as having been produced using environmentally sound and socially
7 responsible practices.

8 83. As a result of engaging in such conduct, Mondelez has violated California Civil
9 Code § 1770(a)(2), (a)(5), (a)(7), and (a)(9).

10 84. Pursuant to California Civil Code § 1780(a)(1), (a)(3), (a)(4) and (a)(5), Plaintiff
11 seeks on behalf of herself and the Class Members actual damages, restitution, punitive damages,
12 attorneys' fees and costs of litigation, and any other relief the court deems proper.

13 85. Pursuant to California Civil Code § 1780(b)(1), Plaintiff seeks on behalf of all Class
14 Members who are senior citizens or disabled as defined in California Civil Code § 1761(f) and (g),
15 an additional award of up to \$5,000 for physical, emotional or economic damage.

16 86. Pursuant to California Civil Code § 1780(a)(2) and (a)(5), Plaintiff seeks an order
17 of this Court that includes, but is not limited to, an order requiring Mondelez to:

- 18 a. remove and/or refrain from making statements representing that products derived
19 from alleged certified cocoa farms support sustainable farming or provide other
20 general environmental and social benefits; and/or
- 21 b. remove and/or refrain from making representations that the fair trade,
22 environmentally sustainable and socially beneficial seals or certifications indicate
23 that a product has been independently verified as having been produced using
24 environmentally sound and socially responsible practices.

25 87. Plaintiff and the other Class members may be irreparably harmed and/or denied an
26 effective and complete remedy if such an order is not granted.

27 88. The unfair and deceptive acts and practices of Mondelez, as described above, present
28 a serious threat to Plaintiff and the other Class members.

1 89. On December 29, 2023, Plaintiff Waggener Van Meter sent a letter to Mondelez via
2 certified mail that provided notice of Mondelez’s violation of the CLRA and demanded that within
3 thirty (30) days from that date, Mondelez correct, repair, replace, or otherwise rectify the unlawful,
4 unfair, false, and/or deceptive practices complained of herein. The letter also stated that if Mondelez
5 refused to do so, a complaint seeking damages in accordance with the CLRA would be filed. Thirty
6 days elapsed, and Mondelez failed to respond or rectify the unlawful, unfair, false, and/or deceptive
7 practices alleged herein.

8 **COUNT II**
9 **(Violation of California’s Unfair Competition Law)**

10 90. Plaintiff incorporates by reference each of the allegations contained in the preceding
11 paragraphs of this Complaint and further alleges as follows:

12 91. By committing the acts and practices alleged herein, Mondelez has violated
13 California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200-17210, as to the
14 Class as a whole, by engaging in unlawful, fraudulent, and unfair conduct.

15 92. **Unlawful Conduct.** Mondelez has violated the UCL’s proscription against
16 engaging in unlawful conduct as a result of:

- 17 a. violations of the CLRA, Cal. Civ. Code § 1770(a)(4), (a)(5), (a)(7), and (a)(9), as
18 alleged above; and
19 b. violations of California’s Environmental Marketing Claims Act, Cal. Bus. & Prof.
20 Code §§ 17580-17581, as alleged below:

21 93. Mondelez has made misrepresentations that the environmental and socially
22 beneficial seals or certifications indicate that a product has those qualities and has been
23 independently verified as having been produced using environmentally sound and socially
24 responsible practices.

25 94. Plaintiff and the other Class members have suffered injury in fact and have lost
26 money or property as a result of Mondelez’s violations of California’s Environmental Marketing
27 Claims Act (“EMCA”), Cal. Bus. & Prof. Code §§ 17580-17581.

28 95. In particular, Mondelez has violated and continues to violate California Business
and Professions Code § 17580.5, which makes it “unlawful for any person to make any untruthful,

1 deceptive, or misleading environmental marketing claim, whether explicit or implied” and which
 2 defines an environmental marketing claim to include “any claim contained in the [the FTC’s Green
 3 Guides].”

4 96. The Federal Trade Commission (FTC), whose mission is partly “[t]o prevent
 5 business practices that are anticompetitive or deceptive or unfair to consumers,” has promulgated
 6 industry guidelines, known as the “FTC Green Guides,”⁵⁸ that apply to the unfair and deceptive
 7 nature of Mondelez’s environmental marketing claims.

