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David W. Slayton,
Executive Officer/Clerk of Court,
By A. Zadorian, Deputy Clerk

Counsel for Plaintiffs and the Proposed Class

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MICHAEL WALSH, individually and on
behalf of all others similarly situated, and
WALTER ALEXANDER, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

7-ELEVEN, INC., Texas corporation, and
DOES 1-20, inclusive,

Defendants.

Case No. **26STCV17260**

CLASS ACTION COMPLAINT

1. VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW, BUSINESS AND PROFESSIONS CODE § 17200, *et seq.*
2. FALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17500, *et seq.*
3. VIOLATION OF CALIFORNIA CONSUMERS LEGAL REMEDIES ACT, CIVIL CODE § 1750, *et. Seq.*
4. BREACH OF EXPRESS WARRANTY
5. RESTITUTION BASED ON QUASI-CONTRACT/UNJUST ENRICHMENT
6. INTENTIONAL MISREPRESENTATION
7. NEGLIGENT MISREPRESENTATION

DEMAND FOR JURY TRIAL

1 Plaintiffs Michael Walsh and Walter Alexander (“**Plaintiffs**”), individually and on behalf of
2 all others similarly situated, bring this class action complaint against 7-Eleven, Inc., and Does 1
3 through 20, inclusive (collectively “**Defendants**”) and allege as follows:

4 **SUMMARY OF THE ACTION**

5 1. This is a class action lawsuit brought on behalf of all purchasers of Defendants’ Seven
6 Select branded “naturally flavored” pastry products (the “**Products**”), sold online and at retail
7 locations throughout California and the United States.

8 2. Defendants falsely and deceptively advertise the Products as being “naturally
9 flavored” (“**Naturally Flavored Representation**”). However, contrary to the Products’ Naturally
10 Flavored Representation, as explained in detail below, the Products contain manufactured citric acid
11 — a well-documented, FDA defined artificial flavoring ingredient.

12 3. Through falsely, misleadingly, and deceptively labeling the Products, Defendants
13 seek to take advantage of consumers’ desire for truly premium products that are free from artificial
14 flavoring agents. Yet, Defendants do so at the expense of unwitting consumers, as well as
15 Defendants’ lawfully acting competitors, over whom Defendants maintain an unfair competitive
16 advantage.

17 4. Plaintiffs bring this action individually and in a representative capacity on behalf of
18 similarly situated consumers who purchased the Products during the relevant Class Period (Class
19 and/or Subclass defined infra), for dual primary objectives: **One**, Plaintiffs seek, on Plaintiff’s
20 individual behalf and on behalf of the Class/Subclass, a monetary recovery of the price premium
21 Plaintiffs and consumers overpaid for Products that should, but fail to, comport with the Naturally
22 Flavored Representation (which may include, for example, damages, restitution, disgorgement,
23 and/or any applicable penalties, fines, or punitive/exemplary damages) solely to the extent that the
24 causes of action pled herein permit such recovery. **Two**, Plaintiffs seek, on his individual behalf and
25 on behalf of the Class/Subclass, injunctive relief to stop Defendants’ unlawful manufacture,
26 marketing, and sale of the Products with the Naturally Flavored Representation to avoid or mitigate
27 the risk of deceiving the public into believing that the Products conform to the Naturally Flavored
28 Representation, by requiring Defendants to change their business practices, which may include one

1 or more of the following: removal or modification of the Naturally Flavored Representation from
2 the Products' labels, removal or modification of the Naturally Flavored Representation from the
3 Products' advertising, modification of the Products' formulation be it a change in ingredients or its
4 sourcing and manufacturing processes, and/or discontinuance of the Products' manufacture,
5 marketing, and/or sale.

6 5. A true and correct copy of the Product label is pictured below.

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Seven Select Danish¹

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¹ The Seven Select Danish product includes but is not limited to the following flavors: (a) Cherry Cheese; (b) Apple; and (c) Mixed Berry.

1 continue to see Defendants’ Products in stores available for purchase, and desires to purchase them
2 again if the representation regarding the Naturally Flavored Representation was in fact true. Since
3 Plaintiffs would like to purchase the Products again to obtain a supplement product that, as
4 advertised, is truly free from artificial and unnatural flavoring ingredients, Plaintiffs would purchase
5 it again in the future—despite the fact that it was once marred by false advertising or labeling—as
6 Plaintiffs would reasonably, but incorrectly, assume the Products were improved (contain only
7 natural flavors). In that regard, Plaintiffs are an average consumer who is not sophisticated in the
8 chemistry, manufacturing, and formulation of supplement products, such as the Products. Neither
9 Plaintiffs, nor reasonable consumers, have the requisite knowledge to accurately differentiate
10 between ingredients that are “naturally flavored” or not. Accordingly, Plaintiffs are at risk of
11 reasonably, but incorrectly, assuming that Defendants fixed the formulation of the Products such
12 that Plaintiffs may buy it again, believing it to no longer be falsely advertised. Plaintiffs are,
13 therefore, currently and in the future deprived of the ability to rely on the Naturally Flavored
14 Representation. Based on information and belief, the labeling of the Products purchased by Plaintiffs
15 is typical of the labeling of the Products purchased by members of the class.

16 12. **Defendant.** Defendant 7-Eleven, Inc. is a Texas corporation that maintains its
17 principal place of business at 3200 Hackberry Road Irving, TX 75063. At all times during the class
18 period, Defendant was the manufacturer, distributor, marketer, and seller of the Products. Defendant
19 directly and through its agents, has substantial contacts with and receives substantial benefits and
20 income from and through the State of California.

21 13. The true names and capacities, whether individual, corporate, associate, or otherwise
22 of certain manufacturers, distributors, and/or their alter egos sued herein as DOES 1 through 20
23 inclusive are presently unknown to Plaintiffs who therefore sue these individuals and/or entities by
24 fictitious names. Plaintiffs will seek leave of this Court to amend the Complaint to show their true
25 names and capacities when the same have been ascertained. Plaintiffs are informed and believe and
26 based thereon alleges that DOES 1 through 20 were authorized to do and did business in Los
27 Angeles County. Plaintiffs are further informed and believe and based thereon allege that DOES 1
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1 through 20 were and/or are, in some manner or way, responsible for and liable to Plaintiffs for the
2 events, happenings, and consequences hereinafter set forth below.

3 **JURISDICTION AND VENUE**

4 14. This Court has jurisdiction over all causes of action asserted herein pursuant to the
5 California Constitution, Article VI, § 10, because this case is a cause not given by statute to other
6 trial courts.

7 15. Plaintiffs have standing to bring this action pursuant to Business & Professions Code
8 § 17200, *et seq.*

9 16. Venue is proper in this Court because the Plaintiffs purchased the Products in Los
10 Angeles County. Defendants receive substantial compensation from sales in Los Angeles County,
11 and Defendants made numerous misrepresentations which had a substantial effect in Los Angeles
12 County, including, but not limited to, label, point of purchase displays, and internet advertisements.

13 17. Upon information and belief, said misrepresentations originated and/or emanated
14 from the State of California.

15 18. Defendants and other out-of-state participants can be brought before this Court
16 pursuant to the provisions of Code of Civil Procedure § 395.5.

17 19. Defendants are subject to personal jurisdiction in California based upon sufficient
18 minimum contacts which exist between Defendants and California. Defendants are authorized to do
19 and are doing business in Los Angeles, California.

20 **FACTUAL ALLEGATIONS**

21 **A. Citric Acid**

22 **a. Citric Acid as a Flavoring Agent**

23 20. Defendants falsely, deceptively, and misleadingly market the Products as being
24 “naturally flavored” despite containing citric acid, which is utilized in food products as a flavorant,
25 providing a tart taste to food, supplements and beverages. (*see Figure 1*).^{2,3}

26 ² Iliana E. Sweis and Brian C. Cressey, Potential role of the common food additive
27 manufactured citric acid in eliciting significant inflammatory reactions contributing to serious
disease states: A series of four case reports, 5 Toxicology Reports 808-812 (Aug. 9, 2018).

