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Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

PAIGE PETKEVICIUS on Behalf of Herself and  
All Others Similarly Situated,

Plaintiff,

vs.

TYSON FOODS, INC. a Delaware Corporation  
and Does 1-20,

Defendants.

Case No.

**CLASS ACTION COMPLAINT FOR:**

1. VIOLATION OF THE UNFAIR COMPETITION LAW, Business and Professions Code §17200 *et seq.*;
2. VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT, Civil Code §1750, *et seq.*; and
3. BREACH OF EXPRESS WARRANTY.

DEMAND FOR JURY TRIAL

1 Plaintiff PAIGE PETKEVICIUS, by and through her attorneys, brings this class action on behalf  
2 of herself and similarly-situated others in the State of California – and makes these allegations based on  
3 information and belief and/or which are likely to have evidentiary support after a reasonable opportunity  
4 for further investigation and discovery – against Defendant, Tyson Foods, Inc. (“Tyson” or “Defendant”),  
5 and states as follows:

### 6 **NATURE OF ACTION**

7 1. This action seeks to remedy the unfair, deceptive, and unlawful business practices  
8 engaged in by Defendant, in connection with the marketing and sales of its frozen breaded chicken  
9 products (“Tyson Chicken” or the “Product(s)”). Defendant manufactures, markets, sells, and distributes  
10 the Products using a marketing, advertising and labeling campaign that is centered on representations that  
11 are intended to, and do, convey to consumers that the Products are either “100% all natural” or made  
12 with “100% all natural ingredients” (the “Natural Claims”). The Products include but are not limited to  
13 Tysons Chicken Nuggets, Tysons Fun Nuggets, Tysons Crispy Chicken Strips, Tysons Chicken Patties,  
14 Tysons Chicken Breast Fillets, Tysons Southern Breast Tenderloins, and Tysons Southern Patties.

15 2. The Natural Claims are false and misleading: the Products and/or their ingredients are not  
16 100% all natural because the corn and/or soybeans used in a) the Products’ breeding and flour and b) the  
17 feed given to the chickens from which the Products are derived are genetically modified (“GM”) crops.  
18 GM crops are unnatural man-made crops whose genetic material has been altered by humans employing  
19 genetic engineering. The World Health Organization (“WHO”) defines GM organisms (which include  
20 crops) as “organisms in which the genetic material (DNA) has been altered in a way that does not occur  
21 naturally.” There are wide-ranging controversies related to GM crops, including health risks from  
22 ingesting GM foods and negative environmental effects associated with growing GM crops. The use and  
23 labeling of GM foods is the subject of a variety of laws, regulations, and protocols worldwide.

24 3. Defendant was and is aware that consumers are willing to pay a premium for natural,  
25 healthy products or products made with natural, healthy ingredients, and advertises its Products with the  
26 intention that consumers will rely on the Natural Claims and other representations made on the label.  
27 Defendant’s claims are deceptive and misleading, and have been designed solely to cause consumers to  
28 buy Tyson Chicken over comparable breaded chicken. Defendant knew, at the time it began selling the

1 Products, that they contained GM ingredients and were not 100% all natural or made with 100% all  
2 natural ingredients, as represented.

3 4. Plaintiff and the Class (defined below) read Defendant's Natural Claims, relied on their  
4 veracity and purchased the Products because they believed the Products were "100% all natural" or made  
5 with "100% all natural ingredients."

6 5. By relying on Defendant's Natural Claims Plaintiff and the Class have suffered damages  
7 and an ascertainable loss because they paid more per ounce than they would have for similar breaded  
8 chicken that did not purport to be "100% all natural" or made with "100% all natural ingredients."  
9 Plaintiff and the members of the Class did not receive the benefit of the bargain, a 100% all natural  
10 product or a product made with 100% all natural ingredients, when they purchased Tyson Chicken.  
11 Instead, they received chicken that, contrary to Defendant's representations, contained GM ingredients  
12 and as a result was not "100% all natural" or made with "100% all natural ingredients."

