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 8 Attorneys for Plaintiff  
 Carlos Barrios

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 10 UNITED STATES DISTRICT COURT  
 11 CENTRAL DISTRICT OF CALIFORNIA

12 CARLOS BARRIOS, individually,  
 and on behalf of a class of similarly  
 13 situated individuals,  
 14 Plaintiff,  
 15 v.  
 16 ZICO BEVERAGES LLC, a  
 Delaware limited liability company,  
 17 Defendant.  
 18

Case No.:  
**CLASS ACTION COMPLAINT  
 FOR:**  
 (1) Violations of Unfair Competition  
 Law, California Business &  
 Professions Code § 17200 *et seq.*  
 (2) Violations of False Advertising  
 Law, California Business &  
 Professions Code § 17500  
 (3) Violations of California's  
 Consumers Legal Remedies Act

**DEMAND FOR JURY TRIAL**

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## INTRODUCTION

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2 1. Plaintiff Carlos Barrios (“Plaintiff”) brings this action for himself  
3 and on behalf of all persons in the United States who purchased one or more  
4 containers of Zico 100% Coconut Water with the phrase “No Sugar Added” on  
5 its label or outer packaging (“Zico Coconut Water”) created, manufactured,  
6 distributed, marketed, and/or sold by Zico Beverages, LLC and DOES 1-10  
7 (“Defendant” or “Zico”).

8 2. Plaintiff’s action arises out of the unlawful “No Sugar Added”  
9 statements placed by Defendant on the labels and outer packaging of its Zico  
10 Coconut Water products. The Food and Drug Administration (“FDA”)  
11 regulations promulgated pursuant to the Food, Drug, and Cosmetics Act of 1938  
12 (“FDCA”) specify the precise nutrient content claims concerning sugar that may  
13 be made on a food label. 21 C.F.R. § 101, Subpart D. Defendant’s “No Sugar  
14 Added” claims on its Zico Coconut Water containers fail to comply with these  
15 requirements, as set forth below. As a result, Defendant has violated California’s  
16 Sherman Law and consumer protection statutes, which wholly adopt the federal  
17 requirements.

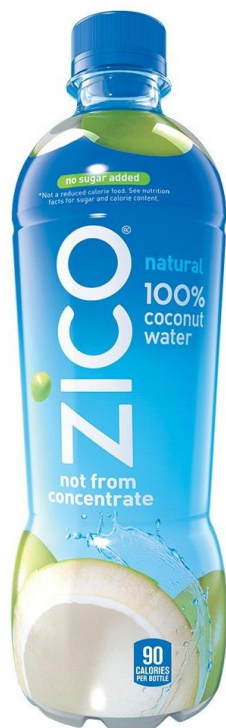
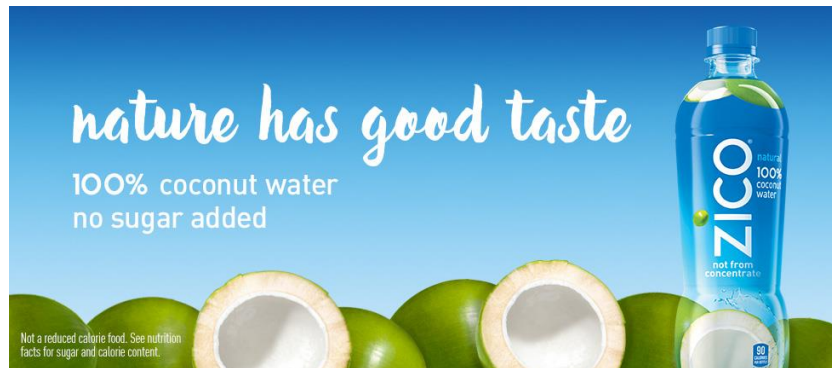
18 3. In addition to violating FDA regulations, Defendant’s “No Sugar  
19 Added” claims constitute flat-out false advertising under California’s False  
20 Advertising Law because, on information and belief, Zico 100% Coconut Water  
21 does, in fact, contain added sugars.

22 4. In the United States more than one-third of adults are obese, and  
23 approximately seventeen percent of children and adolescents are obese. The  
24 obesity epidemic has been fueled, in part, by increased consumption of foods  
25 high in sugar. Obesity and excess sugar consumption, in turn, have been linked  
26 to a variety of health problems, including, but not limited to, heart disease, tooth  
27 decay and diabetes. As a result, consumers have become increasingly sugar  
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1 conscious and attach importance to the statement “No Sugar Added” on the  
2 labels of food products.

