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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

THOMAS TREASURE, individually
and on behalf of all others similarly
situated,

Plaintiff,

vs.

CHOSEN FOODS LLC,

Defendant.

Case No. **'26CV4606 DMS BJW**

COMPLAINT

CLASS ACTION

DEMAND FOR JURY TRIAL

1 Plaintiff Thomas Treasure (“Plaintiff”), individually and on behalf of all
2 others similarly situated, by and through his counsel, brings this Complaint against
3 Defendant Chosen Foods LLC (“Chosen Foods” or “Defendant”), and based upon
4 personal knowledge with respect to himself, and on information and belief and the
5 investigation of counsel as to all other matters, in support thereof alleges as follows:

6 **NATURE OF THE ACTION**

7 1. Plaintiff brings this action on behalf of himself and a class (or classes)
8 of all other similarly situated persons, as defined below.

9 2. This action concerns Defendant’s deceptive and unfair tactic of
10 marketing and selling mayonnaise that is purportedly made with avocado oil instead
11 of other oils, but it does not contain avocado oil. Specifically, its Classic Mayo
12 (“Classic Mayo”; together with other prepared food products claiming to contain
13 exclusively avocado oil, the “Products”) says on the front label that it is “made with
14 100% pure avocado oil” and its ingredient list names avocado oil as its first
15 ingredient and only oil ingredient. However, a recent study published by researchers
16 at UC Davis (the “UC Davis 2026 Study”) found that Chosen Foods Classic Mayo
17 contains oils that are not consistent with 100% pure avocado oil.

18 3. Customers like Plaintiff purchased the Products because of the
19 representations that it contained avocado oil. Products such as Classic Mayo have
20 higher prices because they are supposed to contain exclusively avocado oil.
21 Consumers prefer avocado oil as opposed to seed oils and for its neutral flavor
22 profile. Plaintiff and the other members of the Class (as defined below) would not
23 have purchased Defendant’s Products had they known the Products contained other
24 oils besides avocado oil, and have been damaged by overpaying for the Products.

25 4. Defendant’s conduct as alleged herein violates the unlawful, unfair, and
26 fraudulent prongs of the California Unfair Competition Law (“UCL”), Cal. Bus. &
27 Prof. Code § 17200; California Consumer Legal Remedies Act (“CLRA”),
28 California Civil Code § 1770(a)(5), § 1770(a)(9), and § 1770(a)(16); the Maryland

1 Consumer Protection Act (“MCPA”); and Defendant breached its contract for the
2 sale of goods to Plaintiff and class members.

3 **PARTIES**

4 5. Plaintiff Thomas Treasure is a natural person who is a citizen of the
5 United States and who is domiciled in the State of Maryland.

6 6. Defendant Chosen Foods LLC is a Delaware corporation headquartered
7 in San Diego, California. Defendant’s mailing address is 350 Camino De La Reina
8 Suite 400, San Diego, CA, 92108.

9 7. Defendant markets and sells products that claim to be made exclusively
10 with avocado oil to consumers throughout the United States.

11 8. A substantial portion of the conduct giving rise to Plaintiff’s claims,
12 including the marketing and sale of the Products, took place in, and emanated from,
13 California. In addition to its headquarters located in California, in March 2020,
14 Chosen Foods announced its rebranding efforts to “Celebrate[] Roots in Coastal
15 California and Mexico.” [https://www.multivu.com/players/English/8697051-](https://www.multivu.com/players/English/8697051-chosen-foods-coastal-california-mexico-roots-new-brand-identity/)
16 [chosen-foods-coastal-california-mexico-roots-new-brand-identity/](https://www.multivu.com/players/English/8697051-chosen-foods-coastal-california-mexico-roots-new-brand-identity/), archived at
17 <https://perma.cc/V2UV-JAMU>. Chosen Foods also specifically directs people to
18 stores in California to purchase their products. *See, e.g.,*
19 <https://www.tiktok.com/@chosenfoods/video/7146278189566872874> (promoting
20 mayonnaise in stores in San Diego, the Bay Area, and the Southeastern United
21 States).

22 **JURISDICTION AND VENUE**

23 9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §
24 1332(d), because this action is a class action in which there are 100 or more class
25 members; the matter in controversy exceeds the sum of \$5,000,000, exclusive of
26 interest and costs; and at least one member of the class(es) is a citizen of a state
27 different from Defendant.