13 6. Reasonable consumers, such as Plaintiff and members of the Class, do not have the  
14 specialized knowledge necessary to identify the ingredients in the Products as being inconsistent with the  
15 Natural Claims.

16 7. This class action seeks to provide redress to consumers who have been harmed by  
17 Defendant's false and misleading marketing practices. Defendant's conduct has included the systematic  
18 and continuing practice of disseminating false and misleading information throughout the United States,  
19 including throughout California, via pervasive, multi-media advertising and the Product labeling. These  
20 efforts by Defendant were intended to induce unsuspecting consumers, including Plaintiff and the  
21 members of the Class, into purchasing Tyson Chicken at a premium price.

22 8. Plaintiff asserts claims on behalf of herself and the Class for Breach of Express Warranty,  
23 and violations of the Cal. Bus. & Prof. Code § 17200; Cal. Bus. & Prof. Code § 17500; Cal. Civ. Code §  
24 1750.

25 **PARTIES**

26 9. Plaintiff is and at all times relevant to this action has been, a resident and citizen of San  
27 Diego, California. Plaintiff has purchased the Products on a number of occasions within the past four  
28 years in reliance on Defendant's Natural Claims. Prominently on each of the labels appears the words

1 “100% ALL NATURAL” or “100% ALL NATURAL INGREDIENTS.” This representation was  
2 material to Plaintiff’s decision to purchase the Products. Plaintiff was willing to pay for the Products  
3 because of the Natural Claims and would not have purchased the Products, would not have paid as much  
4 for the Products, or would have purchased an alternative product in absence of the Natural Claims.  
5 Plaintiff suffered an ascertainable loss in either the amount of the purchase price of the Product, or the  
6 premium she paid for the Product, as a result of the conduct of Defendant described herein, including the  
7 fact that the Product was not “100% all natural” or made with “100% all natural ingredients,” as  
8 Defendant represented.

9 10. Defendant Tyson Foods Inc. is a Delaware corporation with its principal place of business  
10 at 2200 W. Don Tyson Parkway, Springdale, Arkansas, and is thus a citizen of Arkansas. Tyson is the  
11 world’s largest meat producer, the world’s second largest processor and marketer of chicken, beef and  
12 pork and one of the one hundred largest companies in the United States.

13 **JURISDICTION AND VENUE**

14 11. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §1332(d)(2) because the  
15 matter in controversy, upon information and belief, exceeds \$5,000,000, exclusive of interest and costs,  
16 and this is a class action in which the Class members and Defendant are citizens of different states.

17 12. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391, because Plaintiff is a  
18 resident of this judicial district, Defendant regularly conducts business throughout this district, and a  
19 substantial part of the events or omissions giving rise to Plaintiff’s claims took place within this judicial  
20 district.

21 **FACTUAL BACKGROUND**

22 **Food Derived From Genetically Modified Organisms Is Not Natural**

23 13. This action is brought against Tyson for the benefit and protection of all purchasers of  
24 Tyson Chicken.

25 14. Tyson Chicken is derived from chicken raised on feed made from GM corn and/or  
26 soybeans crops. The breeding and flour used in Tyson Chicken also is composed of GM corn and/or  
27 soybeans crops.

1           15.     GM crops are not crops occurring in nature, and thus are unnatural by definition. They are  
2 genetically manipulated from their natural state. Monsanto Company, one of the largest producers of GM  
3 crop seed, defines GM organisms as "[p]lants or animals that have had their genetic makeup altered to  
4 exhibit traits that are not naturally theirs. In general, genes are taken (copied) from one organism that  
5 shows a desired trait and transferred into the genetic code of another organism." *See*  
6 <http://www.monsanto.com/newsviews/Pages/glossary.aspx#g> (last visited April 16, 2014).

