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RUFFINA YURYEVA

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

RUFFINA YURYEVA, individually,
and on behalf of a class of similarly
situated individuals,

Plaintiff,

v.

SUNDIAL BRANDS LLC; and DOES 1
through 10, inclusive,

Defendants.

Case No. 2:26-cv-6387

**PLAINTIFF'S CLASS ACTION
COMPLAINT**

DEMAND FOR JURY TRIAL

Plaintiff RUFFINA YURYEVA ("Plaintiff"), individually and on behalf of all others similarly situated, by and through her attorneys, brings this Class Action Complaint ("Complaint") against Defendant SUNDIAL BRANDS LLC ("Defendant"), and alleges, upon personal knowledge as to her own actions and her counsel's investigation, and upon information and belief as to all other matters, as follows:

INTRODUCTION

1. This is a consumer class action arising from Defendant Sundial Brands LLC's false and misleading marketing, labeling, advertising, and sale of

1 SheaMoisture hair, personal, and baby care products, including, but not limited to,
2 “Daily Hydration Shea Sugar Scrub,” “Moisture & Smooth Shampoo,” “Moisture &
3 Smooth Conditioner,” “Daily Hydration Body Oil,” “Daily Hydration Body Wash,”
4 “Daily Hydration Body Lotion,” “Daily Hydration Shampoo,” “Daily Hydration
5 Conditioner,” “Daily Hydration Leave-In Treatment,” “Baby Wash & Shampoo,”
6 and “Baby Lotion” (the “Products”). The Products are available in a variety of sizes.
7 Each Product bears the same “100% Virgin Coconut Oil” representation on the front
8 label.

9 2. Defendant prominently labels the Products as “100% Virgin Coconut
10 Oil” on the front of the package. That representation appears at the point of sale
11 where consumers make quick purchasing decisions and communicates that the
12 Products are, consist of, or are made wholly or predominantly with virgin coconut
13 oil.

14 3. The representation is false, misleading, and likely to deceive reasonable
15 consumers. The unqualified front-label “100% Virgin Coconut Oil” claim
16 misleadingly conveys that virgin coconut oil is the exclusive, predominant, or
17 defining characterizing ingredient, when in fact coconut oil is not the only ingredient,
18 nor the predominant one.

19 4. The back-label ingredient list confirms that the Products are not wholly
20 or predominantly virgin coconut oil. Indeed, for the Moisture & Smooth Conditioner,
21 coconut oil is the *seventh* ingredient listed; for the Daily Hydration Body Lotion,
22 coconut oil is the *tenth* ingredient listed.

23 5. The deception is material. Consumers purchase SheaMoisture products,
24 and pay a price premium for them, because the “100% Virgin Coconut Oil” signals
25 a premium prominent ingredient. Had class members known the truth, they would
26 not have purchased the Products, or would have paid less for them.

27 6. Defendant could have truthfully labeled the Products as “*with* virgin
28 coconut oil,” “*made with* virgin coconut oil,” “*infused with* virgin coconut oil,” or

1 “**contains** 100% virgin coconut oil” if it intended only to describe one ingredient.
2 Instead, Defendant chose the stronger and more absolute front-label representation
3 “100% Virgin Coconut Oil” without adequate qualification on the front label.

4 7. Plaintiff Ruffina Yuryeva purchased the Moisture & Smooth
5 Conditioner in Los Angeles, California, in reliance on Defendant’s front-label
6 representation. Had Plaintiff known the truth, she would not have purchased the
7 Product or would have paid materially less for it.

8 8. Plaintiff brings this action under California’s Consumers Legal
9 Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750 et seq.; False Advertising Law
10 (“FAL”), Cal. Bus. & Prof. Code §§ 17500 et seq.; and Unfair Competition Law
11 (“UCL”), Cal. Bus. & Prof. Code §§ 17200 et seq. on behalf of all consumers in
12 California.

13 **PARTIES**

14 9. Plaintiff Ruffina Yuryeva is, and at all relevant times was, a citizen and
15 resident of Los Angeles, California.

16 10. Defendant Sundial Brands LLC is a New York limited liability company
17 that owns, operates, manufactures, markets, advertises, distributes, and/or sells
18 SheaMoisture products throughout the United States, including in California. Upon
19 information and belief, none of Defendant’s members is a citizen of California.