8 97. Environmental marketing claims that violate the standards of the Green Guides are
 9 per se unlawful under California’s Environmental Marketing Claims Act (“EMCA”), Cal. Bus. &
 10 Prof. Code §§ 17580-17581. The acts and omissions alleged herein are in contravention of the FTC
 11 Green Guides and in violation of the EMCA in several respects. The FTC Green Guides lay out
 12 three applicable principles. First, manufacturers should avoid making general environmental claims
 13 without noting specific benefits.⁵⁹ Second, endorsements that appear to be from third-party
 14 organizations must be independent and any material connections with the manufacturer must be
 15 disclosed.⁶⁰ Additionally, any representations that appear to be endorsement must also comply with
 16 the FTC Guide on Endorsements.⁶¹

17 98. Mondelez’s use of the environmental and socially beneficial seals or certifications
 18 is in contravention of the FTC’s Guides on Endorsements because Mondelez’s Cocoa Life program
 19 does not exercise the expertise that consumers reasonably expect from experts in sustainable
 20 farming.⁶² These seals/certifications do not evaluate certified farms as extensively as an expert
 21 group on farm sustainability would.

22 ⁵⁸ See, FTC, *GUIDES FOR THE USE OF ENVIRONMENTAL MARKETING CLAIMS*, 16 C.F.R. § 260, available at
 23 <http://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-issues-revised-green-guides/greenguides.pdf> (last
 24 visited May 13, 2014) (last accessed January 26, 2024)

25 ⁵⁹ 16 C.F.R. § 260.3(a) Additionally, such specific claims should be clear, prominent, and specific. *Id.*

26 ⁶⁰ See 16 C.F.R. § 260.6. The subsection on certifications and seals of approval says that certifications or seals that do
 27 not clearly convey the basis for the certification should not be used because it could be interpreted as making a
 28 general environmental claim. 16 C.F.R. § 260.6(d). The guides recommend that if the positive attributes are too
 numerous to disclose, the seal of approval may direct consumers to a website that specifies the claims as long as the
 content on that website is truthful and accurate. 16 C.F.R. § 260.6(e). This subsection specifies that a certification
 that conveys that it has been certified by an independent organization, it must disclose material connections between
 the organization and the manufacturer. 16 C.F.R. § 260.6(b).

⁶¹ 16 C.F.R. § 260.6(b). The FTC Guide on Endorsements is published at 16 C.F.R. § 255.

⁶² See 16 C.F.R. § 255.3 (“[t]his evaluation must . . . [be] as extensive as someone with the same degree of expertise
 would normally need to conduct in order to support the conclusions presented in the endorsement.”).

1 99. Pursuant to California Business and Professions Code §§ 17203 and 17535, Plaintiff
2 and the other Class members seek an order of this Court that includes, but is not limited to, an order
3 requiring Mondelez to:

- 4 a. remove and/or refrain from making statements representing that products derived
5 from the Mondelez Cocoa Life program and/or have third-party certifications that
6 support sustainable practices or provide other general environmental and social
7 benefits; and/or
8 b. remove and/or refrain from making representations that the environmental and
9 socially beneficial seals or certifications indicate that a product has been
10 independently verified as having been produced using environmentally sound and
11 socially responsible practices.

12 100. **Fraudulent Conduct.** Mondelez's acts and practices described above also violate
13 the UCL's proscription against engaging in fraudulent conduct.

14 101. As more fully described above, Mondelez's misleading representations regarding
15 the environmental and socially beneficial seals or certifications is likely to deceive reasonable
16 consumers. Indeed, Plaintiff and the other Class members were unquestionably deceived regarding
17 the Mondelez Cocoa Life program and/or third-party certifications and the environmental and
18 social benefits of purchasing products bearing the environmental and socially beneficial seals or
19 certifications, as Mondelez's promotion and use of the Mondelez Cocoa Life program and/or third-
20 party certifications and environmental and socially beneficial seals or certifications misrepresented
21 and/or omitted the true facts concerning the material connections between the Mondelez Cocoa
22 Life program and/or third-party certifications and the entities it allows to be certified pursuant to
23 the Mondelez Cocoa Life program and/or third-party certifications standards. Mondelez's
24 promotion and use of the its Cocoa Life program and/or third-party certifications and environmental
25 and socially beneficial seals or certifications misrepresented and/or omitted the true facts
26 concerning the environmental and social benefits of products labeled with the environmental and
27 socially beneficial seals or certifications. Said acts are fraudulent business practices.

28 102. **Unfair Conduct.** Mondelez's acts and practices described above also violate the
UCL's proscription against engaging in unfair conduct.

1 103. Plaintiff and the other Class members suffered a substantial injury by virtue of
2 buying products that they would not have purchased absent Mondelez’s unlawful, fraudulent, and
3 unfair marketing, advertising, packaging, and labeling or by virtue of paying an excessive premium
4 price for the unlawfully, fraudulently, and unfairly marketed, advertised, packaged, and labeled
5 products.

6 104. There is no benefit to consumers or competition from deceptively marketing and
7 labeling products that purport to provide consumers with an environmentally and socially
8 responsible alternative to other products, as determined according to independent standards.

