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7 Attorneys for Plaintiff
8 RUFFINA YURYEVA

9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**
11 **WESTERN DIVISION**

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

Plaintiff,

15 v.

16 PATAFOODS, INC. d/b/a AMARA
17 ORGANIC FOODS,

18 Defendant.

Case No. 2:26-cv-4037

**PLAINTIFF’S CLASS ACTION
COMPLAINT**

DEMAND FOR JURY TRIAL

19
20 Plaintiff RUFFINA YURYEVA (“Plaintiff”), individually and on behalf of
21 all others similarly situated, by and through her attorneys, brings this Class Action
22 Complaint (“Complaint”) against Defendant PATAFOODS, INC. d/b/a AMARA
23 ORGANIC FOODS (“Defendant”).

24 **INTRODUCTION**

25 1. This is a consumer protection action arising from Defendant’s labeling,
26 advertising, marketing, and sale of Defendant’s food products called Amara Organic
27 Smoothie Melts (the “Products”). The Products are available in a variety of flavors,
28

1 each with the same or substantially the same representations made on the Product
2 packaging.¹

3 2. Specifically, Defendant represents and markets the Products as “Plant-
4 Based Yogurt,” “Non-Dairy Yogurt,” and/or “Yogurt” smoothie melts.

5 3. Defendant markets the Products to consumers for whom representations
6 concerning yogurt are material. Yogurt is commonly understood to be a cultured
7 food associated with yogurt cultures, probiotics, and related nutritional benefits.

8 4. Defendant’s labeling and advertising are deceptive because the Products
9 are marketed as yogurt products even though they are not cultured with yogurt
10 cultures and do not contain yogurt cultures or probiotic ingredients of the kind
11 reasonable consumers associate with yogurt.

12 5. Reasonable consumers understand “yogurt,” including “plant-based
13 yogurt,” to refer to a cultured product; Defendant reinforces that understanding
14 through its own marketing and blog statements, as detailed below; these melts are
15 sold with yogurt language despite not being cultured or disclosing yogurt/live-
16 culture/probiotic ingredients.

17 6. Defendant further deceives consumers by touting “Finally. A Yogurt
18 Melt you can Trust,” despite knowing its Products are in fact untrustworthy and are
19 not a yogurt product.²

20 7. Defendant’s own public statements further reinforce the message that
21 products marketed as “yogurt”—including plant-based yogurt—contain probiotics or
22 live cultures. Defendant has publicly described dairy-free yogurts as being “full of
23 probiotics” and has described probiotics/live cultures as ingredients used to make
24 non-dairy yogurt.

25
26 _____
27 ¹ There are four flavors of the Product: (1) Mango Carrot, (2) Mixed Red Berry,
28 (3) Mighty Sweet Green, and (4) Carrot Raspberry.

² https://amaraorganicfoods.com/pages/yogurtsmoothiemelts?srsltid=AfmBOopxBq3hnxaaSRuyQhp8Ex_TFp_1xZfG22XA1-NW2SdzhUJ4WYpR

1 8. Reasonable consumers, acting under the circumstances, are likely to
2 understand Defendant’s “yogurt” representations to mean that the Products are made
3 using the culturing features that define yogurt. In fact, the Products are not.

4 9. Plaintiff purchased the Products in Los Angeles, California, relied on
5 Defendant’s yogurt-related representations, and paid more than she otherwise would
6 have paid, or would not have purchased the Products at all, had she known the truth.

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

12 **PARTIES**

13 11. Plaintiff Ruffina Yuryeva is a citizen of California, residing in Los
14 Angeles, California. She relied on Defendant’s deceptive labeling claims and
15 material omissions and purchased the Products during the Class Period while residing
16 in Los Angeles.

17 12. Defendant PataFoods, Inc. d/b/a Amara Organic Foods is a Delaware
18 corporation. Defendant maintains a registered agent in California at 1325 J Street,
19 Sacramento, CA. Throughout the Class Period, Defendant was the manufacturer and
20 distributor of the Products.

21 **JURISDICTION AND VENUE**

22 13. This Court has subject matter jurisdiction of this action pursuant to 28
23 U.S.C. §§1332(d) of the Class Action Fairness Act of 2005 because: (i) there are 100
24 or more class members; (ii) there is an aggregate amount in controversy exceeding
25 \$5,000,000.00, exclusive of interest and costs; and (iii) minimal diversity exists.