1 16. For example, Defendant states on its website that the neutral flavor
2 “won’t overpower the taste of your food, making it a versatile ingredient that can be
3 used in a wide range of recipes. It has a mild, buttery taste that enhances the flavors
4 of any dish.” [https://chosenfoods.com/blogs/central/how-pure-avocado-oil-is-](https://chosenfoods.com/blogs/central/how-pure-avocado-oil-is-made-a-step-by-step-overview)
5 [made-a-step-by-step-overview](https://chosenfoods.com/blogs/central/how-pure-avocado-oil-is-made-a-step-by-step-overview), archived at <https://perma.cc/2CE4-UA5S>. The
6 individual product pages have FAQs, including “Can you taste the avocado oil in
7 Chosen Foods Classic Mayo?,” to which Defendant answered “No! Since avocado
8 oil has a neutral taste, you won’t be able to taste the avocado oil in Chosen Foods
9 Classic Mayo.” [https://chosenfoods.com/products/classic-avocado-oil-mayo-32oz-](https://chosenfoods.com/products/classic-avocado-oil-mayo-32oz-bpa-free-pet)
10 [bpa-free-pet](https://chosenfoods.com/products/classic-avocado-oil-mayo-32oz-bpa-free-pet), archived at <https://perma.cc/4R9L-5D75>.

11 17. Chosen Foods markets and sells two mayonnaise products that claim to
12 be made with avocado oil in different size and shape containers: Classic Mayo and
13 Vegan Mayo (“Vegan Mayo”; defined above with the Classic Mayo as the Products).
14 <https://chosenfoods.com/collections/healthy-mayo>, archived at
15 <https://perma.cc/8NVM-FTYG>.

16 18. The front label of the 32 oz. package of Classic Mayo bottle looks like
17 this:



19. The Classic Mayo label clearly informs a consumer that it contains avocado oil. The text “MADE WITH 100% Pure AVOCADO OIL,” “GOOD FATS FROM AVOCADOS,” and a cartoon image of an avocado are all on the primary display panel. The first and primary ingredient in the ingredient list is avocado oil. It does not list any other oils. It does not have a warning that other oils might be present, such as the phrases “may contain,” “produced in a manufacturing facility” that has an allergen present, or that it has “one of the following” trace ingredients. The side panel of the package also says “OUR CLEAN & SIMPLE TAKE ON THIS CLASSIC SPREAD IS MADE WITH 100% PURE AVOCADO OIL & IS 100% DELICIOUS. MAYO DREAMS COME TRUE!” Below that it says “SOY & CANOLA OIL FREE.”

20. Defendant’s website has similar statements that communicate to consumers that their Products are made with avocado oil and only avocado oil. For example, the Classic Mayo page has an image that claims that other mayonnaises are not 100% pure and are mixed with “sketchy ingredients”:



1 <https://chosenfoods.com/products/classic-avocado-oil-mayo-32oz-bpa-free-pet.>

2 The page also says “Unsweetened, gluten-free, healthy, Certified Non-GMO, and
3 free of soy, canola, and other oils.”

4 21. Defendant makes similar statements about the Vegan Mayo. The front
5 label of the 24 ounce package looks like this:



19 22. The Vegan Mayo label and website also make it clear that it is supposed
20 to contain avocado oil and not other oils. See, e.g.,
21 [https://chosenfoods.com/products/copy-of-vegan-avocado-oil-mayo-24oz-glass-](https://chosenfoods.com/products/copy-of-vegan-avocado-oil-mayo-24oz-glass-jar)
22 [jar](https://chosenfoods.com/products/copy-of-vegan-avocado-oil-mayo-24oz-glass-jar), archived at <https://perma.cc/W3W3-6SXV>.

23 23. The first and primary ingredient in the ingredient list for Vegan Mayo
24 is avocado oil. It does not list any other oils. It does not have a warning that other
25 oils might be present, such as the phrases “may contain,” “produced in a
26 manufacturing facility” that has an allergen present, or that it has “one of the
27 following” trace ingredients.
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24. In addition to mayonnaise, Chosen Foods sells other prepared foods such as salad dressings and marinades that claim to contain 100% pure avocado oil.

25. For example, Defendant states on its website “Savor your salads with Chosen Foods’ New Avocado Oil Based Salad Dressings. Made with 100% Pure Avocado Oil and simple ingredients, these flavor-packed dressings are crafted without soy or canola oil and full of good fats from avocados.” <https://chosenfoods.com/collections/dressings-marinades-made-with-avocado-oil>, archived at <https://perma.cc/59J3-ZMQ6>.

26. Chosen Foods sells a lemon garlic flavored dressing that claims to be made with 100% pure avocado oil (the “Lemon Garlic Dressing & Marinade”). The front label of the 8 ounce package looks like this:



27. The Lemon Garlic Dressing & Marinade has similar representations that it contains avocado oil. The front label says that it is “MADE WITH 100% Pure AVOCADO OIL,” it has “GOOD FATS FROM AVOCADOS,” and it has a cartoon image of an avocado. The first and primary ingredient in the ingredient list for

1 Lemon Garlic Avocado Dressing is avocado oil. It does not list any other oils. It
2 does not have a warning that other oils might be present, such as the phrases “may
3 contain,” “produced in a manufacturing facility” that has an allergen present, or that
4 it has “one of the following” trace ingredients.

5 28. The website for the Lemon Garlic Dressing & Marinade has additional
6 comments about avocado oil and the lack of other oils. It says that it is “**Made with**
7 **100% Pure Avocado Oil** – This clean lemon garlic dressing is packed with good
8 fats from avocados and crafted without soy or canola oil” (bold in original).
9 [https://chosenfoods.com/products/chosen-foods-avocado-oil-dressing-marinade-](https://chosenfoods.com/products/chosen-foods-avocado-oil-dressing-marinade-lemon-garlic)
10 [lemon-garlic](https://chosenfoods.com/products/chosen-foods-avocado-oil-dressing-marinade-lemon-garlic), archived at <https://perma.cc/N8H2-4BGS>. There are also FAQs,
11 including the question “What makes Chosen Foods different from other dressings in
12 the market?,” to which Defendant answers “Chosen Foods’ Dressings are made with
13 100% Pure Avocado oil and do not contain any seed oils, making these your
14 everyday dressings for any occasion!” The webpage also has a similar image
15 comparing its product to other dressings with “sketchy ingredients” instead of
16 “100% pure avocado oil.”

17 29. Chosen Foods also sells a zesty Italian flavored avocado oil dressing
18 (“Zesty Italian Dressing & Marinade”). The front label of the 8 ounce container of
19 Zesty Italian Dressing & Marinade looks like this:
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30. The Zesty Italian Dressing & Marinade label and website also make it clear that it is supposed to contain avocado oil and not other oils. *See, e.g.*, <https://chosenfoods.com/products/red-wine-italian-dressing-marinade>, archived at <https://perma.cc/D7PK-ME5L>.

31. The first and primary ingredient in the ingredient list for Zesty Italian Dressing & Marinade is avocado oil. It does not list any other oils. It does not have a warning that other oils might be present, such as the phrases “may contain,” “produced in a manufacturing facility” that has an allergen present, or that it has “one of the following” trace ingredients.

Testing Results

32. In 2020, researchers at UC Davis testing 22 domestic and imported products labeled as avocado oil and then issued a report (the “UC Davis 2020 Study”), concluding that 82% of the products tested were either rancid or mixed with other oils. *See* <https://www.ucdavis.edu/food/news/study-finds-82-percent-avocado-oil-rancid-or-mixed-other-oils>, archived at <https://perma.cc/JBG9-PTU8>;

1 *see also* Green, Wang, “First report on quality and purity evaluations of avocado oil
2 sold in the US,” 116 Food Control 107328 (Oct. 2020), available at
3 <https://www.sciencedirect.com/science/article/pii/S0956713520302449?via=ihub>.
4 Chosen Foods’ product was one of only two brands whose samples were pure and
5 unoxidized at that time. *Id.*

6 33. Chosen Foods endorsed this research on its website. In a discussion of
7 its “Commitment to Purity,” Defendant said: “In 2020, UC Davis tested avocado oil
8 brands to see which brands were actually pure & not adulterated with other oils.
9 Chosen Foods was one of only two brands that were verified pure & non-oxidized
10 avocado oils. View this study for more information about purity & real avocado oil
11 brands.” <https://chosenfoods.com/pages/purity>. (The website text links to the
12 discussion of the UC Davis 2020 Study at the UC Davis website.)

