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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,

15 Plaintiff,

16 v.

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

19 Defendants.

Case No. 2:26-cv-6387

**PLAINTIFF’S CLASS ACTION  
COMPLAINT**

**DEMAND FOR JURY TRIAL**

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 SUNDIAL BRANDS LLC  
23 (“Defendant”), and alleges, upon personal knowledge as to her own actions and her  
24 counsel’s investigation, and upon information and belief as to all other matters, as  
25 follows:

26 **INTRODUCTION**

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

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

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

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

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

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

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

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

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

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

13 **PARTIES**

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

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

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

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

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1 **JURISDICTION AND VENUE**

2 13. This Court has subject matter jurisdiction of this action pursuant to  
3 28 U.S.C. § 1332(d) of the Class Action Fairness Act of 2005 because: (i) there are  
4 100 or more class members; (ii) there is an aggregate amount in controversy  
5 exceeding \$5,000,000.00, exclusive of interest and costs; and (iii) minimal diversity  
6 exists.

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

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

15 **FACTUAL BACKGROUND**

16 **A. Plaintiff’s Experience**

17 16. In Spring 2025, Plaintiff purchased the SheaMoisture Moisture &  
18 Smooth Conditioner from a retailer in Los Angeles, CA. Plaintiff relied on  
19 Defendant’s deceptive labeling claims and material omissions (*i.e.* the challenged  
20 “100% virgin coconut oil” front-label claim) when making her purchase decision.

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

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

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

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

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

15 **B. The Products and the Challenged Representations**

16 22. The Products are sold under the SheaMoisture brand and marketed as  
17 “100% Virgin Coconut Oil.” The Products are sold in brick-and-mortar and online  
18 retail channels throughout California, including through national retailers.

19 23. The Products’ front labels prominently display the words “100% Virgin  
20 Coconut Oil.” A subset of Product images are included here:



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 44. The Products were worth less than represented.

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

10 **D. Defendant’s Knowledge**

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

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

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

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

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

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

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



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

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

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

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

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**CLASS ACTION ALLEGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 **COUNT ONE**

18 **VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT (“CLRA”)**

19 **Cal. Civ. Code §§ 1750 *et seq.***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**VIOLATION OF THE FALSE ADVERTISING LAW (FAL)**

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

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

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

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

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

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

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

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

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

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

3 **COUNT THREE**

4 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**

5 **(UCL)**

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

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

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

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

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

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

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

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

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

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

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

**COUNT FOUR**

**BREACH OF EXPRESS WARRANTY**

**Cal. Com. Code § 2313**

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3  
4 112. Plaintiff repeats and realleges the allegations of the preceding  
5 paragraphs as if fully set forth herein.

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

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

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

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

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

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

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**PRAYER FOR RELIEF**

1  
2 WHEREFORE, Plaintiff, individually and on behalf of the proposed Class,  
3 respectfully requests that the Court enter judgment in Plaintiff’s favor and against  
4 Defendant as follows:

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