26 14. This Court has personal jurisdiction over Defendant because Defendant
27 conducts and transacts business in the State of California, contracts to supply goods
28 within the State of California, and supplies goods within the State of California.

1 Defendant, on its own and through its agents, is responsible for the formulation,
2 ingredients, manufacturing, labeling, marketing, and sale of the Products in
3 California. The Products’ package states the Products are “Distributed by PataFoods,
4 Inc. San Francisco, CA 94117.” The marketing of the Products, including the
5 decision of what to include and not include on the labels, emanates from Defendant.
6 Thus, Defendant has intentionally availed itself of the markets within California
7 through its advertising, marketing, and sale of the Products to consumers in
8 California, including Plaintiff. The Court also has specific jurisdiction over
9 Defendant as it has purposefully directed activities towards the forum state,
10 Plaintiff’s claims arise out of those activities, and it reasonable for Defendant to
11 defend this lawsuit because it has sold the at-issue Products to Plaintiff and members
12 of the Class in California. By distributing and selling the Products in California,
13 Defendant has intentionally expressly aimed conduct at California which caused
14 harm to Plaintiff and the Class which Defendant knows is likely to be suffered by
15 Californians.

16 15. Venue is proper in this District pursuant to 28 U.S.C. §1391(b) because
17 Defendant engages in continuous and systematic business activities within the State
18 of California. Venue is further proper pursuant to 28 U.S.C. §1391(b) because a
19 substantial part of the events or omissions giving rise to the claim occurred in this
20 District because Plaintiff purchased one of the Products within this District. Venue
21 is also proper in this District pursuant to Cal. Civ Code. § 1780(c) because Defendant
22 is doing business in this District, and Plaintiff purchased a Product at issue in this
23 District.

24 **FACTUAL BACKGROUND**

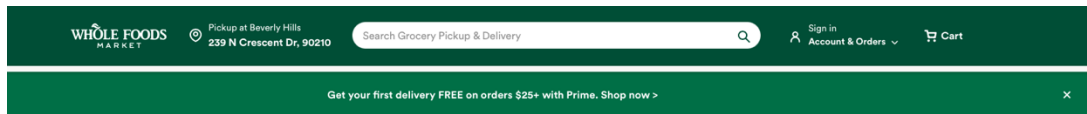
25 **A. The Products and the Challenged Representations**

26 16. Defendant sells the Products under the Amara brand.

27 17. The challenged Products include Amara Organic Smoothie Melts
28 marketed with yogurt-related representations, including products identified as

1 “Yogurt Smoothie Melts,” “Plant-Based Yogurt Snack,” “Yogurt Snack Smoothie
2 Melts,” and/or substantially similar representations. The Products come in a variety
3 of flavors and package sizes.

4 18. Some of the Products and related marketing are displayed here:



20 < Grocery Pickup & Delivery



28 Amara

Amara Organic Mighty Sweet Greens Yogurt Snack Smoothie Melts, 1 Oz

\$5.03 \$6.29 (\$5.03 / ounce) SNAP EBT eligible

20% off

Join Prime to buy this item at \$4.53

Sold in Beverly Hills [Change Store](#)