20 11. Defendant designed, authorized, approved, disseminated, and/or
21 controlled the challenged labeling and advertising for the Products.

22 12. The true names and capacities of Defendants sued as Does 1 through 10
23 are unknown to Plaintiff. Plaintiff will amend this Complaint to allege their true
24 names and capacities when ascertained. Plaintiff is informed and believes, and
25 thereon alleges, that each Doe Defendant was responsible in some manner for the
26 acts and omissions alleged herein.

JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1332(d) of the Class Action Fairness Act of 2005 because: (i) there are 100 or more class members; (ii) there is an aggregate amount in controversy exceeding \$5,000,000.00, exclusive of interest and costs; and (iii) minimal diversity exists.

14. This Court has personal jurisdiction over Defendant because Defendant purposefully directs, markets, distributes, and sells the challenged products in California, including in this District, and derives substantial revenue from those sales.

15. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of the events giving rise to Plaintiff's claims occurred in this District, including Plaintiff's purchase of the challenged product and exposure to the challenged representations. Defendant also markets, distributes, and sells the Products in this District.

FACTUAL BACKGROUND

A. Plaintiff's Experience

16. In Spring 2025, Plaintiff purchased the SheaMoisture Moisture & Smooth Conditioner from a retailer in Los Angeles, CA. Plaintiff relied on Defendant's deceptive labeling claims and material omissions (*i.e.* the challenged "100% virgin coconut oil" front-label claim) when making her purchase decision.

17. Plaintiff saw and relied on the front-label "100% virgin coconut oil" representation when making her purchase decision. Plaintiff understood the "100% virgin coconut oil" representation to mean that the conditioner Product was made wholly or predominantly with virgin coconut oil, or otherwise contained virgin coconut oil in a manner materially consistent with the front-label representation. In fact, the Product is not wholly or predominantly virgin coconut oil.

18. Plaintiff's understanding was reasonable in light of the Product's front-label wording, the prominence of the representation, the premium positioning of the SheaMoisture brand, and Defendant's omission of any adequate front-label qualifier.

19. The representation was material to Plaintiff. Plaintiff would not have purchased the Product, or would have paid less for it, had she known that the Product was not 100% virgin coconut oil and instead contained multiple other ingredients.

20. Plaintiff suffered economic injury by paying for a Product that was worth less than represented and by paying a price premium attributable to Defendant's false and misleading labeling.

21. Plaintiff desires to purchase SheaMoisture products containing virgin coconut oil in the future, but cannot rely on Defendant's current labeling because she cannot determine from the front label whether "100% Virgin Coconut Oil" means a product made wholly or predominantly with virgin coconut oil or merely a product containing some amount of coconut oil.

B. The Products and the Challenged Representations

22. The Products are sold under the SheaMoisture brand and marketed as "100% Virgin Coconut Oil." The Products are sold in brick-and-mortar and online retail channels throughout California, including through national retailers.

23. The Products' front labels prominently display the words "100% Virgin Coconut Oil." A subset of Product images are included here:





24. On the very same front labels, Defendant uses “with” and “made with” qualifiers for ingredients it intends to identify as mere components (rosemary, vitamin E, sweet pea, shea butter) — yet it presents coconut oil, and coconut oil alone, with the unqualified quantitative formulation “100% Virgin Coconut Oil.” The contrast within a single label confirms that the “100%” claim communicates something categorically different from an ingredient callout.

25. Defendant’s “100% Virgin Coconut Oil” statement is an absolute and quantitative representation. The phrase “100%” is not a vague puffery statement; it communicates an objective fact about the Products’ composition, ingredient identity, and/or formulation. The phrase is not ambiguous; it does not prompt a reasonable consumer to review the back label to dispel an ambiguity.

