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CV 15 6482

GERSHON, J.

REYES, M.J.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

DESTA TJOKRONOLO, LYNN MOORE and JOHN DOES 1-100, *on behalf of themselves and others similarly situated,*

Plaintiffs,

v.

MONSTER BEVERAGE CORPORATION and HANSEN BEVERAGE COMPANY,

Defendants.

Case No.:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs, DESTA TJOKRONOLO, LYNN MOORE and JOHN DOES 1-100 (collectively, "Plaintiffs"), on behalf of themselves and others similarly situated, by and through their undersigned attorneys, hereby file this Class Action Complaint against Defendants, MONSTER BEVERAGE CORPORATION and HANSEN BEVERAGE COMPANY (hereinafter, the "Defendants") and state as follows based upon their own personal knowledge and the investigation of their counsel:

NATURE OF THE ACTION

1. In today's increasingly health-conscious society, consumers are more motivated to seek out products with health benefits. As a result, consumers rely more than ever on accurate

information when it comes to making smart food choices. When it comes to packaged foods, consumers rely on standards promulgated by federal and state laws to ensure that these labels are accurate and not misleading.

2. Manufacturers are fully conscious of this trend, and have moved to market their products in a way to capitalize on demand for healthy options. Some manufacturers have intentionally mislabeled products in an effort to profit from the desire for healthy goods. As a result, federal and state regulations have been enacted which place a greater requirement on specificity and accuracy when manufacturers make various claims about their products.

3. Against this backdrop, Defendants engaged in and continue to engage in a widespread, uniform marketing campaign using the product packaging, official website https://www.hubertslemonade.com/ and various forms of social media to mislead consumers about the naturalness of their Hubert's® Lemonade Products (defined in Paragraph 4 below). Defendants' packaging propagates unsubstantiated "All Natural" claims for their Hubert's® Lemonade Products. Defendants have sold misbranded products using misleading advertising to thousands of consumers who relied on Defendants' advertising and were injured as a result.

4. Defendants' Hubert's® Lemonade Products are flavored lemonade products regularly sold in stores such as Duane Reade and 7-Eleven within the United States. Defendants sells the following misbranded products, depicted in **EXHIBIT A** (herein, the "Products"):

(i) Hubert's® Lemonade (Blackberry Lemonade)
(ii) Hubert's® Lemonade (Cherry Limeade)
(iii) Hubert's® Lemonade (Original Lemonade)
(iv) Hubert's® Lemonade (Mango Lemonade)
(v) Hubert's® Lemonade (Peach Lemonade)
(vi) Hubert's® Lemonade (Raspberry Lemonade)
(vii) Hubert's® Lemonade (Strawberry Lemonade)
(viii) Hubert's® Lemonade (Watermelon Habanero Lemonade)
(ix) Hubert's® Lemonade (Watermelon Lemonade)
(x) Hubert's® Half & Half (Black Tea)

(xi) Hubert's® Half & Half (Green Tea)
(xii) Hubert's® Half & Half (Peach)
(xiii) Hubert's® Half & Half (Raspberry)
(collectively, "Products").

Such Products are detailed under **EXHIBIT A**.

5. This case is about the deceptive manner in which the Defendants labeled, packaged and marketed their Products to the general public during the Class Period. Defendants' promotion of the Products is deceptive because it builds upon the fiction that the Products are completely natural when they are not.

6. Defendants' "All Natural" claims are deceptive. The term "All Natural" only applies to those products that contain no non-natural or synthetic ingredients and consist entirely of ingredients that are only minimally processed. The Defendants, however, deceptively labeled Products as "All Natural," even though they contain synthetic ingredients such as ascorbic acid (Vitamin C) and citric acid, neither of which is extracted from citric fruits but industrially synthesized via complex chemical synthetic routes and thus cannot be considered "minimally processed."[2]

7. By marketing the Products as having "All Natural," Defendants wrongfully capitalized on and reaped enormous profits from consumers' strong preference for food products made entirely of natural ingredients.

8. Plaintiffs bring this proposed consumer class action on behalf of themselves and all other persons nationwide, who, from the applicable limitations period up to and including the present ("Class Period"), purchased for consumption and not resale any of Defendants' Products.

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[3] *See, e.g.*, Belén Max, et al., *Biotechnological production of citric acid*, BRAZILIAN JOURNAL OF MICROBIOLOGY, 41.4 São Paulo (Oct./Dec. 2010).

9. Defendants violated statutes enacted in each of the fifty states and the District of Columbia that are designed to protect consumers against unfair, deceptive, fraudulent and unconscionable trade and business practices and false advertising. These statutes are:

1) Alabama Deceptive Trade Practices Act, Ala. Statues Ann. §§ 8-19-1, *et seq.;*
2) Alaska Unfair Trade Practices and Consumer Protection Act, Ak. Code § 45.50.471, *et seq.;*
3) Arizona Consumer Fraud Act, Arizona Revised Statutes, §§ 44-1521, *et seq.;*
4) Arkansas Deceptive Trade Practices Act, Ark. Code § 4-88-101, *et seq.;*
5) California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.,* and California's Unfair Competition Law, Cal. Bus. & Prof Code § 17200, *et seq.;*
6) Colorado Consumer Protection Act, Colo. Rev. Stat. § 6 - 1-101, *et seq.;*
7) Connecticut Unfair Trade Practices Act, Conn. Gen. Stat § 42-110a, *et seq.;*
8) Delaware Deceptive Trade Practices Act, 6 Del. Code § 2511, *et seq.;*
9) District of Columbia Consumer Protection Procedures Act, D.C. Code § 28 3901, *et seq.;*
10) Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann. § 501.201, *et seq.;*
11) Georgia Fair Business Practices Act, § 10-1-390 *et seq.;*
12) Hawaii Unfair and Deceptive Practices Act, Hawaii Revised Statues § 480 1, *et seq.,* and Hawaii Uniform Deceptive Trade Practices Act, Hawaii Revised Statutes § 481A-1, *et seq.;*
13) Idaho Consumer Protection Act, Idaho Code § 48-601, *et seq.;*
14) Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS § 505/1, *et seq.;*
15) Indiana Deceptive Consumer Sales Act, Indiana Code Ann. §§ 24-5-0.5-0.1, *et seq.;*
16) Iowa Consumer Fraud Act, Iowa Code §§ 714.16, *et seq.;*
17) Kansas Consumer Protection Act, Kan. Stat. Ann §§ 50 626, *et seq.;*
18) Kentucky Consumer Protection Act, Ky. Rev. Stat. Ann. §§ 367.110, *et seq.,* and the Kentucky Unfair Trade Practices Act, Ky. Rev. Stat. Ann §§ 365.020, *et seq.;*
19) Louisiana Unfair Trade Practices and Consumer Protection Law, La. Rev. Stat. Ann. § § 51:1401, *et seq.;*
20) Maine Unfair Trade Practices Act, 5 Me. Rev. Stat. § 205A, *et seq.,* and Maine Uniform Deceptive Trade Practices Act, Me. Rev. Stat. Ann. 10, § 1211, *et seq.,*
21) Maryland Consumer Protection Act, Md. Com. Law Code § 13-101, *et seq.;*
22) Massachusetts Unfair and Deceptive Practices Act, Mass. Gen. Laws ch. 93A;
23) Michigan Consumer Protection Act, § § 445.901, *et seq.;*
24) Minnesota Prevention of Consumer Fraud Act, Minn. Stat §§ 325F.68, *et seq.;* and Minnesota Uniform Deceptive Trade Practices Act, Minn. Stat. § 325D.43, *et seq.;*
25) Mississippi Consumer Protection Act, Miss. Code Ann. §§ 75-24-1, *et seq.;*
26) Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.010, *et seq.;*
27) Montana Unfair Trade Practices and Consumer Protection Act, Mont. Code §30-14-101, *et seq.;*
28) Nebraska Consumer Protection Act, Neb. Rev. Stat. § 59 1601, *et seq.,* and the Nebraska Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-301, *et seq.;*
29) Nevada Trade Regulation and Practices Act, Nev. Rev. Stat. §§ 598.0903, *et seq.;*
30) New Hampshire Consumer Protection Act, N.H. Rev. Stat. § 358-A:1, *et seq. ;*
31) New Jersey Consumer Fraud Act, N.J. Stat. Ann. §§ 56:8 *1, et seq.;*
32) New Mexico Unfair Practices Act, N.M. Stat. Ann. §§ 57 12 *1, et seq.;*
33) New York Deceptive Acts and Practices Act, N.Y. Gen. Bus. Law §§ 349, *et seq.;*

34) North Dakota Consumer Fraud Act, N.D. Cent. Code §§ 51 15 01, *et seq.;*
35) North Carolina Unfair and Deceptive Trade Practices Act, North Carolina General Statutes §§ 75-1, *et seq.;*
36) Ohio Deceptive Trade Practices Act, Ohio Rev. Code. Ann. §§ 4165.01. *et seq.;*
37) Oklahoma Consumer Protection Act, Okla. Stat. 15 § 751, *et seq.;*
38) Oregon Unfair Trade Practices Act, Rev. Stat § 646.605, *et seq.;*
39) Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 Penn. Stat. Ann. § § 201-1, *et seq.;*
40) Rhode Island Unfair Trade Practices And Consumer Protection Act, R.I. Gen. Laws § 6-13.1-1, *et seq.;*
41) South Carolina Unfair Trade Practices Act, S.C. Code Laws § 39-5-10, *et seq.;*
42) South Dakota's Deceptive Trade Practices and Consumer Protection Law, S.D. Codified Laws §§ 37 24 *1, et seq.;*
43) Tennessee Trade Practices Act, Tennessee Code Annotated §§ 47-25-101, *et seq.;*
44) Texas Stat. Ann. §§ 17.41, *et seq.,* Texas Deceptive Trade Practices Act, *et seq.*
45) ;
46) Utah Unfair Practices Act, Utah Code Ann. §§ 13-5-1, *et seq.;*
47) Vermont Consumer Fraud Act, Vt. Stat. Ann. tit.9, § 2451, *et seq.;*
48) Virginia Consumer Protection Act, Virginia Code Ann. §§59.1-196, *et seq.;*
49) Washington Consumer Fraud Act, Wash. Rev, Code § 19.86.010, *et seq.;*
50) West Virginia Consumer Credit and Protection Act, West Virginia Code § 46A-6-101, *et seq.;*
51) Wisconsin Deceptive Trade Practices Act, Wis. Stat. §§ 100. 18, *et seq.;*
52) Wyoming Consumer Protection Act, Wyoming Stat. Ann. §§40-12-101, *et seq.*

10. Defendants marketed their Hubert's® Lemonade Products in a way that is deceptive to consumers under consumer protection laws of all fifty states and the District of Columbia. Defendants have been unjustly enriched as a result of their conduct. For these reasons, Plaintiffs seek the relief set forth herein.

JURISDICTION AND VENUE

11. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332, because this is a class action, as defined by 28 U.S.C § 1332(d)(1)(B), in which a member of the putative class is a citizen of a different state than Defendants, and the amount in controversy exceeds the sum or value of $5,000,000, excluding interest and costs. *See* 28 U.S.C. § 1332(d)(2).

12. The Court has jurisdiction over the federal claims alleged herein pursuant to 28 U.S.C. § 1331 because it arises under the laws of the United States.

13. The Court has jurisdiction over the state law claims because they form part of the same case or controversy under Article III of the United States Constitution.

14. Alternatively, the Court has jurisdiction over all claims alleged herein pursuant to 28 U.S.C § 1332 because the matter in controversy exceeds the sum or value of $75,000 and is between citizens of different states.

15. The Court has personal jurisdiction over Defendants because their Products are advertised, marketed, distributed, and sold throughout New York State; Defendants engaged in the wrongdoing alleged in this Complaint throughout the United States; including in New York State; Defendants are authorized to do business in New York State; and Defendants have sufficient minimum contacts with New York and/or otherwise have intentionally availed themselves of the markets in New York State, rendering the exercise of jurisdiction by the Court permissible under traditional notions of fair play and substantial justice. Moreover, Defendants are engaged in substantial and not isolated activity within New York State.

16. Pursuant to 28 U.S.C. § 1391, this Court is the proper venue for this action because a substantial part of the events, omissions, and acts giving rise to the claims herein occurred in this District. Plaintiff DESTA TJOKRONOLO is a citizen of New York and has purchased the Products from Defendants in this District. Moreover, Defendants distributed, advertised, and sold the Products, which are the subject of the present Complaint, in this District.

PARTIES

Plaintiffs

17. Plaintiff DESTA TJOKRONOLO is, and at all times relevant hereto has been, a citizen of the State of New York and resides in Queens County. During the Class Period, Plaintiff TJOKRONOLO purchased the Hubert's® Lemonade Products for personal

consumption within the State of New York. Specifically within twelve months of filing this complaint, Plaintiff TJOKRONOLO purchased the Hubert's® Lemonade Product in the Blackberry Lemonade flavor for $2.50 (or more) at a deli named Marche Madison. Plaintiff TJOKRONOLO substantially relied on Defendants' "All Natural" claims in deciding to purchase the Product. Plaintiff TJOKRONOLO purchased the Product at a premium price and was financially injured as a result of Defendants' deceptive conduct as alleged herein. Further, should Plaintiff TJOKRONOLO encounter any Hubert's® Lemonade products in the future, he could not rely on the truthfulness of the labels' statements characterizing the nature of the beverages, absent corrective advertising to the beverages. However, Plaintiff TJOKRONOLO would still be willing to purchase the current formulation of Hubert's® Lemonade, absent the price premium, so long as Defendants engage in corrective advertising.

18. Plaintiff LYNN MOORE is, and at all times relevant hereto has been, a citizen of the State of California and resides in San Ramon, California. During the Class Period, Plaintiff MOORE purchased the Hubert's® Lemonade Product for personal consumption within the State of California. Specifically within twelve months of filing this complaint, Plaintiff MOORE purchased the Hubert's® Lemonade Product in the Strawberry Lemonade flavor from a Nob Hill Foods supermarket located in San Ramon for $2.50 (or more) for an individual Product. Plaintiff MOORE substantially relied on Defendants' "All Natural" claims in deciding to purchase the Products. Plaintiff MOORE purchased the Products at a premium price and was financially injured as a result of Defendants' deceptive conduct as alleged herein. Further, should Plaintiff MOORE encounter any Hubert's® Lemonade products in the future, she could not rely on the truthfulness of the labels' statements characterizing the nature of the beverages, absent corrective advertising to the beverages. However, Plaintiff MOORE would still be willing to purchase the

current formulation of Hubert's® Lemonade, absent the price premium, so long as Defendants engage in corrective advertising.

19. Plaintiffs JOHN DOES 1-100 are, and at all times relevant hereto has been, citizens of the any of the fifty states and the District of Columbia. During the Class Period, Plaintiffs JOHN DOES 1-100 purchased the Products for personal consumption or household use within the United States. Plaintiffs purchased the Products at a premium price and were financially injured as a result of Defendants' deceptive conduct as alleged herein.

Defendants

20. Defendant MONSTER BEVERAGE CORPORATION is a corporation organized under the laws of Delaware with headquarters located at 1 Monster Way, Corona, CA 92879 and an address for service of process at the Corporation Service Company, 2711 Centerville Road Suite 400, Wilmington, DE 19808.

21. Defendant HANSEN BEVERAGE COMPANY is a corporation organized under the laws of Delaware with headquarters at 1 Monster Way, Corona, CA 92879 and an address for service of process at the Corporation Service Company, 2711 Centerville Road Suite 400, Wilmington, DE 19808.

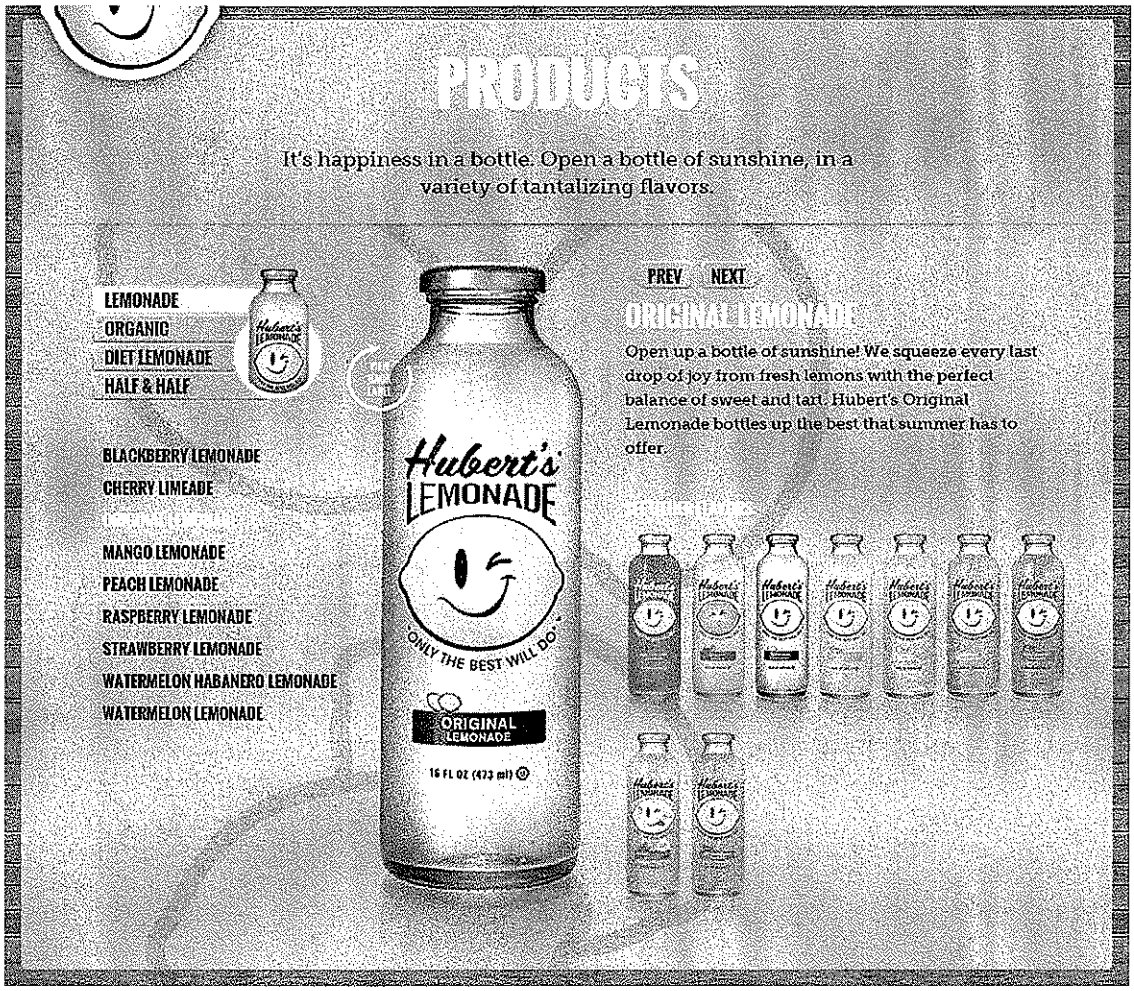
22. Defendants jointly develop, manufacture, distribute, market and sell flavored lemonade products in the United States. The labeling, packaging, and advertising for the Hubert's® Lemonade Products, relied upon by Plaintiffs, were prepared and/or approved by Defendants and their agents, and were disseminated by Defendants and their agents through advertising containing the misrepresentations alleged herein. Such labeling, packaging and advertising were designed to encourage consumers to purchase the Products and reasonably misled the reasonable consumer, i.e. Plaintiffs and the Class, into purchasing the Products.

Defendants owned, manufactured and distributed the Products, and created and/or authorized the unlawful, fraudulent, unfair, misleading and/or deceptive labeling, packaging and advertising for the Products.

FACTUAL ALLEGATIONS

Hubert's® Lemonade Products

23. Defendants market the Hubert's® Lemonade Products under the brand name Hubert's®. The Products are lemonade, limeade and lemonade-tea "Half & Half" products available at supermarket chains, convenience stores and other retail outlets throughout the United States, including but not limited to Duane Reade, 7-Eleven and Fairway.