7           16.     This definition is consistent with the views of the WHO, which defines GM organisms as  
8 "organisms in which the genetic material (DNA) has been altered in a way that does not occur naturally."  
9 The technology is often called 'modern biotechnology' or 'gene technology,' sometimes also  
10 'recombinant DNA technology' or 'genetic engineering.' It allows selected individual genes to be  
11 transferred from one organism into another, also between nonrelated species. Such methods are used to  
12 create GM plants - which are then used to grow GM food crops. *See* World Health Organization, 20  
13 Questions on Genetically Modified (GM) Foods at  
14 [http://www.who.int/foodsafety/publications/biotech/en/20questions\\_en.pdf](http://www.who.int/foodsafety/publications/biotech/en/20questions_en.pdf) (last visited April 16, 2014).

15           17.     The Environmental Protection Agency has distinguished between conventional breeding  
16 of plants "through natural methods, such as cross-pollination" and genetic engineering. *See* United States  
17 Environmental Protection Agency, Prevention, Pesticides and Toxic Substances, Questions & Answers  
18 Biotechnology: Final Plant-Pesticide/Plant Incorporated Protectants (PIPs) Rules (Jul. 19, 2001) at  
19 <http://www.epa.gov/scipoly/biotech/pubs/qanda.pdf> ("Conventional breeding is a method in which genes  
20 for pesticidal traits are introduced into a plant through natural methods, such as cross-pollination. . . .  
21 Genetically engineered plant-incorporated protectants are created through a process that utilizes several  
22 different modern scientific techniques to introduce a specific pesticide-producing gene into a plant's  
23 DNA genetic material.") (last visited April 16, 2014).

24           18.     Romer Labs, a company that provides diagnostic services to the agricultural industry,  
25 including tests to detect and determine the existence of GM crops, defines GM crops as "[a]griculturally  
26 important plants [that] are often genetically modified by the insertion of DNA material from outside the  
27 organism into the plant's DNA sequence, allowing the plant to express novel traits that normally would  
28 not appear in nature, such as herbicide or insect resistance. Seed harvested from GMO plants will also

1 contain these modifications." See <http://www.romerlabs.com/en/knowledge/gmo/> (last visited April 16,  
2 2014).

3 19. As indicated by the definitions above, which come from a wide array of sources, including  
4 industry, government, and health organizations, GM crops are unnatural, and products made from those  
5 crops, including the Products, are not 100% all natural or made with 100% all natural ingredients.

6 20. There are three general methods for genetic modification of crops. Crops can be  
7 genetically modified to a) survive application of specific herbicides (Herbicide-tolerant or "HT" crops) or  
8 b) resist specific insects (Insect-resistant or "Bt" crops). They also can be modified for both purposes  
9 ("stacked" crops).

10 21. 93% of US soybean acreage consisted of HT soybean in 2013. 90% of US corn acreage  
11 consisted of Bt corn in 2013. In addition, 85% of US corn acreage was Herbicide-tolerant and 71% was  
12 of the stacked variety. As a result, almost all corn and soybean acreage produced in the US in 2013 was  
13 genetically modified. See [http://www.ers.usda.gov/data-products/adoption-of-genetically-engineered-](http://www.ers.usda.gov/data-products/adoption-of-genetically-engineered-crops-in-the-us/recent-trends-in-ge-adoption.aspx#.U6O3yajGV7w)  
14 [crops-in-the-us/recent-trends-in-ge-adoption.aspx#.U6O3yajGV7w](http://www.ers.usda.gov/data-products/adoption-of-genetically-engineered-crops-in-the-us/recent-trends-in-ge-adoption.aspx#.U6O3yajGV7w) (last visited June 20, 2014).

15 22. Defendant sources the ingredients for products, including Tyson Chicken, sold in the U.S.  
16 from U.S. commodity suppliers who supply GM crops. Large volume food manufacturers who wish to  
17 use non-GM ingredients must specifically source their crops, typically from Europe, or undertake the  
18 additional step and expense of purchasing and verifying the supply from non-GM growers through  
19 identity preservation programs. In most instances, manufacturers who purchase only non-GM crops for  
20 their products specifically label the products "non-GMO" because this is an issue that matters to  
21 consumers.