Located in Aisle 2

\$9.95 delivery Overnight 7AM - 9AM with Prime

Add to Cart

Description

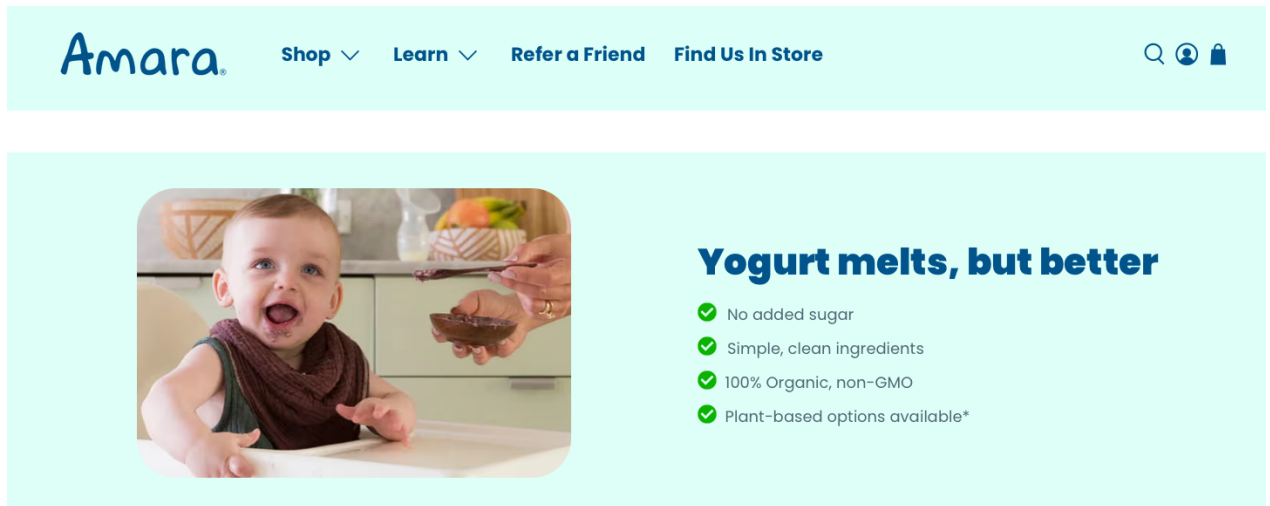
Ingredients

Just Organic Mango, Organic Apple, Organic Spinach, Organic Coconut Milk.

1 19. The Products are sold through Defendant’s website, major retailers, and
2 retailers’ websites.

3 20. On the Products’ front labels, on retailers’ websites, on Defendant’s
4 website, and in associated marketing, Defendant represents the Products as “yogurt
5 snack,” “yogurt smoothie melts,” and/or “plant-based yogurt snack.”

6 21. For example, Defendant’s Product labels and website pages for the
7 Products market the Products using yogurt-related representations including “Plant-
8 Based Yogurt,” “Non-Dairy Yogurt Baby Snack,” and “Yogurt melts, but better.”



18

19 22. Defendant also touts that the Products are “A Yogurt Melt you can
20 Trust.”

21 23. Defendant’s “yogurt” representations are prominent, uniform, and
22 material. They are not incidental. They are part of the product name, product
23 identity, and central sales message.

24 **B. The Products Do Not Contain Disclosed Yogurt Cultures or Probiotic**
25 **Ingredients**

26 24. Despite the yogurt representations, the Products do not contain yogurt
27 cultures, probiotic ingredients, or other culturing ingredients reasonably associated
28 with yogurt.

1 25. The Products are not cultured with yogurt cultures and do not contain
2 the probiotic or yogurt-culture ingredients that reasonable consumers expect from
3 products sold as “yogurt” or “plant-based yogurt.”

4 26. The Products are instead uncultured fruit- and/or vegetable-based melts
5 that use “yogurt” terminology to capitalize on yogurt’s nutritional and probiotic
6 associations.

7 **C. Reasonable Consumers Understand Yogurt to Be a Cultured Food**

8 27. Yogurt is commonly understood by reasonable consumers to be a
9 cultured food.

10 28. Consumers often seek yogurt products specifically for their perceived
11 digestive, probiotic, and nutritional attributes.

12 29. Defendant itself has reinforced that understanding. In its public blog
13 posts, Defendant has stated that dairy-free yogurts are “full of probiotics” and has
14 described probiotics/live cultures as the ingredients used to make non-dairy yogurt.

15 30. Defendant’s own blog post, titled Your Guide to Dairy-Free Yogurt:
16 Nutrition, Recommendations and Recipes, tells consumers that dairy-free yogurts are
17 “full of probiotics” and explains that probiotics are the living cultures that make
18 regular yogurt beneficial for the gut microbiome.³

19 31. The same blog post includes a section titled “DIY: How to Make Non-
20 Dairy Yogurt at Home,” and in Step 3 instructs consumers to “Add Probiotics/Live
21 Cultures,” further stating that a consumer may add probiotic powder, liquid
22 probiotics, or a live culture starter to make non-dairy yogurt.

23 32. Through these statements, Defendant reinforces the message that
24 yogurt, including non-dairy yogurt, is associated with probiotics or live cultures. A
25 reasonable consumer therefore would understand Defendant’s use of “yogurt” on the
26 Products to convey that the Products possess yogurt-associated culturing features.

27
28 ³ https://amaraorganicfoods.com/blogs/blog/dairy-free-yogurt-for-toddlers?srsltid=AfmBOopK9pLCNG4OqyIqsuEFCpl1e6r3XEPvTguV1NPI9B906v8_9KWq

1 33. That representation is false or misleading because, as alleged herein, the
2 Products do not include yogurt cultures, probiotics, or other comparable culturing
3 ingredients, notwithstanding Defendant’s use of yogurt terminology.