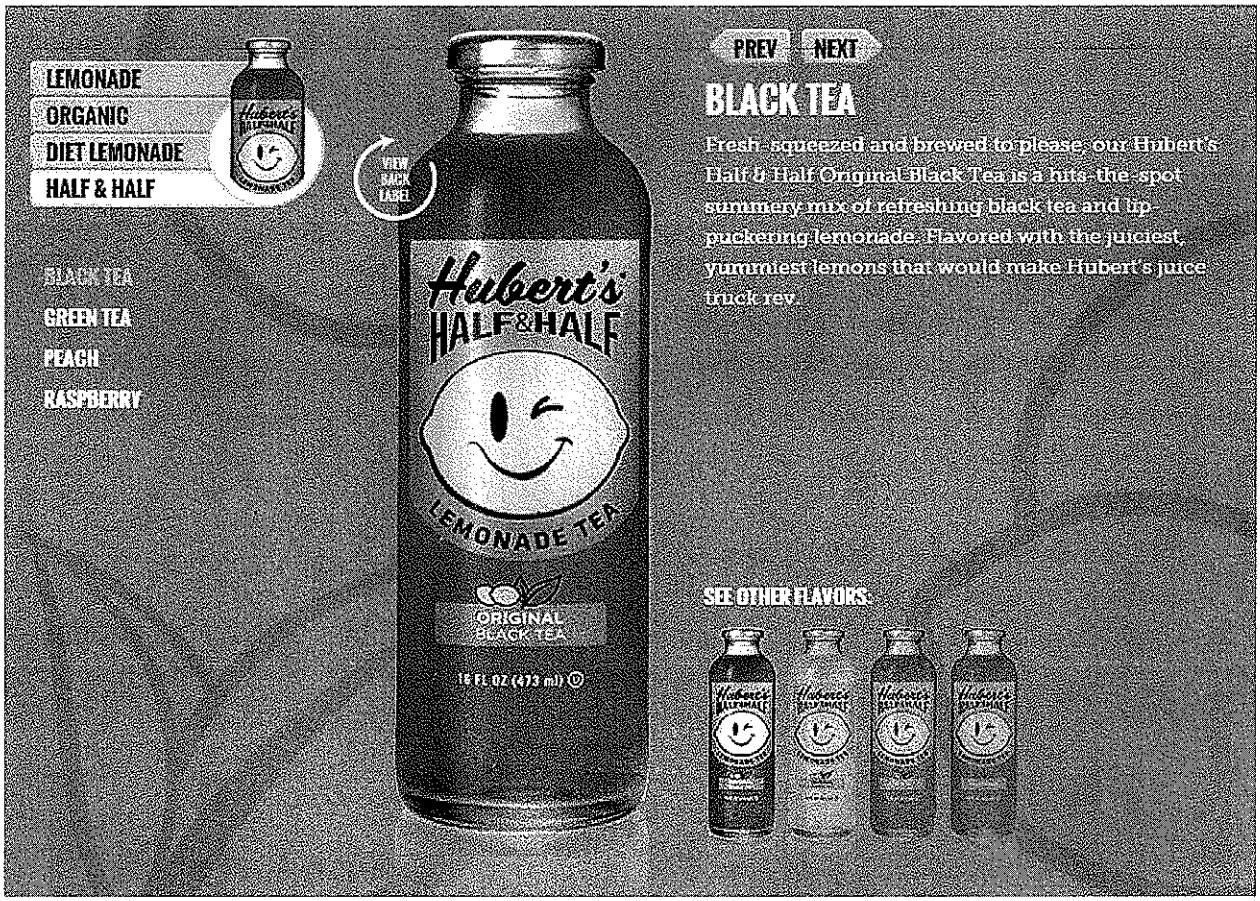


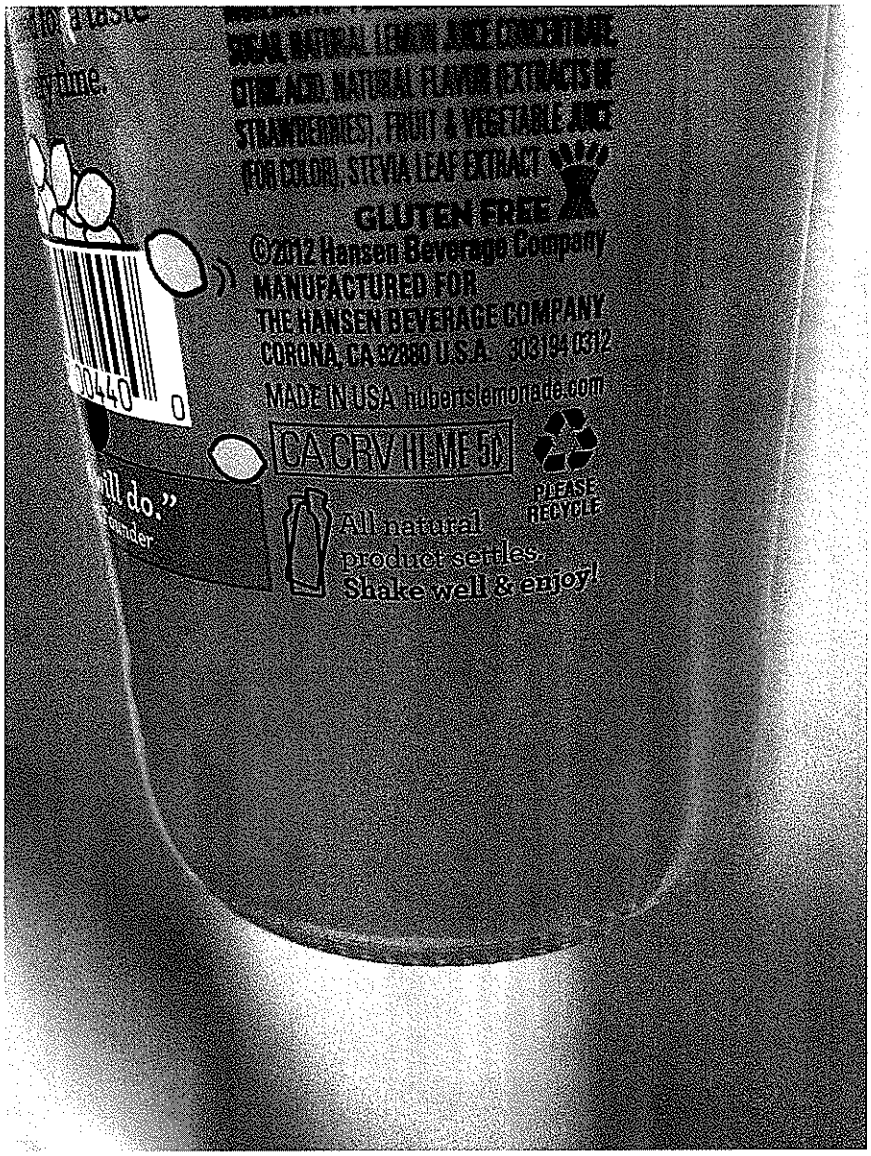
Image available at https://www.hubertslemonade.com/us/en/flavors/.

24. Defendants have consistently conveyed the very specific message to consumers throughout the United States, including Plaintiffs and Class members, that the Products are "All Natural" and have been "All Natural since 1935," implying the Products are made with minimally processed, non-synthetic ingredients expected to belong in a lemonade, such as water, lemon juice and sweetener and leading consumers to believe that the Products are a much healthier, more natural alternative to other lemonade products on the market.

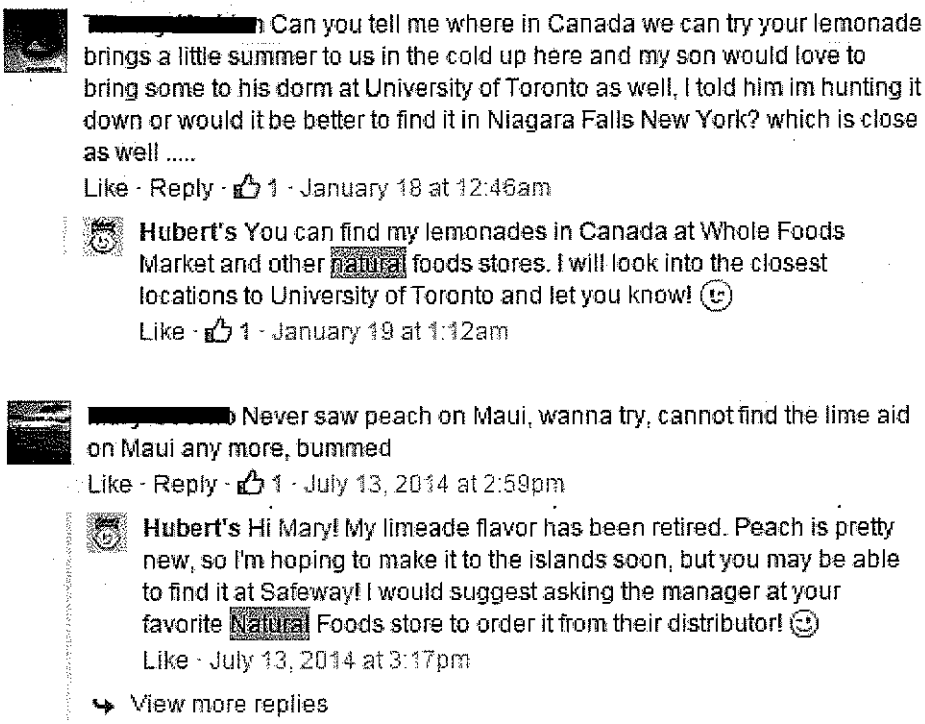
Deceptive Labeling and Advertising

25. Defendants' misleading marketing campaign begins with their deceptive product sticker label, which states that the Product is "All Natural Since 1935," is prominently represented in on the front of the Products beneath the name of the Product flavor:

The "All Natural Since 1935" claim is strategically placed on the labels on the Products beneath the names of the flavors to encourage consumers to purchase the Product. The back labels of the Products also claim that the Products are all natural and therefore have settling:



26. Besides labeling the Products as "All Natural," Defendants conducted an extensive and widespread marketing campaign via the Internet, utilizing savvy social media marketing such as Facebook, Twitter and Instagram, as well as other private blogs, all geared toward promoting the same idea to consumers, including Plaintiffs and Class members, that the Products contain nothing but all natural ingredients. On their Facebook page, for example, the administrator directs people who are trying to locate specific flavors to look for them in natural foods stores:



Defendants' All Natural Claims Violate Identical State and Federal Law

27. Defendants' labeling and advertising of the Products as "All Natural" violate various state and federal laws against misbranding.

28. The federal Food, Drug, and Cosmetic Act (the "FDCA") provides that "[a] food shall be deemed misbranded – (a) (1) its labeling is false or misleading in any particular." 21 U.S.C. § 343 (a)(1).

29. Defendants' "All Natural" claims also violate various state laws against misbranding which mirror federal law. New York, California and other state law broadly prohibit the misbranding of food in language identical to that found in regulations promulgated pursuant to the FDCA, 21 U.S.C. §§ 343 *et seq.*:

> Pursuant to N.Y. Agm. Law § 201, "[f]ood shall be deemed to be misbranded: 1. If its labeling is false or misleading in any particular… ."
> Pursuant to California's Sherman Food, Drug and Cosmetics Law, California Health and Safety Code § 110660, "[a]ny food is misbranded if its labeling is false or misleading in any particular."

30. Under the FDCA, the term "false" has its usual meaning of "untruthful," while the term "misleading" is a term of art. Misbranding reaches not only false claims, but also those claims that might be technically true, although still misleading. If any one representation in the labeling is misleading, the entire food is misbranded. No other statement in the labeling cures a misleading statement. "Misleading" is judged in reference to "the ignorant, the unthinking and the credulous who, when making a purchase, do not stop to analyze." *United States v. El-O-Pathic Pharmacy*, 192 F.2d 62, 75 (9th Cir. 1951). Under the FDCA, it is not necessary to prove that anyone was actually misled.

Definition of Natural

31. The FDA did not intend to and has repeatedly declined to establish a final rule with regard to a definition of the term "All Natural" in the context of food labeling. As such, Plaintiff's state consumer protection law claims are not preempted by federal regulations. See *Jones v. ConAgra Foods, Inc.*, 2012 WL 6569393, *6 (N.D. Cal. Dec. 17, 2012). Additionally, the primary jurisdiction doctrine does not apply "because the FDA has repeatedly declined to adopt formal rule-making that would define the word 'natural.'" *Id.* at p. 8.

32. The "FDA has not developed a definition for use of the term natural or its derivatives," but it has loosely defined the term "All Natural" as a product that "does not contain added color, artificial flavors, or synthetic substances." According to federal regulations, an ingredient is synthetic if it is:

> [a] substance that is formulated or manufactured by a chemical process or by a process that chemically changes a substance extracted from naturally occurring plant, animal, or mineral sources, except that such term shall not apply to substances created by naturally occurring biological processes. 7 C.F.R. §205.2.

33. Although there is not an exact definition of "All Natural" in reference to food, cosmetic or oral care ingredients, there is no reasonable definition of "All Natural" that includes

ingredients that, even if sourced from "nature," are subjected to extensive transformative chemical processing before their inclusion in a product. For example, the National Advertising Division of the Better Business Bureau ("NAD") has found that a "All Natural" ingredient does not include one that, while "literally sourced in nature (as is every chemical substance), . . . is, nevertheless subjected to extensive processing before metamorphosing into the" ingredient that is included in the final product.

Ascorbic Acid and Citric Acid are Not Natural Ingredients

34. Ascorbic acid occurs naturally in certain foods as Vitamin C, or L-ascorbic acid. However, ascorbic acid is produced commercially and used as a food additive. It is considered to be synthetic by federal regulation. 7 C.F.R. §205.605(b). Ascorbic acid used in foods is not naturally-occurring because it is synthetized through a process known as the Reichstein Process. The Reichstein Process uses the following steps: (1) hydrogenation of D-glucose to D-sorbitol, an organic reaction with nickel as a catalyst under high temperature and high pressure; (2) Microbial oxidation or fermentation of sorbitol to L-sorbose with acetobacter at pH 4-6 and 30° C; (3) protection of the 4 hydroxyl groups in sorbose by formation of the acetal with acetone and an acid to Diacetone-L-sorbose (2,3:4,6-Diisopropyliden-α-L-sorbose); (4) Organic oxidation with potassium permanganate followed by heating with water to yield 2-Keto-L-gulonic acid; and (5) a ring-closing step or gamma lactonization with removal of water. In recent years, Chinese chemists have developed a simplification of the Reichstein Process that substitutes biological oxidation using genetically engineered microorganisms for chemical oxidation. This manufacturing process places it outside of a reasonable consumer's definition of "All Natural."

35. Citric acid (2-hydroxy-propane-1,2,3-tricarboxylic acid) is a synthetic, non-natural ingredient. While the chemical's name has the word "citric" in it, citric acid is no longer

extracted from the citrus fruit but industrially manufactured by fermenting certain genetically mutant strains of the black mold fungus, *Aspergillus niger*.[3]

36. A technical evaluation report for the substance citric acid compiled by the United States Department of Agriculture, Agricultural Marketing Service ("USDA AMS") for the National Organic Program classified citric acid as "Synthetic Allowed". *See* **EXHIBIT B**, Page 4. As one of the USDA AMS reviewers commented,

> "[Citric acid] is a natural[ly] occurring substance that commercially goes through numerous chemical processes to get to [its] final usable form. This processing would suggest that it be classified as synthetic." *Id.* at 3.

The report further explains, under the "How Made" question, that citric acid is made –

> "Traditionally by extraction from citrus juice, no longer commercially available. It is now extracted by fermentation of a carbohydrate substrate (often molasses) by citric acid bacteria, *Aspergillus niger* (a mold) or *Candida guilliermondii* (a yeast). Citric acid is recovered from the fermentation broth by a lime and sulfuric acid process in which the citric acid is first precipitated as a calcium salt and then reacidulated with sulfuric acid." *Id.* at 4.

37. Because citric acid is a synthetic acid and cannot be reasonably considered a natural ingredient, Defendants' claim that the Products are "All Natural" is false, deceptive, and misleading, and the Products are misbranded under federal and state law.

38. In the months shortly prior to the filing of this lawsuit but after a demand letter was sent to the Defendants, Defendants started to change the packaging for certain Products. Instead of having an "All Natural" claim on the bottle, Defendants have chosen to eliminate the claim altogether but still keep the "All natural product settles, Shake well & enjoy!" instructions on the back of the labels.

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[3] *See, e.g.*, Belén Max, et al., *Biotechnological production of citric acid*, BRAZILIAN JOURNAL OF MICROBIOLOGY, 41.4 São Paulo (Oct./Dec. 2010).

The Impact of Defendants' Deceptive Conduct

39. By representing the Products as "All Natural," Defendants sought to capitalize on consumers' preference for natural Products and the association between such Products and a wholesome way of life. Consumers are willing to pay more for natural Products because of this association as well as the perceived higher quality, health and safety benefits and low impact on the environment.

40. As a result of Defendants' deception, consumers – including Plaintiffs and members of the proposed Class – have purchased Products that claimed to be "All Natural." Moreover, Plaintiffs and Class members have paid a premium for the Products over other ready-to-drink lemonade products sold on the market.

41. Although Defendants represented that the Products are "All Natural," they failed to also disclose material information about the Products; the fact that they contained unnatural, synthetic, and/or artificial ingredients. This non-disclosure, while at the same time branding the Products "All Natural" was deceptive and likely to mislead a reasonable consumer, including Plaintiffs and Class members.

42. A representation that a product is "All Natural" is material to a reasonable consumer when deciding to purchase a product.

43. Plaintiffs did, and a reasonable consumer would, attach importance to whether Defendants' Products are "misbranded," i.e., not legally salable, or capable of legal possession, and/or contain highly processed ingredients.

44. Plaintiffs did not know, and had no reason to know, that the Products were not "All Natural."

45. Defendants' Product labeling and misleading online and otherwise marketing campaign was a material factor in Plaintiffs' and Class members' decisions to purchase the Products. Relying on Defendants' deceptive and/or misleading Product labeling and other promotional material, Plaintiffs and Class members believed that they were getting Products that and were "All Natural." Had Plaintiffs known the truth about Defendants' Products, they would not have purchased them.

46. Defendants' Product labeling as alleged herein is deceptive and misleading and was designed to increase sales of the Products. Defendants' misrepresentations are part of their systematic Product packaging practice.

47. At the point of sale, Plaintiffs and Class members did not know, and had no reason to know, that the Products were misbranded as set forth herein, and would not have bought the Products had they known the truth about them.

48. Defendants' false and deceptive labeling is misleading and in violation of the FDCA, food labeling laws and consumer protection laws of each of the fifty states and the District of Columbia, and the Products at issue are misbranded as a matter of law. Misbranded products cannot be legally manufactured, advertised, distributed, held or sold in the United States. Plaintiffs and Class members would not have bought the Products had they known they were misbranded and illegal to sell or possess.

49. As a result of Defendants' misrepresentations, Plaintiffs and thousands of others throughout the United States purchased the Products.

50. Plaintiffs and the Class (defined below) have been damaged by Defendants' deceptive and unfair conduct in that they purchased Products with false and deceptive labeling and paid premium prices they otherwise would not have paid over other comparable products

that did not claim to contain to be "All Natural." The following table indicates that the Products are sold at a premium price over other brand name flavored lemonade products:

Product	Brand	Price	Retailer
Hubert's Lemonade - Blackberry Flavor (12 bottles)	Hubert's Lemonade	$32.37/12 bottles = $2.69/bottle	Walmart.com
Raspberry Lemonade (12 bottles)	Langers Juice	$14.03/12 bottles = $1.17/bottle	Amazon.com
Sparklers Strawberry Lemonade (12 bottles)	Skinnygirl (Arizona)	$12.00/12 bottles = $1.00/bottle	Drinkarizona.com

Plaintiffs Were Injured as a Result of Defendants' Misleading and Deceptive Conduct

51. Defendants' labeling as alleged herein is false and misleading and was designed to increase sales of the Products at issue. Defendants' misrepresentations are part of their systematic labeling practice.

52. Plaintiffs and Class members were exposed to Defendants' labeling, packaging, as well as extensive marketing campaign of the Products, including misrepresentations made via social media as stated herein. At the time of purchase, Plaintiffs and Class members read the labels on Defendants' Products, including labels which represented that the Products were "All Natural."

53. Defendants' labeling claims were a material factor in Plaintiffs and Class members' decisions to purchase the Products. Based on Defendants' claims, Plaintiffs and Class members believed that the Products were a better and healthier choice than other available tea products.

54. Plaintiffs and Class members did not know that the Products were not "All Natural." Plaintiffs and Class members would not have bought the purchased Products had they

known that the Products contain ascorbic acid and/or citric acid which are highly processed, industrially produced and often used as preservatives.

55. Plaintiffs and Class members were exposed to these misrepresentations prior to purchase and relied on them. As a result of such reliance, Plaintiffs and Class members deemed the Products to be more preferable to other products which do not claim to be "All Natural." Plaintiffs and Class members would not have bought the Products had they not been misled by Defendants' misrepresentations into believing that the Products were better and healthier than they were.

56. At the point of sale, Plaintiffs and Class members did not know, and had not reason to know, that Defendants' Products were misbranded as set forth herein, and would not have bought the Products had they known the truth about them.

57. As a result of Defendants' misrepresentations, Plaintiffs and thousands of others throughout the United States purchased the Products.

58. Defendants' labeling, advertising, and marketing as alleged herein is false and misleading and designed to increase sales of the Products. Defendants' misrepresentations are a part of an extensive labeling, advertising and marketing campaign, and a reasonable person would attach important to Defendants' representations in determining whether to purchase the Products at issue. Plaintiffs and Class members would not have purchased Defendants' misbranded Products had they known they were misbranded.

59. Plaintiffs and the Class (defined below) have been damaged by Defendants' deceptive and unfair conduct in that they purchased Products with false and deceptive labeling and paid premium prices they otherwise would not have paid over other comparable products that did not claim to be "All Natural."

CLASS ACTION ALLEGATIONS

The Nationwide Class

60. Plaintiffs bring this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of the following class (the "Class):

> All persons or entities in the United States who made retail purchases of the Products during the applicable limitations period, and/or such subclasses as the Court may deem appropriate.

The New York Class

61. Plaintiff TJOKRONOLO seeks to represent a class consisting of the following subclass (the "New York Class"):

> All New York residents who made retail purchases of the Products during the applicable limitations period, and/or such subclasses as the Court may deem appropriate.

The California Class

62. Plaintiff MOORE seeks to represent a class consisting of the following subclass (the "California Class"):

> All California residents who made retail purchases of the Products during the applicable limitations period, and/or such subclasses as the Court may deem appropriate.