22 23. Defendant's Natural Claims are false, deceptive, misleading, and unfair to consumers, who  
23 are injured by purchasing products that Defendant claims are "100% all natural" or made with "100% all  
24 natural ingredients" when, in fact, they are not.

### 25 **The Market and Consumer Expectations**

26 24. The market for natural products is a large and growing one. In recent years, consumers  
27 have been willing to pay a premium for products they believe to be natural, healthy and/or organic.  
28 *Natural Foods Merchandiser* magazine's 2010 Market Overview reported significant growth for the

1 natural and organic products industry. With more than \$81 billion in total revenue in 2010, the industry  
2 grew seven percent during 2009, showing that consumers' desire for natural products continues to grow.  
3 *See* [http://www.prnewswire.com/news-releases/natural-and-organic-products-industry-sales-hit-81-  
5 billion-122958763.html](http://www.prnewswire.com/news-releases/natural-and-organic-products-industry-sales-hit-81-<br/>4 billion-122958763.html) (last visited April 16, 2014).

6 25. A recent national study conducted by the Consumer Reports National Research Center  
7 determined that 59% of Americans actively check to see if their products are natural. *See*  
8 <http://www.greenerchoices.org/pdf/ConsumerReportsFoodLabelingSurveyJune2014.pdf>, page 4. In  
9 addition, 72% of consumers seek to avoid genetically modified ingredients ("GMOs"). *Id.* at page 5.

10 26. The same study also investigated the perceptions consumers have regarding natural  
11 labeling of meat/poultry products and packaged or processed foods. 64% of consumers believed that  
12 natural labeling on poultry products signaled that GMOs were not used in the feed. *Id.* at page 7. 64% of  
13 consumers also believed that natural labeling on packaged and processed foods signaled that GMOs were  
14 not present. *Id.* at 9. In addition, an overwhelming 85% of consumers believed that natural labeling  
15 should mean that GMOs are not used in animal feed or present in packaged/processed foods. *Id.* at 7,9.

16 **The Products and Product Advertising**

17 27. Tyson Chicken is manufactured by Defendant and is marketed and promoted to  
18 communicate a straightforward, material message – that is, that the Products are "100% all natural" or  
19 made with "100% all natural ingredients." These representations are prominently displayed on the  
20 Products' label for all purchasers to read.

21 28. The Products conspicuously state on the labels that they are "100% ALL NATURAL."  
22 *See* Exhibit A, Product labels.

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29. The Products conspicuously state on the labels that they contain “100% ALL NATURAL INGREDIENTS:” See Exhibit A, Product labels.

30. Defendant uses GM corn and/or soybeans in the Products flour and breading. Additionally, the chickens, from which the products are derived, are given feed that is made from GM corn and/or soybeans.

31. Defendant even has admitted as much:





32. The Products' labeling and packaging accordingly convey a false and misleading message because the words "100% ALL NATURAL" or "100% ALL NATURAL INGREDIENTS" are included on every label. These statements lead the consumer to falsely believe that the Products are 100% all natural or made with 100% all natural ingredients when they, in fact, contain unnatural and synthetic ingredients. Plaintiff relied on these representations when purchasing the Products.

33. As a result of these deceptive, false and misleading representations, Defendant was able to sell the Products at a premium over chicken that does not purport to be "100% all natural" or made with "100% all natural ingredients."

34. Plaintiff and the Class paid a premium for the Products after reading their labels and thereafter believing that they were "100% all natural" or made with "100% all natural ingredients." Had Plaintiff and other members of the proposed Class been aware of the truth, they would not have purchased the more expensive "100% all natural" or "100% all natural ingredient" Products. As a result of the purchase, Plaintiff and the Class suffered ascertainable loss, injury in fact, and lost money and/or property as a result of the conduct described herein.