26. Reasonable consumers understand the unqualified front-label statement “100% Virgin Coconut Oil,” particularly when displayed prominently as a product-identifying claim, to mean that virgin coconut oil is the Product’s exclusive or predominant characterizing ingredient, or at minimum that the Product contains virgin coconut oil in a substantial amount consistent with that representation. In truth, coconut oil is not a predominant ingredient and appears only as a minor ingredient in the Products. The Products’ ingredient lists establish that virgin coconut oil is not the only or predominant ingredient in the Products:

Product	Exact front-label claim	Coconut oil ingredient rank
Baby Wash & Shampoo	“100% Virgin Coconut Oil”	12th
Daily Hydration Shea Sugar Scrub	“100% Virgin Coconut Oil”	10th
Daily Hydration Body Lotion	“100% Virgin Coconut Oil”	10th
Daily Hydration Body Oil	“100% Virgin Coconut Oil”	9th
Daily Hydration Body Wash	“100% Virgin Coconut Oil”	9th
Baby Lotion	“100% Virgin Coconut Oil”	8th
Daily Hydration Shampoo	“100% Virgin Coconut Oil”	8th

Product	Exact front-label claim	Coconut oil ingredient rank
Baby Wash & Shampoo	"100% Virgin Coconut Oil"	12th
Moisture & Smooth Conditioner	"100% Virgin Coconut Oil"	7th
Moisture & Smooth Shampoo	"100% Virgin Coconut Oil"	7th
Daily Hydration Leave-In Treatment	"100% Virgin Coconut Oil"	5th
Daily Hydration Conditioner	"100% Virgin Coconut Oil"	5th

27. Defendant knows how to use qualifying language when it intends to communicate that a product merely contains or is blended with an ingredient. For example, Defendant and its retailers use terms such as "made with," "with," "infused with," "featuring a blend," or "blended with" when describing products that merely contain a highlighted ingredient. For example, SheaMoisture Bonding Oil's label states "w/ Amla Oil" and "made with fair trade shea butter." The Products' front label, however, omits such clarifying words and instead uses the unqualified representation "100% Virgin Coconut Oil."

28. But the Products are not wholly or predominantly made from virgin coconut oil. Because the Products are not 100% virgin coconut oil, Defendant's representation is false, misleading, and likely to deceive reasonable consumers.

29. Defendant's own products confirm the misleading nature of the challenged labeling. Defendant also sells a SheaMoisture 100% Extra Virgin Coconut Oil Head-to-Toe Nourishing Hydration product that is composed solely or predominantly of coconut oil. By using the "100% Virgin Coconut Oil" representation on multi-ingredient conditioners, shampoos, lotions, washes, and scrubs, Defendant blurs the distinction between a true coconut-oil product and products that merely contain coconut oil as one ingredient among many.



30. The Products are sold at a premium price compared with competing products and private-label alternatives.

31. The Products' ingredient lists do not cure the deception created by the front label. Reasonable consumers should not be required to turn the package around, parse a dense ingredient list, and infer that the prominent front-label representation is false or means something materially narrower than what it says.

32. Defendant's labeling is especially misleading because the Products are sold in a market where consumers value natural, plant-based, premium, and authentic ingredients. Coconut oil, and specifically virgin coconut oil, is a desirable and price-premium ingredient in hair, personal, and baby-care products.

1 33. Defendant's "100% Virgin Coconut Oil" representation enables
2 Defendant to command a price premium and to increase sales by differentiating the
3 Products from competitor products.

4 34. The challenged representation is uniform and/or substantially similar
5 across all Products during the relevant period.

6 35. The Products are substantially similar because each bears the same
7 challenged "100% Virgin Coconut Oil" front-label representation; each is part of the
8 same SheaMoisture 100% Virgin Coconut Oil product line; each uses substantially
9 similar packaging, color scheme, and marketing; each is sold to consumers seeking
10 natural/premium coconut-oil-based personal-care products; and each contains
11 coconut oil as only one ingredient among many rather than as the exclusive or
12 predominant ingredient.

13 36. Defendant's challenged claim is an objective claim, not mere puffery.
14 Whether a product consists wholly or predominantly of a specific ingredient is
15 capable of verification.

16 37. Consumers rely on the representation when making their purchase
17 decision and are damaged as a result.

18 **C. Materiality, Reliance, and Injury**

19 38. The challenged representations are material. Consumers seek products
20 made wholly or predominantly of virgin coconut oil.

21 39. Defendant intended consumers to rely on the challenged representation.