The proposed Classes exclude current and former officers and directors of Defendants, members of the immediate families of the officers and directors of Defendants, Defendants' legal representatives, heirs, successors, assigns, and any entity in which it has or has had a controlling interest, and the judicial officer to whom this lawsuit is assigned.

63. Plaintiffs reserve the right to revise the Class definition based on facts learned in the course of litigating this matter.

64. This action is proper for class treatment under Rules 23(b)(1)(B) and 23(b)(3) of the Federal Rules of Civil Procedure. While the exact number and identities of other Class members are unknown to Plaintiffs at this time, Plaintiffs are informed and believe that there are thousands of Class members. Thus, the Class is so numerous that individual joinder of all Class members is impracticable.

65. Questions of law and fact arise from Defendants' conduct described herein. Such questions are common to all Class members and predominate over any questions affecting only individual Class members and include:

a. whether labeling "All Natural" on Products containing one or more highly processed ingredients, including ascorbic acid and/or citric acid, was false and misleading;

b. whether Defendants engaged in a marketing practice intended to deceive consumers by labeling Products as "All Natural," even though such Products contained one or more highly processed ingredients, including ascorbic acid and/or citric acid;

c. whether Defendants deprived Plaintiffs and the Class of the benefit of the bargain because the Products purchased were different than what Defendants warranted;

d. whether Defendants deprived Plaintiffs and the Class of the benefit of the bargain because the Products they purchased had less value than what was represented by Defendants;

e. whether Defendants caused Plaintiffs and the Class to purchase a substance that was other than what was represented by Defendants;

f. whether Defendants caused Plaintiffs and the Class to purchase Products that were artificial, synthetic, or otherwise unnatural;

g. whether Defendants have been unjustly enriched at the expense of Plaintiffs and other Class members by their misconduct;

h. whether Defendants must disgorge any and all profits they have made as a result of their misconduct; and

i. whether Defendants should be enjoined from marketing the Products as "All Natural."

66. Plaintiffs' claims are typical of those of the Class members because Plaintiffs and the other Class members sustained damages arising out of the same wrongful conduct, as detailed herein. Plaintiffs purchased Defendants' Products and sustained similar injuries arising out of Defendants' conduct in violation of New York State law. Defendants' unlawful, unfair and fraudulent actions concern the same business practices described herein irrespective of where they occurred or were experienced. The injuries of the Class were caused directly by Defendants' wrongful misconduct. In addition, the factual underpinning of Defendants' misconduct is common to all Class members and represents a common thread of misconduct resulting in injury to all members of the Class. Plaintiffs' claims arise from the same practices and course of conduct that give rise to the claims of the members of the Class and are based on the same legal theories.

67. Plaintiffs will fairly and adequately represent and pursue the interests of the Class and have retained competent counsel experienced in prosecuting nationwide class actions. Plaintiffs understand the nature of their claims herein, have no disqualifying conditions, and will vigorously represent the interests of the Class. Neither Plaintiffs nor Plaintiffs' counsel have

any interests that conflict with or are antagonistic to the interests of the Class. Plaintiffs have retained highly competent and experienced class action attorneys to represent their interests and those of the Class. Plaintiffs and Plaintiffs' counsel have the necessary financial resources to adequately and vigorously litigate this class action, and Plaintiffs and counsel are aware of their fiduciary responsibilities to the Class and will diligently discharge those duties by vigorously seeking the maximum possible recovery for the Class.

68. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The damages suffered by any individual class member are too small to make it economically feasible for an individual class member to prosecute a separate action, and it is desirable for judicial efficiency to concentrate the litigation of the claims in this forum. Furthermore, the adjudication of this controversy through a class action will avoid the potentially inconsistent and conflicting adjudications of the claims asserted herein. There will be no difficulty in the management of this action as a class action.

69. The prerequisites to maintaining a class action for injunctive relief or equitable relief pursuant to Rule 23(b)(2) are met, as Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or equitable relief with respect to the Class as a whole.

70. The prerequisites to maintaining a class action for injunctive relief or equitable relief pursuant to Rule 23(b)(3) are met, as questions of law or fact common to the Class predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

71. The prosecution of separate actions by members of the Class would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for Defendants.

Additionally, individual actions may be dispositive of the interest of all members of the Class, although certain Class members are not parties to such actions.

72. Defendants' conduct is generally applicable to the Class as a whole and Plaintiffs seek, *inter alia*, equitable remedies with respect to the Class as a whole. As such, Defendants' systematic policies and practices make declaratory relief with respect to the Class as a whole appropriate.

CAUSES OF ACTION

COUNT I

INJUNCTION FOR VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW § 349 (DECEPTIVE AND UNFAIR TRADE PRACTICES ACT)

73. Plaintiff TJOKRONOLO realleges and incorporates herein by reference the allegations contained in all preceding paragraphs, and further alleges as follows:

74. Plaintiff TJOKRONOLO brings this claim on behalf of himself and the other members of the Class for an injunction for violations of New York's Deceptive Acts or Practices Law, General Business Law § 349 ("NY GBL").

75. NY GBL § 349 provides that "deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state are . . . unlawful."

76. Under the § 349, it is not necessary to prove justifiable reliance. ("To the extent that the Appellate Division order imposed a reliance requirement on General Business Law [§] 349 … claims, it was error. Justifiable reliance by the plaintiff is not an element of the statutory claim." *Koch v. Acker, Merrall & Condit Co.*, 18 N.Y.3d 940, 941 (N.Y. App. Div. 2012) (internal citations omitted)).

77. Any person who has been injured by reason of any violation of the NY GBL may bring an action in their own name to enjoin such unlawful act or practice, an action to recover

their actual damages or fifty dollars, whichever is greater, or both such actions. The court may, in its discretion, increase the award of damages to an amount not to exceed three times the actual damages up to one thousand dollars, if the court finds the Defendants willfully or knowingly violated this section. The court may award reasonable attorney's fees to a prevailing plaintiff.

78. The practices employed by Defendants, whereby Defendants labeled, packaged, and marketed their Products as "All Natural" were unfair, deceptive, and misleading and are in violation of the NY GBL § 349.

79. The foregoing deceptive acts and practices were directed at customers.

80. Defendants should be enjoined from labeling their Products as "All Natural," as described above pursuant to NY GBL § 349.

81. Plaintiff TJOKRONOLO, on behalf of himself and all others similarly situated, respectfully demands a judgment enjoining Defendants' conduct, awarding costs of this proceeding and attorneys' fees, as provided by NY GBL, and such other relief as this Court deems just and proper.

COUNT II

VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW § 349 (DECEPTIVE AND UNFAIR TRADE PRACTICES ACT)

82. Plaintiff TJOKRONOLO realleges and incorporates herein by reference the allegations contained in all preceding paragraphs, and further alleges as follows:

83. Plaintiff TJOKRONOLO brings this claim on behalf of himself and the other members of the Class for violations of NY GBL § 349.

84. By the acts and conduct alleged herein, Defendants committed unfair or deceptive acts and practices by misbranding their Products as "All Natural. "

85. The practices employed by Defendants, whereby Defendants advertised, promoted, and marketed that their Products are "All Natural" were unfair, deceptive, and misleading and are in violation of NY GBL § 349.

86. The foregoing deceptive acts and practices were directed at consumers.

87. Plaintiffs and the other Class members suffered a loss as a result of Defendants' deceptive and unfair trade acts. Specifically, as a result of Defendants' deceptive and unfair trade acts and practices, Plaintiffs and the other Class members suffered monetary losses associated with the purchase of Products, *i.e.*, the purchase price of the Product and/or the premium paid by Plaintiffs and the Class for said Products.

COUNT III

VIOLATIONS OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT, Cal. Civ. Code § 1750, *et seq.*

88. Plaintiff MOORE realleges and incorporates herein by reference the allegations contained in all preceding paragraphs, and further alleges as follows:

89. Plaintiff MOORE brings this claim individually and on behalf of the other members of the California Class for Defendants' violations of California's Consumer Legal Remedies Act ("CLRA"), Cal. Civ. Code § 1761(d).

90. Plaintiff MOORE and California Class members are consumers who purchased the Products for personal, family or household purposes. Plaintiff MOORE and the California Class members are "consumers" as that term is defined by the CLRA in Cal. Civ. Code § 1761(d). Plaintiff MOORE and the California Class members are not sophisticated experts with independent knowledge of corporate branding, labeling and packaging practices.

91. Products that Plaintiff MOORE and other California Class members purchased from Defendants were "goods" within the meaning of Cal. Civ. Code § 1761(a).

92. Defendants' actions, representations, and conduct have violated, and continue to violate the CLRA, because they extend to transactions that intended to result, or which have resulted in, the sale of goods to consumers.

93. Defendants violated federal and California law because Defendants' representations in labeling, advertising, and marketing their Products as "All Natural" were unfair, deceptive, and misleading.

94. California's Consumers Legal Remedies Act, Cal. Civ. Code § 1770(a)(5), prohibits "[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or she does not have." By engaging in the conduct set forth herein, Defendants violated and continue to violate Section 1770(a)(5) of the CLRA, because Defendants' conduct constitutes unfair methods of competition and unfair or fraudulent acts or practices, in that it misrepresents that the Products have characteristics, ingredients, or benefits which they do not have.

95. Cal. Civ. Code § 1770(a)(9) further prohibits "[a]dvertising goods or services with intent not to sell them as advertised." By engaging in the conduct set forth herein, Defendants violated and continues to violate Section 1770(a)(9), because Defendants' conduct constitutes unfair methods of competition and unfair or fraudulent acts or practices, in that it advertises goods with the intent not to sell the goods as advertised.

96. Plaintiff MOORE and the California Class members are not sophisticated experts about the corporate branding, labeling and packaging practices. Plaintiff MOORE and the California Class acted reasonably when they purchased the Products based on their belief that Defendants' representations were true and lawful.

97. Plaintiff MOORE and the California Class suffered injuries caused by Defendants because (a) they would not have purchased the Products on the same terms absent Defendants' illegal and misleading conduct as set forth herein; (b) they paid a price premium for the Products due to Defendants' misrepresentations that their Products are "All Natural"; and (c) the Products did not have the ingredients, characteristics or benefits as promised.

98. On or about August 7, 2015, prior to filing this action, a CLRA notice letter was served on Defendants which complies in all respects with California Civil Code § 1782(a). Plaintiff MOORE sent Defendants, HANSEN BEVERAGE COMPANY and MONSTER BEVERAGE CORPORATION, on behalf of herself and the proposed Class, a letter via certified mail, return receipt requested, advising Defendants that they are in violation of the CLRA and demanding that they cease and desist from such violations and make full restitution by refunding the monies received therefrom. A true and correct copy of Plaintiff MOORE's letter is attached hereto as **EXHIBIT C**.

99. Wherefore, Plaintiff MOORE seeks damages, restitution, and injunctive relief for these violations of the CLRA.

COUNT IV

VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW, California Business & Professions Code §§ 17200, *et seq.*

100. Plaintiff MOORE realleges and incorporates herein by reference the allegations contained in all preceding paragraphs, and further alleges as follows:

101. Plaintiff MOORE brings this claim individually and on behalf of the members of the proposed California Class for Defendants' violations of California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

102. The UCL provides, in pertinent part: "Unfair competition shall mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading advertising ...."

103. Defendants violated federal and California law because Defendants' representations in labeling, advertising, and marketing their Products as "All Natural" were unfair, deceptive, and misleading.

104. Defendants' business practices, described herein, violated the "unlawful" prong of the UCL by violating the federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 343 *et. seq.*, 21 U.S.C. §§ 343(a)(1), 343(k); N.Y. Agm. Law § 201; California Health and Safety Code §§ 110660, 110740, the CLRA, and other applicable law as described herein.

105. Defendants' business practices, described herein, violated the "unfair" prong of the UCL in that their conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous, as the gravity of the conduct outweighs any alleged benefits. Defendants' advertising is of no benefit to consumers.

106. Defendants violated the "fraudulent" prong of the UCL by misleading Plaintiff MOORE and the California Class to believe that the "All Natural" representations made about the Products were lawful, true and not intended to deceive or mislead the consumers.

107. Plaintiff MOORE and the California Class members are not sophisticated experts about the corporate branding, labeling, and packaging practices of the Products. Plaintiff MOORE and the California Class acted reasonably when they purchased the Products based on their belief that Defendants' representations were true and lawful.

108. Plaintiff MOORE and the California Class lost money or property as a result of Defendants' UCL violations because (a) they would not have purchased the Products on the

same terms absent Defendants' illegal conduct as set forth herein, or if the true facts were known concerning Defendants' representations; (b) they paid a price premium for the Products due to Defendants' misrepresentations; and (c) the Products did not have the characteristics, benefits, or ingredients as promised.

COUNT V

VIOLATION OF CALIFORNIA'S FALSE ADVERTISING LAW, California Business & Professions Code §§ 17500, *et seq.*

109. Plaintiff MOORE realleges and incorporates herein by reference the allegations contained in all preceding paragraphs, and further alleges as follows:

110. Plaintiff MOORE brings this claim individually and on behalf of the members of the proposed California Class for Defendants' violations of California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code §§ 17500, *et seq*.

111. Under the FAL, the State of California makes it "unlawful for any person to make or disseminate or cause to be made or disseminated before the public in this state, ... in any advertising device ... or in any other manner or means whatever, including over the Internet, any statement, concerning ... personal property or services, professional or otherwise, or performance or disposition thereof, which is untrue or misleading and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading."

112. Defendants engaged in a scheme of offering misbranded Products for sale to Plaintiff MOORE and the California Class members by way of making false and misleading representations that such Products are "All Natural" on the Products' packaging and labeling. Such practice misrepresented the characteristics, benefits and ingredients of the misbranded Products. Defendants' advertisements and inducements were made in California and come within the definition of advertising as contained in Bus. & Prof. Code § 17500, *et seq*. in that the

product packaging was intended as inducements to purchase Defendants' Products. Defendants knew that these statements were unauthorized, inaccurate, and misleading.

113. Defendants violated federal and California law because Defendants' representations in labeling, advertising, and marketing their Products as "All Natural" were unfair, deceptive, and misleading.

114. Defendants violated § 17500, *et seq.* by misleading Plaintiff MOORE and the California Class to believe that the "All Natural" representations made about the Products were true as described herein.

115. Defendants knew or should have known, through the exercise of reasonable care that the Products were and continue to be misbranded, and that their representations about the naturalness of the Products were untrue and misleading.

116. Plaintiff MOORE and the California Class lost money or property as a result of Defendants' FAL violations because (a) they would not have purchased the Products on the same terms absent Defendants' illegal conduct as set forth herein, or if the true facts were known concerning Defendants' representations; (b) they paid a price premium for the Products due to Defendants' misrepresentations; and (c) the Products did not have the characteristics, benefits, or ingredients as promised.

COUNT VI

NEGLIGENT MISREPRESENTATION
(All States)

117. Plaintiffs reallege and incorporate herein by reference the allegations contained in all preceding paragraphs, and further allege as follows:

118. Defendants, directly or through their agents and employees, made false representations, concealments, and nondisclosures to Plaintiffs and members of the Class.

119. In making the false, misleading, and deceptive representations and omissions, Defendants knew and intended that consumers would pay a premium for Products labeled as "All Natural" over comparable products that are not so labelled, furthering Defendants' private interest of increasing sales for their Products and decreasing the sales of products that are truthfully offered as "All Natural" by Defendants' competitors, or those that do not claim to be "All Natural."

120. As an immediate, direct, and proximate result of Defendants' false, misleading, and deceptive representations and omissions, Defendants injured Plaintiffs and the other Class members in that they paid a premium price for Products that were not as represented.

121. In making the representations of fact to Plaintiffs and members of the Class described herein, Defendants have failed to fulfill their duties to disclose the material facts set forth above. The direct and proximate cause of this failure to disclose was Defendants' negligence and carelessness.

122. Defendants, in making the misrepresentations and omissions, and in doing the acts alleged above, knew or reasonably should have known that the representations were not true. Defendants made and intended the misrepresentations to induce the reliance of Plaintiffs and members of the Class.

123. Plaintiffs and members of the Class relied upon these false representations and nondisclosures by Defendants when purchasing the Products, upon which reliance was justified and reasonably foreseeable.

124. As a result of Defendants' wrongful conduct, Plaintiffs and members of the Class have suffered and continue to suffer economic losses and other general and specific damages, including but not limited to the amounts paid for the Products and any interest that would have

been accrued on those monies, all in an amount to be determined according to proof at time of trial.

COUNT VII

BREACH OF EXPRESS WARRANTIES
(All States)

125. Plaintiffs reallege and incorporate herein by reference the allegations contained in all preceding paragraphs, and further allege as follows:

126. Defendants provided Plaintiffs and other members of the Class with written express warranties, including, but not limited to, warranties that their Products are "All Natural."

127. This breach resulted in damages to Plaintiffs and the other members of the Class who bought Defendants' Products but did not receive the goods as warranted in that the Products were not as healthy nor as pure as they appear to be.

128. As a proximate result of Defendants' breach of warranties, Plaintiffs and the other Class members have suffered damages in an amount to be determined by the Court and/or jury, in that, among other things, they purchased and paid for Products that did not conform to what Defendants promised in their promotion, marketing, advertising, packaging and labeling, and they were deprived of the benefit of their bargain and spent money on products that did not have any value or had less value than warranted or products that they would not have purchased and used had they known the true facts about them.

COUNT VIII

UNJUST ENRICHMENT
(All States)

129. Plaintiffs reallege and incorporate herein by reference the allegations contained in all preceding paragraphs, and further allege as follows:

130. As a result of Defendants' deceptive, fraudulent and misleading labeling, packaging, advertising, marketing and sales of Products, Defendants were enriched, at the expense of Plaintiffs and members of the Class, through the payment of the purchase price for Defendants' Products.

131. Plaintiffs and members of the Class conferred a benefit on Defendants through purchasing the Products, and Defendants have knowledge of this benefit and have voluntarily accepted and retained the benefits conferred on it.

132. Defendants will be unjustly enriched if they are allowed to retain such funds, and each Class member is entitled to an amount equal to the amount they enriched Defendants and for which Defendants have been unjustly enriched.

133. Under the circumstances, it would be against equity and good conscience to permit Defendants to retain the ill-gotten benefits that they received from Plaintiffs, and all others similarly situated, in light of the fact Defendants have misrepresented that the Products are "All Natural," when in fact, the Products contain the synthetic, unnatural ingredients ascorbic acid and/or citric acid.

134. Defendants profited from their unlawful, unfair, misleading, and deceptive practices and advertising at the expense of Plaintiffs and Class members, under circumstances in which it would be unjust for Defendants to be permitted to retain said benefit.

135. Plaintiffs have standing to pursue this claim as Plaintiffs have suffered injury in fact and has lost money or property as a result of Defendants' actions, as set forth herein. Defendants are aware that the claims and/or omissions that they made about the Products are false, misleading, and likely to deceive reasonable consumers, such as Plaintiffs and members of the Class.

136. Plaintiffs and Class members do not have an adequate remedy at law against Defendants (in the alternative to the other causes of action alleged herein).

137. Accordingly, the Products are valueless such that Plaintiffs and Class members are entitled to restitution in an amount not less than the purchase price of the Products paid by Plaintiffs and Class members during the Class Period.

138. Plaintiffs and Class members are entitled to restitution of the excess amount paid for the Products, over and above what they would have paid if the Products had been adequately advertised, and Plaintiffs and Class members are entitled to disgorgement of the profits Defendants derived from the sale of the Products.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf themselves and all others similarly situated, seek judgment against Defendants, as follows:

A. For an order certifying the nationwide Class and under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiffs as representatives of the Class and Plaintiffs' attorneys as Class Counsel to represent members of the Class;

B. For an order declaring the Defendants' conduct violates the statutes referenced herein;

C. For an order finding in favor of Plaintiffs and the nationwide Class;

D. For compensatory and punitive damages in amounts to be determined by the Court and/or jury;

E. For prejudgment interest on all amounts awarded;

F. For an order of restitution and all other forms of equitable monetary relief;

G. For injunctive relief as pleaded or as the Court may deem proper;

H. For an order awarding Plaintiffs and the Class their reasonable attorneys' fees and expenses and costs of suit; and

I. Any other relief the Court may deem appropriate.

DEMAND FOR TRIAL BY JURY

Plaintiffs, on behalf of themselves and all others similarly situated, hereby demand a jury trial on all claims so triable.