4 34. A reasonable consumer therefore would understand Defendant’s yogurt
5 representations to communicate that the Products are in fact yogurt products or
6 possess the culturing features associated with yogurt. That message is false or
7 misleading.

8 **D. The Deception Is Material**

9 35. Whether a snack is truly a yogurt product is material to reasonable
10 consumers.

11 36. Consumers are willing to pay a premium for products they believe
12 provide the distinctive qualities associated with yogurt, including cultured-food
13 characteristics and probiotic associations.

14 37. Defendant knew, or at minimum should have known, that its yogurt
15 representations were likely to mislead reasonable consumers.

16 38. Defendant intended for consumers to rely on those representations when
17 deciding whether to purchase the Products and how much to pay for them.

18 **E. Plaintiff’s Purchase, Reliance, and Injury**

19 39. Plaintiff purchased multiple flavors of the Products in California during
20 the Class Period. In Fall 2025, Plaintiff purchased the Amara Smoothie Melts in the
21 Mixed Red Berries flavor from Whole Foods. Plaintiff also purchased the Carrot
22 Raspberry flavored Product from Costco.com in Winter 2026.

23 40. Plaintiff saw and relied on Defendant’s yogurt-related representations
24 when purchasing the Products.

25 41. Plaintiff understood those representations to mean that the Products
26 were made using yogurt cultures and/or probiotic culturing associated with yogurt.
27 The Products are no such thing.
28

1 42. Plaintiff would not have purchased the Products, or would have paid less
2 for them, had she known the true facts.

3 43. As a direct and proximate result of Defendant's conduct, Plaintiff
4 suffered economic injury, including loss of money and/or property in the form of a
5 price premium.

6 44. Plaintiff continues to see the Products for sale online and at retail stores
7 in California and nationwide and desires to purchase the Products again if the
8 Products contained the benefits associated with yogurt or were labeled in a non-
9 deceptive manner. However, as a result of Defendant's ongoing misrepresentations
10 and material omissions, Plaintiff is unable to rely on the Products' labeling when
11 deciding in the future whether to purchase the Products. Plaintiff faces a continuing
12 inability to rely on Defendant's Product labeling and advertising and would purchase
13 the Products in the future if they were lawfully and truthfully labeled.

14 **F. Plaintiff and Class Members Suffered Injury**

15 45. Plaintiff and putative class members suffered economic injury as a result
16 of Defendant's actions. Plaintiff and putative class members spent money that,
17 absent Defendant's actions, they would not have spent. With all the other food
18 products on the market, a reasonable consumer would choose to purchase a product
19 that offered the nutritional benefits promised. Plaintiff and putative class members
20 are entitled to damages and restitution for the purchase price of the Products that were
21 falsely advertised and not fit for their represented purpose. Consumers, including
22 Plaintiff, would not have purchased Defendant's Products or would have paid less
23 had they known the Products did not contain the health benefits associated with
24 yogurt.

25 46. Defendant failed to adequately disclose that the Products did not contain
26 the benefits of yogurt, including live cultures. Had Plaintiff and putative class
27 members known the truth, they would not have purchased the Products or would have
28 paid less for the Products.

1 47. Plaintiff and putative class members were denied the benefit of the
2 bargain as a result of Defendant’s false advertising and omissions.

3 48. Accordingly, Plaintiff brings this action individually and on behalf of
4 other similarly situated consumers to halt the dissemination of Defendant’s deceptive
5 advertising message, correct the deceptive perception it has created in the minds of
6 consumers, and obtain redress for those who have purchased the Products. As a
7 consequence of Defendant’s deceptive labeling and material omissions, Plaintiff
8 alleges Defendant has violated and is violating California’s Consumers Legal
9 Remedies Act, Cal. Civ. Code § 1750 et seq. (the “CLRA”), California’s Unfair
10 Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. (the “UCL”), and Cal Bus.
11 & Prof. Code § 17500 et seq. (the “FAL”).

12 **NO ADEQUATE REMEDY AT LAW**

13 49. Plaintiff seeks equitable relief in the alternative and to the extent
14 permitted by law. Plaintiff and members of the class are entitled to equitable relief
15 as no adequate remedy at law exists.