28 ³ Yadav Poonam, et al., *Organic Acids: microbial sources, production, and applications*,
Functional Foods and Nutraceuticals in Metabolic and Non-Communicable Diseases (2022),

1 **b. Citric Acid as an Artificial Ingredient**

2 23. Defendants use a synthetic form of citric acid that is derived from heavy chemical
3 processing.⁶ The citric acid used in the Products is commercially produced and is manufactured
4 using a type of black mold called *Aspergillus niger*.⁷ Chemical solvents such as n-octyl alcohol and
5 synthetic isoparaffinic petroleum hydrocarbons are used to extract the citric acid that Defendants
6 use in the Products from *aspergillus niger* fermentation liquor. See 21 C.F.R § 173.280. The citric
7 acid that Defendants use in the Products is produced through chemical solvent extraction and upon
8 information and belief, contains residues of those chemical solvents.

9 24. Because extracting citric acid directly from natural sources is economically
10 impractical at commercial scale, manufacturers overwhelmingly rely on this industrial fermentation
11 process, resulting in the widespread use of manufactured citric acid in food products.

12 25. The FDA explains that the “Solvent extraction process for citric acid” is accomplished
13 via “recovery of citric acid from conventional *Aspergillus niger* fermentation liquor may be safely
14 used to produce food-grade citric acid in accordance with the following conditions: (a) The solvent
15 used in the process consists of a mixture of n-octyl alcohol meeting the requirements of § 172.864
16 of this chapter, synthetic isoparaffinic petroleum hydrocarbons meeting the requirements of §
17 172.882 of this chapter, and tridodecyl amine.” 12 C.F.R. § 173.280 (emphasis added). Chemical
18 solvents such as n-octyl alcohol and synthetic isoparaffinic petroleum hydrocarbons are used to
19 extract the citric acid that Defendant uses in the Product from *aspergillus niger* fermentation liquor.
20 See 21 C.F.R § 173.280. The citric acid that Defendant uses in the Product is produced through
21 chemical solvent extraction.

22 26. An article published in the *Toxicology Reports Journal* explains that citric acid
23 produced through *aspergillus niger* fermentation is artificial: Citric acid naturally exists in fruits
24 and vegetables. However, it is not the naturally occurring citric acid, but the manufactured citric
25 acid (MCA) that is used extensively as a food additive. Approximately 99% of the world’s

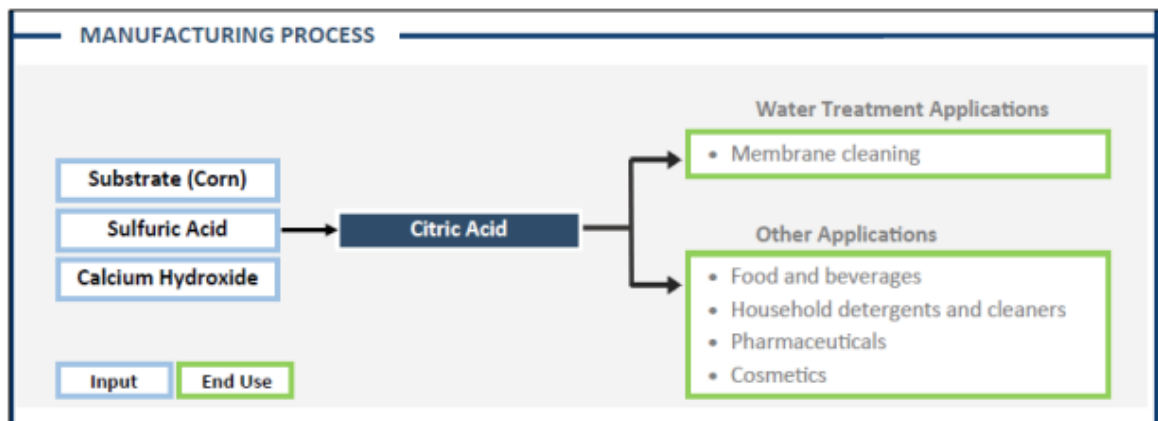
26 ⁶ A. Hesham, Y. Mostafa & L. Al-Sharqi, Optimization of Citric Acid Production by Immobilized
27 Cells of Novel Yeast Isolates, 48 MYCOBIOLOGY 122, 123 (2020), available at
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7178817/> (emphasis added).

28 ⁷ *Id*; Pau Loke Show, et al., Overview of citric acid production from *Aspergillus niger*, FRONTIERS
IN LIFE SCIENCE, 8:3, 271-283 (2015), available
at <https://www.tandfonline.com/doi/full/10.1080/21553769.2015.1033653>

1 production of MCA is carried out using the fungus *Aspergillus niger* since 1919. *Aspergillus niger*
 2 is a known allergen.⁸ Because extracting citric acid directly from natural sources is economically
 3 impractical at commercial scale, manufacturers overwhelmingly rely on this industrial fermentation
 4 process, resulting in the widespread use of manufactured citric acid.

5 27. A technical evaluation report for citric acid compiled by the United States Department
 6 of Agriculture Marketing Services (“USDA AMS”) further explains that it is not commercially
 7 feasible to use natural citric acid extracted from fruits: Traditionally by extraction from citrus juice,
 8 [is] no longer commercially available. It is now extracted by fermentation of a carbohydrate
 9 substance (often molasses) by citric acid bacteria, *Aspergillus niger* (a mold) or *Candida*
 10 *guilliermondii* (a yeast). Citric acid is recovered from the fermentation broth by a lime and sulfuric
 11 acid process in which the citric acid is first precipitated as a calcium salt and then reacidulated with
 12 sulfuric acid.

13 28. The EPA provides the following schematic of the manufacturing process for citric
 14 acid, which includes the use of synthetic solvents like sulfuric acid⁹:



22 29. The Food and Drug Administration (“FDA”) has also sent warning letters to
 23 companies stating that certain products labeled as “natural” are misbranded because they contain
 24 **artificial** citric acid as an ingredient. For example, on August 29, 2001, the FDA sent Hirzel Canning
 25 Company (“Hirzel”) a warning letter regarding its canned tomato products. With respect to Hirzel’s

27 ⁸ Iliana E. Sweis, et al., *Potential role of the common food additive manufactured citric acid in*
 28 *eliciting significant inflammatory reactions contributing to serious disease states: A series of four*
case reports, TOXICOLOGY REP. 5:808-812 (2018), available at
[https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/Case 2:24-cv-03721-MWF-AJR](https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/Case%202:24-cv-03721-MWF-AJR)
⁹ <https://www.epa.gov/system/files/documents/2023-03/Citric+Acid+Supply+Chain+Profile.pdf>.

1 Chopped Tomatoes Onions & Garlic and Chopped Mexican Tomatoes & Jalapenos, the FDA stated
2 that these products could not bear the “All Natural” claim on the label because the products
3 contained a synthetic ingredient, citric acid.¹⁰

4 30. Similarly, on August 16, 2001, the FDA sent Oak Tree Dairy Farm, Inc. (“Oak Tree”)
5 a warning letter regarding its “Oaktree Real Brewed Iced Tea,” “Oaktree Fruit Punch,” and
6 “Oaktree All Natural Lemonade” products. With respect to Oak Tree’s “Oaktree Real Brewed
7 Iced Tea,” the FDA stated that this product could not bear the “100% Natural” and “All Natural”
8 claims on the label because the product contained a synthetic ingredient, citric acid.