22 40. Defendant placed the challenged representation on packaging, product
23 pages, advertisements, and retailer listings because it knew the claims would
24 influence purchasing decisions.

25 41. Plaintiff saw, read, and relied on the challenged representation before
26 purchasing the Product.

1 42. Class members were exposed to the same or substantially similar
2 challenged representation through uniform packaging, online product listings, and
3 advertising.

4 43. Plaintiff and class members paid more for the Products than they
5 otherwise would have paid, or purchased Products they otherwise would not have
6 purchased, because of Defendant's misleading representations.

7 44. The Products were worth less than represented.

8 45. Plaintiff and class members suffered economic injury, including
9 overpayment and loss of the benefit of the bargain.

10 **D. Defendant's Knowledge**

11 46. Defendant knew or should have known that the challenged
12 representations were false or misleading.

13 47. Defendant is a sophisticated personal-care product company that
14 controls the formulation, packaging, labeling, marketing, and advertising of the
15 Products. Defendant knows the Products' formulation and knows that the Products
16 are not made entirely or predominantly with virgin coconut oil.

17 48. Defendant also knows that consumers rely on front-label representations
18 when purchasing hair-care products, particularly representations concerning
19 premium natural ingredients such as virgin coconut oil.

20 49. Defendant intended consumers to rely on the "100% Virgin Coconut
21 Oil" representation and placed it prominently on the Products' front label to influence
22 purchasing decisions.

23 50. Defendant's misrepresentation was uniform and appeared on the
24 Products' label and in marketing materials during the relevant period. The same core
25 representation was made to Plaintiff and Class members at the point of sale.

26 **E. The Challenged Claims Caused Economic Injury**

27 51. Plaintiff and Class members paid money for Products they would not
28 have purchased, or would have paid less for, absent Defendant's misleading claims.

1 52. The challenged claim allowed Defendant to charge a price premium
2 over competing products and private-label alternatives.

3 53. Plaintiff and Class members did not receive the benefit of their bargain
4 because the Products do not wholly or predominantly consist of virgin coconut oil.

5 54. Plaintiff and Class members suffered economic injury in the amount of
6 the purchase price paid, the price premium paid, or the difference between the
7 Products as represented and the Products as received.

8 **NO ADEQUATE REMEDY AT LAW**

9 55. Plaintiff seeks equitable relief, including restitution and injunctive
10 relief, in the alternative and to the extent permitted by law. Plaintiff does not seek
11 duplicative recovery for the same injury. Rather, Plaintiff pleads equitable remedies
12 because legal remedies alone are not adequate to address the full scope of
13 Defendant's alleged misconduct and the continuing harm caused by Defendant's
14 challenged labeling and advertising.

15 56. First, monetary damages are inadequate to remedy Plaintiff's and the
16 Class's prospective injuries. Damages cannot require Defendant to stop using the
17 challenged representations, cannot require Defendant to correct or clarify its labeling
18 and advertising, cannot require Defendant to disclose the conditions or limitations of
19 the challenged claims, and cannot prevent consumers from being misled in future
20 transactions. Plaintiff continues to desire to purchase hair-care, personal-care, and
21 baby-care products, including the SheaMoisture Products, if they are truthfully
22 labeled and advertised. But absent injunctive relief, Plaintiff cannot determine from
23 Defendant's current labeling whether the challenged representations are accurate.

24 57. Second, legal damages are inadequate to restore Plaintiff's ability to rely
25 on Defendant's representations in the marketplace. The injury is not limited to the
26 amount Plaintiff paid in the past. Defendant's continuing use of the challenged
27 representation threatens ongoing consumer confusion and prevents Plaintiff and other
28 consumers from making informed future purchasing decisions. Prospective

1 injunctive relief is therefore necessary to stop the challenged practices and to ensure
2 that Defendant's future labeling and advertising are accurate, complete, and non-
3 misleading.

4 58. Third, Plaintiff seeks equitable restitution under the UCL and FAL in
5 the alternative to legal damages. At this stage, Plaintiff cannot determine whether
6 legal remedies will fully compensate Plaintiff and the Class because the amount of
7 any price premium, the scope of Defendant's sales, the extent of Defendant's unjust
8 gains, and the difference between the Products as represented and as received are
9 matters within Defendant's possession and require discovery. Plaintiff also seeks
10 restitutionary relief to restore money Defendant obtained through the challenged
11 conduct to the extent such relief is not fully available through legal damages.