### **Plaintiff's Experiences**

35. Prior to purchase, Plaintiff read the labeling of Tyson Chicken. Based on viewing the labeling, Plaintiff reasonably expected that the Products would be "100% all natural" or made from "100% all natural ingredients," which is precisely the message Tyson intended to convey. Plaintiff purchased several Tyson's Chicken products throughout the class period.



1           40.    The members of the Class are so numerous that joinder of all members of the Class is  
2 impracticable. Plaintiff is informed and believes that the proposed Class contains thousands of  
3 purchasers of the Products who have been damaged by Tyson’s conduct as alleged herein. The precise  
4 number of Class members is unknown to Plaintiff.

5           41.    This action involves common questions of law and fact, which predominate over any  
6 questions affecting individual Class members. These common legal and factual questions include, but  
7 are not limited to, the following:

- 8                   (1)    Whether Defendant falsely and/or misleadingly misrepresented the Products as  
9                            being “100% ALL NATURAL” or made with “100% ALL NATURAL  
10                            INGREDIENTS”;
- 11                   (2)    Whether Defendant’s misrepresentations are likely to deceive objectively  
12                            reasonable consumers;
- 13                   (3)    Whether Tyson’s alleged conduct violates public policy;
- 14                   (4)    Whether the alleged conduct constitutes violations of the laws asserted;
- 15                   (5)    Whether Tyson engaged in false or misleading advertising;
- 16                   (6)    Whether Defendant breached an express warranty;
- 17                   (7)    Whether Plaintiff and Class members have sustained monetary loss and the proper  
18                            measure of that loss; and
- 19                   (8)    Whether Plaintiff and Class members are entitled to other appropriate remedies,  
20                            including corrective advertising and injunctive relief.

21           42.    Plaintiff’s claims are typical of the claims of the members of the Class because, inter alia,  
22 all Class members were injured through the uniform misconduct described above having been exposed to  
23 Tyson’s false representations regarding the nature of the Products. Plaintiff is advancing the same claims  
24 and legal theories on behalf of himself and all members of the Class.

25           43.    Plaintiff will fairly and adequately protect the interests of the members of the Class, has  
26 retained counsel experienced in complex consumer class action litigation, and intends to prosecute this  
27 action vigorously. Plaintiff has no adverse or antagonistic interests to those of the Class.

28



1           50. Plaintiff and members of the Class purchased the Products because Defendant's Natural  
2 Claims instilled within them a reasonable belief that the Products were "100% all natural" or made with  
3 "100% all natural ingredients." Accordingly, Defendant's misrepresentations concerning the Products  
4 were material and caused Plaintiff and members of the Class to purchase breaded chicken products they  
5 otherwise would not have purchased.

6           51. Defendant's sale of the Products to consumers, including Plaintiff and the Class, had no  
7 benefit and caused substantial injury to consumers and competition because the consumers were misled  
8 by Defendant's deceptive advertising, marketing and labeling and thus were unable to properly assess the  
9 quality and nature of the Tyson Chicken they purchased.

10           52. Plaintiff and the members of the Class who purchased the Products had no way of  
11 reasonably knowing that Defendant's Natural Claims were untrue and/or misleading and thus were  
12 unable to reasonably avoid the injury of being induced by Defendant's misrepresentations.

13           53. The Unfair Competition Law, Business & Professions Code §17200, et seq. ("UCL"), and  
14 similar laws in other states, prohibit any "unlawful," "fraudulent" or "unfair" business act or practice and  
15 any false or misleading advertising. In the course of conducting business, Defendant committed  
16 unlawful business practices by, *inter alia*, making the above referenced claims and as alleged throughout  
17 herein (which also constitutes advertising within the meaning of §17200) and omissions of material facts  
18 related to the true nature and content of Products, including *inter alia* that they contained genetically  
19 modified ingredients, and violating 17500, et seq., and the common law.

20           54. Plaintiff and the Class reserve the right to allege other violations of law, which constitute  
21 other unlawful business acts or practices. Such conduct is ongoing and continues to this date.