9 31. Below are images of the chemical process used to create citric acid for use in food –
10 a process that is visibly artificial:



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¹⁰ *Id.*



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32. Consumption of manufactured citric acid has been associated with adverse health events like joint pain with swelling and stiffness, muscular and stomach pain, as well as shortness of breath.¹¹ The *Toxicology Reports Journal* article explains that “the potential presence of impurities or fragments from the *Aspergillus niger* in [manufactured citric acid] is a significant difference that may trigger deleterious effects when ingested.”¹²

33. Several courts—including the Ninth Circuit—have found it plausible that citric acid produced from *Aspergillus niger* fermentation is not natural and may be considered an artificial flavor. See, e.g., *Brazil v. Dole Packaged Foods, LLC*, 660 F. App'x 531, 533 (9th Cir. 2016) (reversing a grant of summary judgment and holding that evidence could “allow a trier of fact to find that the synthetic citric and ascorbic acids in Dole's products were not ‘natural.’”); *Mason v. Reed's Inc.*, 515 F. Supp. 3d 135, 143 (S.D.N.Y. 2021) (noting that FDA warning letters “suggest that citric acid, as produced by *Aspergillus Niger*, makes an ‘All-Natural’ label misleading.”); *Gabriele v. ConAgra Foods, Inc.*, 2015 WL 3904386, at *4 (W.D. Ark. June 25, 2015) (accepting as true the plaintiff’s allegations “that the products contain artificially derived citric acid or calcium chloride, in contravention of federal regulations.”).

34. The Ninth Circuit Court of Appeals, emphasizing the warning letters described above, has issued a pertinent decision as to whether citric acid can be considered an artificial flavor. In *Brazil v. Dole Packaged Foods, LLC*, 660 Fed. Appx. 531 (2016) the Ninth Circuit reversed a summary judgment order in favor of a defendant holding there was a genuine dispute as to whether

¹¹ *Id.*
¹² *Id.*

1 citric acid is an artificial ingredient and whether the defendant’s “All Natural Fruit” label was likely
2 to deceive a reasonable consumer. The Ninth Circuit stated: Brazil cited more recent FDA warning
3 letters to food sellers. These sellers had described their products as ‘100% Natural’ or ‘All Natural,’
4 and the FDA accused those descriptions of being deceptive because the products in question
5 included synthetic citric acid, among other substances. Taken together, this evidence could allow a
6 trier of fact to conclude that Dole's description of its products as ‘All Natural Fruit’ is misleading to
7 a reasonable consumer. The evidence here—including the conflicting testimony of expert witnesses
8 and Dole employees—could also allow a trier of fact to find that the synthetic citric and ascorbic
9 acids in Dole’s products were not ‘natural.’ Summary judgment was therefore granted in error.
10 *Brazil*, 660 F. App’x at 533–34.

11 **B. Defendants Mislead Plaintiffs and Reasonable Consumers, Who Relied on the**
12 **Material and False Advertising Claims to their Detriment**

13 35. **Materiality.** The Naturally Flavored Representation is material to reasonable
14 consumers, including Plaintiffs, in deciding to buy the Products. Specifically, the composition of
15 the Products being “naturally flavored”—is important to consumers and motivates them to buy the
16 Products.

17 36. **Reliance.** The Class, including Plaintiffs, reasonably relied on the Naturally Flavored
18 Representation in deciding to purchase the Products.

19 37. **Consumers Lack Knowledge of Falsity.** Consumers, including Plaintiffs, do not
20 know, and have no reason to know, at the time of purchase, that the Products’ Naturally Flavored
21 Representation is false, misleading, deceptive, and unlawful. That is because consumers, including
22 Plaintiffs, do not work for Defendants and therefore have no personal knowledge of the actual
23 ingredients used to make the Products or how those ingredients are made, including whether
24 artificial flavors are included. Additionally, average consumers do not have the specialized
25 knowledge of a chemist or product-developer. Thus, reasonable consumers, like Plaintiffs, cannot
26 discern from the Products’ ingredient disclosures whether certain ingredients, are artificial flavors.
27 Furthermore, reasonable consumers, like Plaintiffs, do not ordinarily review information on the back
28 or side panels of a consumer product’s packaging, like the Products’ packaging, particularly dense,

1 fine-print ingredient disclosures, or review such information on websites. Indeed, studies show that
 2 only approximately 7.7% to 11.6% of people even look at the side or back labels of consumer goods,
 3 such as ingredient lists, before they buy it.¹³

4 38. The average consumer spends generally not more than 13 seconds to make an in-store
 5 purchasing decision.¹⁴ That decision is heavily based upon the product’s front labeling because
 6 consumers do not have time to review and read every portion of the label and inspect in detail the
 7 rear label which depicts in small print the ingredients.

8 39. **Defendants’ Knowledge.** Defendants knew, or should have known, that the Naturally
 9 Flavored Representation is false, misleading, deceptive, and unlawful, at the time that Defendants
 10 manufactured, marketed, advertised, labeled, and sold the Products using the Naturally Flavored

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 12 ¹³ Grunert, Klaus, et. al, *Nutrition knowledge, and use and understanding of nutrition information*
 13 *on food labels among consumers in the UK*, 55 *Appetite* 177, at 179-181 (2010) available at
 14 <https://reader.elsevier.com/reader/sd/pii/S0195666310003661?token=95E4146C1BB7D7A7C9A487F22F0B445BD44499550086E04870765EBE116ED32DBFE3795E60B69C75831563CD1BC6655A&originRegion=us-east-1&originCreation=20220720162546> (consumer purchasing behavior
 15 study using in-store observation and interview data collection methodology to realistically estimate
 16 the degree consumers use nutritional information (found on side/back panels of food product labels
 17 and packaging), finding: (1) only **11.6% of respondents**, who looked at a product and placed it in
 18 their shopping cart, **were actually observed looking at the side/back panels of its packaging or**
 19 **labels** (panels other than the front panel) before placing it in the cart; (2) of those who looked at the
 20 side/back panels, only 31.8% looked at it the product “in detail” (i.e., 3.7% of respondents who
 21 looked at the product, looked at side/back panels in detail)); and (3) the **respondents self-reported**
 22 **frequency of reviewing side/back panels** (for nutritional information) **is overreported by 50%**
 23 when the in-store interview data and observational data are compared); Grunert, Klaus, et. al, *Use*
 24 *and understanding of nutrition information on food labels in six European countries*, 18(3) *Journal*
 25 *of Public Health* 261, 261, 263, 266 (2010), available at
 26 <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2967247/> (last accessed July 20, 2022) (consumer
 27 purchasing behavior study using in-store observation and interview data collection methodology to
 28 evaluate whether people look at food labels before buying them, where they looked, and how long
 they looked, finding: (1) respondents spent, on average, approximately 35 seconds, per product, on
 products they bought; and (2) 62.6% of respondents looked at the front packaging, and **only 7.7%**
looked elsewhere (side/back panels) on the packaging, for products they bought); Benn, Yael, et
 al., *What information do consumers consider and how do they look for it, when shopping for*
groceries online, 89 *Appetite* 265, 265, 270 (2015), available at
<https://www.sciencedirect.com/science/article/pii/S0195666315000422#bib0060> (last accessed
 December 31, 2025) (consumer purchasing behavior study using online eye-movement tracking and
 recordation, finding: (1) once on the product webpages, respondents tend to look at the pictures of
 products, rather than examine detailed product information; and (2) by comparison to pictures of
 products where 13.83-19.07% of respondents fixated, far less fixated on subsidiary information:
 4.17% of respondents looked at nutrition information, 3.30% ingredients, 2.97% allergy
 information, and 0.09% recycling information for example).

¹⁴ Randall Beard, *Make the Most of Your Brand’s 20-Second Window*, NIELSEN (Jan. 13, 2015),
<https://www.nielsen.com/us/en/insights/article/2015/make-the-most-of-your-brands-20-second-window/>
 (citing *Shopping Takes Only Seconds... In-Store and Online*, EHRENBERG-BASS
 INSTITUTE OF MARKETING SCIENCE (2015)) (last visited 12/09/2025).