Dated: November 12, 2015

Respectfully submitted,

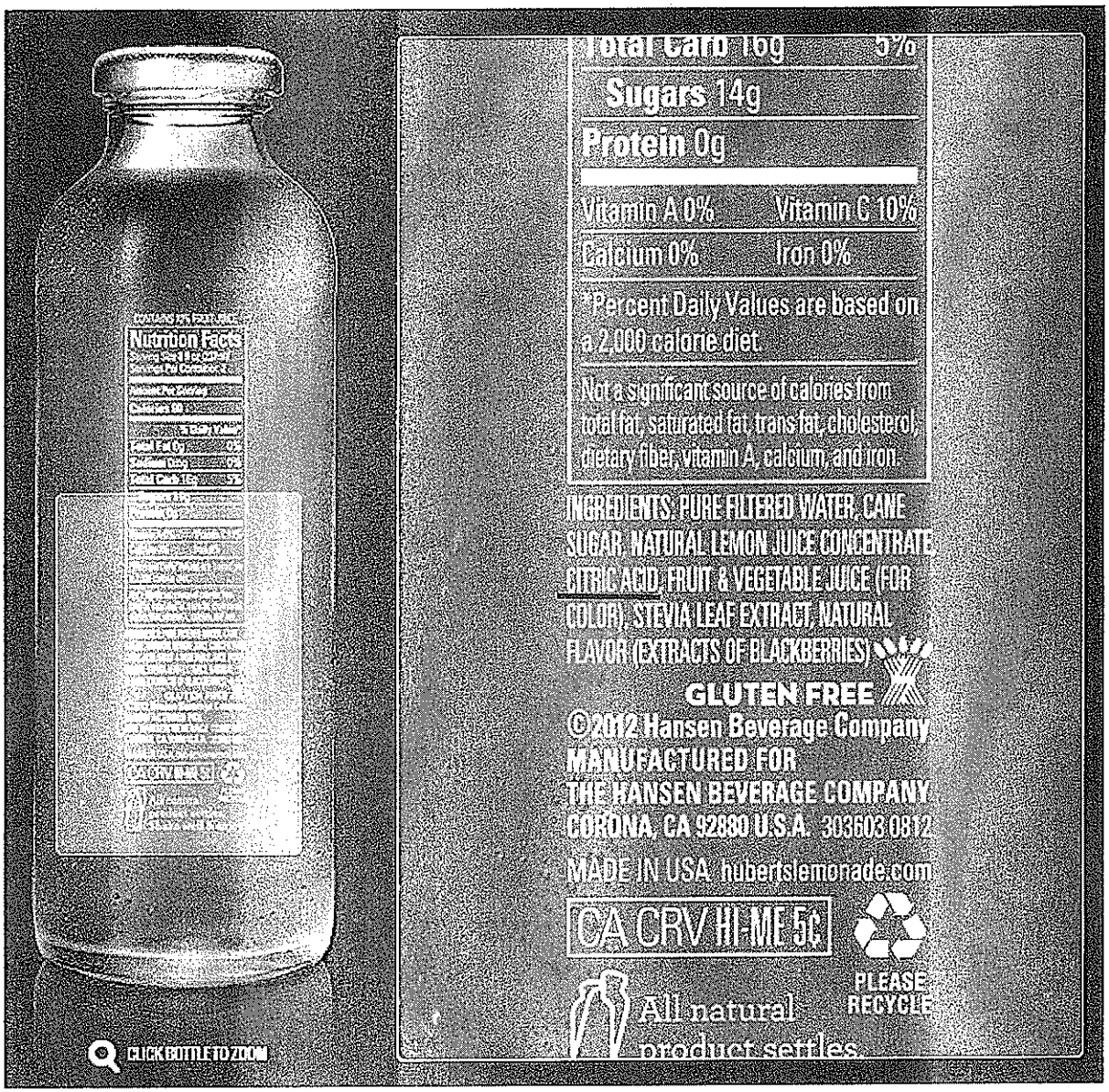
LEE LITIGATION GROUP, PLLC
C.K. Lee (CL 4086)
Anne Seelig (AS 3976)
30 East 39th Street, Second Floor
New York, NY 10016
Tel.: 212-465-1188
Fax: 212-465-1181
Attorneys for Plaintiffs and the Class

By: _____
C.K. Lee, Esq.

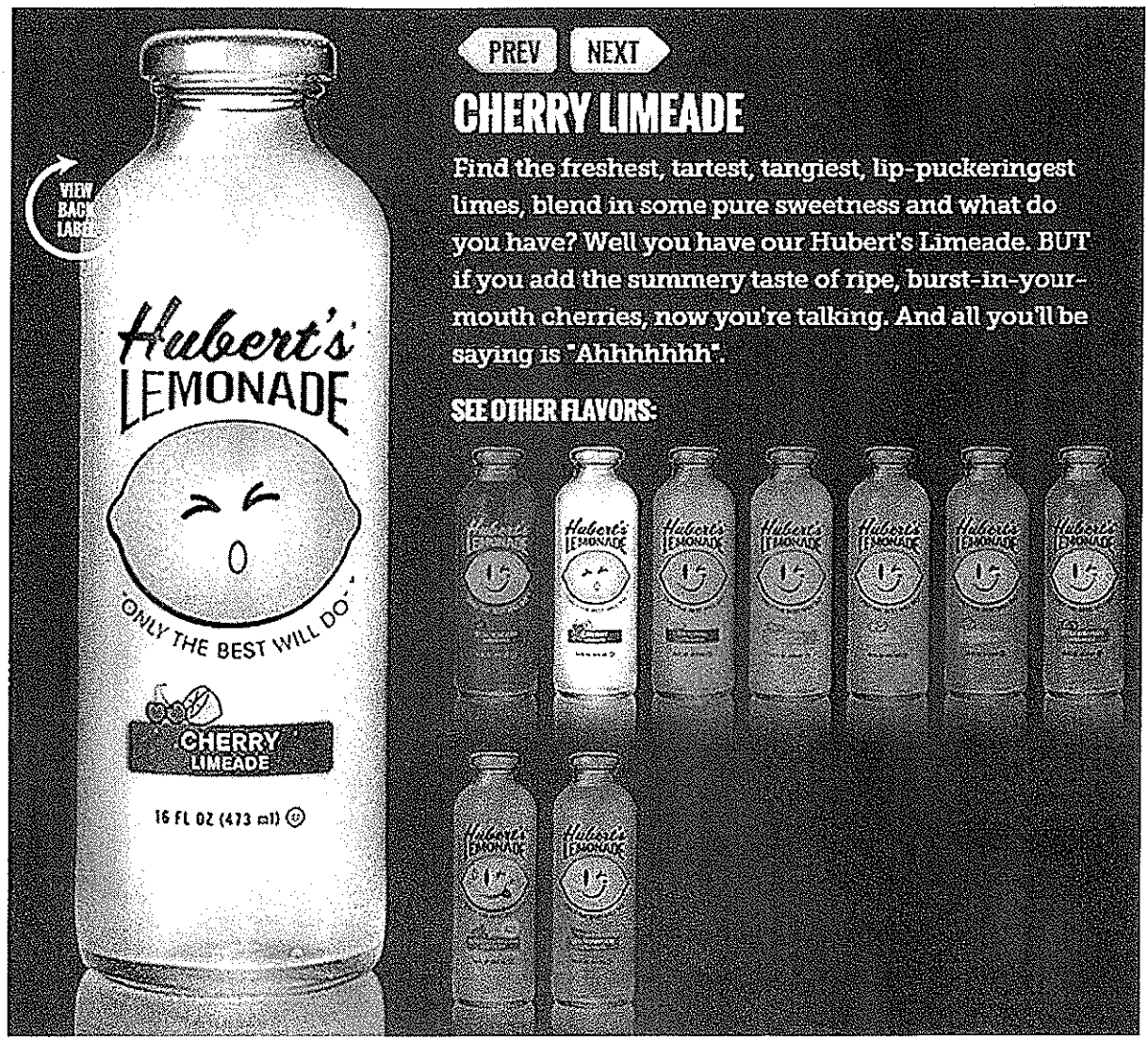
EXHIBIT A

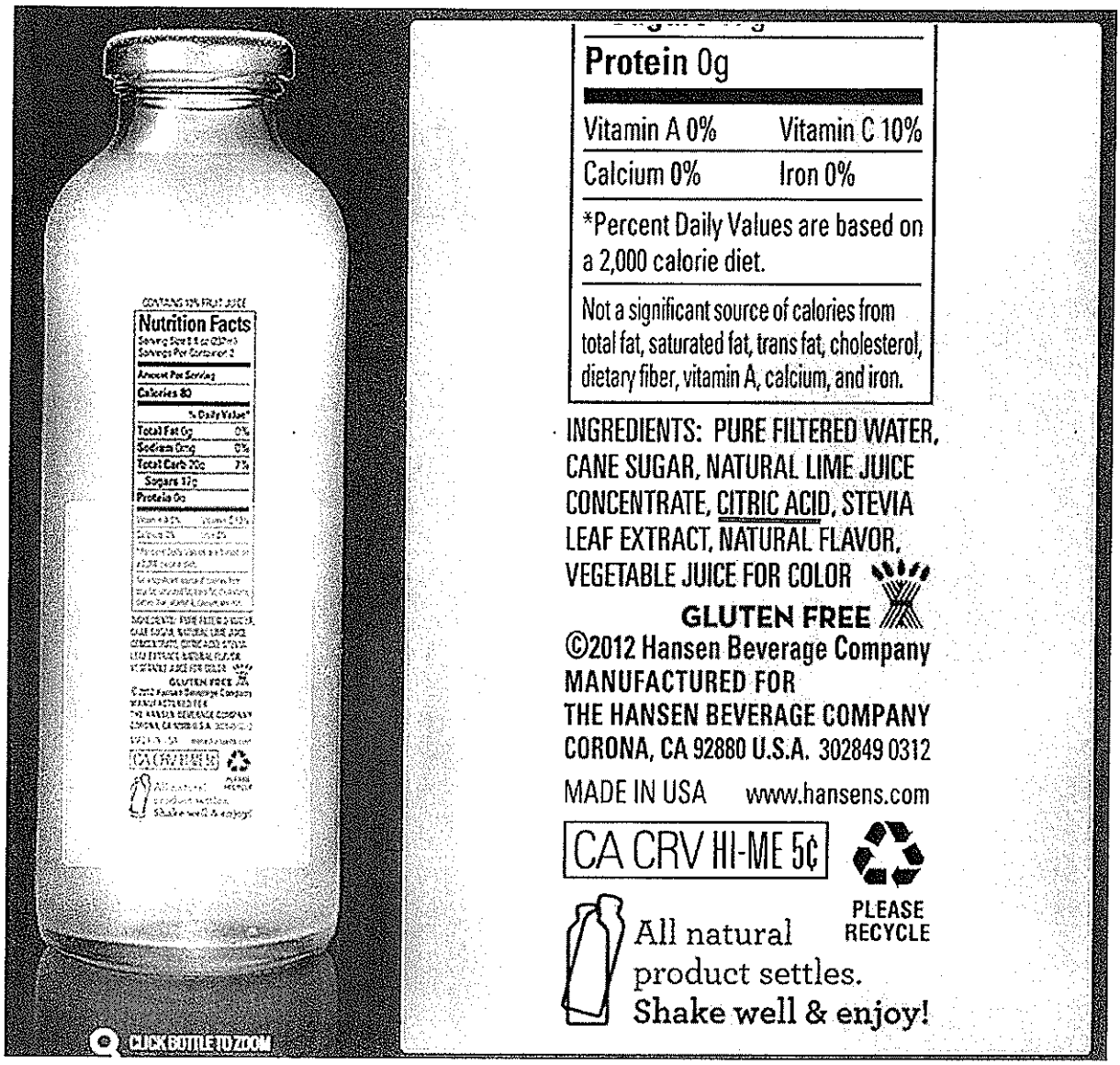
TABLE OF CONTENTS

Hubert's® Lemonade (Blackberry Lemonade)


Nutrition Facts
CLICK BOTTLE TO ZOOM
Total Carb 16g 5%
Sugars 14g
Protein 0g
Vitamin A 0% Vitamin C 10%
Calcium 0% Iron 0%
*Percent Daily Values are based on a 2,000 calorie diet.
Not a significant source of calories from total fat, saturated fat, trans fat, cholesterol, dietary fiber, vitamin A, calcium, and iron.
INGREDIENTS: PURE FILTERED WATER, CANE SUGAR, NATURAL LEMON JUICE CONCENTRATE, CITRIC ACID, FRUIT & VEGETABLE JUICE (FOR COLOR), STEVIA LEAF EXTRACT, NATURAL FLAVOR (EXTRACTS OF BLACKBERRIES)
GLUTEN FREE
©2012 Hansen Beverage Company
MANUFACTURED FOR
THE HANSEN BEVERAGE COMPANY
CORONA, CA 92880 U.S.A. 303603 0812
MADE IN USA hubertslemonade.com
CA CRV HI-ME 5¢
PLEASE RECYCLE
All natural product settles.

Hubert's® Lemonade (Cherry Limeade)





Protein 0g

Vitamin A 0%	Vitamin C 10%
Calcium 0%	Iron 0%

*Percent Daily Values are based on a 2,000 calorie diet.

Not a significant source of calories from total fat, saturated fat, trans fat, cholesterol, dietary fiber, vitamin A, calcium, and iron.

INGREDIENTS: PURE FILTERED WATER, CANE SUGAR, NATURAL LIME JUICE CONCENTRATE, CITRIC ACID, STEVIA LEAF EXTRACT, NATURAL FLAVOR, VEGETABLE JUICE FOR COLOR

GLUTEN FREE

MANUFACTURED FOR
THE HANSEN BEVERAGE COMPANY
CORONA, CA 92880 U.S.A. 302849 0312

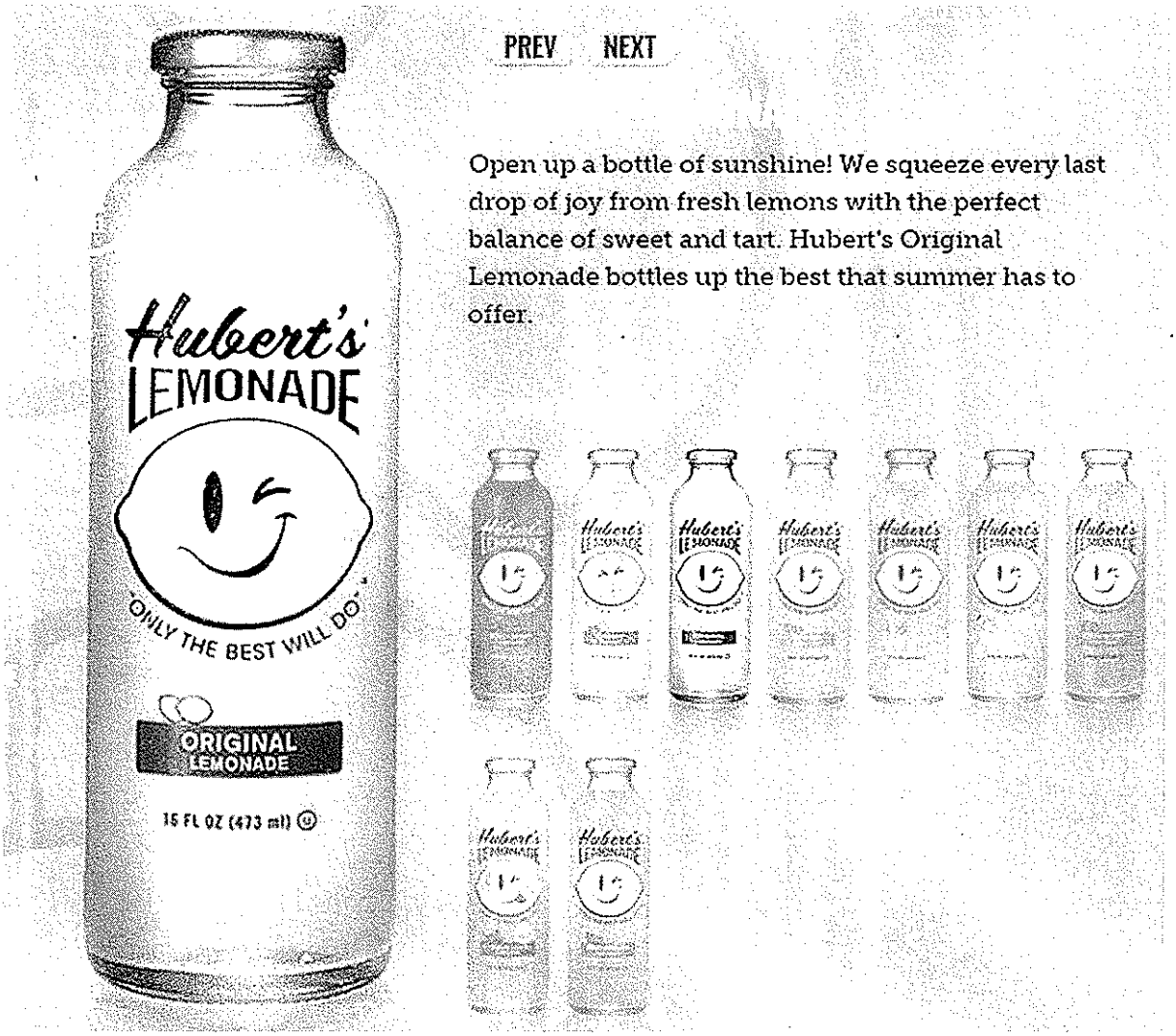
MADE IN USA www.hansens.com

CA CRV HI-ME 5¢

PLEASE RECYCLE

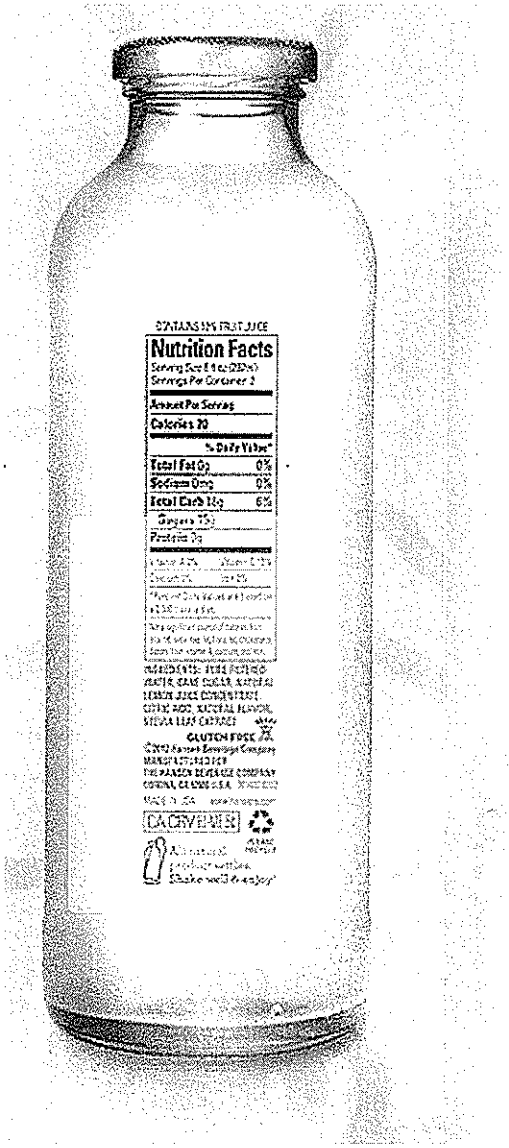
All natural product settles. Shake well & enjoy!

Hubert's® Lemonade (Original Lemonade)



PREV NEXT

Open up a bottle of sunshine! We squeeze every last drop of joy from fresh lemons with the perfect balance of sweet and tart. Hubert's Original Lemonade bottles up the best that summer has to offer.



Total Carb 18g	6%
Sugars 15g	
Protein 0g	
Vitamin A 0%	Vitamin C 10%
Calcium 0%	Iron 0%

*Percent Daily Values are based on a 2,000 calorie diet.

Not a significant source of calories from total fat, saturated fat, trans fat, cholesterol, dietary fiber, vitamin A, calcium, and iron.