16 50. The statutes of limitations for the causes of action pled herein vary.
17 Class members who purchased the Products more than three years prior to the filing
18 of the Complaint will be barred from recovery if equitable relief were not permitted
19 under the UCL.

20 51. Plaintiff lacks an adequate remedy at law with respect to prospective
21 harm. Monetary damages cannot require Defendant to stop using the challenged
22 “yogurt” representations, cannot require Defendant to correct its labeling and
23 advertising, and cannot restore Plaintiff’s ability to rely on Defendant’s
24 representations in the future. Plaintiff continues to desire to purchase the Products if
25 they are reformulated to conform to the yogurt-related representations at issue, or if
26 they are truthfully labeled in a non-misleading manner. Absent injunctive relief,
27 Plaintiff cannot know whether Defendant’s labeling has been corrected and therefore
28

1 cannot rely on the Products' packaging and advertising when deciding whether to
2 purchase the Products in the future.

3 52. Equitable relief is therefore necessary to prevent continuing and future
4 harm to Plaintiff and the Class. Plaintiff seeks injunctive relief requiring Defendant
5 to cease the challenged representations and to market and label the Products in a
6 lawful, accurate, and non-misleading manner.

7 53. To the extent Plaintiff seeks restitutionary equitable relief, Plaintiff
8 alleges that legal remedies alone are not complete or adequate to address the full
9 scope of the ongoing harm caused by Defendant's continuing labeling and marketing
10 practices, including the inability of consumers to rely on the Products' labeling and
11 the need for prospective relief directed at Defendant's conduct.

12 54. In addition, Plaintiff is currently unable to accurately quantify the
13 damages caused by Defendant's future harm, because discovery and Plaintiff's
14 investigation have not yet completed, rendering injunctive relief necessary. Further,
15 because a public injunction is available under the UCL, and damages will not
16 adequately benefit the general public in a manner equivalent to an injunction.

17 **CLASS ACTION ALLEGATIONS**

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

21 All persons who purchased the Products for personal use
22 in the United States within the applicable statute of
23 limitations until the date class notice is disseminated.

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

4 All persons who purchased the Products for personal use
5 in California within the applicable statute of limitations
6 until the date class notice is disseminated.

7 57. The nationwide class and California subclass will be collectively
8 referred to as the “Class.”

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

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

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

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27
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1 61. **Commonality and Predominance:** Questions of law or fact common
2 to members of the Class exist that predominate over questions of law or fact affecting
3 only individual members. The questions of law or fact common to all members
4 include, but are not limited to:

- 5 a. Whether Defendant is responsible for the conduct alleged herein
6 which was uniformly directed at all consumers who purchased the
7 Products;
- 8 b. Whether Defendant’s misconduct set forth in this Complaint
9 demonstrates that Defendant engaged in unfair, fraudulent, or
10 unlawful business practices with respect to the advertising,
11 marketing, and sale of the Products;
- 12 c. Whether Defendant made material misrepresentations concerning
13 the Products that were likely to deceive the public;
- 14 d. Whether Defendant made material omissions concerning the
15 Products that were likely to deceive the public;
- 16 e. Whether Plaintiff and the Class are entitled to injunctive relief;
- 17 f. Whether Plaintiff and the Class are entitled to money damages
18 and/or restitution under the same causes of action as the other
19 Class Members.

20 62. **Typicality:** The claims by Plaintiff are substantially similar to the
21 claims of the entire Class and are typical of the claims of the Class.

22 63. **Adequacy of Representation:** Plaintiff will fairly and adequately
23 represent the interests of the Class. The interests of the Class are not antagonistic
24 with the interests of any individual Plaintiff. Plaintiff has the ability to assist and
25 adequately protect the rights of the Class during the litigation. Further, Plaintiff is
26 represented by legal counsel who is competent and experienced in products liability
27 cases and in complex litigation, including class action litigation.
28

1 64. **Superiority:** The maintenance of this action as a class action is superior
2 to all other available methods of adjudication in achieving a fair and efficient
3 adjudication of the controversy in this matter because:

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

24 65. Additionally, or in the alternative, the Class also may be certified
25 because Defendant has acted or refused to act on grounds generally applicable to the
26 Class thereby making final declaratory and/or injunctive relief with respect to the
27 members of the Class as a whole, appropriate.
28

1 75. Defendant violated Cal. Civ. Code § 1770(a)(7) by representing that the
2 Products are of a particular standard, quality, or grade when they are of another.
3 Specifically, Defendant represented that the Products contained “plant-based
4 yogurt.” Reasonable consumers therefore understand the Products to contain the
5 health benefits associated with yogurt, including active cultures and probiotics.
6 Defendant failed to disclose that the Products contain no such benefits.