1 Representation to Plaintiffs and the Class. Defendants intentionally and deliberately used Naturally
2 Flavored Representation, alongside its massive marketing campaign and brand strategy, to cause
3 Plaintiffs and similarly situated consumers to buy the Products believing that the Naturally Flavored
4 Representation is true.

5 a. **Knowledge of Falsity.** Defendants marketed the Products with the Naturally
6 Flavored Representation, but Defendants opted to formulate and manufacture
7 them in a manner that does not conform to this representation. Specifically,
8 Defendants advertised and labeled the Products with the Naturally Flavored
9 Representation, but, instead of using only natural flavor ingredients, Defendants
chose to make the Products with citric acid, a well-documented artificial flavoring
ingredient.

10 b. **Knowledge of Reasonable Consumers' Perception.** Defendants knew, or should
11 have known, that the Naturally Flavored Representation would lead reasonable
12 consumers into believing that the Products' flavors were natural—i.e., the
13 Products do not contain artificial flavors. Not only have Defendants labeled the
14 Products with the Naturally Flavored Representation and executed a long-standing
15 brand strategy and advertising campaign to identify the Products with the
16 Naturally Flavored Representation, but Defendants also have an obligation under
17 section 5 of the Federal Trade Commission Act, codified at 15 U.S.C. §§ 45, to
18 evaluate its marketing claims from the perspective of the reasonable consumer.
19 That means Defendants were statutorily obligated to consider whether the
20 Naturally Flavored Representation, be it in isolation or conjunction with its
21 marketing campaign, would mislead reasonable consumers into believing that the
22 Products were made of only natural flavoring ingredients. Thus, Defendants either
23 knew the Naturally Flavored Representation was misleading before they marketed
24 the Products to the Class, including Plaintiffs, or Defendants would have known
25 that it was deceptive had Defendants complied with its statutory obligations.

26 c. **Knowledge of Materiality.** Defendants knew or should have known that the
27 Naturally Flavored Representation is material to consumers. *First*, manufacturers
28 and marketers, like Defendants, generally reserve the front primary display panel
of labels on consumer products for the most important and persuasive information,
which they believe will motivate consumers to buy the products. Here, the
conspicuousness of the Naturally Flavored Representation on the Products' labels
demonstrate Defendants' awareness of its importance to consumers and
Defendants' understanding that consumers prefer and are motivated to buy
products that conform to the Naturally Flavored Representation. *Second*,
manufacturers and marketers repeat marketing claims to emphasize and
characterize a brand or product line, shaping the consumers' expectations, because
they believe those repeated messages will drive consumers to buy the Products.
Here, the constant, unwavering use of the Naturally Flavored Representation on
the Products, advertisements, and throughout Defendants' marketing campaign,
evidence Defendants' awareness that the falsely advertised Product-attribute is
important to consumers. It also evidences Defendants' intent to convince

1 consumers that the Products conform to the Naturally Flavored Representation
2 and, ultimately, drive sales.

3 d. **Defendants Continued Deception, Despite Their Knowledge.** Defendants, as
4 the manufacturers and marketers of the Products, had exclusive control over the
5 Naturally Flavored Representation’s inclusion on the Products’ labels, and
6 advertisements—i.e., Defendants readily and easily could have stopped using the
7 Naturally Flavored Representation to sell the Products. However, despite
8 Defendants’ knowledge of the Naturally Flavored Representation’s falsity, and
9 Defendants’ knowledge that consumers reasonably rely on the Naturally Flavored
10 Representation in deciding to buy the Products, Defendants deliberately chose to
11 market the Products with the Naturally Flavored Representation thereby
12 misleading consumers into buying or otherwise overpaying for the Products. Thus,
13 Defendants knew, or should have known, at all relevant times, that the Naturally
14 Flavored Representation misleads reasonable consumers, such as Plaintiffs, into
15 buying the Products to attain the product-attributes that Defendants falsely
16 advertised and warranted. Indeed, notwithstanding Plaintiffs’ demand to
17 Defendants to stop misleading consumers with the Naturally Flavored
18 Representation, Defendants have continued to market the Products using the
19 Naturally Flavored Representation.

20 40. By letter dated March 16, 2026, Plaintiffs advised Defendants of their false and
21 misleading claims pursuant to California Civil Code Section 1782, subdivision (a) regarding
22 Defendants’ use of citric acid – an artificial flavoring ingredient. Plaintiffs have provided
23 Defendants with notice of their violations of the CLRA pursuant to Civil Code § 1782(a).

24 **C. The Products Are Substantially Similar**

25 41. As described supra, Plaintiffs purchased the Seven Select Cherry Cheese Danish (the
26 “Purchased Product”). The additional unpurchased products are substantially similar to the
27 Purchased Product.

- 28 a. **Defendants.** All Products are manufactured, sold, marketed, advertised, labeled, and
packaged by the Defendants.
- b. **Brand.** All Products are sold under the Seven Select brand name.
- c. **Marketing Demographics.** All Products are marketed directly to consumers for
personal use.
- d. **Purpose.** All Products are intended for the primary purpose of consumption.
- e. **False Advertising Claims.** All Products contain the same Naturally Flavored
Representation on the Products’ labeling and packaging. In addition, all Products
prominently display the Naturally Flavored Representation on the front label in order
to focus the consumer’s attention on the Naturally Flavored Representation.

- 1 f. **Key Ingredients.** All Products contain citric acid, an artificial flavoring ingredient.
- 2 g. **Misleading Effect.** The misleading effect of the Naturally Flavored Representation
- 3 on consumers are the same for all Products—consumers are tricked into buying or
- 4 otherwise over-paying a premium for Products that are composed of no exclusively
- 5 natural flavors without significant chemical modification, but they receive Products
- 6 that, contrary to the Products’ labels, also contain citric acid, an artificial flavoring
- 7 ingredient.

8 **D. No Adequate Remedy at Law**

9 42. **No Adequate Remedy at Law.** Plaintiffs and members of the Class are entitled to

10 equitable relief as no adequate remedy at law exists.

- 11 a. **Broader Statutes of Limitations.** The statutes of limitations for the causes of action
- 12 pled herein vary. The limitations period is four years for claims brought under the
- 13 UCL, which is one year longer than the statutes of limitations under the FAL and
- 14 CLRA. In addition, the statutes of limitations vary for certain states’ laws for breach
- 15 of warranty and unjust enrichment/restoration, between approximately 2 and 6 years.
- 16 Thus, California Subclass members who purchased the Products more than 3 years
- 17 prior to the filing of the complaint will be barred from recovery if equitable relief were
- 18 not permitted under the UCL. Similarly, Nationwide Class members who purchased
- 19 the Products prior to the furthest reach-back under the statute of limitations for breach
- 20 of warranty, will be barred from recovery if equitable relief were not permitted for
- 21 restitution/unjust enrichment.
- 22 b. **Broader Scope of Conduct.** In addition, the scope of actionable misconduct under
- 23 the unfair prong of the UCL is broader than the other causes of action asserted herein.
- 24 It includes, for example, Defendants’ overall unfair marketing scheme to promote and
- 25 brand the Products with the Naturally Flavored Representation, across a multitude of
- 26 media platforms, including the Products’ labels, over a long period of time, in order
- 27 to gain an unfair advantage over competitor products and to take advantage of
- 28 consumers’ desire for products that comport with the Naturally Flavored
- Representation. The UCL also creates a cause of action for violations of law (such as
- statutory or regulatory requirements and court orders related to similar representation
- and omission made on the type of products at issue). Thus, Plaintiffs and Class
- members may be entitled to restitution under the UCL, while not entitled to damages
- under other causes of action asserted herein (e.g., the FAL requires actual or
- constructive knowledge of the falsity; the CLRA is limited to certain types of plaintiff
- (an individual who seeks or acquires, by purchase or lease, any goods or services for
- personal, family, or household purposes) and other statutorily enumerated conduct).
- Similarly, unjust enrichment/restoration is broader than breach of warranty. For
- example, in some states, breach of warranty may require privity of contract or pre-
- lawsuit notice, which are not typically required to establish unjust
- enrichment/restoration. Thus, Plaintiffs and Class members may be entitled to recover
- under unjust enrichment/restoration, while not entitled to damages under breach of

warranty, because they purchased the products from third-party retailers or did not provide adequate notice of a breach prior to the commencement of this action.