12 59. Fourth, equitable relief is independently appropriate because Plaintiff
13 challenges ongoing uniform labeling and advertising practices. A damages award
14 would compensate, at most, past economic injury; it would not require Defendant to
15 change its conduct going forward. Without equitable relief, Defendant may continue
16 to market the Products using the same or substantially similar challenged
17 representations, and consumers will continue to face the same risk of deception.

18 60. Accordingly, Plaintiff pleads equitable relief in the alternative under
19 Federal Rule of Civil Procedure 8(d). If the Court later determines that Plaintiff has
20 an adequate remedy at law for some or all of her requested equitable relief, Plaintiff
21 respectfully requests leave to conform her remedies to the evidence and applicable
22 law.

CLASS ACTION ALLEGATIONS

61. Pursuant to Federal Rule of Civil Procedure 23(a), 23(b)(2), and (b)(3), Plaintiff brings this action on behalf of herself and on behalf of all members of the following putative class:

All persons who, during the applicable limitations period, purchased in California, for personal, family, or household use and not for resale, one or more of the SheaMoisture Products bearing the representation “100% virgin coconut oil” on the front label.

62. Excluded from the Class are Defendant and its officers, directors, affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries, and assigns, as well as any entity in which Defendant has a controlling interest. In addition, governmental entities and any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff are excluded from the Class.

63. Plaintiff reserves the right to amend or otherwise alter the class definition presented to the Court at the appropriate time, or to propose or eliminate sub-classes, in response to facts learned through discovery, legal arguments advanced by Defendant, or otherwise.

64. **Numerosity:** The members of the Class number in the thousands. As a result, joinder of individual plaintiffs is impracticable. The disposition of Plaintiff’s claims will provide a substantial benefit to the persons and the court system by using Rule 23 as the vehicle to adjudicate the rights of hundreds or thousands of individuals in one cause of action. Joining and naming each Class member as a co-plaintiff is unreasonable and impracticable.

65. **Commonality and Predominance:** Questions of law or fact common to members of the Class exist that predominate over questions of law or fact affecting

1 only individual members. The questions of law or fact common to all members
2 include, but are not limited to:

- 3 a. Whether Defendant is responsible for the conduct alleged herein
4 which was uniformly directed at all consumers who purchased the
5 Products;
- 6 b. Whether Defendant's misconduct set forth in this Complaint
7 demonstrates that Defendant engaged in unfair, fraudulent, or
8 unlawful business practices with respect to the advertising,
9 marketing, and sale of the Products;
- 10 c. Whether Defendant made material misrepresentations concerning
11 the Products that were likely to deceive the public;
- 12 d. Whether Defendant made material omissions concerning the
13 Products that were likely to deceive the public;
- 14 e. Whether Defendant represented the Products as "100% Virgin
15 Coconut Oil";
- 16 f. Whether that representation was false, misleading, or likely to
17 deceive reasonable consumers;
- 18 g. Whether Defendant knew or should have known the
19 representation was false or misleading;
- 20 h. Whether Defendant's conduct violated the CLRA, FAL, UCL,
21 and other laws;
- 22 i. Whether Class members paid a price premium;
- 23 j. Whether Plaintiff and the Class are entitled to injunctive relief;
- 24 k. Whether Plaintiff and the Class are entitled to money damages
25 and/or restitution under the same causes of action as the other
26 Class Members.

27 **66. Typicality:** The claims by Plaintiff are substantially similar to the
28 claims of the entire Class and are typical of the claims of the Class.

1 **67. Adequacy of Representation:** Plaintiff will fairly and adequately
2 represent the interests of the Class. The interests of the Class are not antagonistic
3 with the interests of any individual Plaintiff. Plaintiff has the ability to assist and
4 adequately protect the rights of the Class during the litigation. Further, Plaintiff is
5 represented by legal counsel who is competent and experienced in consumer
6 protection, false advertising, and complex litigation, including class action litigation.

7 **68. Superiority:** The maintenance of this action as a class action is superior
8 to all other available methods of adjudication in achieving a fair and efficient
9 adjudication of the controversy in this matter because:

- 10 a. The prosecution of separate actions by individual members of the
11 Class would create a risk of inconsistent or varying adjudications
12 with respect to individual members of the Class;
- 13 b. The action is manageable as a class action because notice of the
14 pendency of the action can readily be furnished to all prospective
15 members of the Class;
- 16 c. In view of the complexity of the issues and the expense of
17 litigation, the separate claims of the individual Class members are
18 insufficient in amount to support the prosecution of separate
19 actions because such members would lack the economic incentive
20 to prosecute such actions; and,
- 21 d. The Class members have a common and undivided interest to
22 ensure that consumers do not continue to purchase mislabeled
23 Products.
- 24 e. The Class is readily definable and prosecution of this action as a
25 class action will eliminate the possibility of repetitious litigation;
26 and

f. Class Members' interests in individually controlling the prosecution of separate actions are outweighed by their interest in efficient resolution by single class action.

69. Additionally, or in the alternative, the Class also may be certified under Rule 23(b)(2) because Defendant has acted or refused to act on grounds generally applicable to the Class thereby making final declaratory and/or injunctive relief with respect to the members of the Class as a whole, appropriate.

70. Plaintiff seeks preliminary and permanent injunctive and equitable relief on behalf of the Class, on grounds generally applicable to the Class, to enjoin and prevent Defendant from engaging in the acts described, and to require Defendant to provide full restitution to Plaintiff and Class members.

71. Unless the Class is certified, Defendant will retain monies that were taken from Plaintiff and Class members as a result of Defendant's wrongful conduct. Unless a classwide injunction is issued, Defendant will continue to commit the violations alleged and the members of the Class and the general public will continue to be misled.

COUNT ONE

VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT ("CLRA")

Cal. Civ. Code §§ 1750 *et seq.*

72. Plaintiff repeats and realleges the allegations of the preceding paragraphs as if fully set forth herein.

73. Plaintiff brings this claim under the CLRA individually and on behalf of the Class against Defendant.

74. Plaintiff and Class members are "consumers" within the meaning of Cal. Civ. Code § 1761(d).

75. At all relevant times, Defendant constituted a "person," as defined in California Civil Code section 1761(c).

1 76. The Products are “goods” within the meaning of Cal. Civ. Code
2 § 1761(a).

3 77. Defendant’s sale and marketing of the Products constituted
4 “transactions” within the meaning of the CLRA.

5 78. Defendant’s sale, marketing, labeling, and advertising of the Products
6 violated the CLRA because Defendant represented that the Products were “100%
7 Virgin Coconut Oil” when they were not.

8 79. Defendant violated the CLRA by representing that the Products had
9 characteristics, uses, benefits, and qualities they did not have, in violation of Cal. Civ.
10 Code § 1770(a)(5).

11 80. Defendant violated the CLRA by representing that the Products were of
12 a particular standard, quality, or grade when they were of another, in violation of Cal.
13 Civ. Code § 1770(a)(7).

14 81. Defendant violated California Civil Code section 1770(a)(9) by
15 advertising the Products with intent not to sell them as advertised.

16 82. Defendant’s conduct was likely to deceive reasonable consumers.

17 83. Plaintiff and Class members reasonably relied on Defendant’s
18 challenged claims.

19 84. Plaintiff and Class members reasonably relied on Defendant’s
20 representations and omissions. Defendant’s representations were material because
21 reasonable consumers would attach importance to the Products’ ingredient identity
22 and composition when deciding whether to purchase them and how much to pay.

23 85. Defendant’s acts and practices were intended to result, and did result, in
24 the sale of the Products to Plaintiff and Class members.

25 86. Plaintiff and Class members suffered economic injury by purchasing
26 Products they would not have purchased, or by paying more than they otherwise
27 would have paid.
28

1 87. Plaintiff provided Defendant with notice of its CLRA violations by letter
2 dated April 6, 2026, sent via certified mail, and demanded that Defendant correct,
3 repair, replace, or otherwise rectify the unlawful practices described herein.
4 Defendant failed to provide the requested relief.

5 88. Plaintiff seeks all relief permitted by the CLRA, including injunctive
6 relief, actual damages, restitution, punitive damages as permitted, attorneys' fees,
7 and costs.

8 89. Defendant's wrongful business practices constituted, and constitute, a
9 continuing course of conduct in violation of the CLRA, since Defendant is still
10 representing that the Products have characteristics which they do not have.

11 90. Plaintiff and Class members were injured and suffered ascertainable
12 loss, injury in fact, and/or actual damage as a proximate result of Defendant's
13 conduct. Plaintiff and Class members overpaid for the Products and did not receive
14 the benefit of their bargain. These injuries are the direct and natural consequence of
15 Defendant's misrepresentations and omissions.

16 91. Under Cal. Civ. Code § 1780(a), Plaintiff and Class members seek
17 monetary relief against Defendant for the harm caused by Defendant's violations of
18 the CLRA as alleged herein.

19 92. Plaintiff and Class members also seek punitive damages against
20 Defendant because its unlawful conduct constitutes malice, oppression, and fraud
21 under Cal. Civ. Code § 3294.

22 93. Plaintiff and Class members seek an order enjoining Defendant's unfair
23 or deceptive acts or practices, restitution, costs of court, and attorneys' fees under
24 Cal. Civ. Code § 1780(e), and any other just and proper relief available under CLRA.
25
26
27
28

COUNT TWO

VIOLATION OF THE FALSE ADVERTISING LAW (FAL)

Cal. Bus. & Prof. Code § 17500, et seq.

94. Plaintiff repeats and realleges the allegations of the preceding paragraphs as if fully set forth herein.

95. Plaintiff brings this count individually and on behalf of members of the Class.

96. California Bus. & Prof. Code § 17500 states: “It is unlawful for any person, ... corporation ...or any employee thereof with intent directly or indirectly to dispose of real or personal property... or to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated ... before the public in this state or from this state before the public in any state, in any newspaper or other publication, or any advertising device, ... or in any other manner or means whatever, including over the Internet, any statement ... which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.”

97. Defendant caused to be made and disseminated statements concerning the Products, including the front-label representation “100% Virgin Coconut Oil.”

98. Those statements were false and misleading because the Products are not 100% virgin coconut oil and contain multiple other ingredients.

99. Defendant knew or should have known that the challenged statements were false or misleading because Defendant controlled the Products’ formulation and labeling and knew the Products were not 100% virgin coconut oil.

100. Plaintiff and Class members reasonably relied on Defendant’s false and misleading advertising and suffered economic injury as a result.

101. Pursuant to Cal. Bus. & Prof. Code § 17500, Plaintiff and the Class seek an order enjoining Defendant’s false advertising, any such orders or judgments as may be necessary to restore to Plaintiff and the Class members any money acquired

1 by unfair competition, including restitution and/or restitutionary disgorgement, and
 2 any other just and proper relief available.

3 **COUNT THREE**

4 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW** 5 **(UCL)**

6 **Cal. Bus. & Prof. Code § 17200, *et seq.***

7 102. Plaintiff repeats and realleges the allegations of the preceding
 8 paragraphs as if fully set forth herein.

9 103. Plaintiff brings this count individually and on behalf of members of the
 10 Class.

11 104. California's Unfair Competition Law (UCL), Cal. Bus. & Prof. Code
 12 § 17200 *et seq.*, proscribes acts of unfair competition, including "any unlawful, unfair
 13 or fraudulent business act or practice and unfair, deceptive, untrue or misleading
 14 advertising."

15 105. **Unlawful Prong.** Defendant's conduct is unlawful because it violates
 16 the CLRA, the FAL, California's Sherman Food, Drug, and Cosmetic Law, including
 17 California Health and Safety Code section 111730, and the public-policy standards
 18 reflected in the Federal Food, Drug, and Cosmetic Act, including 21 U.S.C. sections
 19 321(n) and 362(a). Plaintiff does not seek to privately enforce the FDCA; Plaintiff
 20 alleges these violations as predicate unlawful acts and as evidence that Defendant's
 21 labeling is false and misleading under California law.