9 105. Plaintiff and the other Class members had no way of reasonably knowing that the
10 products they purchased were not as marketed, advertised, packaged, or labeled. Thus, they could
11 not have reasonably avoided the injury each of them suffered.

12 106. The gravity of the consequences of Mondelez’s conduct as described above
13 outweighs any justification, motive, or reason therefore, particularly considering the available legal
14 alternatives which exist in the marketplace, and such conduct is immoral, unethical, unscrupulous,
15 offends established public policy, or is substantially injurious to Plaintiff and the other Class
16 members.

17 107. Mondelez’s violations of the UCL continue to this day.

18 108. Pursuant to California Business and Professional Code § 17203, Plaintiff and the
19 Class seek an order of this Court that includes, but is not limited to, an order requiring Mondelez
20 to:

- 21 a. remove and/or refrain from making statements representing that products derived
22 from the Mondelez Cocoa Life program and/or third-party certified farms support
23 sustainable farming or provide other general environmental and social benefits;
24 and/or
- 25 b. remove and/or refrain from making representations that the environmental and
26 socially beneficial seals or certifications indicate that a product has been
27 independently verified as having been produced using environmentally sound and
28 socially responsible practices;
- c. provide restitution to Plaintiff and the other Class members;

- d. disgorge all revenues obtained as a result of violations of the UCL; and
- e. pay Plaintiff's and the Class's attorney fees and costs.

COUNT III
(Unjust Enrichment)

109. Plaintiff incorporates by reference each of the allegations contained in the preceding paragraphs of this Complaint and further alleges as follows:

110. Plaintiff and the Class members conferred benefits on Defendant by purchasing the Products.

111. Defendant has knowledge of such benefits, and voluntarily accepts and retains these benefits.

112. Defendant has been unjustly enriched in retaining the revenues derived from Plaintiff's and the Class members' purchases of the Products.

113. Retention of that money under these circumstances is unjust and inequitable because Defendant falsely and misleadingly represented through its labeling, advertising and marketing materials that its products are sustainable, when the Products are not in fact sustainable.

114. These misrepresentations and omissions caused injuries to Plaintiff and the Class members because they would not have purchased the Products, or would not have paid as much for the Products, had they known that the Products are not sustainable.

115. Because Defendant's retention of the non-gratuitous benefits conferred to it by Plaintiff and the Class members is unjust and inequitable, Defendant ought to pay restitution to Plaintiff and the Class members for its unjust enrichment.

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

PRAYER FOR RELIEF

Wherefore Representative Plaintiff, individually and on behalf of all Class members and all others similarly situated, prays for relief as follows relating to her collective, class and representative action allegations:

1. An order certifying the proposed Class; appointing Plaintiff as representative of the Class; and appointing Plaintiff's undersigned counsel as Class counsel;

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2. A declaration that Mondelez is financially responsible for notifying Class members of the pendency of this suit;
3. An award of restitution pursuant to California Business and Professions Code §§ 17203 and 17535 and California Civil Code 1780(a)(3) for Class members;
4. An award of disgorgement pursuant to California Business and Professions Code §§ 17203 and 17535 for Class members;
5. An order enjoining Mondelez’s unlawful and deceptive acts and practices, pursuant to California Business and Professions Code §§ 17203 and 17535 and California Civil Code § 1780(a)(2), to remove and/or refrain from making statements representing that products derived from Mondelez and Cocoa Life program and/or third-party certified farms support sustainable farming or provide other general environmental and social benefits and/or to remove and/or refrain from making representations that the environmental and socially beneficial seals or certifications indicate that a product has been independently verified as having been produced using environmentally sound and socially responsible practices;
6. Injunctive relief for Class members pursuant to California Civil Code § 1780;
7. Actual damages pursuant to California Civil Code § 1780 (a)(1);
8. Additional awards of up to \$5,000 for physical, emotional or economic damage for all senior citizen and disabled Class Members, pursuant to California Civil Code § 1780(b)(1);
9. Statutory damages in the maximum amount provided by law;
10. Punitive damages in accordance with proof and in an amount consistent with applicable precedent;

1 11. An order awarding Plaintiff and other Class members the reasonable costs and
2 expenses of this suit, including their attorneys' fees; and

3 12. Any further relief that the Court may deem appropriate.

4 **JURY TRIAL DEMANDED**

5 Plaintiff demands a trial by jury for all claims so triable.

6 DATED: January 30, 2024

STEPHAN ZOURAS, LLP

7
8 */s/Lauren A. Warwick*

9 Lauren A. Warwick (State Bar No. 341643)

Attorney for Plaintiff

10 **STEPHAN ZOURAS, LLP**

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Mondelez Knows Production Processes Rely on Cocoa Farmers Using Child Labor, Lawsuit Alleges](#)