INGREDIENTS: PURE FILTERED WATER, CANE SUGAR, NATURAL LEMON JUICE CONCENTRATE, CITRIC ACID, NATURAL FLAVOR, STEVIA LEAF EXTRACT

GLUTEN FREE

MANUFACTURED FOR
THE HANSEN BEVERAGE COMPANY
CORONA, CA 92880 U.S.A. 301633 0312

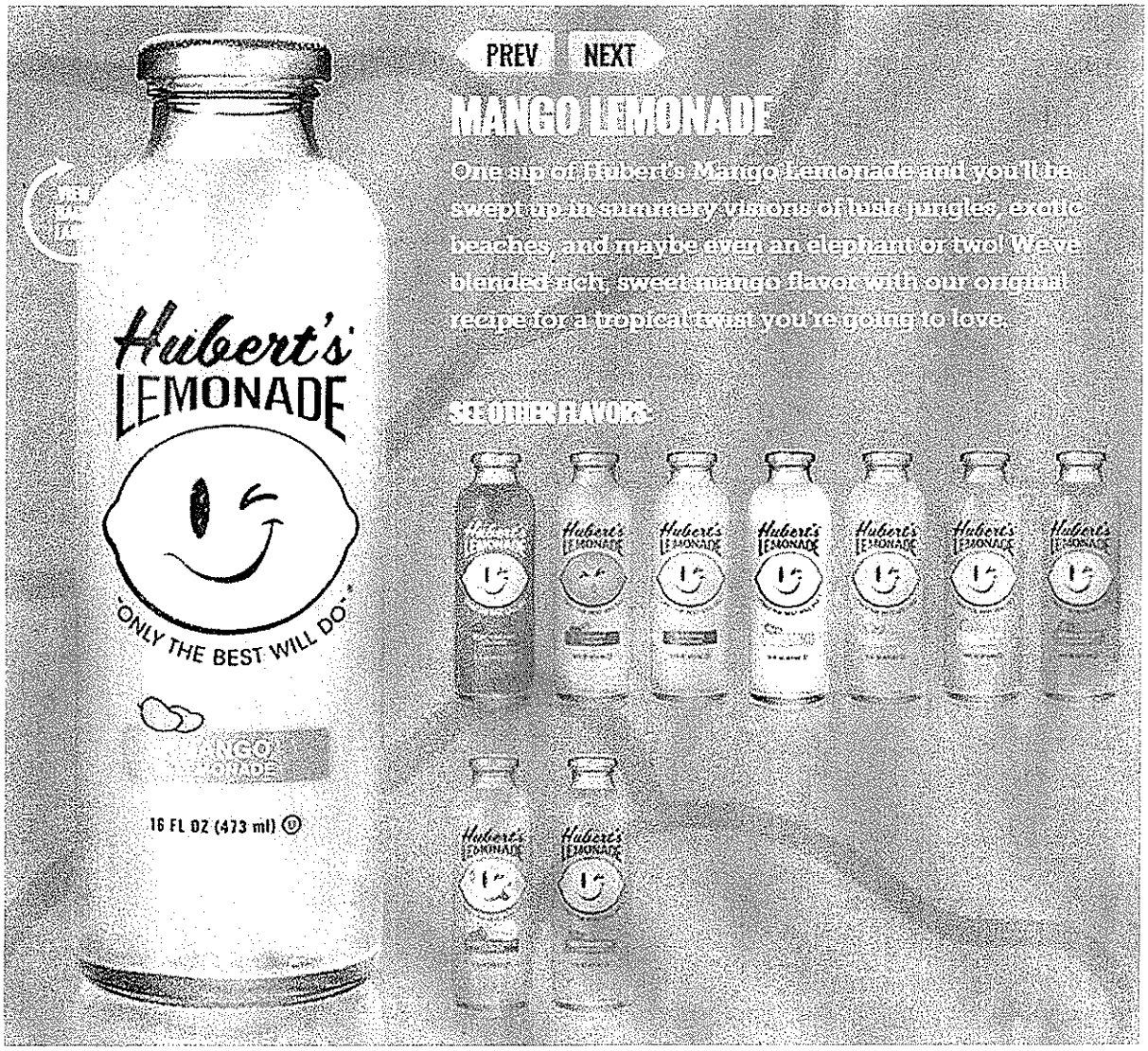
MADE IN USA www.hansens.com

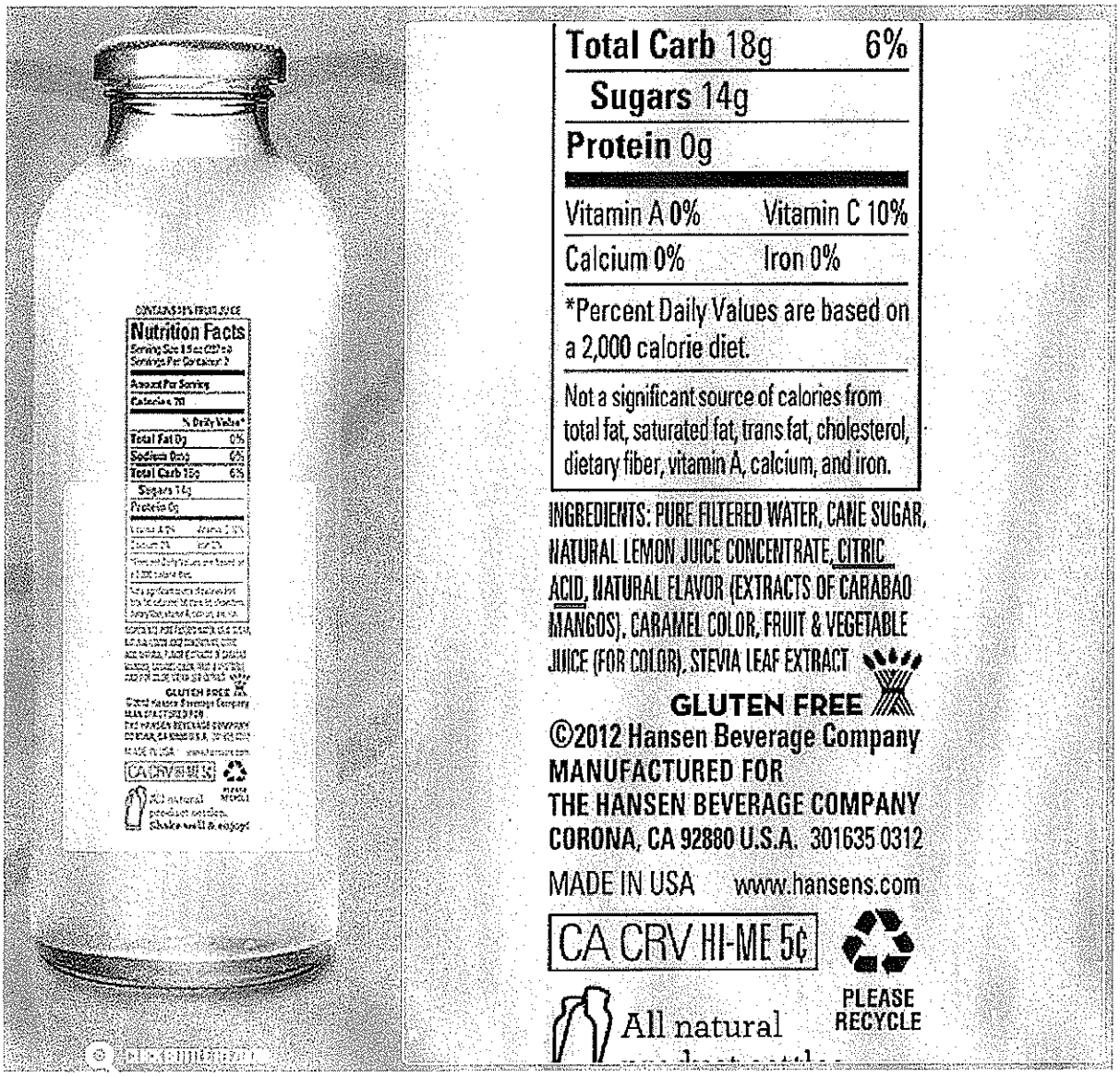
CA CRV HI-ME 5¢

PLEASE RECYCLE

All natural product settles.

Hubert's® Lemonade (Mango Lemonade)





Total Carb 18g	6%
Sugars 14g	
Protein 0g	
Vitamin A 0%	Vitamin C 10%
Calcium 0%	Iron 0%

*Percent Daily Values are based on a 2,000 calorie diet.

Not a significant source of calories from total fat, saturated fat, trans fat, cholesterol, dietary fiber, vitamin A, calcium, and iron.

INGREDIENTS: PURE FILTERED WATER, CANE SUGAR, NATURAL LEMON JUICE CONCENTRATE, CITRIC ACID, NATURAL FLAVOR (EXTRACTS OF CARABAO MANGOS), CARAMEL COLOR, FRUIT & VEGETABLE JUICE (FOR COLOR), STEVIA LEAF EXTRACT

GLUTEN FREE

MANUFACTURED FOR
THE HANSEN BEVERAGE COMPANY
CORONA, CA 92880 U.S.A. 301635 0312

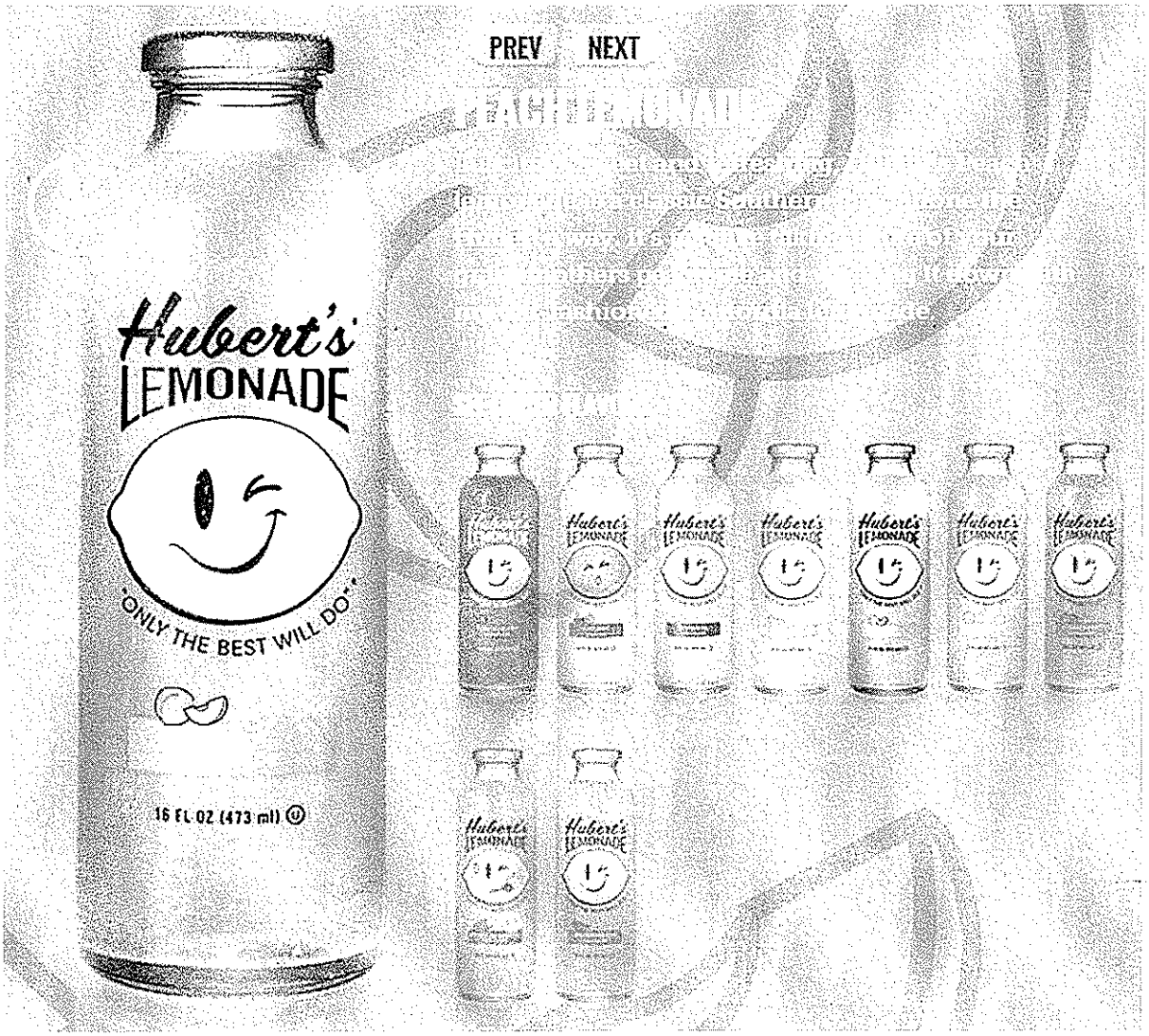
MADE IN USA www.hansens.com

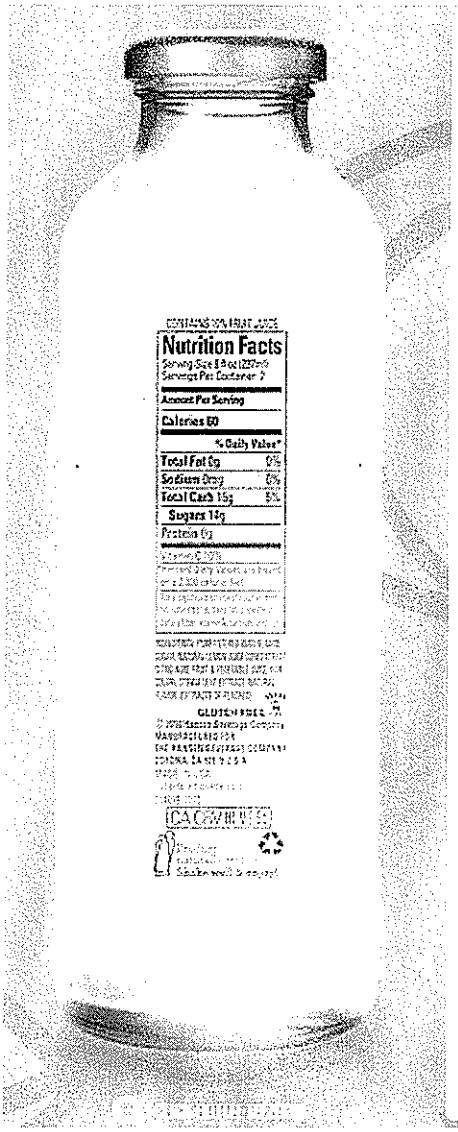
CA CRV HI-ME 5¢

PLEASE RECYCLE

All natural

Hubert's® Lemonade (Peach Lemonade)





Sugars 14g

Protein 0g

Vitamin C 10%

*Percent Daily Values are based on a 2,000 calorie diet.

Not a significant source of calories from fat, saturated fat, trans fat, cholesterol, dietary fiber, vitamin A, calcium, and iron.

INGREDIENTS: PURE FILTERED WATER, CANE SUGAR, NATURAL LEMON JUICE CONCENTRATE, CITRIC ACID, FRUIT & VEGETABLE JUICE (FOR COLOR), STEVIA LEAF EXTRACT, NATURAL FLAVOR (EXTRACTS OF PEACHES)

GLUTEN FREE

MANUFACTURED FOR
THE HANSEN BEVERAGE COMPANY
CORONA, CA 92879 U.S.A.

MADE IN USA

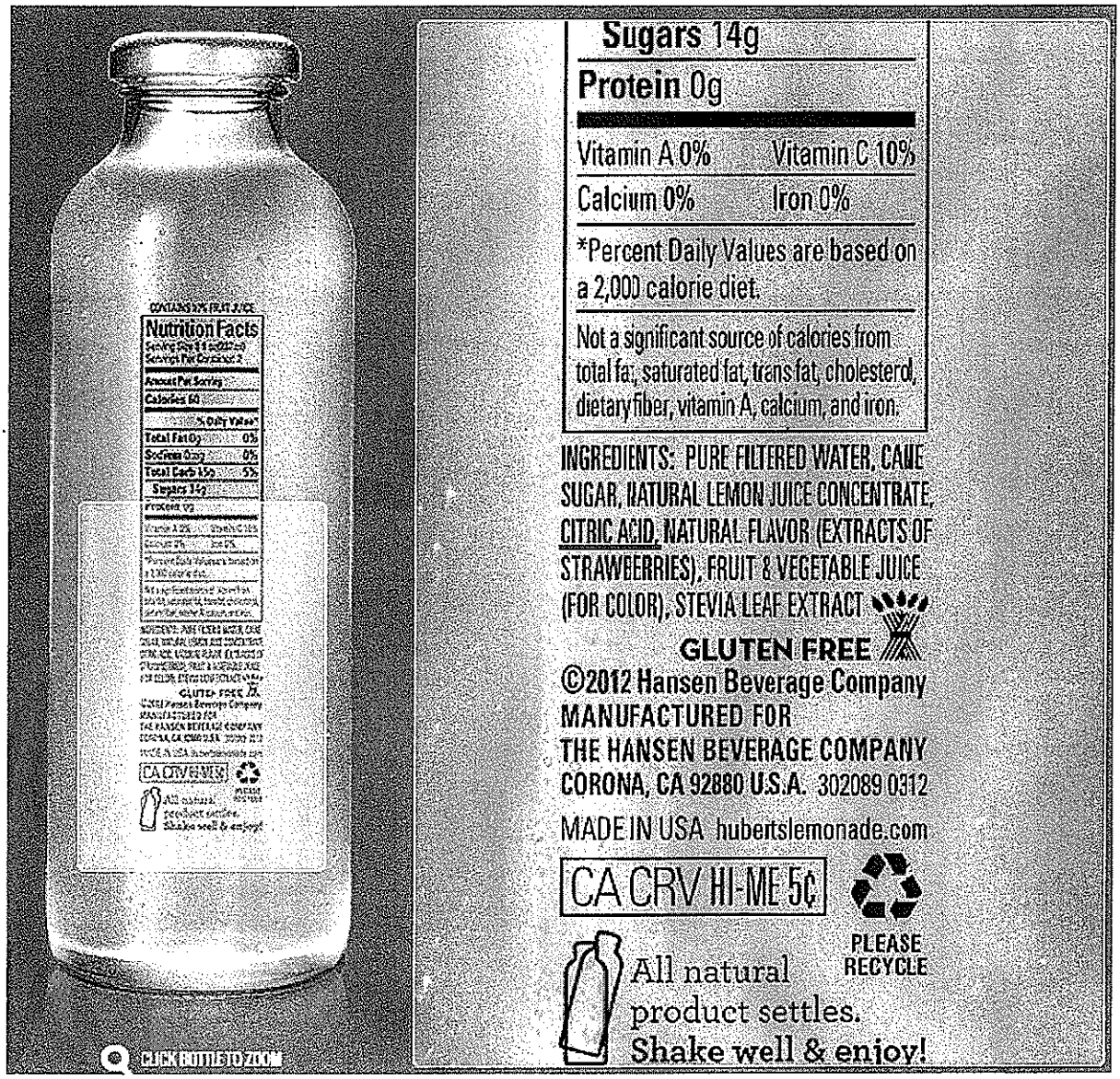
hubertslemonade.com

304899 1013

CA CRV HI-ME 5¢

Product naturally settles. Shake well & enjoy!

Hubert's® Lemonade (Strawberry Lemonade)



Sugars 14g

Protein 0g

Vitamin A 0% Vitamin C 10%

Calcium 0% Iron 0%

*Percent Daily Values are based on a 2,000 calorie diet.

Not a significant source of calories from total fat, saturated fat, trans fat, cholesterol, dietary fiber, vitamin A, calcium, and iron.

INGREDIENTS: PURE FILTERED WATER, CANE SUGAR, NATURAL LEMON JUICE CONCENTRATE, CITRIC ACID, NATURAL FLAVOR (EXTRACTS OF STRAWBERRIES), FRUIT & VEGETABLE JUICE (FOR COLOR), STEVIA LEAF EXTRACT

GLUTEN FREE

MANUFACTURED FOR
THE HANSEN BEVERAGE COMPANY
CORONA, CA 92880 U.S.A. 302089 0312

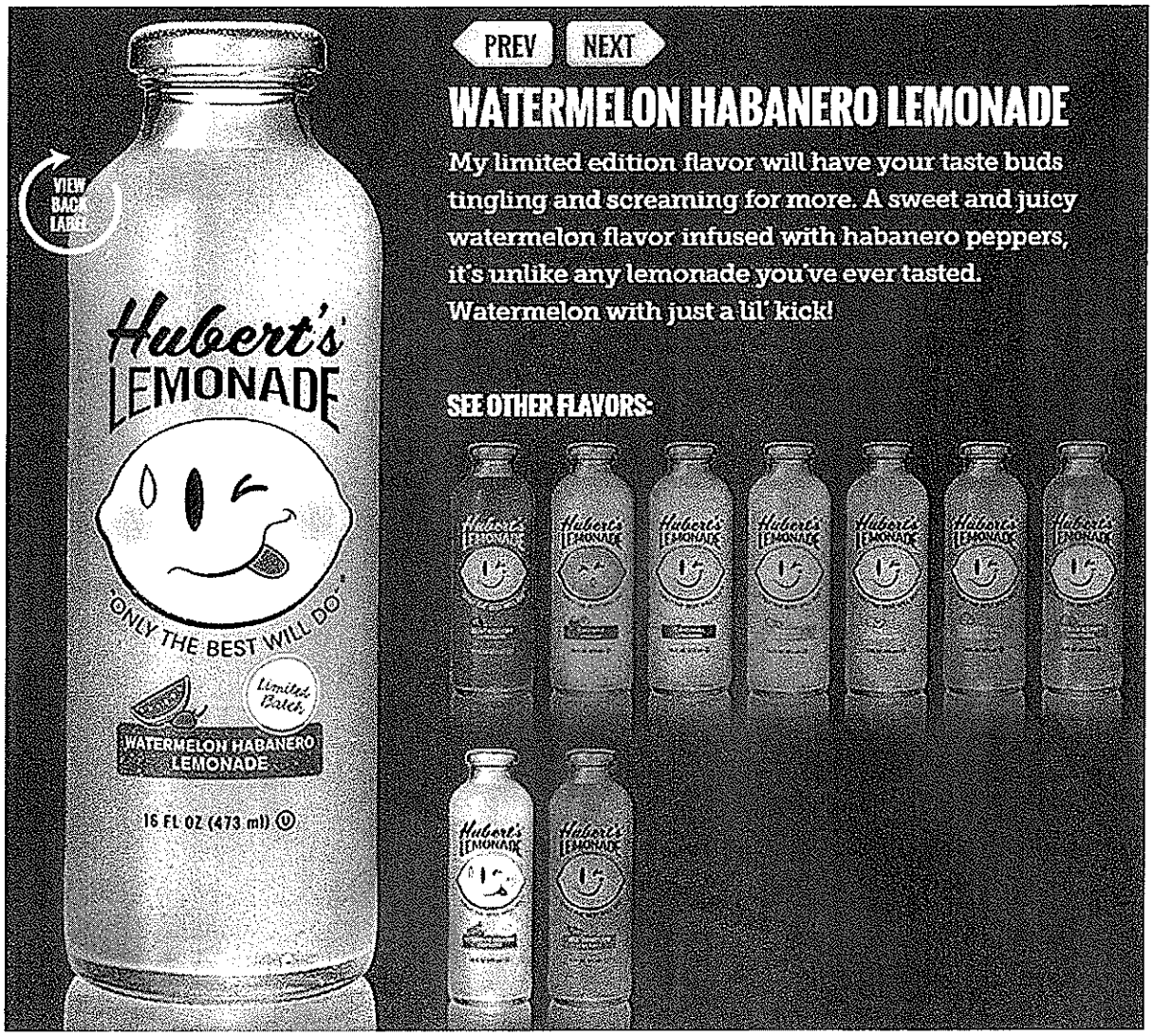
MADE IN USA hubertslemonade.com

CA CRV HI-ME 5¢

PLEASE RECYCLE

All natural product settles. Shake well & enjoy!