- c. **Injunctive Relief to Cease Misconduct and Dispel Misperception.** Injunctive relief is appropriate on behalf of Plaintiffs and members of the Class because Defendants continue to misrepresent the Products with the Naturally Flavored Representation. Injunctive relief is necessary to prevent Defendants from continuing to engage in the unfair, fraudulent, and/or unlawful conduct described herein and to prevent future harm—none of which can be achieved through available legal remedies (such as monetary damages to compensate past harm). Further, injunctive relief, in the form of affirmative disclosures is necessary to dispel the public misperception about the Products that has resulted from years of Defendants’ unfair, fraudulent, and unlawful marketing efforts. Such disclosures would include, but are not limited to, publicly disseminated statements that the Products’ Naturally Flavored Representation is not true and providing accurate information about the Products’ true nature; and/or requiring prominent qualifications and/or disclaimers on the Products’ front label concerning the Products’ true nature. An injunction requiring affirmative disclosures to dispel the public’s misperception and prevent the ongoing deception and repeat purchases based thereon, is also not available through a legal remedy (such as monetary damages). In addition, Plaintiffs are *currently* unable to accurately quantify the damages caused by Defendants’ future harm, because discovery and Plaintiffs’ investigation have not yet completed, rendering injunctive relief all the more necessary. For example, because the court has not yet certified any class, the following remains unknown: the scope of the class, the identities of its members, their respective purchasing practices, prices of past/future Products’ sales, and quantities of past/future Products’ sales.
- d. **Public Injunction.** Further, because a “public injunction” is available under the UCL, damages will not adequately “benefit the general public” in a manner equivalent to an injunction.
- e. **California vs. Nationwide Class Claims.** Violation of the UCL, FAL, and CLRA are claims asserted on behalf of Plaintiffs and the California Subclass against Defendant, while breach of warranty and unjust enrichment/restitution are asserted on behalf of Plaintiffs and the Nationwide Class. Dismissal of farther-reaching claims, such as restitution, would bar recovery for non-California members of the Class. In other words, legal remedies available or adequate under the California-specific causes of action (such as the UCL, FAL, and CLRA) have no impact on this Court’s jurisdiction to award equitable relief under the remaining causes of action asserted on behalf of non-California putative class members.

CLASS ALLEGATIONS

43. **Class Definition.** Plaintiffs bring this action as a class action pursuant to Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3) on behalf of themselves and all others similarly situated, and as members of the Classes defined as follows:

1 All persons or entities that, within four years prior to the filing of this
2 Complaint through present, purchased the Products in the United States,
3 displaying the Naturally Flavored Representation on the Products’
4 labels, for purposes other than resale (“**Nationwide Class**”); and

5 All persons or entities that, within four years prior to the filing of this
6 Complaint through present, purchased the Products in California,
7 displaying the Naturally Flavored Representation on the Products’
8 labels, for purposes other than resale (“**California Subclass**”)

9 (“**Nationwide Class**” and “**California Subclass**,” collectively, “**Class**”).

10 44. **Class Definition Exclusions.** Excluded from the Class are: (i) Defendants, their
11 assigns, successors, and legal representatives; (ii) any entities in which Defendants have controlling
12 interests; (iii) federal, state, and/or local governments, including, but not limited to, their
13 departments, agencies, divisions, bureaus, boards, sections, groups, counsels, and/or subdivisions;
14 and (iv) any judicial officer presiding over this matter and person within the third degree of
15 consanguinity to such judicial officer.

16 45. **Reservation of Rights to Amend the Class Definition.** Plaintiffs reserve the right to
17 amend or otherwise alter the class definitions presented to the Court at the appropriate time in
18 response to facts learned through discovery, legal arguments advanced by Defendants, or otherwise.

19 46. **Numerosity:** Members of the Class are so numerous that joinder of all members is
20 impracticable. Upon information and belief, the Nationwide Class consists of tens of thousands of
21 purchasers (if not more) dispersed throughout the United States, and the California Subclass
22 likewise consists of thousands of purchasers (if not more) dispersed throughout the State of
23 California. Accordingly, it would be impracticable to join all members of the Class before the Court.

24 47. **Common Questions Predominate:** There are numerous and substantial questions of
25 law or fact common to all members of the Class that predominate over any individual issues.

26 Included within the common questions of law or fact are:

- 27 a. Whether Defendants engaged in unlawful, unfair or deceptive business practices by
28 advertising and selling the Products;
- b. Whether Defendants’ conduct of advertising and selling the Products as being
naturally flavored, creating the reasonable assumption that the Products do not contain
any artificial flavoring ingredients, when the Products contain citric acid, constitutes
an unfair method of competition, or unfair or deceptive act or practice, in violation of
Civil Code section 1750, *et seq.*

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- c. Whether Defendants used deceptive representation in connection with the sale of the Products in violation of Civil Code section 1750, *et seq.*;
- d. Whether Defendants represented that the Products have characteristics or quantities that they do not have in violation of Civil Code section 1750, *et seq.*;
- e. Whether Defendants advertised the Products with intent not to sell it as advertised in violation of Civil Code section 1750, *et seq.*;
- f. Whether Defendants' labeling and advertising of the Products are untrue or misleading in violation of Business and Professions Code section 17500, *et seq.*;
- g. Whether Defendants knew or by the exercise of reasonable care should have known its labeling and advertising was and is untrue or misleading in violation of Business and Professions Code section 17500, *et seq.*;
- h. Whether Defendants' conduct is an unfair business practice within the meaning of Business and Professions Code section 17200, *et seq.*
- i. Whether Defendants' conduct is a fraudulent business practice within the meaning of Business and Professions Code section 17200, *et seq.*
- j. Whether Defendants' conduct is an unlawful business practice within the meaning of Business and Professions Code section 17200, *et seq.*;
- k. Whether Plaintiffs and the Class paid more money for the Products than they actually received;
- l. How much more money Plaintiffs and the Class paid for the Products than they actually received;
- m. Whether Defendants' conduct constitutes breach of warranty;
- n. Whether Plaintiffs and the Class are entitled to injunctive relief; and
- o. Whether Defendants were unjustly enriched by its unlawful conduct.

48. **Typicality:** Plaintiffs' claims are typical of the claims of the Class Members they seeks to represent because Plaintiffs, like the Class Members, purchased Defendants' misleading and deceptive Products. Defendants' unlawful, unfair and/or fraudulent actions concern the same business practices described herein irrespective of where they occurred or were experienced. Plaintiffs and the Class sustained similar injuries arising out of Defendants' conduct. Plaintiffs' and Class Members' claims arise from the same practices and course of conduct and are based on the same legal theories.

1 49. **Adequacy:** Plaintiffs are adequate representatives of the Class they seek to represent
2 because their interests do not conflict with the interests of the Class Members Plaintiffs seek to
3 represent. Plaintiffs will fairly and adequately protect Class Members’ interests and have retained
4 counsel experienced and competent in the prosecution of complex class actions, including complex
5 questions that arise in consumer protection litigation.

6 50. **Superiority and Substantial Benefit:** A class action is superior to other methods for
7 the fair and efficient adjudication of this controversy, since individual joinder of all members of the
8 Class is impracticable and no other group method of adjudication of all claims asserted herein is
9 more efficient and manageable for at least the following reasons:

- 10 a. The claims presented in this case predominate over any questions of law or fact, if
11 any exist at all, affecting any individual member of the Class;
- 12 b. Absent a Class, the members of the Class will continue to suffer damage and
13 Defendants’ unlawful conduct will continue without remedy while Defendants profit
14 from and enjoy its ill-gotten gains;
- 15 c. Given the size of individual Class Members’ claims, few, if any, Class Members could
16 afford to or would seek legal redress individually for the wrongs Defendants
17 committed against them, and absent Class Members have no substantial interest in
18 individually controlling the prosecution of individual actions;
- 19 d. When the liability of Defendants has been adjudicated, claims of all members of the
20 Class can be administered efficiently and/or determined uniformly by the Court; and
- 21 e. This action presents no difficulty that would impede its management by the Court as
22 a class action, which is the best available means by which Plaintiffs and Class
23 Members can seek redress for the harm caused to them by Defendant.

24 51. **Inconsistent Rulings.** Because Plaintiffs seek relief for all members of the Class, the
25 prosecution of separate actions by individual members would create a risk of inconsistent or varying
26 adjudications with respect to individual members of the Class, which would establish incompatible
27 standards of conduct for Defendants.

28 52. **Injunctive/Equitable Relief.** The prerequisites to maintaining a class action for
injunctive or equitable relief pursuant to Fed. R. Civ. P. 23(b)(2) are met as Defendants have acted
or refused to act on grounds generally applicable to the Class, thereby making appropriate final
injunctive or equitable relief with respect to the Class as a whole.

1 59. **False Advertising Claims Cause Purchase of Products.** Defendants’ labeling and
2 advertising of the Products led to, and continue to lead to, reasonable consumers, including
3 Plaintiffs, believing that the Products are free from artificial flavoring ingredients, to the exclusion
4 of artificial flavors.

5 60. **Injury In Fact.** Plaintiffs and the California Subclass have suffered injury in fact and
6 have lost money or property as a result of and in reliance upon Defendants’ Naturally Flavored
7 Representation—namely Plaintiffs and the California Subclass lost the purchase price for the
8 Products they bought from Defendants.

9 61. **Conduct Violates the UCL.** Defendants’ conduct, as alleged herein, constitutes
10 unfair, unlawful, and fraudulent business practices pursuant to the UCL. The UCL prohibits unfair
11 competition and provides, in pertinent part, that “unfair competition shall mean and include
12 unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading
13 advertising.” Cal. Bus & Prof. Code § 17200. In addition, Defendants’ use of various forms of
14 advertising media to advertise, call attention to, or give publicity to the sale of goods or merchandise
15 that are not as represented in any manner constitutes unfair competition, unfair, deceptive, untrue
16 or misleading advertising, and an unlawful business practice within the meaning of Business and
17 Professions Code Sections 17200 and 17531, which advertisements have deceived and are likely to
18 deceive the consuming public, in violation of Business and Professions Code Section 17200.

19 62. **No Reasonably Available Alternatives/Legitimate Business Interests.** Defendants
20 failed to avail themselves of reasonably available, lawful alternatives to further its legitimate
21 business interests.

22 63. **Business Practice.** All of the conduct alleged herein occurred and continues to occur
23 in Defendants’ business. Defendants’ wrongful conduct is part of a pattern, practice and/or
24 generalized course of conduct, which will continue on a daily basis until Defendants voluntarily
25 alter its conduct or Defendants are otherwise ordered to do so.

26 64. **Injunction.** Pursuant to Business and Professions Code Sections 17203 and 17535,
27 Plaintiffs and the members of the California Subclass seek an order of this Court enjoining
28 Defendants from continuing to engage, use, or employ their practice of labeling and advertising the

1 sale and use of the Products. Likewise, Plaintiffs and the members of the California Subclass seek
2 an order requiring Defendants to disclose such misrepresentation, and to preclude Defendants'
3 failure to disclose the existence and significance of said misrepresentation.

4 **65. Causation/Damages.** As a direct and proximate result of Defendants' misconduct in
5 violation of the UCL, Plaintiffs and members of the California Subclass were harmed in the amount
6 of the purchase price they paid for the Products. Further, Plaintiffs and members of the California
7 Subclass have suffered and continue to suffer economic losses and other damages including, but not
8 limited to, the amounts paid for the Products, and any interest that would have accrued on those
9 monies, in an amount to be proven at trial. Accordingly, Plaintiffs seek a monetary award for
10 violation of the UCL in damages, restitution, and/or disgorgement of ill-gotten gains to compensate
11 Plaintiffs and the California Subclass for said monies, as well as injunctive relief to enjoin
12 Defendants' misconduct to prevent ongoing and future harm that will result.

13 **66. Punitive Damages.** Plaintiffs seek punitive damages pursuant to this cause of action
14 for violation of the UCL on behalf of Plaintiffs and the California Subclass. Defendants' unfair,
15 fraudulent, and unlawful conduct described herein constitutes malicious, oppressive, and/or
16 fraudulent conduct warranting an award of punitive damages as permitted by law. Defendants'
17 misconduct is malicious as Defendants acted with the intent to cause Plaintiffs and consumers to
18 pay for Products that they were not, in fact, receiving. Defendants willfully and knowingly
19 disregarded the rights of Plaintiffs and consumers as Defendants were, at all times, aware of the
20 probable dangerous consequences of their conduct and deliberately failed to avoid misleading
21 consumers, including Plaintiffs. Defendants' misconduct is oppressive as, at all relevant times, said
22 conduct was so vile, base, and/or contemptible that reasonable people would look down upon it
23 and/or otherwise would despise such corporate misconduct. Said misconduct subjected Plaintiffs
24 and consumers to cruel and unjust hardship in knowing disregard of their rights. Defendants'
25 misconduct is fraudulent as Defendants intentionally misrepresented and/or concealed material facts
26 with the intent to deceive Plaintiffs and consumers. The wrongful conduct constituting malice,
27 oppression, and/or fraud was committed, authorized, adopted, approved, and/or ratified by officers,
28 directors, and/or managing agents of Defendants.

“Unfair” Prong

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2 67. **Unfair Standard.** Under the UCL, a challenged activity is “unfair” when “any injury
3 it causes outweighs any benefits provided to consumers and the injury is one that the consumers
4 themselves could not reasonably avoid.” *Camacho v. Auto Club of Southern California*, 142 Cal.
5 App. 4th 1394, 1403 (2006).

6 68. **Injury.** Defendants’ actions of mislabeling the Products with the Naturally Flavored
7 Representation do not confer any benefit to consumers; rather, doing so causes injuries to
8 consumers, who do not receive products commensurate with their reasonable expectations, overpay
9 for the Products, and receive products of lesser standards than what they reasonably expected to
10 receive. Consumers cannot avoid any of the injuries caused by Defendants’ deceptive labeling
11 and/or advertising of the Products. Accordingly, the injuries caused by Defendants’ deceptive
12 labeling and advertising outweigh any benefits.

13 69. **Balancing Test.** Some courts conduct a balancing test to decide if a challenged
14 activity amounts to unfair conduct under California Business and Professions Code Section 17200.
15 They “weigh the utility of the Defendants’ conduct against the gravity of the harm to the alleged
16 victim.” *Davis v. HSBC Bank Nevada, N.A.*, 691 F.3d 1152, 1169 (9th Cir. 2012).

17 70. **No Utility.** Here, Defendants’ conduct of labeling the Products as being “naturally
18 flavored”—when the Products contain citric acid, has no utility and financially harms purchasers.
19 Thus, the utility of Defendants’ conduct is vastly outweighed by the gravity of harm.

20 71. **Legislative Declared Policy.** Some courts require that “unfairness must be tethered
21 to some legislative declared policy or proof of some actual or threatened impact on competition.”
22 *Lozano v. AT&T Wireless Servs. Inc.*, 504 F. 3d 718, 735 (9th Cir. 2007).

23 72. **Unfair Conduct.** Defendants’ labeling and advertising of the Products, as alleged
24 herein, is false, deceptive, misleading, and unreasonable, and constitutes unfair conduct. Defendants
25 knew or should have known of their unfair conduct. Defendants’ misrepresentation constitutes an
26 unfair business practice within the meaning of California Business and Professions Code Section
27 17200.
28

1 likely to deceive consumers into purchasing the Products because it is material to the average,
2 ordinary, and reasonable consumer.

3 **79. Fraudulent Business Practice.** As alleged herein, the misrepresentation by
4 Defendants constitutes a fraudulent business practice in violation of California Business &
5 Professions Code Section 17200.

6 **80. Reasonable and Detrimental Reliance.** Plaintiffs and the California Subclass
7 reasonably and detrimentally relied on the material and false Naturally Flavored Representation to
8 their detriment in that they purchased the Products.

9 **81. Reasonably Available Alternatives.** Defendants had reasonably available
10 alternatives to further their legitimate business interests, other than the conduct described herein.
11 Defendants could have refrained from labeling the Products with the Naturally Flavored
12 Representation. Alternatively, they could have refrained from including citric acid as an ingredient
13 within the Products.

14 **82. Business Practice.** All of the conduct alleged herein occurs and continues to occur in
15 Defendants' business. Defendants' wrongful conduct is part of a pattern or generalized course of
16 conduct.

17 **83. Injunction.** Pursuant to Business and Professions Code Sections 17203, Plaintiffs and
18 the California Subclass seek an order of this Court enjoining Defendants from continuing to engage,
19 use, or employ their practice of labeling the Products with the Naturally Flavored Representation.

20 **84. Causation/Damages.** Plaintiffs and the California Subclass have suffered injury in
21 fact and have lost money as a result of Defendants' unfair conduct. Plaintiffs and the California
22 Subclass paid an unwarranted premium for the Products. Specifically, Plaintiffs and the California
23 Subclass paid for Products that supposedly contained no artificial flavors, but instead purchased
24 Products that contain citric acid, a well-documented artificial flavoring agent. Plaintiffs and the
25 California Subclass would not have purchased the Products, or would have paid substantially less
26 for the Products, if they had known that the Products' advertising and labeling were deceptive.
27 Accordingly, Plaintiffs seek damages, restitution and/or disgorgement of ill-gotten gains pursuant
28 to the UCL.

“Unlawful” Prong

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85. **Unlawful Standard.** The UCL identifies violations of other laws as “unlawful practices that the unfair competition law makes independently actionable.” *Velazquez v. GMAC Mortg. Corp.*, 605 F. Supp. 2d 1049, 1068 (C.D. Cal. 2008).

86. **Violations of CLRA and FAL.** Defendants’ labeling of the Products, as alleged herein, violates California Civil Code sections 1750, *et seq.* (the “**CLRA**”) and California Business and Professions Code sections 17500, *et seq.* (the “**FAL**”) as set forth below in the sections regarding those causes of action.

87. **Additional Violations.** Defendants’ conduct in making the false representation described herein constitutes a knowing failure to adopt policies in accordance with and/or adherence to applicable laws, as set forth herein, all of which are binding upon and burdensome to its competitors. This conduct engenders an unfair competitive advantage for Defendants, thereby constituting an unfair, fraudulent and/or unlawful business practice under California Business & Professions Code sections 17200-17208. Additionally, Defendants’ misrepresentation of material facts, as set forth herein, violates California Civil Code sections 1572, 1573, 1709, 1710, 1711, and 1770, as well as the common law.

88. **Violation of 21 CFR § 101.22(j).** Defendant further violates 21 C.F.R. § 101.22(j), which requires that any food containing an added chemical preservative bear a label declaration identifying both the common or usual name of the ingredient and a separate description of its preservative function, such as “preservative,” “to retard spoilage,” “a mold inhibitor,” “to help protect flavor,” or “to promote color retention.” The Products contain citric acid, which is also a chemical preservative as defined by the FDA. However, Defendant fails to disclose citric acid’s preservative function on the Products’ labels.

89. **Unlawful Conduct.** Defendants’ labeling and advertising of the Products, as alleged herein, are false, deceptive, misleading, and unreasonable, and constitute unlawful conduct. Defendants knew or should have known of its unlawful conduct.

90. **Reasonably Available Alternatives.** Defendants had reasonably available alternatives to further their legitimate business interests, other than the conduct described herein.

1 Defendants could have refrained from labeling the Products with the Naturally Flavored
2 Representation and/or omitting the use of artificial flavoring ingredients or any flavors with
3 significant chemical modification within the Products.

4 91. **Business Practice.** All of the conduct alleged herein occurs and continues to occur in
5 Defendants’ business. Defendants’ wrongful conduct is part of a pattern or generalized course of
6 conduct.

7 92. **Injunction.** Pursuant to Business and Professions Code Section 17203, Plaintiffs and
8 the California Subclass seek an order of this Court enjoining Defendants from continuing to engage,
9 use, or employ their practice of false and deceptive advertising of the Products.

10 93. **Causation/Damages.** Plaintiffs and the California Subclass have suffered injury in
11 fact and have lost money as a result of Defendants’ unfair conduct. Plaintiffs and the California
12 Subclass paid an unwarranted premium for the Products. Specifically, Plaintiffs and the California
13 Subclass paid for Products that were supposedly free from artificial flavors and any flavoring
14 ingredients that are subject to synthetic or intensive chemical processing, but instead purchased
15 Products that contain citric acid – an artificial flavoring ingredient. Plaintiffs and the California
16 Subclass would not have purchased the Products, or would have paid substantially less for the
17 Products, if they had known that the Products’ advertising and labeling were deceptive.
18 Accordingly, Plaintiffs seek damages, restitution and/or disgorgement of ill-gotten gains pursuant
19 to the UCL.

20 **COUNT TWO**

21 **Violation of California False Advertising Law**

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

23 ***(On Behalf of the California Subclass)***

24 94. **Incorporation by reference.** Plaintiffs re-allege and incorporate by reference all
25 allegations contained in this complaint, as though fully set forth herein.

26 95. **California Subclass.** Plaintiffs bring this claim individually and on behalf of the
27 California Subclass who purchased the Products within the applicable statute of limitations.
28

1 96. **FAL Standard.** The False Advertising Law, codified at Cal. Bus. & Prof. Code
2 section 17500, *et seq.*, prohibits “unfair, deceptive, untrue or misleading advertising[.]”

3 97. **False & Material Naturally Flavored Representation Disseminated to Public.**
4 Defendants violated section 17500 when they advertised and marketed the Products through the
5 unfair, deceptive, untrue, and misleading Naturally Flavored Representation disseminated to the
6 public through the Products’ labeling, marketing, and advertising. This representation was false
7 because the Products do not conform to it. The representation was material because it is likely to
8 mislead a reasonable consumer into purchasing the Products.

9 98. **Knowledge.** In making and disseminating the representation alleged herein,
10 Defendants knew or should have known that the representation was untrue or misleading, and acted
11 in violation of § 17500.

12 99. **Intent to Sell.** Defendants’ Naturally Flavored Representation was specifically
13 designed to induce reasonable consumers, like Plaintiffs and the California Subclass, to purchase
14 the Products.

15 100. **Causation/Damages.** As a direct and proximate result of Defendants’ misconduct in
16 violation of the FAL, Plaintiffs and members of the California Subclass were harmed in the amount
17 of the purchase price they paid for the Products. Further, Plaintiffs and members of the Class have
18 suffered and continue to suffer economic losses and other damages including, but not limited to, the
19 amounts paid for the Products, and any interest that would have accrued on those monies, in an
20 amount to be proven at trial. Accordingly, Plaintiffs seek a monetary award for violation of the FAL
21 in damages, restitution, and/or disgorgement of ill-gotten gains to compensate Plaintiffs and the
22 California Subclass for said monies, as well as injunctive relief to enjoin Defendants’ misconduct
23 prevent ongoing and future harm that will result.

24 101. **Punitive Damages.** Defendants’ unfair, fraudulent, and unlawful conduct described
25 herein constitutes malicious, oppressive, and/or fraudulent conduct warranting an award of punitive
26 damages as permitted by law. Defendants’ misconduct is malicious as Defendants acted with the
27 intent to cause Plaintiffs and consumers to pay for Products that they were not, in fact, receiving.
28 Defendants willfully and knowingly disregarded the rights of Plaintiffs and consumers as

1 Defendants were aware of the probable dangerous consequences of its conduct and deliberately
2 failed to avoid misleading consumers, including Plaintiffs. Defendants’ misconduct is oppressive
3 as, at all relevant times, said conduct was so vile, base, and/or contemptible that reasonable people
4 would look down upon it and/or otherwise would despise such corporate misconduct. Said
5 misconduct subjected Plaintiffs and consumers to cruel and unjust hardship in knowing disregard
6 of their rights. Defendants’ misconduct is fraudulent as Defendants, at all relevant times,
7 intentionally misrepresented and/or concealed material facts with the intent to deceive Plaintiffs and
8 consumers. The wrongful conduct constituting malice, oppression, and/or fraud was committed,
9 authorized, adopted, approved, and/or ratified by officers, directors, and/or managing agents of
10 Defendants.

11 **COUNT THREE**

12 **Violation of California Consumers Legal Remedies Act**

13 **Cal. Civ. Code §§ 1750, et seq.**

14 ***(On Behalf of the California Subclass)***

15 102. **Incorporation by Reference.** Plaintiffs re-allege and incorporate by reference all
16 allegations contained in this complaint, as though fully set forth herein.

17 103. **California Subclass.** Plaintiffs bring this claim individually and on behalf of the
18 California Subclass who purchased the Products within the applicable statute of limitations.

19 104. **CLRA Standard.** The CLRA provides that “unfair methods of competition and unfair
20 or deceptive acts or practices undertaken by any person in a transaction intended to result or which
21 results in the sale or lease of goods or services to any consumer are unlawful.

22 105. **Goods/Services.** The Products are each a “good,” as defined by the CLRA in
23 California Civil Code §1761(a).

24 106. **Defendants.** Defendants are each a “person,” as defined by the CLRA in California
25 Civil Code §1761(c).

26 107. **Consumers.** Plaintiffs and members of the California Subclass are “consumers,” as
27 defined by the CLRA in California Civil Code §1761(d).
28

1 108. **Transactions.** The purchase of the Products by Plaintiffs and members of the
2 California Subclass are “transactions” as defined by the CLRA under California Civil Code §
3 1761(e).

4 109. **Violations of the CLRA.** Defendants violated the following sections of the CLRA by
5 selling the Products to Plaintiffs and the California Subclass through the false, misleading,
6 deceptive, and fraudulent Naturally Flavored Representation.

7 a. Section 1770(a)(5) by representing that the Products have “characteristics, . . . uses
8 [or] benefits . . . which [they] do not have.”

9 b. Section 1770(a)(7) by representing that the Products “[are] of a particular standard,
10 quality, or grade . . . [when] [they are] of another.”

11 c. Section 1770(a)(9) by advertising the Products “with [the] intent not to sell [them] as
12 advertised.”

13 110. **Knowledge.** Defendants’ uniform and material representation regarding the Products
14 were likely to deceive, and Defendants knew or should have known that their representation was
15 untrue and misleading.

16 111. **Malicious.** Defendants’ conduct is malicious, fraudulent, and wanton in that
17 Defendants intentionally misled and withheld material information from consumers, including
18 Plaintiffs, to increase the sale of the Products.

19 112. **Plaintiffs Could Not Have Avoided Injury.** Plaintiffs and members of the California
20 Subclass could not have reasonably avoided such injury. Plaintiffs and members of the California
21 Subclass were unaware of the existence of the facts that Defendants suppressed and failed to
22 disclose, and Plaintiffs and members of the California Subclass would not have purchased the
23 Products and/or would have purchased them on different terms had they known the truth.

24 113. **Causation/Reliance/Materiality.** Plaintiffs and the California Subclass suffered
25 harm as a result of Defendants’ violations of the CLRA because they relied on the Naturally
26 Flavored Representation in deciding to purchase the Products. The Naturally Flavored
27 Representation was a substantial factor. The Naturally Flavored Representation was material
28

1 because a reasonable consumer would consider it important in deciding whether to purchase the
2 Products.

3 **114. Section 1782(d)—Prelitigation Demand/Notice.** Pursuant to California Civil Code,
4 section 1782, more than thirty days prior to the filing of this complaint, on or around March 16,
5 2026, Plaintiffs’ counsel, acting on behalf all members of the Class, mailed a Demand Letter, via
6 U.S. certified mail, return receipt requested, addressed to 7-Eleven, Inc. at the following addresses

- 7 a. 3200 Hackberry Road Irving, TX 75063
- 8 b. 2595 N. Dallas Pkwy, Suite 350 Frisco, TX 75034
- 9 c. P. O. Box 711 Dallas, TX 75221

10 **115. Causation/Damages.** As a direct and proximate result of Defendants’ misconduct in
11 violation of the CLRA, Plaintiffs and members of the California Subclass were harmed in the
12 amount of the purchase price they paid for the Products. Further, Plaintiffs and members of the Class
13 have suffered and continue to suffer economic losses and other damages including, but not limited
14 to, the amounts paid for the Products, and any interest that would have accrued on those monies, in
15 an amount to be proven at trial. Accordingly, Plaintiffs seek a monetary award for violation of this
16 Act in the form of damages, restitution, disgorgement of ill-gotten gains to compensate Plaintiffs
17 and the California Subclass for said monies.

18 **116. Injunction.** Given that Defendants’ conduct violated California Civil Code section
19 1780, Plaintiffs and members of the California Subclass are entitled to seek, and do hereby seek,
20 injunctive relief to put an end to Defendants’ violations of the CLRA and to dispel the public
21 misperception generated, facilitated, and fostered by Defendants’ false advertising campaign.
22 Plaintiffs have no adequate remedy at law. Without equitable relief, Defendants’ unfair and
23 deceptive practices will continue to harm Plaintiffs and the California Subclass. Accordingly,
24 Plaintiffs seek an injunction to enjoin Defendants from continuing to employ the unlawful methods,
25 acts, and practices alleged herein pursuant to section 1780(a)(2), and otherwise requires Defendants
26 to take corrective action necessary to dispel the public misperception engendered, fostered, and
27 facilitated through Defendants’ deceptive labeling of the Products with the Naturally Flavored
28 Representation.

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- e. **Punitive Damages/Penalties:** For an order awarding punitive damages, statutory penalties, and/or monetary fines, consistent with applicable law and pursuant to only those causes of action so permitted;
- f. **Attorneys’ Fees & Costs:** For an order awarding attorneys’ fees and costs, consistent with applicable law and pursuant to only those causes of action so permitted;
- g. **Pre/Post-Judgment Interest:** For an order awarding pre-judgment and post-judgment interest, consistent with applicable law and pursuant to only those causes of action so permitted; and
- h. **All Just & Proper Relief:** For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all issues and causes of action so triable.

DATED: June 1, 2026

MALK & POGO LAW GROUP, LLP

/s/ Valter Malkhasyan
Valter Malkhasyan, Esq.
Erik Pogosyan, Esq.

Counsel for Plaintiffs and the Proposed Class