7 76. Defendant’s violations were material and likely to deceive reasonable
8 consumers.

9 77. Plaintiff relied on Defendant’s deceptive conduct and suffered damage
10 as a result.

11 78. On March 2, 2026, Plaintiff served Defendant with written notice under
12 Cal. Civ. Code § 1782 by certified mail, return receipt requested, identifying the
13 particular violations and demanding correction. More than 30 days have passed and
14 Defendant failed to provide appropriate relief.

15 79. Plaintiff seeks all relief permitted by the CLRA, including injunctive
16 relief, actual damages, restitution, punitive damages as permitted, attorneys’ fees,
17 and costs.

18 80. Plaintiff and Class members relied on the yogurt representations made
19 by Defendant when making the decision to purchase the Product.

20 81. Defendant intentionally and knowingly misrepresented material facts
21 regarding the Products with intent to mislead Plaintiff and Class members.

22 82. Defendant knew or should have known that its conduct violated the
23 California CLRA.

24 83. Defendant owed Plaintiff and Class members a duty to disclose the truth
25 about the Products because Defendant made incomplete representations regarding
26 the characteristics of the Products, while purposefully withholding material facts
27 from Plaintiff and Class members that contradicted these representations.
28

1 84. Defendant disseminated, or caused to be disseminated, through its
2 advertising, false and misleading representations, including the Products’ labeling
3 and marketing, that the Products are a “plant-based yogurt snack,” “yogurt smoothie
4 melt,” “yogurt snack,” and/or contain the benefits of yogurt. Defendant fails to
5 disclose that the Products in fact contain no active or live cultures and no benefits of
6 yogurt. This is a material omission as a reasonable consumer would find the fact that
7 the Products contain no live or active cultures to be important to their decision in
8 purchasing the Products. Indeed, the FDA guidelines require that yogurt products
9 that do not contain live or active cultures affirmatively state that they do not contain
10 live and active cultures.

11 85. Defendant’s representations violate the CLRA in the following ways:

- 12 a. Defendant represented that the Products have characteristics,
13 ingredients, uses, and benefits which they do not have (Cal. Civ.
14 Code § 1770(a)(5));
- 15 b. Defendant represented that the Products are of a particular
16 standard, quality, or grade, which they are not (Cal. Civ. Code §
17 1770(a)(7));
- 18 c. Defendant advertised the Products with an intent not to sell the
19 Products as advertised (Cal. Civ. Code § 1770(a)(9)); and
20 Defendant represented that the subject of a transaction has been
21 supplied in accordance with a previous representation when it has
22 not (Cal. Civ. Code § 1770(a)(16)).

23 86. Defendant’s wrongful business practices constituted, and constitute, a
24 continuing course of conduct in violation of the CLRA, since Defendant is still
25 representing that the Products have characteristics which they do not have.

26 87. Plaintiff and Class members were injured and suffered ascertainable
27 loss, injury in fact, and/or actual damage as a proximate result of Defendant’s
28 conduct, Plaintiff and Class members overpaid for the Products and did not receive

1 the benefit of their bargain. These injuries are the direct and natural consequence of
2 Defendant’s misrepresentations and omissions.

3 88. Under Cal. Civ. Code § 1780(a), Plaintiff and Class members seek
4 monetary relief against Defendant for the harm caused by Defendant’s violations of
5 the CLRA as alleged herein.

6 89. Plaintiff and Class members also seek punitive damages against
7 Defendant because its unlawful conduct constitutes malice, oppression, and fraud
8 under Cal. Civ. Code § 3294.

9 90. Plaintiff and Class members seek an order enjoining Defendant’s unfair
10 or deceptive acts or practices, restitution, costs of court, and attorneys’ fees under
11 Cal. Civ. Code § 1780(e), and any other just and proper relief available under CLRA.

12 **COUNT TWO**

13 **VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW**

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

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

17 92. Plaintiff brings this count individually and on behalf of members of the
18 Class.

19 93. California’s Unfair Competition Law (UCL), Cal. Bus. & Prof. Code
20 § 17200 *et seq.*, proscribes acts of unfair competition, including “any unlawful, unfair
21 or fraudulent business act or practice and unfair, deceptive, untrue or misleading
22 advertising.”

23 94. Defendant’s conduct is unlawful because it violates, among other laws,
24 the CLRA and FAL, and because the Products are misbranded within the meaning of
25 California’s Sherman Food, Drug, and Cosmetic Law, including because their
26 labeling is false or misleading and, to the extent Defendant represents them as yogurt
27 or plant-based yogurt foods, does not conform to the applicable standard and identity
28 requirements.

1 95. Defendant committed “unfair” business acts or practices by: (1)
2 engaging in conduct where the utility of such conduct is outweighed by the harm to
3 Plaintiff and the members of the Class; (2) engaging in conduct that is immoral,
4 unethical, oppressive, unscrupulous, or substantially injurious to Plaintiff and the
5 members of the Class; and (3) engaging in conduct that undermines or violates the
6 intent of the consumer protection laws alleged herein. There is no societal benefit
7 from deceptive advertising. Plaintiff and the other Class members paid for a Product
8 that is not as advertised by Defendant. Further, Defendant failed to disclose a
9 material fact (that the Products do not contain live or cultures or any probiotics) of
10 which it had exclusive knowledge. While Plaintiff and the other Class members were
11 harmed, Defendant was unjustly enriched by its false misrepresentations and material
12 omissions. As a result, Defendant’s conduct is “unfair,” as it offended an established
13 public policy. There were reasonably available alternatives to further Defendant’s
14 legitimate business interests, other than the conduct described herein.

15 96. Defendant’s conduct is fraudulent because it is likely to deceive
16 reasonable consumers into believing the Products are yogurt products or have the
17 culturing features associated with yogurt. Defendant made these representations with
18 the intent to deceive.

19 97. Plaintiff and the other members of the Class have in fact been deceived
20 as a result of their reliance on Defendant’s material representations and omissions.
21 This reliance has caused harm to Plaintiff and the other members of the Class, each
22 of whom purchased Defendant’s Products. Plaintiff and the other Class members
23 have suffered injury in fact and lost money as a result of purchasing the Product and
24 Defendant’s unlawful, unfair, and fraudulent practices.

25 98. Defendant’s wrongful business practices and violations of the UCL are
26 ongoing.

27 99. Plaintiff and the Class seek pre-judgment interest as a direct and
28 proximate result of Defendant’s unfair and fraudulent business conduct. The amount

1 on which interest is to be calculated is a sum certain and capable of calculation, and
2 Plaintiff and the Class seek interest in an amount according to proof.

3 100. Unless restrained and enjoined, Defendant will continue to engage in
4 the above-described conduct. Accordingly, injunctive relief is appropriate. Pursuant
5 to California Business & Professions Code section 17203, Plaintiff, individually and
6 on behalf of the Class, seek (1) restitution from Defendant of all money obtained
7 from Plaintiff and the other Class members as a result of unfair competition; (2) an
8 injunction prohibiting Defendant from continuing such practices in the State of
9 California and nationwide that do not comply with advertising laws; and (3) all other
10 relief this Court deems appropriate, consistent with California Business &
11 Professions Code section 17203.

12 **COUNT THREE**

13 **VIOLATION OF THE FALSE ADVERTISING LAW**

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

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

17 102. Plaintiff brings this count individually and on behalf of members of the
18 Class.

19 103. California Bus. & Prof. Code § 17500 states: “It is unlawful for any
20 person, ... corporation ...or any employee thereof with intent directly or indirectly
21 to dispose of real or personal property... or to induce the public to enter into any
22 obligation relating thereto, to make or disseminate or cause to be made or
23 disseminated ... before the public in this state or from this state before the public in
24 any state, in any newspaper or other publication, or any advertising device, ... or in
25 any other manner or means whatever, including over the Internet, any statement ...
26 which is untrue or misleading, and which is known, or which by the exercise of
27 reasonable care should be known, to be untrue or misleading.”
28

1 f. Ordering Defendant to pay both pre- and post-judgment interest on any
2 amounts awarded; and,

3 g. Such other relief as the Court may deem just and proper.

4 **DEMAND FOR JURY TRIAL**

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

7

8 Dated: April 15, 2026

THE LAW OFFICES OF LEON OZERAN

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By: /s/ Leon Ozeran

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LEON OZERAN

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Attorney for Plaintiff

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