Hubert's® Lemonade (Watermelon Habanero Lemonade)




Nutrition Facts
CLICK BOTTLE TO ZOOM
Protein 0g
Vitamin C 10%
*Percent Daily Values are based on a 2,000 calorie diet.
Not a significant source of calories from fat, saturated fat, trans fat, cholesterol, dietary fiber, vitamin A, calcium, and iron.
INGREDIENTS: PURE FILTERED WATER, CANE SUGAR, NATURAL LEMON JUICE CONCENTRATE, CITRIC ACID, NATURAL FLAVOR (EXTRACTS OF WATERMELONS AND PEPPERS), STEVIA LEAF EXTRACT, FRUIT & VEGETABLE JUICE (FOR COLOR), DRIED HABANERO CHILES
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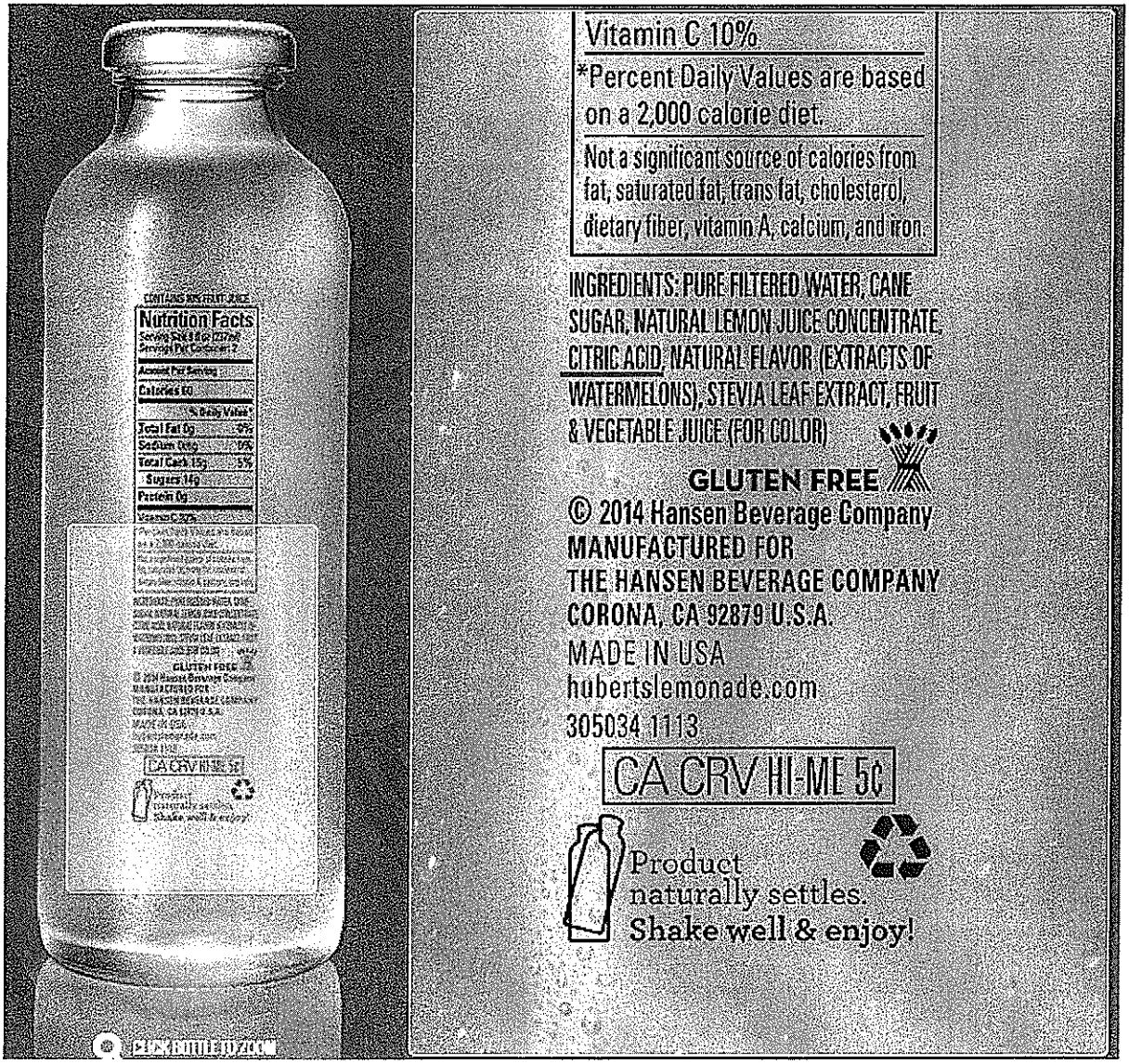
CORONA, CA 92879 U.S.A.
hubertslemonade.com
305321 0214 GLUTEN FREE
CA CRV HI-ME 5¢
Product naturally settles. Shake well & enjoy!

Hubert's® Lemonade (Watermelon Lemonade)


Nutrition Facts
CA CRV HI-ME 5¢
Vitamin C 10%
*Percent Daily Values are based on a 2,000 calorie diet.
Not a significant source of calories from fat, saturated fat, trans fat, cholesterol, dietary fiber, vitamin A, calcium, and iron.
INGREDIENTS: PURE FILTERED WATER, CANE SUGAR, NATURAL LEMON JUICE CONCENTRATE, CITRIC ACID, NATURAL FLAVOR (EXTRACTS OF WATERMELONS), STEVIA LEAF EXTRACT, FRUIT & VEGETABLE JUICE (FOR COLOR)
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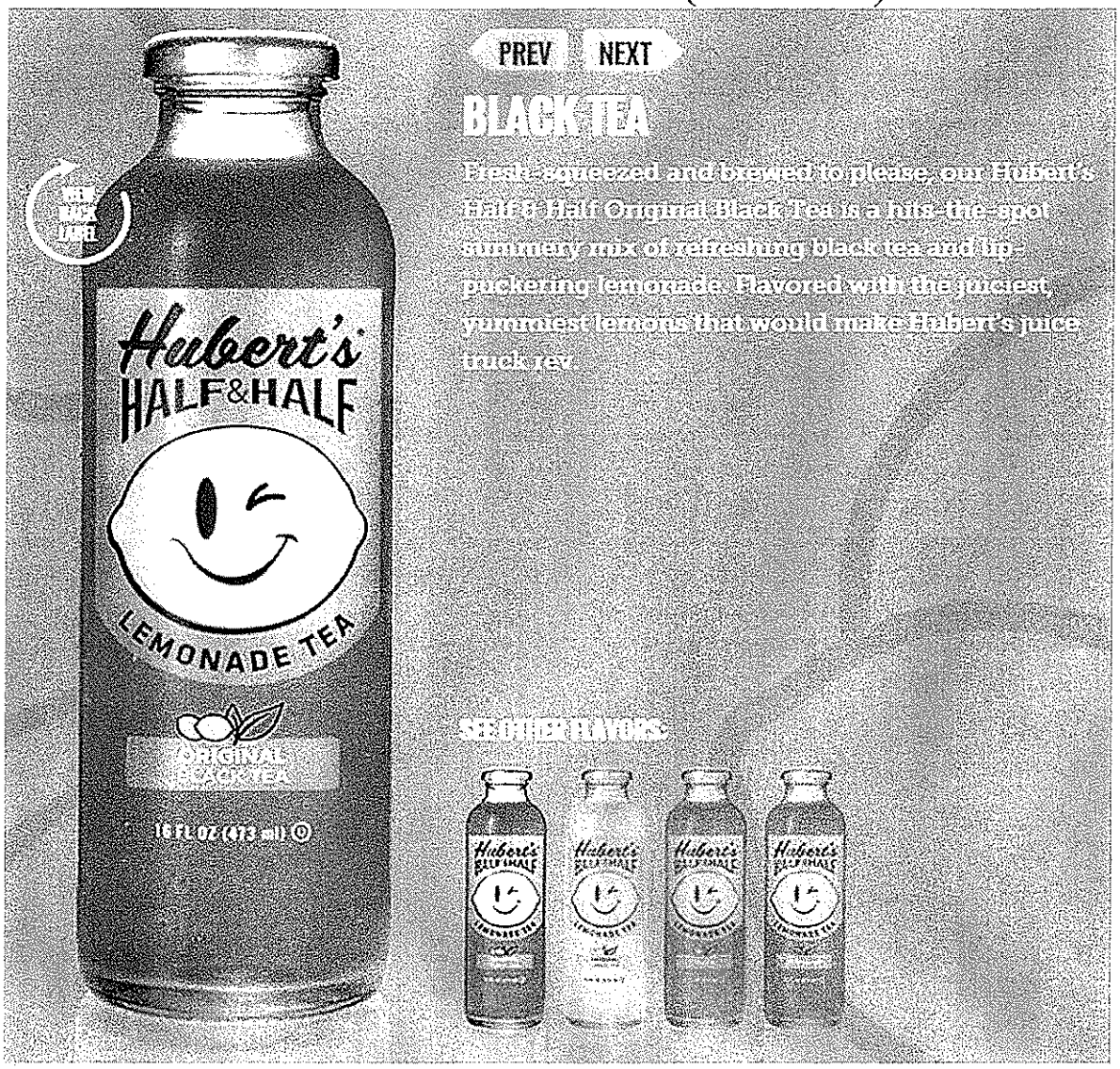
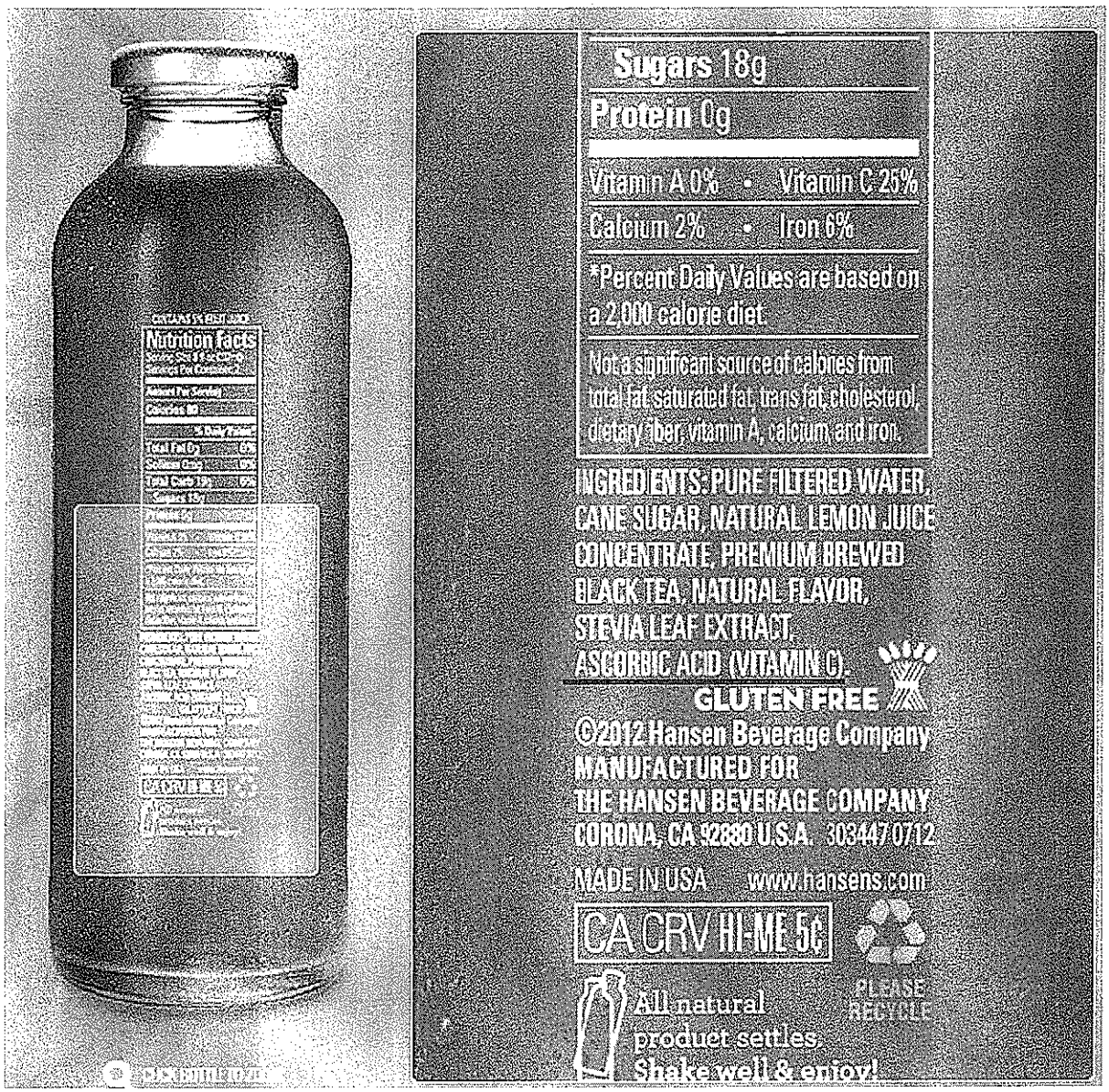
THE HANSEN BEVERAGE COMPANY
CORONA, CA 92879 U.S.A.
MADE IN USA
hubertslemonade.com
305034 1113
CA CRV HI-ME 5¢
Product naturally settles. Shake well & enjoy!

Hubert's® Half & Half (Black Tea)




Nutrition Facts
Sugars 18g
Protein 0g
Vitamin A 0% • Vitamin C 25%
Calcium 2% • Iron 6%
*Percent Daily Values are based on a 2,000 calorie diet
Not a significant source of calories from total fat, saturated fat, trans fat, cholesterol, dietary fiber, vitamin A, calcium and iron.
INGREDIENTS: PURE FILTERED WATER, CANE SUGAR, NATURAL LEMON JUICE CONCENTRATE, PREMIUM BREWED BLACK TEA, NATURAL FLAVOR, STEVIA LEAF EXTRACT, ASCORBIC ACID (VITAMIN C).
GLUTEN FREE
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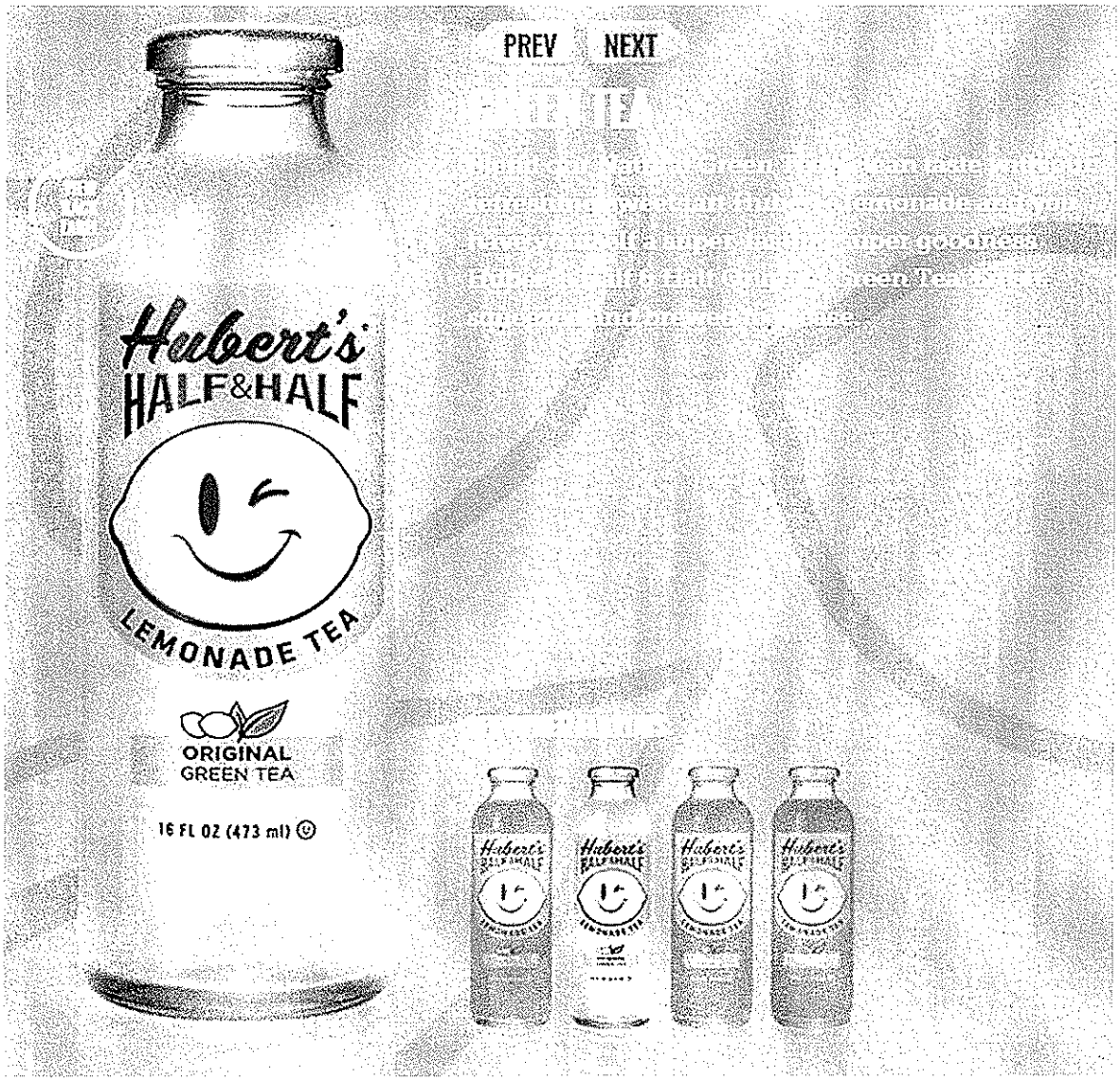
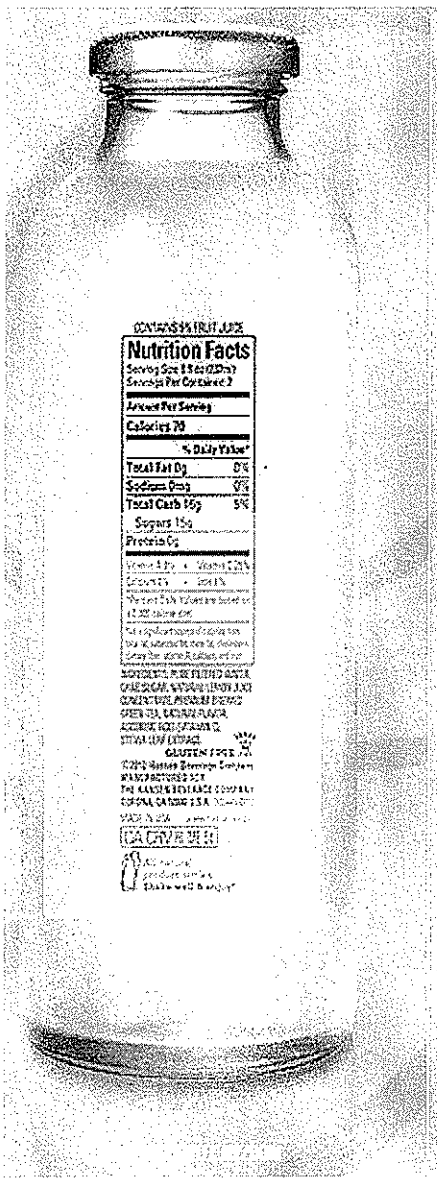
THE HANSEN BEVERAGE COMPANY
CORONA, CA 92880 U.S.A. 303447 07/12
MADE IN USA www.hansens.com
CA CRV HI-ME 5¢
All natural product settles. Shake well & enjoy!
PLEASE RECYCLE

Hubert's® Half & Half (Green Tea)





Total Carb 16g	5%
Sugars 15g	
Protein 0g	
Vitamin A 0% •	Vitamin C 25%
Calcium 0% •	Iron 6%

*Percent Daily Values are based on a 2,000 calorie diet.

Not a significant source of calories from total fat, saturated fat, trans fat, cholesterol, dietary fiber, vitamin A, calcium, and iron.

INGREDIENTS: PURE FILTERED WATER, CANE SUGAR, NATURAL LEMON JUICE CONCENTRATE, PREMIUM BREWED GREEN TEA, NATURAL FLAVOR, ASCORBIC ACID (VITAMIN C), STEVIA LEAF EXTRACT.