13 34. In 2026,¹ researchers at UC Davis again tested food products that were
14 labeled as containing avocado oil and olive oil (the above-defined UC Davis 2026
15 Study). The researchers—who included one of the researchers as the prior UC Davis
16 2020 Study—concluded that 89% of the products they tested were not consistent
17 with avocado oil and likely had other oils mixed in instead. *See*
18 [https://www.ucdavis.edu/food/news/avocado-oil-chip-youre-eating-may-not-be-](https://www.ucdavis.edu/food/news/avocado-oil-chip-youre-eating-may-not-be-made-pure-avocado-oil)
19 [made-pure-avocado-oil](https://www.ucdavis.edu/food/news/avocado-oil-chip-youre-eating-may-not-be-made-pure-avocado-oil), archived at <https://perma.cc/5HXX-D5V>; Lopez-Alvarez,
20 et al., “Authenticity of avocado and olive oils used as ingredients in commercially
21 processed foods,” 6 Applied Food Research 102389 (2026), available at
22 <https://www.sciencedirect.com/science/article/pii/S2772502226007274>.

23 35. Specifically, the study concluded that all of the samples of the Chosen
24 Foods Products—the Classic Mayo, the Vegan Mayo, the Lemon Garlic Dressing &
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28 ¹ The article was first available online on July 11, 2026.

1 Marinade, and the Zesty Italian Dressing & Marinade from Chosen Foods (the
2 “Products”)—were not “compositionally consistent with authentic oil.”²

3 36. The UC Davis 2026 Study measured authenticity based on the Codex
4 Alimentarius Standard for Named Vegetable Oils (CXS 210-1999) (the “Codex”).
5 It measured both fatty acids and sterol markers. A sample was only considered
6 inconsistent with the requirements in the Codex if more than two measurements
7 exceeded the acceptable amounts of fatty acids and sterol markers by more than
8 10%. UC Davis 2026 Study at 2.4, p. 3.

9 37. The UC Davis 2026 Study highlighted three fatty acids that are included
10 in the Codex and exhibited the greatest difference between products classified as
11 consistent and inconsistent with authentic avocado oil: palmitic acid (C16:0),
12 palmitoleic acid (C16:1), and stearic acid (C18:0). All four of the Products from
13 Defendant sampled in the study (at two samples each, for a total of eight samples)
14 were outside of the Codex ranges for these fatty acids. See UC Davis 2026 Study,
15 Supplemental materials, Table S3: “Fatty acid profiles of all samples.” For example,
16 4.0% to 17.1% of the fatty acids in avocado oil are supposed to be palmitoleic acid
17 (C16.1), but none of the eight samples from Chosen Foods exceeded 1.0%.

18 38. The UC Davis 2026 Study also highlighted three sterol markers that are
19 included in the Codex: campesterol, stigmasterol, and Δ^7 -avenasterol. Elevated
20 levels of these three sterol markers are consistent with avocado oil that has been
21 substituted or diluted with other vegetable oils. All four of the Products from
22 Defendant sampled in the study (consisting of eight samples) were outside of the
23 Codex ranges for these sterol markers. See UC Davis 2026 Study, Supplemental

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25
26 ² The UC Davis website provided a “Media Kit” of materials to accompany the story. This Media
27 Kit included a document titled “Studied products AFRES.pdf,” which stated “Brand information
28 in **Authenticity of avocado and olive oils used as ingredients in commercially processed foods**” (bold in original). Two samples of each of the Products were tested and given a sample
identification number between 45 through 48 and 57 through 60. See
<https://ucdavis.app.box.com/s/Gogs4l0ogplunooktwryr5b1m6k2xr9u/file/2353660743779>

1 materials, Table S4: “Sterol profiles of all samples.” For example, only 0.3% to
2 2.0% of the sterols in avocado oil are supposed to be stigmasterol, but the lowest
3 sample from the Chosen Foods Products was 5.8% and the rest were between 6.0%
4 and 7.1%.

5 39. The UC Davis 2026 Study also noted that cis-vaccenic acid (C18:1 (n-
6 7)) is often higher in samples that are otherwise consistent with the Codex
7 requirements. Prior research by one of the authors of the UC Davis 2026 Study
8 concluded that measuring C18:1 (n-7) can be useful to determine whether a product
9 labeled as avocado oil has been adulterated with seed oils such as safflower or
10 sunflower oil. See Green, Wang, “Cis-vaccenic acid: New marker to detect seed oil
11 adulteration in avocado oil,” 1 Food Chemistry Advances 100107 (2022), available
12 at

13 [https://www.sciencedirect.com/science/article/pii/S2772753X22000958?via%3Dih](https://www.sciencedirect.com/science/article/pii/S2772753X22000958?via%3Dihub)
14 [ub](https://www.sciencedirect.com/science/article/pii/S2772753X22000958?via%3Dihub). For example, less than 0.75% of the fatty acids in safflower oil and less than
15 1.3% of the fatty acids in sunflower oil are C18:1 (n-7), while 5.5% to 7.5% of the
16 fatty acids in avocado oil are C18:1 (n-7).

17 40. The UC Davis 2026 Study found that all four of the Chosen Foods
18 Products sampled had C18:1 (n-7) values of 1.2% or 1.3%. This is consistent with
19 sunflower oil and not consistent with avocado oil.

20 41. Chosen Foods charges a price premium for the Products because they
21 are labeled as containing avocado oil.

22 42. The UC Davis 2026 Study concluded that “Retail prices showed
23 consistent premiums for products labeled as containing avocado oil or olive oil
24 relative to vegetable oil counterparts.” UC Davis 2026 Study, page 4.

25 43. An advertisement for Chosen Foods posted on TikTok by user Bobby
26 Parrish (@BobbyParrish) specifically compared Chosen Foods’ Classic Mayo to
27 Hellman’s classic mayonnaise, which he referred to as “the bad mayonnaise.”
28 <https://www.tiktok.com/@bobbyparrish/video/7344412906836233518>. The

1 influencer notes that when Chosen Foods was discounted by \$3 with a manufacturer
2 rebate at Costco, it was \$0.203 per ounce, which is still more expensive than the
3 “bad mayonnaise” at \$0.156. At the original price in the video—\$9.49 for 32
4 ounces—it would be \$0.297 per ounce, or almost twice the price of the comparison
5 mayonnaise.

6 44. The label and ingredient lists for the Products must identify the
7 ingredients by their common or usual names. See 21 C.F.R. § 101.4(a)(1).

8 45. The labels and ingredient lists for the Products claim that they include
9 avocado oil.

10 46. The Products contain oils that are not consistent with the usual and
11 customary name of avocado oil.

12 47. The Products do not exclusively contain avocado oil.

13 48. The Products do not contain 100% pure avocado oil.

14 49. The Products do not list all of their ingredients.

15 ***Plaintiff’s Experience***

16 50. Plaintiff is a consumer who favors products containing avocado oil to
17 the exclusion of other oils due to its taste profile.

18 51. Plaintiff purchased Defendant’s Classic Mayo several times because of
19 the representation that it contained exclusively avocado oil.

20 52. Plaintiff paid a higher price for the Classic Mayo relative to other
21 similar products because it was supposed to contain exclusively avocado oil.

22 53. After he learned from the UC Davis 2026 Study that the Classic Mayo
23 does not contain pure avocado oil, he cannot trust that the Classic Mayo or any of
24 the Products would exclusively contain avocado oil. If he could be sure that the
25 Products did actually exclusively contain avocado oil, he would purchase them
26 again.

CLASS ACTION ALLEGATIONS

54. This action is brought by Plaintiff, individually and on behalf of all others similarly situated, as a class action pursuant to Fed. R. Civ. P. 23(a), (b)(2), and (b)(3).

55. Plaintiff seeks to represent the following class: all persons in the United States who purchased Chosen Foods' Products (the "Class").

56. Plaintiff also seeks to represent the following subclass: all persons in the State of Maryland who purchased Chosen Foods' Products (the "Subclass").

57. Unless specifically indicated otherwise, all allegations below concerning the Class include and apply equally to the Subclass.

58. Upon completion of discovery with respect to the scope of the Class, Plaintiff reserves the right to amend the Class definition(s).

59. Excluded from this Class are Defendant and its officers, directors, and employees, as well as Defendant's affiliates, parents, and subsidiaries and their respective officers, directors, and employees.

60. The members of the Class are so numerous and dispersed that it would be impracticable to join them individually. The precise number of Class members and their identities are unknown to Plaintiff at this time but can be determined through discovery.

61. Common questions of law and fact exist as to all members of each Class and predominate over any questions affecting solely individual members of the Class. Among the questions of law and fact common to one or more of the Class or Subclass are:

- i. Whether Defendant represented that the Products contained avocado oil;
- ii. Whether the Products contained avocado oil;
- iii. Whether Defendant represented that the Products did not contain oils other than avocado oil, such as seed oils;

iv. Whether the Products contained oils other than avocado oil, such as seed oils;

v. Whether Defendant failed to disclose that the Products contained oils other than avocado oil, such as seed oils;

vi. Whether Defendant's conduct violates the California Unfair Competition Law;

vii. Whether Defendant's conduct violates the California Consumer Legal Remedies Act;

viii. Whether Defendant's conduct violates the Maryland Consumer Protection Act;

ix. Whether Defendant's wrongful conduct caused Plaintiff and the Class members damages;

x. The measure and amount of damages suffered by Plaintiff, and members of the Class;

xi. Whether Defendant's conduct caused it to be unjustly enriched;

xii. The amount of restitution to which Plaintiff, and members of the Classes are entitled;

xiii. Whether Plaintiff and members of the Class are entitled to punitive damages;

xiv. Whether Plaintiff and members of the Class are entitled to equitable relief, injunctive relief, and/or specific performance;

xv. Whether Plaintiff and members of the Class are entitled to a reasonable award of attorney fees, interest, and costs of suit.

62. Plaintiff's claims are typical of the claims of the members of each of the Classes he seeks to represent because they were all purchasers of the Products.

63. Plaintiff will fairly and adequately protect the interests of members of the Class and Subclass and has retained counsel competent and experienced in class

1 actions and consumer litigation. Plaintiff has no interests antagonistic to or in
2 conflict with those of any Class members.

3 64. A class action is superior to other available methods for the fair and
4 efficient adjudication of the controversy since joinder of all members of the Class is
5 impracticable. Furthermore, because the damages suffered by individual Class
6 members may be relatively small, the expense and burden of individual litigation
7 make it impossible for the members of the Class individually to redress the wrongs
8 done to them. There will be no difficulty in the management of this action as a class
9 action.

10 65. Defendant has acted on grounds that apply generally to the Class, such
11 that final injunctive relief or corresponding declaratory relief is appropriate
12 respecting each Class as a whole.

13 66. Class certification is also appropriate because there is a readily
14 identifiable class and subclass on whose behalf this action can be prosecuted. Class
15 members are readily ascertainable. A notice of pendency or resolution of this class
16 action can be provided to Class members by direct mail, email, publication notice,
17 or other similar means.

18 **CAUSES OF ACTION**

19 **COUNT I**

20 Violations of the California Unfair Competition Law

21 Cal. Bus. & Prof. Code §§ 17200, et seq.

22 *On Behalf of the Class*

23 67. Plaintiff hereby incorporates by reference all allegations made in
24 paragraphs 1 through 66.

25 68. Plaintiff brings this claim individually and on behalf of the members of
26 the Class against Defendant.

27 69. Plaintiff asserts this cause of action against Defendant for unlawful,
28 unfair and fraudulent business practices; and unfair, deceptive, untrue and

1 misleading advertising, as defined by California’s Unfair Competition Law, Cal.
2 Bus. & Prof. Code §§ 17200, et seq. (the “UCL”).

3 70. Defendant’s conduct violates the UCL, as the acts and practices of
4 Defendant constitutes a common and continuing course of conduct by means of
5 “unlawful,” “unfair,” and “fraudulent” business acts or practices within the meaning
6 of the UCL.

7 71. Defendant’s conduct is fraudulent, and thus amounts to unfair
8 competition as set forth in the UCL, in that Defendant offered Products for sale that
9 claimed to have 100% pure avocado oil as an ingredient, did not disclose other oils
10 as an ingredient, and actually had either a mixture of avocado oil and other oils or
11 solely other oils. Such misrepresentations and omissions are likely to deceive, and
12 in fact have deceived, thousands of consumers.

13 72. Defendant’s conduct is unlawful, and thus amounts to unfair
14 competition as set forth in the UCL, in that it violates, among other things, California
15 Civil Code §§ 1572, 1709 and 1710, as well as California Business & Professions
16 Code § 17500. The Products’ labels also violate the federal requirements for
17 labeling ingredients by their common or usual names. *See* 21 C.F.R. § 101.4.

18 73. Defendant’s conduct is unfair, and thus amounts to unfair competition
19 as set forth in the UCL, because its utility to Defendant, if any, is greatly outweighed
20 by the harm it causes to Plaintiff and members of the Class; because it violates
21 established public policy as alleged herein; and because it is immoral, unethical,
22 oppressive, unscrupulous and substantially injurious to Plaintiff and Class members
23 who purchased the Products—which are meant to be eaten—without knowing what
24 was inside.

25 74. As described above, Defendant willfully deceived Plaintiff and Class
26 members by misrepresenting the goods it provided and with the intent to induce them
27 to alter their positions to their injury. Defendant’s representations were untrue and
28 misleading, and Defendant knew, or by exercising reasonable care should have

1 known, such representations were untrue and misleading. Defendant knowingly
2 received and retained wrongful benefits and funds from Plaintiff and members of the
3 Class. Therefore, the Defendant acted with conscious disregard for the rights of
4 Plaintiff and members of the Class.

5 75. As a direct and proximate cause of Defendant's violations of the UCL,
6 Plaintiff and members of the Class suffered an injury in fact and have suffered
7 monetary harm. Defendant, on the other hand, has been unjustly enriched. The Court
8 should impose a constructive trust and should require Defendant to make restitution
9 to Plaintiffs and the Class and/or disgorge its ill-gotten profits pursuant to Business
10 & Professions Code § 17203.

11 76. Plaintiff and the Class seek equitable relief because they have no other
12 adequate remedy at law. Legal remedies available to Plaintiff and the Class are
13 inadequate because they are not equally prompt and certain and in other ways as
14 efficient as equitable relief. Damages are not equally certain as restitution because
15 the standard that governs restitution is different from the standard that governs
16 damages. Hence, the Court may award restitution even if it determines that Plaintiffs
17 and Class members failed to sufficiently adduce evidence to support an award of
18 damages. Damages and restitution are not necessarily the same amount. Unlike
19 damages, restitution is not limited to the amount of money the defendant wrongfully
20 acquired plus the legal rate of interest. Equitable relief, including restitution, entitles
21 a plaintiff to recover all profits from the wrongdoing, even where the original funds
22 taken have grown far greater than the legal rate of interest would recognize. Legal
23 claims for damages are not equally certain as restitution because claims under the
24 statutes herein entail few elements. In short, significant differences in proof and
25 certainty establish that any potential legal claim cannot serve as an adequate remedy
26 at law. Due to these differences in proof and certainty, equitable relief is appropriate
27 because Plaintiff may lack an adequate remedy at law for damages. Even if legal
28

1 remedies may be available, Plaintiff seeks equitable remedies in the alternative to
2 legal remedies, which are as of yet uncertain.

3 77. Defendant's unlawful, unfair, and fraudulent business practices, as
4 described herein, present a continuing threat to Plaintiff and the Class in that the
5 Defendant continues to sell the Products with inaccurate labels. Legal remedies
6 available to Plaintiff and Class members are inadequate because they do not address
7 likely future harms. Plaintiff further seeks an order enjoining Defendant from
8 engaging in any unlawful or inequitable acts and practices as alleged herein.

9 78. Plaintiff and the Class seek equitable relief because they have no other
10 adequate remedy at law.

11 **COUNT II**

12 **Violations of the California Consumer Legal Remedies Act**

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

14 *On Behalf of the Class*

15 79. Plaintiff hereby incorporates by reference all allegations made in
16 paragraphs 1 through 66.

17 80. Plaintiff brings this claim individually and on behalf of the members of
18 the Class against Defendant.

19 81. The conduct of Defendant alleged above constitutes an unfair method
20 of competition and unfair or deceptive act or practice in violation of the Consumers
21 Legal Remedies Act, Cal. Civ. Code § 1750, et seq. ("CLRA").

22 82. Defendant is a person as defined by Cal. Civ. Code § 1761(c).

23 83. Plaintiff and Class members are consumers as defined by Cal. Civ.
24 Code § 1761(d).

25 84. Chosen Foods' Products, described above, constitute goods as defined
26 by Cal. Civ. Code § 1761(a).

27 85. Plaintiff's purchases were transactions under Cal. Civ. Code § 1761(e).

28

1 86. The CLRA prohibits “unfair or deceptive acts or practices undertaken
2 by any person in a transaction intended to result or that results in the sale . . . of
3 goods or services to any consumer,” which, among other instances enumerated in
4 the CLRA, include: “Representing that goods or services have sponsorship,
5 approval, characteristics, ingredients, uses, benefits, or quantities that they do not
6 have” (§ 1770(a)(5)); or “Advertising goods or services with intent not to sell
7 them as advertised” (§ 1770(a)(9)); or “Representing that the subject of a transaction
8 has been supplied in accordance with a previous representation when it has not”
9 (§ 1770(a)(16)).

10 87. Defendant violated Cal. Civ. Code § 1770(a)(5) by misrepresenting the
11 characteristics and ingredients of the Products.

12 88. Defendant violated Cal. Civ. Code § 1770(a)(9) by falsely advertising
13 the Products as having avocado oil, of not having other oils, and failing to disclose
14 the presence of other oils.

15 89. Defendant violated Cal. Civ. Code § 1770(a)(16) by representing that
16 it would provide Products that contained avocado oil and not seed oils and it did not.

17 90. The representations and omissions set forth above are of material facts
18 that a reasonable person would have considered important in deciding whether to
19 purchase Defendant’s goods and services. Plaintiff and Class members justifiably
20 acted or relied upon Defendant’s misrepresentations and omissions to their
21 detriment.

22 91. Plaintiff and the other members of the Class have been, and continue to
23 be, injured as a direct and proximate result of Defendant’s violations of the CLRA.

24 92. Plaintiff is entitled to pursue a claim against Defendant on behalf of the
25 Class to enjoin Defendant from continuing its unfair or deceptive acts or practices
26 under Cal. Civ. Code § 1780(a) and § 1781, as well as to pursue costs and attorneys’
27 fees under § 1780(e).

28

93. Pursuant to Cal. Civ. Code § 1782, Plaintiff is serving on Defendants a CLRA notice letter. If Defendant fails to rectify these issues within the time period specified therein, Plaintiff will amend this Complaint, as permitted thereby, to assert claims for additional relief, including damages and punitive damages pursuant to Cal. Civ. Code § 3294.

COUNT III

Breach of Maryland Consumer Protection Act

On Behalf of the Subclass

94. Plaintiff hereby incorporates by reference all allegations made in paragraphs 1 through 66.

95. Plaintiff brings this claim individually and on behalf of the members of the Subclass against Chosen Foods.

96. The conduct of Defendant alleged above constitutes an unfair method of competition and unfair or deceptive act or practice in violation of the Maryland Consumer Protection Act, MD Commercial Law Code § 13 (“MCPA”).

97. Defendant is a person as defined by Md. Code Ann., Com. Law § 13-101(h).

98. Plaintiff and Subclass members are consumers as defined by Md. Code Ann., Com. Law § 13-101(2).

99. The MCPA prohibits “Unfair, abusive, or deceptive trade practices,” including “False, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers” (§ 13-301(1)); a “Representation that: Consumer goods . . . have a . . . characteristic, ingredient, use, benefit, or quantity which they do not have” (§ 13-301(2)); and “Failure to state a material fact if the failure deceives or tends to deceive” (§ 13-301(3)).

100. Defendant violated § 13-301(1) by making misleading statements about the Products.

101. Defendant violated § 13-301(2) by misrepresenting the characteristics and ingredients of the Products.

102. Defendant violated § 13-301(3) by failing to properly describe the Products.

103. The representations and omissions set forth above are of material facts that a reasonable person would have considered important in deciding whether to purchase Defendant's goods. Plaintiff and Subclass members justifiably acted or relied upon Defendant's misrepresentations and omissions to their detriment.

104. Plaintiff and the other members of the Subclass have been, and continue to be, injured as a direct and proximate result of Defendant's violations of the MCPA.

105. Plaintiff and the other members of the Subclass are entitled to recover their damages and reasonable attorney's fees from Defendant pursuant to § 13-408.

COUNT IV

Breach of Contract

On Behalf of the Class

106. Plaintiff hereby incorporates by reference all allegations made in paragraphs 1 through 66.

107. Plaintiff brings this claim individually and on behalf of the members of the Class.

108. As alleged above, Defendant promised to sell its Products with pure avocado oil and not other oils.

109. Plaintiff and the Class members purchased the Products pursuant to that promise.

110. Defendant breached its contract with Plaintiff and Class members by failing to providing Products with pure avocado oil and instead providing products that contained other oil.

111. Plaintiffs and the other members of the Class were injured and suffered damages as a direct and proximate result of Defendant's breach of contract.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on his own behalf and on behalf of the Class and Subclass, requests that the Court award the following relief:

112. Certify this action as a class action, appoint Plaintiff as the Class representative, and designate the undersigned as Class counsel;

113. Declare Defendant's conduct unlawful;

114. Enjoin Defendant from the unlawful conduct alleged herein;

115. Award Plaintiff and the Classes damages under common law and/or by statute, including treble and/or punitive damages;

116. Award Plaintiff and the Classes restitution and/or disgorgement;

117. Award Plaintiff attorneys' fees, costs, and pre-judgment and post-judgment interest; and

118. Grant such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial as to all issues so triable in the present action.

DATED: August 12, 2026

Respectfully submitted,

By: /s/ Philip M. Black

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