22           55. Defendant's actions also constitute "unfair" business acts or practices because, as alleged  
23 above, *inter alia*, Defendant engaged in false advertising, misrepresented and omitted material facts  
24 regarding the Products and thereby offended an established public policy, and engaged in immoral,  
25 unethical, oppressive, and unscrupulous activities that are substantially injurious to consumers.

26           56. As stated in this Complaint, Plaintiff alleges violations of consumer protection, unfair  
27 competition and truth in advertising laws in California and other states, resulting in harm to consumers.  
28 Defendant's acts and omissions also violate and offend the public policy against engaging in false and

1 misleading advertising, unfair competition and deceptive conduct towards consumers. This conduct  
2 constitutes violations of the unfair prong of Business & Professions Code §17200, et seq.

3 57. There were reasonably available alternatives to further Defendant’s legitimate business  
4 interests, other than the conduct described herein.

5 58. Business & Professions Code §17200, et seq. also prohibits any “fraudulent business act  
6 or practice.”

7 59. Defendant’s actions, claims, nondisclosures and misleading statements, as more fully set  
8 forth above, were also false, misleading and/or likely to deceive the consuming public within the  
9 meaning of Business & Professions Code §17200, et seq.

10 60. Plaintiff and other members of the Class have in fact been deceived as a result of their  
11 reliance on Defendant’s material representations and omissions, which are described above. This reliance  
12 has caused harm to Plaintiff and other members of the Class who each purchased the Products. Plaintiff  
13 and the other Class members have suffered injury in fact and lost money as a result of these unlawful,  
14 unfair, and fraudulent practices.

15 61. As a result of its deception, Defendant has been able to reap unjust revenue and profit.

16 62. Unless restrained and enjoined, Defendant will continue to engage in the above-described  
17 conduct. Accordingly, injunctive relief is appropriate.

18 63. Plaintiff, on behalf of herself, all others similarly situated, and the general public, seeks  
19 restitution and disgorgement of all money obtained from Plaintiff and the members of the Class collected  
20 as a result of unfair competition, an injunction prohibiting Defendant from continuing such practices,  
21 corrective advertising, and all other relief this Court deems appropriate, consistent with Business &  
22 Professions Code §17203.

23 **COUNT II**

24 **Violations of the Consumers Legal Remedies Act –**

25 **Civil Code §1750 et seq.**

26 64. Plaintiff repeats and re-alleges the allegations contained in the paragraphs above, as if  
27 fully set forth herein.

28 65. Plaintiff brings this claim individually and on behalf of the Class.





1 or made with 100% all natural ingredients. A reasonable consumer similarly situated to Plaintiff or other  
2 members of the class is unable to properly assess Defendant's Natural Claims and as a result is likely to  
3 be misled by them.

4 71. Defendant knew, or in the exercise of reasonable care should have known, that the Natural  
5 Claims concerning the Products were untrue because it fed the chicken, from which the Products are  
6 derived, GM feed and it used GM ingredients in the Products' breeding and flour.

7 72. Plaintiff and members of the Class were injured because, pursuant to the Natural Claims,  
8 they paid a premium price for and/or purchased the Products. If Plaintiff and members of the Class had  
9 known the true nature and quality of the Products they would not have purchased them or paid a  
10 premium price to obtain them. As a result, Defendant has been unjustly enriched at the expense of  
11 Plaintiff and the other members of the Class.

12 73. Pursuant to §1782(d) of the Act, Plaintiff and the Class seek a court order enjoining the  
13 above-described wrongful acts and practices of Defendant and for restitution and disgorgement.

14 74. Pursuant to §1782 of the Act, Plaintiff notified Defendant in writing by certified mail of  
15 the particular violations of §1770 of the Act and demanded that it rectify the problems associated with  
16 the actions detailed above and give notice to all affected consumers of Defendant's intent to so act. If  
17 Defendant does not respond to Plaintiff's letter or agree to rectify the problems associated with the  
18 actions detailed above and give notice to all affected consumers within 30 days of the date of written  
19 notice pursuant to §1782 of the Act, Plaintiff will amend her complaint to seek actual, punitive and  
20 statutory damages, as appropriate against Defendant. A copy of the letter is attached hereto as Exhibit B.

21 75. If Defendant fails to rectify or agree to rectify the problems associated with the actions  
22 detailed above and give notice to all affected consumers within 30 days of the date of written notice  
23 pursuant to §1782 of the Act, Plaintiff will amend this complaint to add claims for actual, punitive and  
24 statutory damages, as appropriate.

25 76. Defendant's conduct is fraudulent, wanton and malicious.

26 77. Pursuant to §1780(d) of the Act, attached hereto as Exhibit C is the affidavit showing that  
27 this action has been commenced in the proper forum.

28 ///

**COUNT III**

**Breach of Express Warranty**

1  
2  
3 78. Plaintiff repeats and re-alleges the allegations contained in the paragraphs above, as if  
4 fully set forth herein.

5 79. Plaintiff brings this claim individually and on behalf of the Class.

6 80. The Uniform Commercial Code section 2-313 provides that an affirmation of fact or  
7 promise, including a description of the goods, becomes part of the basis of the bargain and creates an  
8 express warranty that the goods shall conform to the promise and to the description.

9 81. At all times, California and other states have codified and adopted the provisions in the  
10 Uniform Commercial Code governing the express warranty of merchantability.

11 82. As discussed above, Defendant, through a number of marketing and promotional  
12 materials, including Product labeling, expressly warranted the Products as “100% all natural” or made  
13 with “100% all natural ingredients.

14 83. Plaintiff and members of the Class saw, read and relied upon the Products labeling and  
15 purchased the Products because they reasonably believed that the Products were 100% all natural or  
16 made with 100% all natural ingredients.

17 84. Defendant breached the warranty because the Products purchased were not as described;  
18 the Products were made with GM ingredients and as a result were not “100% all natural” or made with  
19 “100% all natural ingredients.”

20 85. This breach was a proximate cause of Plaintiff’s injury, as well as other members of the  
21 class, because they did not receive 100% all natural products or products made with 100% all natural  
22 ingredients. Instead, Plaintiff and members of the class were tricked into buying and/or paying a  
23 premium price for unnatural products or products made with unnatural ingredients and as a result were  
24 deprived of the benefit of the bargain and spent money on Products that lacked value or had less value  
25 than warranted, or Products that they would not have purchased and used had they known the true facts  
26 about them.

27 86. All conditions precedent to Defendant’s liability under this contract have been performed  
28 by Plaintiff and the Class.

1 87. Defendant was provided notice of these issues by, *inter alia*, the instant Complaint.

2 88. Defendant breached the terms of this contract, including the express warranties, with  
3 Plaintiff and the Class by not providing a Product as represented.

4 89. As a result of Defendant's breach of its contract, Plaintiff and the Class have been  
5 damaged in the amount of the price of the Products they purchased.

6  
7 **PRAYER FOR RELIEF**

8 Wherefore, Plaintiff prays for a judgment:

9 A. Certifying the Class as requested herein;

10 B. Awarding Plaintiff and the proposed Class members damages;

11 C. Awarding restitution and disgorgement of Defendant's revenues to Plaintiff and the  
12 proposed Class members;

13 D. Awarding actual, punitive and statutory damages to Plaintiff and the proposed Class  
14 members;

15 E. Awarding declaratory and injunctive relief as permitted by law or equity, including:  
16 enjoining Defendant from continuing the unlawful practices as set forth herein, and directing Defendant  
17 to identify, with Court supervision, victims of its conduct and pay them all money it is required to  
18 pay;

19 F. Ordering Defendant to engage in a corrective advertising campaign;

20 G. Awarding attorneys' fees and costs;

21 H. Providing such further relief as may be just and proper.

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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

Dated: October 17, 2014

**CARPENTER LAW GROUP**

By: /s/ Todd D. Carpenter

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