GLUTEN FREE

MANUFACTURED FOR
THE HANSEN BEVERAGE COMPANY
CORONA, CA 92880 U.S.A. 303449 0712

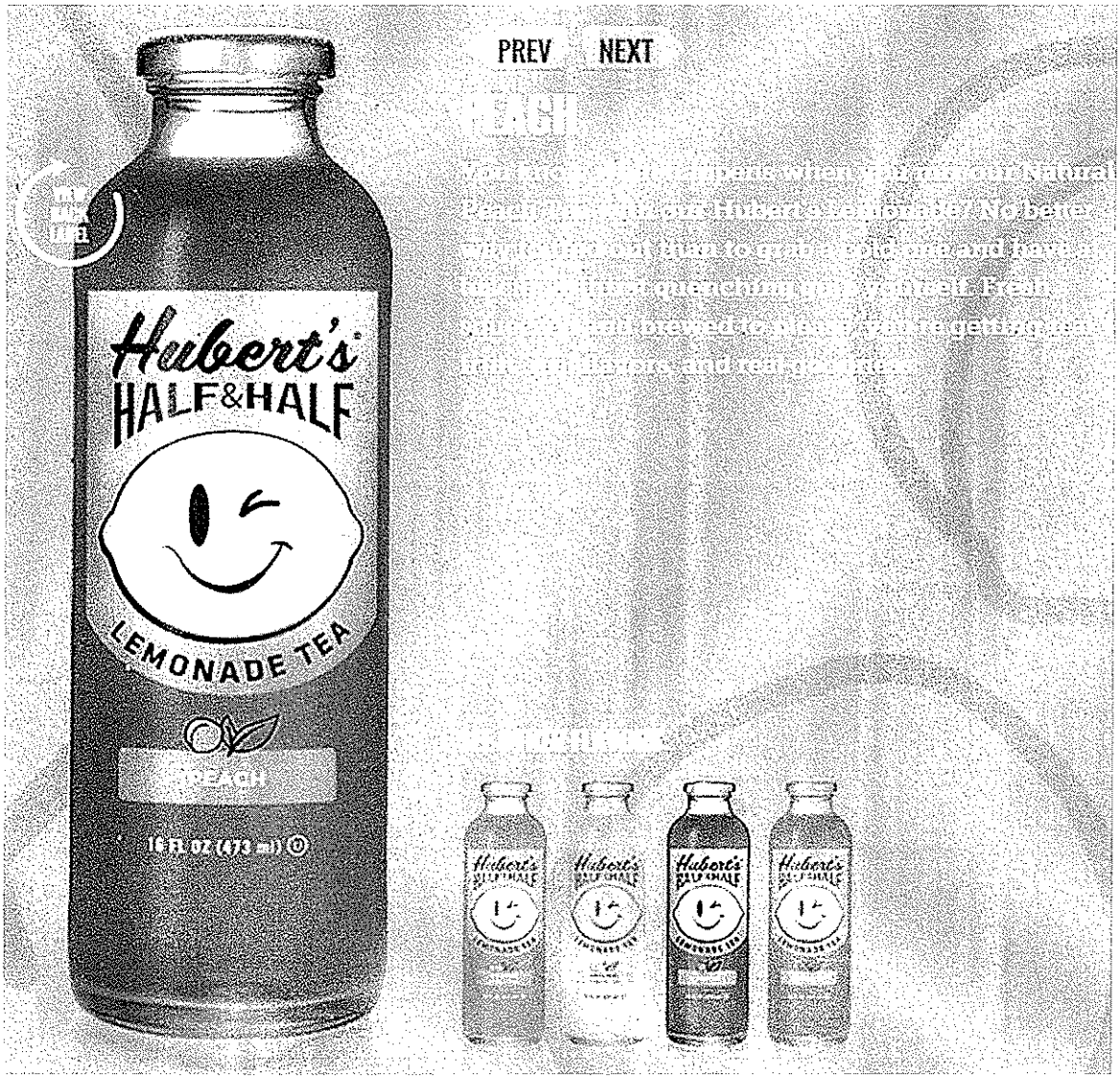
MADE IN USA www.hansens.com

CA CRV HI-ME 5¢

PLEASE RECYCLE

All natural product bottles

Hubert's® Half & Half (Peach Tea)




Nutrition Facts
Vitamin A 0% • Vitamin C 25%
Calcium 0% • Iron 6%
*Percent Daily Values are based on a 2,000 calorie diet.
Not a significant source of calories from total fat, saturated fat, trans fat, cholesterol, dietary fiber, vitamin A, calcium, and iron.
INGREDIENTS: PURE FILTERED WATER, CANE SUGAR, NATURAL LEMON JUICE CONCENTRATE, PREMIUM BREWED BLACK TEA, NATURAL FLAVOR, ASCORBIC ACID (VITAMIN C), STEVIA LEAF EXTRACT.
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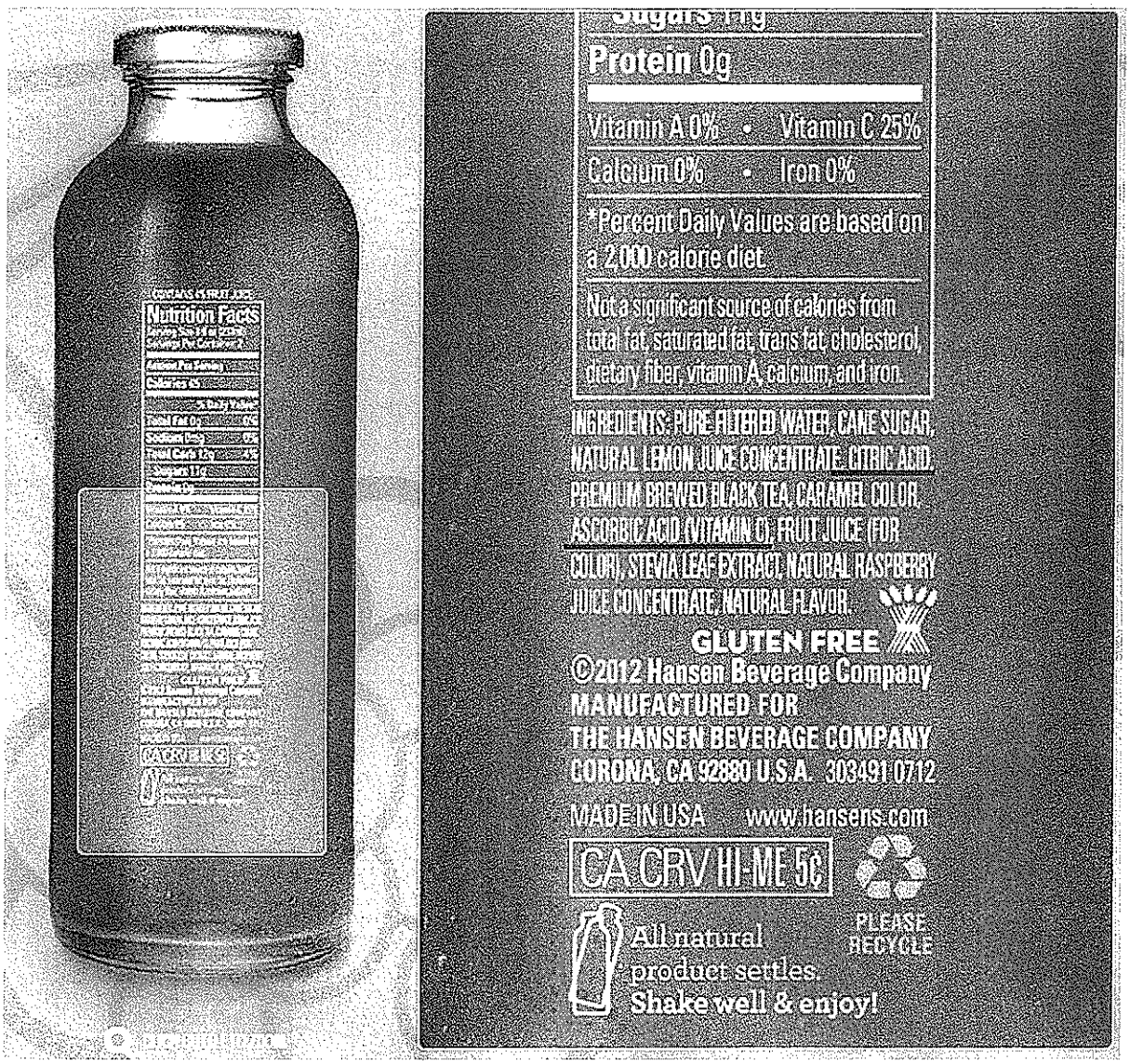
MADE IN USA www.hansens.com
CA CRV HI ME 5¢
PLEASE RECYCLE
All natural product settles. Shake well & enjoy!

Hubert's® Half & Half (Raspberry Tea)


Nutrition Facts
Protein 0g
Vitamin A 0% • Vitamin C 25%
Calcium 0% • Iron 0%
*Percent Daily Values are based on a 2,000 calorie diet.
Not a significant source of calories from total fat, saturated fat, trans fat, cholesterol, dietary fiber, vitamin A, calcium, and iron.
INGREDIENTS: PURE FILTERED WATER, CANE SUGAR, NATURAL LEMON JUICE CONCENTRATE, CITRIC ACID, PREMIUM BREWED BLACK TEA, CARAMEL COLOR, ASCORBIC ACID (VITAMIN C), FRUIT JUICE (FOR COLOR), STEVIA LEAF EXTRACT, NATURAL RASPBERRY JUICE CONCENTRATE, NATURAL FLAVOR.
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MADE IN USA www.hansens.com
CA CRV HI-ME 5¢
PLEASE RECYCLE
All natural product settles. Shake well & enjoy!

EXHIBIT B

Non 5
Syn 5

allowed

NOSB NATIONAL LIST
FILE CHECKLIST

PROCESSING

MATERIAL NAME: Citric Acid

CATEGORY: Synthetic Allowed **Complete?:** 3/16

✓ **NOSB Database Form**

✓ **References**

✓ **MSDS** (or equivalent)

✓ **FASP (FDA)**

✓ **Date file mailed out:** 1/8/95

✓ **TAP Reviews from:** Steve Taylor
Steven Harper
Bob Durst

Supplemental Information:

Microbial form only ....
because of substrate might be
as product

MISSING INFORMATION: _____

NOSB/NATIONAL LIST COMMENT FORM/BALLOT

Use this page to write down comments and questions regarding the data presented in the file of this National List material. Also record your planned opinion/vote to save time at the meeting on the National List.

Name of Material Citric Acid

Type of Use: ____ **Crops;** ____ **Livestock;** ✓ **Processing**

TAP Review by:

1. Steve Taylor
2. Steven Harper
3. Bob Durst

Comments/Questions:

My Opinion/Vote is:

Signature _____ **Date** _____

USDA/TAP REVIEWER COMMENT FORM

Use this page or an equivalent to write down comments and summarize your evaluation regarding the data presented in the file of this potential National List material. Attach additional sheets if you wish.

This file is due back to us within 30 days of: Jan 7

Name of Material: Citric Acid

Reviewer Name: Steve Taylor

Is this substance Natural or Synthetic? Explain (if appropriate)

Natural

Please comment on the accuracy of the information in the file:

This material should be added to the National List as:

____ **Synthetic Allowed** ____ **Prohibited Natural**

or, ____ **This material does not belong on the National List because:**

Are there any restrictions or limitations that should be placed on this material by use or application on the National List?

Made by fermentation. Fermentation is natural but process does ~~alway~~ involve use of other substances: substrates: corn syrup, sucrose ammonium bicarbonate

Any additional comments or references?

Need to find out more about process and processing aids to make determination.

Signature Steve Taylor **Date** 3-5-95

2.

USDA/TAP REVIEWER COMMENT FORM

Use this page or an equivalent to write down comments and summarize your evaluation regarding the data presented in the file of this potential National List material. Attach additional sheets if you wish.

This file is due back to us within 30 days of: Jan 7

Name of Material: Citric Acid

Reviewer Name: Steven Harper

Is this substance Natural or Synthetic? Explain (if appropriate)

Synthetic

Please comment on the accuracy of the information in the file:

Good

This material should be added to the National List as:

__x__ **Synthetic Allowed** ____ **Prohibited Natural**

or, ____ **This material does not belong on the National List because:**

Are there any restrictions or limitations that should be placed on this material by use or application on the National List?

No.

Any additional comments or references?

Signature Steven Harper **Date** 3/10/95

3.

USDA/TAP Reviewer Comment Form

Material: Citric acid

Reviewer: Bob Durst

Is this substance Natural or Synthetic? Explain (if appropriate)

It is a natural occurring substance that commercially goes through numerous chemical processes to get to it's final usable form. This processing would suggest that it be classified as synthetic.

Please comment on the accuracy of the information in the file:

The file is accurate.

This material should be added to the National List as:

__X__ Synthetic Allowed,

_____ Prohibited Natural, or

_____ This material does not belong on the National List because:

Are there any restriction or limitations that should be placed on this material by use or application on the National List?

Must be listed on the ingredient label if it used used.

Unless it is actually derived from a natural source the labeling must not indicate that it is a natural compound.

Any additional comments or references?

As with all synthetic inorganic salts, source must be food grade. In addition each lot should be analyzed for toxic element concentrations (mercury, lead, cadmium, arsenic, thallium and antimony) and a near zero tolerance adopted.

Since citrus juices are a high natural source of citric acid, it might be advisable to find a manufacturer that is willing to isolate citric acid from organically grown fruit in an organically acceptable manner, and get a natural citric acid.

Signature Robert W. Durst Date 3/4/95

NOSB Materials Database

4.

Identification

Common Name	**Citric Acid**	**Chemical Name**	B-hydroxy-tricarboxylic acid C6H8O7
Other Names	Citric Acid, Anhydrous USP/FCC		
Code #: CAS	77-92-9	**Code #: Other**	21 CFR 182-1033
N. L. Category	Synthetic Allowed	**MSDS**	◉ yes ○ no

Chemistry

Family	Aliphatic Acid
Composition	$C_6H_8O_7$
Properties	Colorless, translucent crystals, (or) white granular to fine crystalline powder, odorless, strong acid taste.
How Made	Traditionally by extraction from citrus juice, no longer commercially available. It is now extracted by fermentation of a carbohydrate substrate (often molasses) by citric acid bacteria, *Aspergillus niger* (a mold) or *Candida guilliermondii* (a yeast). Citric acid is recovered from the fermentation broth by a lime and sulfuric acid process in which the citric acid is first precipitated as a calcium salt and then reacidulated with sulfuric acid.

Use/Action

Type of Use	Processing
Specific Use(s)	Production of fruit products, juices, oils, fats etc. for pH control, flavor enhancer, flavoring agent or adjuvant, leavening agent, sequestrant, antioxidant, solvent, antimicrogial agent, surface-active agent.
Action	Optimizes stability of frozen foods by enhancing the action of antioxidants and inactivating enzymes. Brings out flavor in carbonated beverages. Acts as a synergist for antioxidants employed in inhibiting rancidity in foods containg fats and oils.
Combinations	pure substance

Status

OFPA	
N. L. Restriction	Currently considered synthetic by NOSB.
EPA, FDA, etc	FDA -GRAS
Directions	
Safety Guidelines	Eye irritant, dust may cause mild respiratory irritation.
State Differences	
Historical status	Always been allowed in organic processing and considered natural.
International status	Allowed by IFOAM, EU and Codex.

NOSB Materials Database

5.

OFPA Criteria

2119(m)1: chemical interactions Not Applicable

2119(m)2: toxicity & persistence Not Applicable

2119(m)3: manufacture & disposal consequences

Microbial fermentation –Clarification --Precipitation –Dissolution –Crystallization –Drying –Sifting –packaging. The NOSB judged that citric acid produced by natural fermentation of carbohydrate substrates and purified by the lime-sulfuric method is synthetic because the citric acid comes into contact with lime and sulfuric acid and because of the chemical change from citric acid to calcium citrate and then back to citric acid during purification.

Biomass residuals are usually recycled as animal feeds and for agriculture.

2119(m)4: effect on human health

Material has been affirmed as GRAS by FDA for use in foods. The amount of citrate added to foods by food processors is about 500 mg per person per day. This amount occurs naturally in 2 ounces of orange juice and does not constitute a significant addition to the total body load.

Long term oral over exposure may cause damage to tooth enamel. Considered an irritatant to eyes and respiratory system during manufacture and handling. Recommended use of eye and respiratory protection during handling. Oral LD50 (rat) 11,700 mg/kg; dermal (acute) tested on skin of rabbit 500mg/24 hr moderate; eye 750 mg/24hr severe. FDA tests show no effect on reproduction, teratogenicity or oncogenicity in rats.

2119(m)5: agroecosystem biology Not Applicable

2119(m)6: alternatives to substance

Lactic acid (has some taste problems and not used in infant foods).
Vinegar (strange taste in some foods).
Citrus juices.

2119(m)7: Is it compatible?

Compatible

References

1. FDA. 1977. Evaluation of the health aspects of citric acid, sodium citrate, potassium citrate, calcium citrate, ammonium citrate, triethyl citrate, isopropyl citrate, and stearyl citrate as food ingredients. SCOGS-84. Life Science Research Office, 9650 Rockville Pike, Bethesda, Maryland 20014.

2. Ag Partners of Davis, *Materials Report for Citric Acid*, 1995. Organic Trade Association, Greenfield, MA

6.

MSDS for CITRIC ACID, MONOHYDRATE Page 1

---

1 - PRODUCT IDENTIFICATION

PRODUCT NAME: CITRIC ACID, MONOHYDRATE
FORMULA: HOC(COOH)(CH2COOH)2 H2O FORMULA WT: 210.14
CAS NO.: 5949-29-1
COMMON SYNONYMS: 2-HYDROXY-1,2,3,PROPANE-TRICARBOXYLIC ACID, MONOHYDRATE
PRODUCT CODES: 0118,0120,0119,0110
EFFECTIVE: 12/01/86 REVISION #02

PRECAUTIONARY LABELLING
BAKER SAF-T-DATA(TM) SYSTEM
HEALTH - 0 NONE
FLAMMABILITY - 1 SLIGHT
REACTIVITY - 0 NONE
CONTACT - 1 SLIGHT
HAZARD RATINGS ARE 0 TO 4 (0 = NO HAZARD; 4 = EXTREME HAZARD).
LABORATORY PROTECTIVE EQUIPMENT: SAFETY GLASSES; LAB COAT

PRECAUTIONARY LABEL STATEMENTS
CAUTION
MAY CAUSE IRRITATION
DURING USE AVOID CONTACT WITH EYES, SKIN, CLOTHING. WASH THOROUGHLY AFTER HANDLING. WHEN NOT IN USE KEEP IN TIGHTLY CLOSED CONTAINER.
SAF-T-DATA(TM) STORAGE COLOR CODE: ORANGE (GENERAL STORAGE)

---

2 - HAZARDOUS COMPONENTS

COMPONENT	%	CAS NO.
CITRIC ACID, MONOHYDRATE		05949-29-1

---

3 - PHYSICAL DATA

BOILING POINT: N/A VAPOR PRESSURE(MM HG): N/A
MELTING POINT: N/A VAPOR DENSITY(AIR=1): N/A
SPECIFIC GRAVITY: 1.54 EVAPORATION RATE: N/A
(H2O=1) (BUTYL ACETATE=1)
SOLUBILITY(H2O): APPRECIABLE (MORE THAN 10 %) % VOLATILES BY VOLUME: 0
APPEARANCE & ODOR: WHITE, ODORLESS POWDER.

---

4 - FIRE AND EXPLOSION HAZARD DATA

FLASH POINT (CLOSED CUP N/A
FLAMMABLE LIMITS: UPPER - N/A % LOWER - N/A %
FIRE EXTINGUISHING MEDIA
USE WATER SPRAY, CARBON DIOXIDE, DRY CHEMICAL OR ORDINARY FOAM.

SPECIAL FIRE-FIGHTING PROCEDURES
FIREFIGHTERS SHOULD WEAR PROPER PROTECTIVE EQUIPMENT AND SELF-CONTAINED BREATHING APPARATUS WITH FULL FACEPIECE OPERATED IN POSITIVE PRESSURE MODE.

TOXIC GASES PRODUCED: CARBON MONOXIDE, CARBON DIOXIDE

---

5 - HEALTH HAZARD DATA

TOXICITY TEST RESULTS AND SAFETY AND HEALTH EFFECTS ARE LISTED FOR THE ANHYDROUS PRODUCT.

TOXICITY: LD50 (ORAL-RAT)(G/KG) - 11.7
LD50 (IPR-RAT)(MG/KG) - 883
LD50 (SCU-RAT)(MG/KG) - 5500
LD50 (ORAL-MOUSE)(MG/KG) - 5040

CARCINOGENICITY: NTP: NO IARC: NO Z LIST: NO OSHA REG: NO

EFFECTS OF OVEREXPOSURE
DUST MAY IRRITATE NOSE AND THROAT.
DUST MAY CAUSE HEADACHE, COUGHING, DIZZINESS OR DIFFICULT BREATHING.
DUST MAY IRRITATE OR BURN MUCOUS MEMBRANES.
CONTACT WITH SKIN OR EYES MAY CAUSE IRRITATION.

TARGET ORGANS: EYES, SKIN
MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE: NONE IDENTIFIED
ROUTES OF ENTRY: INHALATION, EYE CONTACT, SKIN CONTACT

EMERGENCY AND FIRST AID PROCEDURES
INGESTION: IF SWALLOWED AND THE PERSON IS CONSCIOUS, IMMEDIATELY GIVE LARGE AMOUNTS OF WATER. GET MEDICAL ATTENTION.
INHALATION: IF A PERSON BREATHES IN LARGE AMOUNTS, MOVE THE EXPOSED PERSON TO FRESH AIR. GET MEDICAL ATTENTION.
EYE CONTACT: IMMEDIATELY FLUSH WITH PLENTY OF WATER FOR AT LEAST 15 MINUTES. GET MEDICAL ATTENTION.
SKIN CONTACT: IMMEDIATELY WASH WITH PLENTY OF SOAP AND WATER FOR AT LEAST 15 MINUTES.