22 106. **Unfair Prong.** Defendant's conduct is unfair because it offends
 23 established public policy favoring truthful product labeling and honest consumer
 24 advertising, is immoral, unethical, oppressive, unscrupulous, and substantially
 25 injurious to consumers, and the harm to consumers is not outweighed by any
 26 countervailing benefits. Defendant could easily have used truthful qualifying
 27 language but chose not to do so.
 28

1 107. **Fraudulent Prong.** Defendant's conduct is fraudulent because the
2 Products' "100% Virgin Coconut Oil" representation is likely to deceive reasonable
3 consumers. The Products are not 100% virgin coconut oil and instead contain
4 numerous other ingredients.

5 108. Plaintiff and the other members of the Class have in fact been deceived
6 as a result of their reliance on Defendant's material representations and omissions.
7 This reliance has caused harm to Plaintiff and the other members of the Class, each
8 of whom purchased Defendant's Products. Plaintiff and the other Class members
9 have suffered injury in fact and lost money as a result of purchasing the Products and
10 Defendant's unlawful, unfair, and fraudulent practices.

11 109. Defendant's wrongful business practices and violations of the UCL are
12 ongoing.

13 110. Plaintiff and the Class seek pre-judgment interest as a direct and
14 proximate result of Defendant's unfair and fraudulent business conduct. The amount
15 on which interest is to be calculated is a sum certain and capable of calculation, and
16 Plaintiff and the Class seek interest in an amount according to proof.

17 111. Unless restrained and enjoined, Defendant will continue to engage in
18 the above-described conduct. Accordingly, injunctive relief is appropriate. Pursuant
19 to California Business & Professions Code section 17203, Plaintiff, individually and
20 on behalf of the Class, seeks (1) restitution from Defendant of all money obtained
21 from Plaintiff and the other Class members as a result of unfair competition; (2) an
22 injunction prohibiting Defendant from continuing such practices in the State of
23 California that do not comply with advertising laws; and (3) all other relief this Court
24 deems appropriate, consistent with California Business & Professions Code section
25 17203.

COUNT FOUR

BREACH OF EXPRESS WARRANTY

Cal. Com. Code § 2313

112. Plaintiff repeats and realleges the allegations of the preceding paragraphs as if fully set forth herein.

113. Plaintiff brings this count individually and on behalf of members of the Class.

114. Defendant made an express warranty that the Products were “100% Virgin Coconut Oil.” This representation was an affirmation of fact, promise, and description of the Products that became part of the basis of the bargain.

115. The Products did not conform to Defendant’s express warranty because they are not 100% virgin coconut oil and contain multiple other ingredients.

116. Plaintiff and Class members purchased the Products in reliance on Defendant’s express warranty and were injured when the Products failed to conform to that warranty.

117. Plaintiff provided Defendant with pre-suit notice of the breach through the April 6, 2026 CLRA notice letter, which identified the Products, the challenged representation, and the basis for Plaintiff’s contention that the representation was false and misleading.

118. Plaintiff and the Class were injured as a direct and proximate result of Defendant’s breach, including by paying a price premium and/or by purchasing products they would not have purchased absent the breach.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the proposed Class, respectfully requests that the Court enter judgment in Plaintiff's favor and against Defendant as follows:

- a. Certifying this action as a class action under Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3);
- b. Appointing Plaintiff Ruffina Yuryeva as Class Representative and appointing Plaintiff's counsel as Class Counsel;
- c. Declaring that Defendant's challenged conduct violates the CLRA, FAL, UCL, and other laws alleged herein;
- d. Awarding actual damages, statutory damages where available, punitive damages where available, restitution, disgorgement to the extent permitted by law, and all other monetary relief available by law;
- e. Ordering Defendant to cease the challenged practices and to engage in corrective advertising and/or corrective labeling;
- f. Ordering Defendant to provide notice, refunds, and other appropriate relief to Class members;
- g. Awarding pre-judgment and post-judgment interest;
- h. Awarding reasonable attorneys' fees and costs under the CLRA, Code of Civil Procedure section 1021.5, and any other applicable law; and,
- i. Awarding such other and further relief as the Court deems just and proper.

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DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable of right.

Dated: June 11, 2026

THE LAW OFFICES OF LEON OZERAN

By: /s/ Leon Ozeran
LEON OZERAN

Attorney for Plaintiff