3 5. On information and belief, Defendant’s Zico Coconut Water is  
4 among the most widely-distributed and purchased coconut water products in the  
5 United States.

6 6. To profit from consumers’ well-placed and increasing focus on  
7 sugar consumption, Defendant has prominently featured a “No Sugar Added”  
8 statement on the front label of its Zico Coconut Water containers. The images  
9 below depict the “No Sugar Added” statement as featured on the label (“No  
10 Sugar Added Label”):



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7. The FDA forbids the use of “No Sugar Added” claims unless the product making such claim meets the following criteria:

(i) **No amount of sugars**, as defined in 101.9(c)(6)(ii), or any other ingredient that contains sugars that functionally substitute for added sugars **is added during processing or packaging**; and

(ii) The **product does not contain an ingredient containing added sugars** such as jam, jelly, or concentrated fruit juice; and

(iii) The **sugars content has not been increased above the amount present in the ingredients by some means** such as the use of enzymes,

1 except where the intended functional effect of the process is not to  
2 increase the sugars content of a food, and a functionally insignificant  
3 increase in sugars results; and

4 (iv) **The food that it resembles and for which it substitutes**  
5 **normally contains added sugars;** and

6 (v) The **product bears a statement that the food is not "low**  
7 **calorie" or "calorie reduced"** (unless the food meets the requirements  
8 for a "low" or "reduced calorie" food) **and that directs consumers'**  
9 **attention to the nutrition panel for further information on sugar and**  
10 **calorie content.**<sup>1</sup>

11 8. Further, the FDA has stated that, “[i]n implementing the guidelines,  
12 the purpose of the ‘no added sugar’ claim is to present consumers with  
13 information that allows them to differentiate between similar foods that would  
14 normally be expected to contain added sugars, with respect to the presence or  
15 absence of added sugars.”<sup>2</sup>

16 9. Thus, Defendant’s No Sugar Added claims on Zico Coconut Water  
17 are in violation of FDA and state regulations because:

- 18 a. Sugar, or any other ingredient that contains sugars that functionally  
19 substitute for added sugars, is added during processing or packaging  
20 (21 C.F.R. § 101.60(c)(i)); and  
21 b. The Zico Coconut Water does not resemble and substitute for a  
22 food that normally contains added sugars, including, without  
23 limitation, pure, or 100%, orange juice (21 C.F.R. § 101.60(c)(iv)).

24 10. Further, Defendant’s No Sugar Added claims on Zico Coconut  
25 Water constitute false advertising separate and apart from the FDA’s regulations  
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27 <sup>1</sup> See 21 C.F.R. § 101.60(c)(2)(emphasis added).

28 <sup>2</sup> 58 Fed. Reg. 2302, 2327 (Jan. 6, 1993).



1 because, on information and belief, Zico Coconut Water does, in fact, contain  
2 added sugars.

3 11. As a result of their reliance on Defendant's unlawful sugar-content  
4 labeling claims, Plaintiff and Class Members have suffered an ascertainable loss  
5 of money, including, but not limited to, out of pocket costs incurred in  
6 purchasing the Zico Coconut Water. Further, as a result of its deceptive  
7 marketing and unfair competition with other similar manufacturers and brands,  
8 Zico Beverages LLC realized sizable profits.

9 **PARTIES**

10 **Plaintiff Carlos Barrios**

11 12. Plaintiff Carlos Barrios is a citizen and resident of the State of  
12 California, County of Solano. During the class period alleged herein, Plaintiff  
13 purchased one or more bottles of Zico Coconut Water in Suisun City, California.

14 13. Prior to purchasing the Zico Coconut Water, Plaintiff observed the  
15 illegal and deceptive "No Sugar Added" claim on the front label. Plaintiff also  
16 observed advertisements for Zico Coconut Water stating the products contained  
17 no added sugar.

18 14. Plaintiff reasonably relied on Defendant's "No Sugar Added" claims  
19 in deciding to purchase Zico Coconut Water over other competing products and  
20 Defendant's "No Sugar Added" claims were important to Plaintiff in making his  
21 purchase decision due to health concerns, including lowering sugar consumption.

22 15. If the Zico Coconut Water did not include the illegal and deceptive  
23 "No Sugar Added" claim on the label, Plaintiff would not have purchased it or  
24 would have paid less for it.

25 **Defendant**

26 16. Defendant ZICO BEVERAGES, LLC is a Delaware limited liability  
27 corporation, organized and existing under the laws of the State of Delaware and  
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1 registered to conduct business in California. Defendant ZICO BEVERAGES,  
2 LLC's Corporate Headquarters are located at 2101 E. El Segundo Blvd., Suite  
3 403, El Segundo, CA 90245, which is in Los Angeles County.

4 17. At all relevant times, Defendant was and is engaged in the business  
5 of testing, manufacturing, packaging, advertising, distributing, and selling Zico  
6 Coconut Water in Los Angeles County and throughout the United States of  
7 America

### 8 **JURISDICTION**

9 18. This is a class action.

10 19. This Court has subject matter jurisdiction over this matter pursuant  
11 to 28 U.S.C. § 1331 because this action arises under the Constitution or laws of  
12 the United States and the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2) and  
13 (6), in that, as to each Class defined herein:

- 14 a. the matter in controversy exceeds \$5,000,000.00, exclusive of  
15 interest and costs;
- 16 b. this is a class action involving 100 or more class members; and
- 17 c. this is a class action in which at least one member of the Plaintiff  
18 class is a citizen of a State different from at least one Defendant.

19 20. The Court has personal jurisdiction over Defendant, which has at  
20 least minimum contacts with the State of California because it has conducted  
21 business there and has availed itself of California's markets through the testing,  
22 manufacturing, packaging, advertising, distributing, and selling of Zico Coconut  
23 Water and other similar products.

### 24 **VENUE**

25 21. Zico Beverages, LLC, through its business of testing,  
26 manufacturing, packaging, advertising, distributing, and selling Zico Coconut  
27 Water, has established sufficient contacts in this district such that personal  
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1 jurisdiction is appropriate. Defendant is deemed to reside in this district  
2 pursuant to 28 U.S.C. § 1391(a).

3 19. In addition, a substantial part of the events or omissions giving rise  
4 to these claims and a substantial part of the property that is the subject of this  
5 action are in this district. Further, Plaintiff's Declaration, as required under  
6 California Civil Code §1780(d) (but not pursuant to *Erie* and federal procedural  
7 rules), reflects that a substantial part of the events or omissions giving rise to the  
8 claims alleged herein occurred, or a substantial part of property that is the subject  
9 of this action, is situated in Los Angeles County, California. It is attached as  
10 **Exhibit 1.**

11 20. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a).

12 **FACTUAL ALLEGATIONS**

13 22. Due to health concerns, U.S. consumers are increasingly more aware  
14 of their sugar consumption and, as such, attach great importance to "No Sugar  
15 Added" and other sugar-content claims on food and beverage product labeling.

16 23. To profit from consumers' well-placed and increased focus on  
17 minimizing sugar consumption, Defendant has prominently featured a "No Sugar  
18 Added" claim on the front and side labels of its Zico Coconut Water packaging  
19 as well as throughout its website and other marketing materials, as depicted  
20 above.

21 24. However, the FDA forbids the use of "No Sugar Added" claims  
22 unless the product making such claim meets the following criteria:

23 (i) **No amount of sugars**, as defined in 101.9(c)(6)(ii), or any other  
24 ingredient that contains sugars that functionally substitute for added sugars  
25 **is added during processing or packaging**; and

26 (ii) The **product does not contain an ingredient containing added**  
27 **sugars** such as jam, jelly, or concentrated fruit juice; and  
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1                   (iii) **The sugars content has not been increased above the**  
2 **amount present in the ingredients by some means** such as the use of  
3 enzymes, except where the intended functional effect of the process is not  
4 to increase the sugars content of a food, and a functionally insignificant  
5 increase in sugars results; and

6                   (iv) **The food that it resembles and for which it substitutes**  
7 **normally contains added sugars;** and

8                   (v) **The product bears a statement that the food is not "low**  
9 **calorie" or "calorie reduced"** (unless the food meets the requirements  
10 for a "low" or "reduced calorie" food) **and that directs consumers'**  
11 **attention to the nutrition panel for further information on sugar and**  
12 **calorie content.**

13           25. Further, the FDA has stated that, “[i]n implementing the guidelines,  
14 the purpose of the ‘no added sugar’ claim is to present consumers with  
15 information that allows them to differentiate between similar foods that would  
16 normally be expected to contain added sugars, with respect to the presence or  
17 absence of added sugars. Therefore, the ‘no added sugar’ claim is not  
18 appropriate to describe foods that do not normally contain added sugars.”

19           26. Thus, Defendant’s No Sugar Added claims on Zico Coconut Water  
20 are in violation of FDA and state regulations because:

- 21                   a. Sugar, or any other ingredient that contains sugars that functionally  
22                   substitute for added sugars, is added during processing or packaging  
23                   (21 C.F.R. § 101.60(c)(i)); and  
24                   b. The Zico Coconut Water does not resemble and substitute for a  
25                   food that normally contains added sugars, including, without  
26                   limitation, pure, or 100%, orange juice (21 C.F.R. § 101.60(c)(iv)).

27           27. On information and belief, in 2016 and 2017, ingredient analysis  
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1 performed by various laboratories in the United States confirmed that Zico  
2 Coconut Water contains sugars that are not naturally occurring in pure coconut  
3 water and were therefore added during the processing and/or packaging of Zico  
4 Coconut Water.

5 28. As a result of their reliance on Defendant's unlawful sugar-content  
6 labeling claims, Plaintiff and Class Members have suffered an ascertainable loss  
7 of money, including, but not limited to, out of pocket costs incurred in  
8 purchasing the Zico Coconut Water. Further, as a result of its deceptive  
9 marketing and unfair competition with other similar manufacturers and brands,  
10 Zico Beverages LLC realized sizable profits.

### 11 CLASS ACTION ALLEGATIONS

12 29. Plaintiff brings this lawsuit as a class action on behalf of himself  
13 and all others similarly situated as members of the proposed Class pursuant to  
14 pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), 23(b)(3), and  
15 23(c)(4). This action satisfies the numerosity, commonality, typicality, adequacy,  
16 predominance, and superiority requirements of those provisions.

17 30. The class and sub-classes Plaintiff seeks to represent (the "Class  
18 Members") are defined as follows:

19 **Nationwide Class:** All individuals in the United  
20 States who purchased one or more containers of Zico  
21 Coconut Water containing a "No Sugar Added" claim  
22 on the label or other packaging at any time between  
23 four years prior to the filing of this complaint until the  
date of certification (the "Nationwide Class").

24 **California Sub-Class:** All members of the Nationwide  
25 Class who reside in the State of California (the  
"California Sub-Class").

26 **CLRA Sub-Class:** All members of the California Sub-  
27 Class who are "consumers" within the meaning of  
28 California Civil Code § 1761(d) (the "CLRA Sub-

Class”).

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2 31. Excluded from the Class are: (1) Defendant, any entity or division in  
3 which Defendant has a controlling interest, and their legal representatives,  
4 officers, directors, assigns, and successors; (2) the Judge to whom this case is  
5 assigned and the Judge’s staff; (3) any Judge sitting in the presiding state and/or  
6 federal court system who may hear an appeal of any judgment entered; and (4)  
7 those persons who have suffered personal injuries as a result of the facts alleged  
8 herein. Plaintiff reserves the right to amend the Class and Sub-Class definitions  
9 if discovery and further investigation reveal that the Class or Sub-Class should  
10 be expanded or otherwise modified.

11 32. There is a well-defined community of interest in the litigation and  
12 the Class is readily ascertainable.

13 33. Numerosity: Although the exact number of prospective Class  
14 Members is uncertain and can only be ascertained through appropriate discovery,  
15 the number is great enough such that joinder is impracticable. The disposition of  
16 the claims of these Class Members in a single action will provide substantial  
17 benefits to all parties and to the Court. The Class Members are readily  
18 identifiable from information and records in Defendant’s possession, custody, or  
19 control.

20 34. Typicality: Plaintiff’s claims are typical of the claims of the Class  
21 in that Plaintiff, like all Class Members, has purchased one or more Zico  
22 Coconut Water products containing a “No Sugar Added” claim on its label or  
23 other packaging within the applicable class period. The representative Plaintiff,  
24 like all Class Members, has been damaged by Defendant’s misconduct in that  
25 they have incurred expenses due to their reliance on Defendant’s labeling of its  
26 Zico Coconut Water, as described throughout this complaint. Furthermore, the  
27 factual bases of Defendant’s misconduct are common to all Class Members and  
28 represent a common thread resulting in injury to all Class Members.

1           35. Commonality: There are numerous questions of law and fact  
2 common to Plaintiff and the Class that predominate over any question affecting  
3 only individual Class Members. These common legal and factual issues include  
4 the following:

- 5           (a) Whether Defendant engaged in unlawful, unfair or deceptive  
6 business practices by failing to properly package and label food  
7 products sold to consumers;
- 8           (b) Whether the food products at issue were misbranded as a matter of  
9 law;
- 10           (c) Whether Defendant labeled certain food and beverage products with  
11 “No Sugar Added” claims;
- 12           (d) Whether Defendant made false, misleading and/or untrue statements  
13 via its labeling;
- 14           (e) Whether Defendant violated the California Consumers Legal  
15 Remedies Act (Cal. Civil Code §§ 1750 *et seq.*);
- 16           (f) Whether Defendant violated California Business & Professions  
17 Code §§ 17200 *et seq.*;
- 18           (g) Whether Defendant violated California Business & Professions  
19 Code §§ 17500 *et seq.*;
- 20           (h) Whether Defendant violated the Sherman Food, Drug, and Cosmetic  
21 Law (Health & Saf. Code, §§ 109875 *et seq.*);
- 22           (i) Whether Plaintiff and the Class are entitled to equitable and/or  
23 injunctive relief;
- 24           (j) Whether Plaintiff and the Class are entitled to damages;
- 25           (k) Whether Defendant’s unlawful, unfair and/or deceptive practices  
26 harmed Plaintiff and the Class;
- 27           (l) Whether Defendant knew or reasonably should have known of the  
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1           39. As a result of their reliance on Defendant’s misrepresentations and  
2 omissions, Class Members suffered an ascertainable loss of money, property,  
3 and/or value of their Zico Coconut Water.

4           40. California Business & Professions Code § 17200 prohibits acts of  
5 “unfair competition,” including any “unlawful, unfair or fraudulent business act  
6 or practice” and “unfair, deceptive, untrue or misleading advertising.”

7           41. Plaintiff and Class Members are reasonable consumers who expect  
8 manufacturers, like Zico Beverages LLC, to provide accurate and truthful  
9 representations regarding the sugar content contained in their products,  
10 especially as compared to those in competitors’ similar products. Further,  
11 reasonable consumers, like Plaintiff, rely on the representations made by  
12 manufacturers regarding products’ sugar content in determining whether to  
13 purchase the particular products and consider that information important to their  
14 purchase decision.

15           42. In failing to properly label its Zico Coconut Water, Defendant has  
16 knowingly and intentionally misrepresented material facts and breached their  
17 duty not to do so. In addition, Defendant’s use of “No Sugar Added” claims  
18 constitutes a “fraudulent” business practice or act within the meaning of  
19 Business and Professions Code Sections 17200 *et seq.* The applicable food  
20 labeling regulations are carefully crafted to require that nutritional content claims  
21 be presented in a qualified and contextualized manner to protect the consuming  
22 public from being deceived. Defendant’s non-compliant sugar content labeling,  
23 as described above, is an unqualified nutritional content claim that poses the very  
24 risk of deception the regulations were promulgated to protect against.

25           43. If the Zico Coconut Water had not included the illegal and deceptive  
26 “No Sugar Added” claim on the label, Plaintiff and Class Members would not  
27 have purchased the Zico Coconut Water or would have paid less for it.  
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1 44. Defendant's conduct was and is likely to deceive consumers.

2 45. Defendant's acts, conduct and practices were unlawful, in that they  
3 constituted:

4 (a) Violations of California's Consumers Legal Remedies Act;

5 (b) Violations of California's False Advertising Law;

6 (c) Violations of California's Sherman Law; and

7 (d) Violations of the Federal Food Drug & Cosmetic Act;

8 46. By their conduct, Defendant has engaged in unfair competition and  
9 unlawful, unfair, and fraudulent business practices.

10 47. Defendant's unfair or deceptive acts or practices occurred  
11 repeatedly in Defendant's trade or business, and were capable of deceiving a  
12 substantial portion of the purchasing public.

13 48. As a direct and proximate result of Defendant's unfair and deceptive  
14 practices, Plaintiff and the Class have suffered and will continue to suffer actual  
15 damages.

16 49. California Business and Professions Code Section 17200, *et seq.*  
17 prohibits "any unlawful, unfair or fraudulent business act or practice."

18 50. Defendant has been unjustly enriched and should be required to  
19 make restitution to Plaintiff and the Class pursuant to §§ 17203 and 17204 of the  
20 Business & Professions Code.

21 **SECOND CAUSE OF ACTION**

22 **(Violation of California Business & Professions Code § 17500 *et seq.*)**

23 51. Plaintiff incorporates by reference all allegations set forth in  
24 Complaint.

25 52. Plaintiff brings this cause of action on behalf of himself and on  
26 behalf of the Nationwide Class, or in the alternative, on behalf of the California  
27 Sub-Class.

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1           53. California Business & Professions Code § 17500 prohibits unfair,  
2 deceptive, untrue, and misleading advertising in connection with the disposal of  
3 personal property (among other things), including, without limitation, false  
4 statements as to the use, worth, benefits, or characteristics of the property.

5           54. Defendant have committed acts of misleading and unlawful  
6 advertising by utilizing “No Sugar Added” claims on the labels of its Zico  
7 Coconut Water containers. In addition, Defendant made such unlawful or  
8 misleading labeling claims with the intent to dispose of said merchandise.

9           55. Defendant knew, or in the exercise of reasonable care should have  
10 known, that the “No Sugar Added” representations were misleading and  
11 deceptive.

12           56. The falsely advertised Zico Coconut Water was, and continues to be,  
13 likely to deceive members of the public.

14           57. As a result of their reliance on Defendant’s misrepresentations and  
15 omissions, Class Members suffered an ascertainable loss of money, property,  
16 and/or value of their Zico Coconut Water.

17           58. As a direct and proximate result of Defendant’s unfair and deceptive  
18 practices, Plaintiff and the Class have suffered and will continue to suffer actual  
19 damages.

20           59. Zico Beverages LLC has been unjustly enriched and should be  
21 required to make restitution to Plaintiff and the Class. Pursuant to § 17535 of the  
22 Business & Professions Code, Plaintiff and Class Members are entitled to an  
23 order of this Court enjoining such future conduct on the part of Zico Beverages  
24 LLC, and such other orders and judgments which may be necessary, to disgorge  
25 Zico Beverages LLC’s ill-gotten gains and restore to any person in interest any  
26 money paid for its Zico Coconut Water as a result of the wrongful conduct of  
27 Zico Beverages LLC.

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**THIRD CAUSE OF ACTION**  
**(Violation of California’s Consumers Legal Remedies Act, California Civil Code § 1750 et seq.)**

60. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

61. Plaintiff brings this cause of action on behalf of himself and on behalf of the members of the CLRA Sub-Class.

62. Defendant is a “person” as defined by California Civil Code § 1761(c).

63. Plaintiff and CLRA Sub-Class Members are “consumers” within the meaning of California Civil Code § 1761(d) because they bought the Zico Coconut Water for personal, family, or household purposes.

64. By failing to disclose and concealing the true and actual nature of the Zico Coconut Water from Plaintiff and prospective Class Members, Defendant violated California Civil Code § 1770(a), as it represented that the Zico Coconut Water had characteristics and benefits that it does not have, represented that the Zico Coconut Water was of a particular standard, quality, or grade when it was of another, and advertised the Zico Coconut Water with the intent not to sell it as advertised. *See* Cal. Civ. Code §§ 1770(a)(5)(7) & (9).

65. Defendant’s unfair and deceptive acts or practices occurred repeatedly in Defendant’s trade or business and were capable of deceiving a substantial portion of the purchasing public.

66. Defendant knew the Zico Coconut Water did not possess the characteristics and benefits as represented and were not of the particular standard, quality or grade as represented.

67. As a result of their reliance on Defendant’s representations and

1 omissions, Class Members suffered an ascertainable loss of money, property,  
2 and/or value of their Zico Coconut Water.

3 68. In failing to disclose and misrepresenting the true nature and  
4 contents of the Zico Coconut Water, Defendant knowingly and intentionally  
5 concealed material facts and breached their duty not to do so.

6 69. The facts Defendant concealed from or misrepresented to Plaintiff  
7 and Class Members are material in that a reasonable consumer would have  
8 considered them to be important in deciding whether to purchase the Zico  
9 Coconut Water or pay less. If the Zico Coconut Water had not included the  
10 illegal and deceptive “No Sugar Added” claim on the label, Plaintiff and Class  
11 Members would not have purchased the Zico Coconut Water or would have paid  
12 less for it.

13 70. Plaintiff and Class Members are reasonable consumers who expect  
14 manufacturers, like Zico Beverages LLC, to provide accurate and truthful  
15 representations regarding the sugar content contained in their products,  
16 especially as compared to those in competitors’ similar products. Further,  
17 reasonable consumers, like Plaintiff, rely on the representations made by  
18 manufacturers regarding products’ sugar content in determining whether to  
19 purchase the particular products and consider that information important to their  
20 purchase decision.

21 71. As a direct and proximate result of Defendant’s unfair methods of  
22 competition and/or unfair and deceptive practices, Plaintiff and the Class have  
23 suffered and will continue to suffer actual damages.

24 72. Plaintiff and the Class are entitled to equitable relief.

25 73. Plaintiff provided Defendant with notice of its violations of the  
26 CLRA pursuant to California Civil Code § 1782(a). If Defendant fails to provide  
27 the appropriate and requested relief for its violations of the CLRA within 30  
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1 days, Plaintiff will seek monetary, compensatory, and punitive damages, in  
2 addition to injunctive and equitable relief.

3 **RELIEF REQUESTED**

4 74. Plaintiff, on behalf of himself and all others similarly situated,  
5 request the Court to enter judgment against Defendant, as follows:

- 6 a. An order certifying the proposed Class and Sub-Classes, designating  
7 Plaintiff as named representative of the Class, and designating the  
8 undersigned as Class Counsel;
- 9 b. An order enjoining Defendant from further unfair and deceptive  
10 business practices regarding the deceptive advertising, sales, and  
11 other business practices relating to its Zico Coconut Water;
- 12 c. A declaration requiring Defendant to comply with the various  
13 provisions of the Federal Food Drug & Cosmetic Act, California's  
14 Sherman Law, California's False Advertising Law and CLRA  
15 alleged herein and to make all the required representations;
- 16 d. A declaration that Defendant must disgorge, for the benefit of the  
17 Class, all or part of the ill-gotten profits it received from the sale of  
18 its Zico Coconut Water, or make full restitution to Plaintiff and  
19 Class Members;
- 20 e. An award of attorneys' fees and costs, as allowed by law;
- 21 f. An award of attorneys' fees and costs pursuant to California Code of  
22 Civil Procedure § 1021.5;
- 23 g. An award of pre-judgment and post-judgment interest, as provided  
24 by law;
- 25 h. Leave to amend the Complaint to conform to the evidence produced  
26 at trial; and
- 27 i. Such other relief as may be appropriate under the circumstances.  
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**DEMAND FOR JURY TRIAL**

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

Dated: March 2, 2017

Respectfully submitted,  
Capstone Law APC

By: /s/ Lee A. Cirsch  
Lee A. Cirsch  
Robert K. Friedl  
Trisha K. Monesi  
Attorneys for Plaintiff Carlos Barrios



# EXHIBIT 1

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**DECLARATION OF CARLOS BARRIOS**

I, CARLOS BARRIOS, declare as follows:

1. I make this declaration based upon my personal knowledge except as to those matters stated herein that are based upon information and belief, and as to those matters I believe them to be true. I am over the age of eighteen, a citizen of the State of California, and a Plaintiff in this action.

2. Pursuant to California Civil Code section 1780(d), this Declaration is submitted in support of Plaintiff’s Selection of Venue for the Trial of Plaintiff’s Cause of Action alleging violation of California’s Consumers Legal Remedies Act.

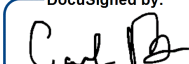
3. I reside in Suisun City, California, which is in Solano County. I purchased the Zico Coconut Water products that are the subject of this lawsuit in Solano County.

4. I am informed and believe that Defendant ZICO BEVERAGES, LLC is a Delaware corporation, organized and existing under the laws of the State of Delaware and registered to conduct business in California. Defendant ZICO BEVERAGES, LLC’s Corporate Headquarters are located at 2101 E. El Segundo Blvd., Suite 403, El Segundo, CA 90245, which is in Los Angeles County.

5. Based on the facts set forth herein, this Court is a proper venue for the prosecution of Plaintiff’s Cause of Action alleging violation of California’s Consumers Legal Remedies Act because Defendant’s headquarters are located in Los Angeles County, and Defendant conducts business in Los Angeles County and throughout California and the United States of America.

6. I declare under penalty of perjury under the laws of California and the United States of America that the foregoing is true and correct.

Executed on January 16, 2017 in Los Angeles, California.

DocuSigned by:  
  
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Carlos Barrios