---

6 - REACTIVITY DATA

STABILITY: STABLE HAZARDOUS POLYMERIZATION: WILL NOT OCCUR
INCOMPATIBLES: STRONG BASES
DECOMPOSITION PRODUCTS: CARBON MONOXIDE, CARBON DIOXIDE

---

7 - SPILL AND DISPOSAL PROCEDURES

STEPS TO BE TAKEN IN THE EVENT OF A SPILL OR DISCHARGE
WEAR SUITABLE PROTECTIVE CLOTHING. CAREFULLY SWEEP UP AND REMOVE.
DISPOSAL PROCEDURE
DISPOSE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL ENVIRONMENTAL REGULATIONS.

---

8 - PROTECTIVE EQUIPMENT

VENTILATION: USE ADEQUATE GENERAL OR LOCAL EXHAUST VENTILATION TO KEEP FUME OR DUST LEVELS AS LOW AS POSSIBLE.
RESPIRATORY PROTECTION: NONE REQUIRED WHERE ADEQUATE VENTILATION CONDITIONS EXIST. IF AIRBORNE CONCENTRATION IS HIGH, USE AN APPROPRIATE RESPIRATOR OR DUST MASK.
EYE/SKIN PROTECTION: SAFETY GLASSES WITH SIDESHIELDS, NITRILE GLOVES RECOMMENDED.

9 - STORAGE AND HANDLING PRECAUTIONS

SAF-T-DATA(TM) STORAGE COLOR CODE: ORANGE (GENERAL STORAGE)
SPECIAL PRECAUTIONS
KEEP CONTAINER TIGHTLY CLOSED. SUITABLE FOR ANY GENERAL CHEMICAL STORAGE AREA.

10 - TRANSPORTATION DATA AND ADDITIONAL INFORMATION

DOMESTIC (D.O.T.)
PROPER SHIPPING NAME CHEMICALS, N.O.S. (NON-REGULATED)

INTERNATIONAL (I.M.O.)
PROPER SHIPPING NAME CHEMICALS, N.O.S. (NON-REGULATED)

9.

DOCNUM=1937

U.S. FOOD AND DRUG ADMINISTRATION
FOOD ADDITIVE SAFETY PROFILE

CITRIC ACID

CAS#:	000077929	HUMAN CONSUMPTION:	90.5367	MG/KG BW/DAY/PERSON
FASP#:	1937	MARKET DISAPPEARANCE:	106833333.333	LBS/YR
TYPE:	ASP	MARKET SURVEY:	87	
NAS#:	2306	JECFA:	NL-C	
FEMA#:	2306	JECFA ADI:		MG/KG BW/DAY/PERSON
GRAS#:	3	JECFA ESTABLISHED:	1979	
POTENTIAL BEVERAGE USE		LAST UPDATE:	931115	
FW:	192.12	DENSITY:	LOGP:	

STRUCTURE CATEGORIES: A6

COMPONENTS:

SYNONYMS:
CITRIC ACID, ANHYDROUS
2-HYDROXY-1,2,3-PROPANETRICARBOXYLIC ACID
HYDROXYTRICARBOXYLIC ACID, BETA-
1,2,3-PROPANETRICARBOXYLIC ACID, 2-HYDROXY-
ACIDE CITRIQUE

CHEMICAL FUNCTION: F

TECHNICAL EFFECT:
PH CONTROL AGENT
FLAVOR ENHANCER
FLAVORING AGENT OR ADJUVANT
LEAVENING AGENT
SEQUESTRANT
ANTIOXIDANT
SOLVENT OR VEHICLE
SURFACE-ACTIVE AGENT
ANTIMICROBIAL AGENT
ENZYME

CFR REG NUMBERS:

173.165	172.755	182.6033
182.1033	PART 133	PART 146
161.190	PART 169	PART 150
155.130	145.145	131.111
131.112	131.136	131.144
131.138	131.146	146.187
150.161	150.141	166.40
169.115	169.140	169.150
173.160	173.280	145.131
166.110	184.1033	

MINIMUM TESTING LEVEL: 3

COMMENTS: STUDY 1-12 FROM SCOGS-84

BOX 4A: LOWEST EFFECT LEVEL OBSERVED IN ALL AVAILABLE RAT OR MOUSE STUDIES

STUDY: 4 COMPLETENESS: RANKING FACTOR: 1.938E-2
SPECIES: RAT LEL: 4670 MG/KG BW/DAY
EFFECTS: CHOLESTEROL DECREASE
GLUTAMIC-OXALOACETIC TRANSAMINASE (SGOT/AST) INCREASE
ORGAN WEIGHT DECREASE
CELLULAR ATROPHY
SITES: THYMUS
SPLEEN
COMMENTS: MALES ONLY
SLIGHT ATROPHY OF THYMUS AND SPLENIC FOLLICLES
DATA FROM SCOGS-84

10.

BOX 4C: LOWEST EFFECT LEVEL OBSERVED IN ALL AVAILABLE STUDIES

STUDY: 4 COMPLETENESS: RANKING FACTOR: 1.938E-2
SPECIES: RAT LEL: 4670 MG/KG BW/DAY
EFFECTS: CHOLESTEROL DECREASE
GLUTAMIC-OXALOACETIC TRANSAMINASE (SGOT/AST) INCREASE
ORGAN WEIGHT DECREASE
CELLULAR ATROPHY
SITES: THYMUS
SPLEEN
COMMENTS: MALES ONLY
SLIGHT ATROPHY OF THYMUS AND SPLENIC FOLLICLES
DATA FROM SCOGS-84

BOX 7: ACUTE TOXICITY INFORMATION

STUDY: 2 SOURCE: J TAKEDA RES LAB 30:25-31
SPECIES: RAT YEAR: 1971
LD50: 12000 MG/KG BW
COMMENTS:

STUDY: 1 SOURCE: J TAKEDA RES LAB 30:25-31
SPECIES: MOUSE YEAR: 1971
LD50: 5000 MG/KG BW
COMMENTS:

BOX 9: ORAL TOXICITY STUDIES (OTHER THAN ACUTE)

STUDY: 3 COMPLETENESS: SOURCE: REV PORT FARM 20:41-46
TYPE: SHORT TERM YEAR: 1970
SPECIES: RAT LEL: 200 MG/KG BW/DAY
DURATION: 9 DAYS HNEL:
EFFECTS: BODY WEIGHT DECREASE
SITES:
COMMENTS: INITIAL DECREASE IN WEIGHT DID NOT PERSIST
NOT USED FOR PRIORITY RANKING

STUDY: 4 COMPLETENESS: SOURCE: J TAKEDA RES LAB 30:25-31
TYPE: SHORT TERM YEAR: 1971
SPECIES: RAT LEL: 4670 MG/KG BW/DAY
DURATION: 42 DAYS HNEL: 2260 MG/KG BW/DAY
EFFECTS: CHOLESTEROL DECREASE
GLUTAMIC-OXALOACETIC TRANSAMINASE (SGOT/AST) INCREASE
ORGAN WEIGHT DECREASE
CELLULAR ATROPHY
SITES: THYMUS SPLEEN
COMMENTS: SLIGHT ATROPHY OF THYMUS AND SPLENIC FOLLICLES

STUDY: 5 COMPLETENESS: SOURCE: J AM PHARM ASSOC SCI ED
34:86-89
TYPE: SUBCHRONIC RODENT YEAR: 1945
SPECIES: RAT LEL: > MG/KG BW/DAY
DURATION: 90 DAYS HNEL: 600 MG/KG BW/DAY
EFFECTS: NO EFFECTS
SITES:
COMMENTS: BODY WEIGHT, BLOOD, HISTOPATH AND REPRODUCTION OBSERVED

STUDY: 6 COMPLETENESS: SOURCE: J AM PHARM ASSOC SCI ED
34:86-89
TYPE: SUBCHRONIC MAMMAL (NON-RODENT) YEAR: 1945
SPECIES: DOG LEL: > MG/KG BW/DAY
DURATION: 112 DAYS HNEL: 1380 MG/KG BW/DAY
EFFECTS: NO EFFECTS
SITES:
COMMENTS: NO BEHAVIORAL, BIOCHEMICAL OR HISTOPATHOLOGICAL ABNORMALITIES

STUDY: 10 COMPLETENESS: SOURCE: GRP 7T0195 3
TYPE: TERATOGENICITY YEAR: 1973
SPECIES: RAT LEL: > MG/KG BW/DAY

11.

DURATION: 10 DAYS HNEL: 295 MG/KG BW/DAY
EFFECTS: NO EFFECTS
SITES:
COMMENTS: ADMINISTERED DAY 6-15 OF GESTATION

STUDY: 9 COMPLETENESS: SOURCE: GRP 7T0195 3
TYPE: TERATOGENICITY YEAR: 1973
SPECIES: MOUSE LEL: > MG/KG BW/DAY
DURATION: 10 DAYS HNEL: 241 MG/KG BW/DAY
EFFECTS: NO EFFECTS
SITES:
COMMENTS: ADMINISTERED DAY 6-15 OF GESTATION

STUDY: 11 COMPLETENESS: SOURCE: GRP 7T0195 3
TYPE: TERATOGENICITY YEAR: 1973
SPECIES: HAMSTER LEL: > MG/KG BW/DAY
DURATION: 5 DAYS HNEL: 272 MG/KG BW/DAY
EFFECTS: NO EFFECTS
SITES:
COMMENTS: ADMINISTERED DAY 6-10 OF GESTATION

STUDY: 12 COMPLETENESS: SOURCE: GRP 7T0195 3
TYPE: TERATOGENICITY YEAR: 1973
SPECIES: RABBIT LEL: > MG/KG BW/DAY
DURATION: 13 DAYS HNEL: 425 MG/KG BW/DAY
EFFECTS: NO EFFECTS
SITES:
COMMENTS: ADMINISTERED DAY 6-18 OF GESTATION

STUDY: 8 COMPLETENESS: SOURCE: J AGRIC FOOD CHEM 5:759-760
TYPE: RAT ONCOGENICITY YEAR: 1957
SPECIES: RAT LEL: > MG/KG BW/DAY
DURATION: 728 DAYS HNEL: 2000 MG/KG BW/DAY
EFFECTS: NO EFFECTS
SITES:
COMMENTS: MALES ONLY

STUDY: 7 COMPLETENESS: SOURCE: VOEDING 17:137-148
TYPE: REPRODUCTION (3-GENERATION) YEAR: 1956
SPECIES: RAT LEL: > MG/KG BW/DAY
DURATION: HNEL: 800 MG/KG BW/DAY
EFFECTS: NO EFFECTS
SITES:
COMMENTS:

BOX 3: GENETIC TOXICITY STUDIES

STUDY: 15 COMPLETENESS: SOURCE:
TYPE: YEAR:
SPECIES: LEL: MG/KG BW/DAY
DURATION: HNEL:
EFFECTS:
CELLS:
COMMENTS:

EXHIBIT C

WRITER'S DIRECT: 212-465-1188
cklee@leelitigation.com

August 6, 2015

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Legal Department
Monster Beverage Corporation
1 Monster Way
Corona, CA 92879

Legal Department
Hansen Beverage Company
1 Monster Way
Corona, CA 92879

Re: Demand Letter re: Hubert's® Lemonade (Blackberry Lemonade)
Hubert's® Lemonade (Cherry Limeade)
Hubert's® Lemonade (Original Lemonade)
Hubert's® Lemonade (Mango Lemonade)
Hubert's® Lemonade (Peach Lemonade)
Hubert's® Lemonade (Raspberry Lemonade)
Hubert's® Lemonade (Strawberry Lemonade)
Hubert's® Lemonade (Watermelon Habanero Lemonade)
Hubert's® Lemonade (Watermelon Lemonade)
Hubert's® Half & Half (Black Tea)
Hubert's® Half & Half (Green Tea)
Hubert's® Half & Half (Peach)
Hubert's® Half & Half (Raspberry)
(collectively, the "Products")

To Whom It May Concern:

This demand letter serves as a notice and demand for corrective action on behalf of my client, Lynn Moore and all other persons similarly situated, arising from violations of numerous provisions of California law including the Consumers Legal Remedies Act, Civil Code § 1770, including but not limited to subsections (a)(5) and (9) and violations of consumer protection laws of each of the fifty states and the District of Columbia. This demand letter serves as notice pursuant to state laws concerning your deceptive and misleading Product labeling and packaging.

You have participated in the manufacture, marketing and sale of the Hubert's® Lemonade Products. The Products are falsely and misleadingly represented as "100% Natural" on their labels even though they contain the non-natural, highly chemically and industrially processed ingredients ascorbic acid and citric acid. Such representations are false and misleading and violate consumer protection laws of each of the fifty states and the District of Columbia as well as Section 403 of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 343. As a result, the Products are misbranded.

Ms. Lynn Moore, a resident of California, purchased the Hubert's® Lemonade Products, including the Strawberry Lemonade flavor, in reliance on the natural claims on the packaging and is acting on behalf of a class defined as all persons in each of the fifty states and the District of Columbia who purchased the Products (hereafter, the "Class"). While ascorbic acid and citric acid are and can be naturally occurring ingredients, they are synthetic and/or highly chemically altered in industrially processed beverages such as Hubert's® Lemonade Products. Such ingredients were not expected by Ms. Moore, nor would they be expected by other reasonable customers, to be in products with a "100% Natural Claim" on their labels.

To cure the defects described above, we demand that you (i) cease and desist from continuing to label and package the Products as "100% Natural"; (ii) disclose on the labels of the Products the fact that ascorbic acid and citric acid are not natural; (iii) issue an immediate recall on any Products with such misrepresentations or failure to disclose required information; and (iv) make full restitution to all purchasers throughout the United States of all purchase money obtained from sales thereof.

We further demand that you preserve all documents and other evidence which refer or relate to any of the above-described practices including, but not limited to the following:

(i) All documents concerning the manufacture, labeling and packaging process for the Products;

(ii) All communications with the U.S. Food and Drug Administration concerning the product development, labeling, packaging, marketing and sales of the Products;

(iii) All documents concerning the advertisement, marketing, or sale of the Products; and

(iv) All communications with customers concerning complaints or comments concerning the Products.

We are willing to negotiate to attempt to resolve the demands asserted in this letter. If you wish to enter into such discussions, please contact me immediately. If I do not hear from you promptly, I will conclude that you are not interested in resolving this dispute short of litigation. If you contend that any statement in this letter is inaccurate in any respect, please provide us with your contentions and supporting documents promptly.

Very truly yours,

C.K. Lee, Esq.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Legal Department
Monster Beverage Corporation
1 Monster Way
Corona, CA 92879

9590 9403 0580 5183 8042 21

2. Article Number *(Transfer from service label)*

7015 0920 0000 8701 6112

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Debbie Goodman ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Legal Department
Hansen Beverage Company
1 Monster Way
Corona, CA 92879

9590 9403 0580 5183 8042 14

2. Article Number *(Transfer from service label)*

7015 0920 0000 8701 6105

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Debbie Goodman ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

7015 0920 0000 8701 6112

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

CORONA CA 92879

OFFICIAL USE

Postage	$ $3.45
Certified Fee	$2.80
Return Receipt Fee (Endorsement Required)	$0.00
Restricted Delivery Fee (Endorsement Required)	N/A
Total Postage & Fees	$ $6.74

0010
04 Postmark Here
08/07/2015

Sent To
Legal Department, Monster Beverage Corporation
Street & Apt. No., or PO Box No. 1 Monster Way
City, State, ZIP+4 Corona CA 92879

PS Form 3800, July 2014

7015 0920 0000 8701 6105

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

CORONA CA 92879

OFFICIAL USE

Postage	$ $3.45
Certified Fee	$2.80
Return Receipt Fee (Endorsement Required)	$0.00
Restricted Delivery Fee (Endorsement Required)	N/A
Total Postage & Fees	$ $6.74

0010
04 Postmark Here
08/07/2015

Sent To
Legal Department, Hansen Beverage Company
Street & Apt. No., or PO Box No. 1 Monster Way
City, State, ZIP+4 Corona CA 92879

PS Form 3800, July 2014

JS 44 (Rev. 1/2013)

CIVIL COVER SHEET

CV 15 6482

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS
Desta Tjokronolo, Lynn Moore, and John Does 1-100

GERSHON, J.

(b) County of Residence of First Listed Plaintiff Queens
(EXCEPT IN U.S. PLAINTIFF CASES)

REYES, M.J.

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
C.K. Lee, Esq., Lee Litigation Group, PLLC
30 East 39th Street, Second Floor, New York, NY 10016
Tel.: (212) 465-1188

DEFENDANTS
Monster Beverage Corporation and Hansen Beverage Company

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

SUMMONS ISSUED

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☒ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	☐ 625 Drug Related Seizure of Property 21 USC 881	☐ 422 Appeal 28 USC 158	☐ 375 False Claims Act
☐ 120 Marine	☐ 310 Airplane	☐ 365 Personal Injury - Product Liability	☐ 690 Other	☐ 423 Withdrawal 28 USC 157	☐ 400 State Reapportionment
☐ 130 Miller Act	☐ 315 Airplane Product Liability	☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability		PROPERTY RIGHTS	☐ 410 Antitrust
☐ 140 Negotiable Instrument	☐ 320 Assault, Libel & Slander	☐ 368 Asbestos Personal Injury Product Liability		☐ 820 Copyrights	☐ 430 Banks and Banking
☐ 150 Recovery of Overpayment & Enforcement of Judgment	☐ 330 Federal Employers' Liability	PERSONAL PROPERTY	LABOR	☐ 830 Patent	☐ 450 Commerce
☐ 151 Medicare Act	☐ 340 Marine	☒ 370 Other Fraud	☐ 710 Fair Labor Standards Act	☐ 840 Trademark	☐ 460 Deportation
☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)	☐ 345 Marine Product Liability	☐ 371 Truth in Lending	☐ 720 Labor/Management Relations	SOCIAL SECURITY	☐ 470 Racketeer Influenced and Corrupt Organizations
☐ 153 Recovery of Overpayment of Veteran's Benefits	☐ 350 Motor Vehicle	☐ 380 Other Personal Property Damage	☐ 740 Railway Labor Act	☐ 861 HIA (1395ff)	☐ 480 Consumer Credit
☐ 160 Stockholders' Suits	☐ 355 Motor Vehicle Product Liability	☐ 385 Property Damage Product Liability	☐ 751 Family and Medical Leave Act	☐ 862 Black Lung (923)	☐ 490 Cable/Sat TV
☐ 190 Other Contract	☐ 360 Other Personal Injury		☐ 790 Other Labor Litigation	☐ 863 DIWC/DIWW (405(g))	☐ 850 Securities/Commodities/ Exchange
☐ 195 Contract Product Liability	☐ 362 Personal Injury - Medical Malpractice		☐ 791 Employee Retirement Income Security Act	☐ 864 SSID Title XVI	☐ 890 Other Statutory Actions
☐ 196 Franchise				☐ 865 RSI (405(g))	☐ 891 Agricultural Acts
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	IMMIGRATION	FEDERAL TAX SUITS	☐ 893 Environmental Matters
☐ 210 Land Condemnation	☐ 440 Other Civil Rights	Habeas Corpus:	☐ 462 Naturalization Application	☐ 870 Taxes (U.S. Plaintiff or Defendant)	☐ 895 Freedom of Information Act
☐ 220 Foreclosure	☐ 441 Voting	☐ 463 Alien Detainee	☐ 465 Other Immigration Actions	☐ 871 IRS—Third Party 26 USC 7609	☐ 896 Arbitration
☐ 230 Rent Lease & Ejectment	☐ 442 Employment	☐ 510 Motions to Vacate Sentence			☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
☐ 240 Torts to Land	☐ 443 Housing/ Accommodations	☐ 530 General			☐ 950 Constitutionality of State Statutes
☐ 245 Tort Product Liability	☐ 445 Amer. w/Disabilities - Employment	☐ 535 Death Penalty			
☐ 290 All Other Real Property	☐ 446 Amer. w/Disabilities - Other	Other:			
	☐ 448 Education	☐ 540 Mandamus & Other			
		☐ 550 Civil Rights			
		☐ 555 Prison Condition			
		☐ 560 Civil Detainee - Conditions of Confinement			

2015 NOV 12 PM 1:13
U.S. DISTRICT COURT EASTERN DISTRICT OF NEW YORK
FILED CLERK

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
28 U.S.C. 1332(d); New York General Business Law Section 349
Brief description of cause:
Deceptive and unfair trade practices

VII. REQUESTED IN COMPLAINT:
☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND $
CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY *(See instructions)*:
JUDGE DOCKET NUMBER

DATE 11-12-15
SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

4653094857

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of $150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, C.K. Lee, counsel for Plaintiffs, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

☒ monetary damages sought are in excess of $150,000, exclusive of interest and costs,

☒ the complaint seeks injunctive relief,

☐ the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more or its stocks:

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County: No

2.) If you answered "no" above:
a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? No

b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? Yes

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County?

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

☒ Yes ☐ No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

☐ Yes (If yes, please explain) ☒ No

I certify the accuracy of all information provided above.

Signature: