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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 12 **ORANGE COUNTY – CIVIL COMPLEX CENTER**

13 **ROBERT CHESNUT,**
 14 **Individually and On Behalf of**
 15 **All Others Similarly Situated,**

16 **Plaintiff,**

17 **v.**

18 **RALPHS GROCERY**
 19 **COMPANY,**

20 **Defendant.**

21 **Case No.:30-2023-01361799-CU-BT-CXC**

22 **FIRST AMENDED CLASS ACTION**
 23 **COMPLAINT FOR DAMAGES**
 24 **AND INJUNCTIVE RELIEF FOR**
 25 **VIOLATIONS OF:**

- 26 **1) CALIFORNIA CONSUMER**
LEGAL REMEDIES ACT
(“CLRA”), CAL. CIV. CODE §§
1750, ET SEQ.;
- 27 **2) CALIFORNIA’S UNFAIR**
COMPETITION LAW (“UCL”),
CAL. BUS. & PROF. CODE §§
17200, ET SEQ.; and
- 28 **3) UNJUST ENRICHMENT.**

JURY TRIAL DEMANDED

29 Plaintiff Robert Chesnut (“Plaintiff”) brings this Complaint by and through
 30 his attorneys and on behalf of all others similarly situated, against defendant Ralphs
 31 Grocery Company (“Ralphs” or “Defendant”) and alleges upon information and
 32

1 belief as follows:

2 **INTRODUCTION**

3 1. Due in part to the COVID-19 pandemic and the resulting inflation, consumer
4 food prices have had the biggest increase since 1979.¹

5 2. As inflation persisted into 2022 and 2023, manufacturers and retailers were
6 forced to pay more for both raw materials and labor.

7 3. To avoid deterring shoppers, however, companies did not want to hike prices.

8 4. Instead, they maintained a similar price point by subtly making their products
9 smaller resulting in the phenomenon known as “Shrinkflation.”

10 5. For instance, Walmart Great Value Paper Towels dropped from 168 sheets
11 per roll to only 120, while the price stayed the same.²

12 6. Likewise, General Mills shrunk its “family size” boxes from 19.3 ounces to
13 18.1 ounces – a drop of nearly 10%.³

14 7. As brands cleverly hid growing prices by selling smaller amounts of their
15 product for the same price as before, consumers began to take notice.

16 8. For instance, TikTok users have been posting about the trend, encouraging
17 shoppers to look more closely at the weights of what they buy and make sure they’re
18 still getting value for money. Some of these videos are getting hundreds of thousands
19 of views.⁴

20 9. Similarly, Yelp indicated that shoppers and diners have started to post reviews
21 referencing smaller portion sizes, too. The site said that hot dogs, burgers, and pizzas
22 were the food categories where reviewers mentioned shrinkflation the most.⁵

24 ¹ <https://www.bls.gov/news.release/cpi.nr0.htm>

25 ² <https://www.washingtonpost.com/business/2021/06/01/package-sizes-shrink-inflation/>

26 ³ [https://www.npr.org%2Fsections%2Fmoney%2F2021%2F07%2F06%2F1012409112%2Fbeware-of-shrinkflation-inflations-devious-cousin&xs=1&xtz=300&xuuiid=d70dde9373dae3d679f0ee09e7b2f095&xjsf=other_click__auxlick%20%5B2%5D](https://www.npr.org%2Fsections%2Fmoney%2F2021%2F07%2F06%2F1012409112%2Fbeware-of-shrinkflation-inflations-devious-cousin&xs=1&xtz=300&xuuiid=d70dde9373dae3d679f0ee09e7b2f095&xjsf=other_click__auxclick%20%5B2%5D)

27 ⁴ <https://www.tiktok.com/discover/Shrinkflation>

28 ⁵ <https://www.yelpeconomicaverage.com/yea-q2-2022.html>

1 10. Due to the sharp increase in food prices and these shrinkflation tactics, grocery
2 shoppers and consumers are examining their receipts closer than ever before.⁶

3 11. One such examination led Plaintiff to discover that Ralphs Grocery stores, one
4 of California's largest supermarket chains, has been unlawfully charging California
5 Redemption Value for certain *exempted* products.

6 12. Plaintiff learned that several Ralphs Stores were unlawfully charging this fee
7 whereas its biggest competitor, Stater Market Bros., *was not*.

8 13. Upon good information and belief, Ralphs has unlawfully charged thousands
9 and thousands of California residents with a CRV on these exempted products *for*
10 *years*.

11 14. Plaintiff seeks to stop these deceptive, unlawful practices.

12 15. Unless otherwise indicated, the use of Defendant's names in this Complaint
13 include all agents, employees, officers, members, directors, heirs, successors,
14 assigns, principals, trustees, sureties, subrogees, representatives, and insurers of the
15 Defendant, respectively.

16 **JURISDICTION AND VENUE**

17 16. Subject matter jurisdiction is proper in this Court for the California statutory
18 causes of action.

19 17. This Court has personal jurisdiction over Defendant because Defendant
20 conducts business in the County of Orange, in the State of California; and Plaintiff
21 was injured in the County of Orange, where Plaintiff resides.

22 18. Venue is proper.

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26 ⁶ <https://www.businessinsider.com/shrinkflation-grocery-stores-pringles-cereal-candy-bars-chocolate-toilet-paper-cadbury-2021-7#frito-lay-shrank-bags-of-some-of-its-doritos-from-975-ounces-to-925-ounces-bags-in-both-of-these-sizes-as-well-as-some-95-ounce-bags-are-currently-for-sale-at-target-for-the-same-price-we-took-just-a-little-bit-out-of-the-bag-so-we-can-give-you-the-same-price-and-you-can-keep-enjoying-your-chips-a-frito-lay-spokesperson-told-quartz-1>
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PARTIES

1
2 19. Plaintiff Chesnut is, and at all times mentioned herein a natural person,
3 individual citizen and resident of County of Orange, California, in this judicial
4 district.

5 20. Upon information and belief, Ralphs is a domestic corporation with its
6 principal place of business located at 1100 W Artesia Blvd, Compton, CA 90220.

7 **FACTUAL ALLEGATIONS**

8 21. By the end of 1983, nine states had passed mandatory beverage deposit
9 legislation or “bottle bills” to reduce litter and to enhance resource recovery.

10 22. In 1986, California passed the Beverage Container Recycling and Litter
11 Reduction Act (Division 12.1 was added by Chapter 1290 (AB 2020), Statutes of
12 1986; effective September 29, 1986) (hereinafter the “Act”).

13 23. The Act was designed to “encourage increased, and more convenient,
14 beverage container redemption opportunities for all consumers.” §14501(a).

15 24. Under the Act, California consumers pay a cash fee known as a California
16 Redemption Value (“CRV”) for each qualifying beverage container made from
17 Aluminum, Plastic, or Glass.

18 25. For these qualifying beverages, consumers pay 5 cents for containers less than
19 24 ounces and 10 cents for containers over 24 ounces to certain qualifying “dealers.”

20 26. Under the Act, a “dealer” is a retail establishment that offers the sale the
21 qualifying CRV beverages to consumers for off-site consumption. Examples of
22 dealers include, but are not limited to, supermarkets, community markets, gas marts,
23 convenience stores, liquor stores, membership bulk stores and health food stores.
24 *See* PRC § 14510.

25 27. Section 14504 of the Act also defines the qualifying beverages that are
26 covered by the Act.

27 28. Specifically, a “beverage” is any of the following products if those products
28 are in liquid, ready-to-drink form, and are intended for human consumption:

- 1 • Beer and other malt beverages;
- 2 • Wine and distilled spirit coolers;
- 3 • Carbonated water, including soda and carbonated mineral water;
- 4 • Noncarbonated water, including noncarbonated mineral water;
- 5 • Carbonated soft drinks;
- 6 • Noncarbonated soft drinks and “sport” drinks;
- 7 • Noncarbonated fruit drinks that contain any percentage of fruit juice;
- 8 • Coffee and tea drinks;
- 9 • Carbonated fruit drinks; and
- 10 • Vegetable juice in beverage containers 16 ounces or less.

11 29. The following examples are some of the common *non-CRV* items on which
12 CRV should **NOT** be charged:

- 13 • Products not intended for human consumption;
- 14 • Products not in liquid or ready-to-drink form;
- 15 • Beverages in containers not made of aluminum, glass, plastic or
16 bimetal;
- 17 • Distilled spirits;
- 18 • Wine;
- 19 • Milk;
- 20 • Medical food;
- 21 • Infant formula;
- 22 • **100 percent fruit juice in containers 46 ounces or greater;** and
- 23 • 100 percent vegetable juice in containers above 16 ounces.

24 30. In early February 2023, Sen. Bill Dodd of Napa, California introduced SB
25 353, a new law that sought to expand the application of the Act.

26 31. Beginning January 1, 2024, this law expands the application of the Act to *any*
27 size container of 100% fruit juice and any size container of vegetable juice.

1 32. On October 13, 2023, California Governor Gavin Newsom signed SB 353 into
2 law to go into effect on January 1, 2024.

3 33. As such, 100 percent fruit juice in containers 46 ounces or greater are **not**
4 covered by the Act until **2024**.

5 **Ralphs Markets**

6 34. Ralphs Grocery Company was founded in 1873 in Los Angeles by George
7 Albert Ralphs and his brother, Walter Benjamin Ralphs.⁷

8 35. Family owned until 1968, Ralphs went through two complicated mergers to
9 arrive at its high-profile status within the food retailing industry, eventually
10 becoming a unit of food retailing giant and the Cincinnati-based Kroger Company.⁸

11 36. Today, Ralphs is the largest food retailer in Southern California as well as the
12 largest subsidiary of the Kroger Company.⁹

13 37. Ralphs operates over 400 supermarket stores throughout California, offering
14 tens of thousands of products to its customers, with many of those products presented
15 under Ralphs private label.¹⁰

16 **PLAINTIFF’S FACTUAL ALLEGATIONS**

17 38. Plaintiff lives in Southern California.

18 39. Plaintiff regularly shops for food and beverages at Ralphs.

19 40. When shopping for beverages, Plaintiff typically purchases different flavors
20 of Ocean Spray, 100% fruit juice in 64 fluid ounce containers (the “Juice”).

21 41. Because these 100 percent fruit juices are purchased in containers that are 46
22 ounces or greater, CRV should **not** be charged on the Juice under the Act.

23 42. During several visits to Ralphs in September 2023, Plaintiff discovered that
24 he was indeed being charged 10 cent CRV (“Unlawful CRV”) on the Juice.

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26 _____
27 ⁷ <https://www.groceteria.com/store/regional-chains/ralphs/>

28 ⁸ http://www.fundinguniverse.com/company-histories/ralphs-grocery-company-history/#google_vignette

⁹ *Id.*

¹⁰ *Id.*

1 43. Specifically, Plaintiff purchased the same Juice at Ralphs main competitor,
2 Stater Bros. Markets (“Stater”).

3 44. When Plaintiff reviewed the Stater receipt, he discovered that Stater was *not*
4 charging the Unlawful CRV for the exact same Juice.

5 45. Unlike the Ralphs locations, Stater was following the Act.

6 46. Thereafter, Plaintiff purchased additional Juice at the Ralphs Market located
7 on 12470 Seal Beach Boulevard (“Seal Beach Location”).

8 47. Once again, Plaintiff was being charged the Unlawful CRV at the Seal Beach
9 Location and thus, Plaintiff asked the cashier about the same.

10 48. The cashier at the Seal Beach Location replied that the Ralphs point of sale
11 system was automatically programmed to charge the Unlawful CRV.

12 49. After reviewing his receipts, Plaintiff discovered that he was being charged
13 the Unlawful CRV on *several* Juice purchases at the Seal Beach Location.

14 50. These receipts expressly identified the retail price of the Juice of \$4.99 and
15 immediately below each Juice the receipt indicated a charge of “0.10” for “CA
16 REDEM VAL.”

17 51. Thereafter, Plaintiff purchased two of the exact same Juices at the Ralphs
18 located at 4033 Ball Road, Cypress California (“Cypress Location”).

19 52. Just like the Seal Beach Location, the Cypress Location was also charging a
20 “0.10” for “CA REDEM VAL” for the Juice.

21 53. And thus, upon good information and belief, the point of sale systems for
22 hundreds of Ralphs locations in California have been charging the Unlawful Fee for
23 the Juice.

24 54. Based on the foregoing, Defendant has been unlawfully charging thousands
25 upon thousands if not millions of California consumers with the Unlawful CRV on
26 the exempted Juice for years.

27 55. Plaintiff brings this action to stop such deceptive and unfair practices.
28

1 **CLASS ALLEGATIONS**

2 56. Plaintiff brings this action on behalf of himself and on behalf of all other
3 persons similarly situated. Plaintiff is a member of and seeks to represent a Class,
4 pursuant to California Code of Civil Procedure § 382, defined as:

5 All California citizens who purchased any beverage set
6 forth in California Code § 14504 (b)(1)-(4) and were
7 charged a CRV Fee at a Ralphs supermarket located in
8 California.

9 57. Additionally, Plaintiff is a member of and seeks to represent a Sub-Class,
10 pursuant to California Code of Civil Procedure § 382, defined as:

11 All California citizens who purchased one hundred percent
12 fruit juice in containers that were 46 ounces or more in
13 volume and were charged a 10 cent CRV Fee at a Ralphs
14 supermarket located in California.

15 58. Excluded from the Classes are Defendant’s officers, directors, and employees;
16 any entity in which Defendant has a controlling interest; and the affiliates, legal
17 representatives, attorneys, successors, heirs, and assigns of Defendant. Further
18 excluded from the Classes are members of the judiciary to whom this case is
19 assigned, their families, and members of their staff.

20 59. Plaintiff reserves the right to modify the proposed class definitions, including
21 but not limited to expanding the class to protect additional individuals and to assert
22 additional sub-classes as warranted by additional investigation.

23 60. Numerosity: The members of the Classes are so numerous that joinder of all
24 of them is impracticable. While the exact number of Members of Class are unknown
25 to Plaintiff at this time, based on information and belief, the Classes consists of
26 thousands of individuals nationwide and also within California.

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1 //

2 61. Commonality: There are questions of law and fact common to the Classes,
3 which predominate over any questions affecting only individual Class Members.
4 These common questions of law and fact include, without limitation:

5 a. The nature, scope, and operations of the wrongful practices of
6 Defendant;

7 b. Whether Defendant negligently or intentionally misrepresented
8 and/or omitted the fact that Plaintiff and Class Members did not owe
9 CRV on any beverage set forth in California Code § 14504 (b)(1)-(4);

10 c. Whether Defendant negligently or intentionally misrepresented
11 and/or omitted the fact that Plaintiff and Class Members did not owe
12 the Unlawful CRV on the Juice;

13 d. Whether Defendant knew or should have known that its business
14 practices were unfair and/or unlawful;

15 e. Whether the conduct of Defendant violated the CLRA;

16 f. Whether the conduct of Defendant was “unlawful” as that term
17 is defined in the UCL;

18 g. Whether the conduct of Defendant was “unfair” as that term is
19 defined in the UCL;

20 h. Whether Defendant was unjustly enriched by its failure to
21 provide Plaintiff and Class members with a refund;

22 i. Whether Plaintiff and Class members suffered monetary
23 damages as a result of Defendant’s conduct and, if so, the appropriate
24 amount of damages; and

25 j. Whether Plaintiff and Class Members are entitled to injunctive
26 relief, including public injunctive relief.

27 62. Typicality: Plaintiff’s claims are typical of those of the Classes. Plaintiff and
28 all members of the Classes have been injured by the same wrongful practices of

1 Defendant. Plaintiff's claims arise from the same course of conduct that gave rise
2 to the claims of the Classes and are based on the same legal theories.

3 63. Adequacy of Representation: Plaintiff will fairly and adequately represent
4 and protect the interests of Class Members. Plaintiff's Counsel are competent and
5 experienced in litigating consumer class actions. Plaintiff has retained counsel
6 experienced in consumer protection law, including complex class action litigation.
7 Plaintiff has no adverse or antagonistic interests to those of the Class and will fairly
8 and adequately protect the interests of the Classes. Plaintiff's attorneys are aware
9 of no interests adverse or antagonistic to those of Plaintiff and the proposed Classes.

10 64. Predominance: Defendant has engaged in a common course of conduct
11 toward Plaintiff and Class Members, in that Plaintiff and Class Members were
12 wrongfully charged CRV on beverages set forth in California Code § 14504 (b)(1)-
13 (4). Defendant has also engaged in a common course of conduct toward Plaintiff
14 and the SubClass Members, in that Plaintiff and these Class Members were
15 wrongfully charged the Unlawful CRV on exempted products under the Act. The
16 common issues arising from Defendant's conduct affecting Class Members set out
17 above predominate over any individual issues. Adjudication of these common
18 issues in a single action has important and desirable advantages of judicial
19 economy.

20 65. Superiority: A class action is superior to other available methods for the fair
21 and efficient adjudication of the controversy. Class treatment of common questions
22 of law and fact is superior to multiple individual actions or piecemeal litigation.
23 Absent a Class action, most Class Members would likely find that the cost of
24 litigating their individual claims is prohibitively high and would therefore have no
25 effective remedy. The prosecution of separate actions by individual Class Members
26 would create a risk of inconsistent or varying adjudications with respect to
27 individual Class Members, which would establish incompatible standards of
28 conduct for Defendant. In contrast, the conduct of this action as a Class action

1 presents far fewer management difficulties, conserves judicial resources and the
2 parties' resources, and protects the rights of each Class Member.

3 66. Defendant has acted on grounds that apply generally to the Classes, so that
4 class certification is appropriate.

5 67. Notice: Plaintiff anticipates providing direct notice to the Class and Sub-
6 Class for purposes of class certification, via U.S. Mail and/or email, based upon
7 Defendant's and/or Defendant's agents' records and publication.

8
9 **FIRST CAUSE OF ACTION**

10 **Violations of the Consumer Legal Remedies Act ("CLRA")**

11 **(Cal. Civ. Code § 1750, *et seq.*)**

12 **(On Behalf of Plaintiff and the Class)**

13 68. Plaintiff realleges and incorporates herein by reference the allegations
14 contained in all preceding paragraphs, and further allege as follows:

15 69. Plaintiff brings this claim individually and on behalf of the members of the
16 proposed Class against Defendant.

17 70. The CLRA provides "consumers" with a private right of action for "unfair
18 methods of competition" and "unfair or deceptive acts or practices" in connection
19 with "a transaction intended to result or that results in the sale or lease of goods or
20 services."

21 71. The CLRA applies to both actions and material omissions by a defendant.

22 72. Section 1760 makes clear that the CLRA "shall be liberally construed and
23 applied to promote its underlying purposes, which are to protect consumers against
24 unfair and deceptive business practices and to provide efficient and economical
25 procedures to secure such protection." *Id.* § 1760.

26 73. The CLRA prohibits "unfair methods of competition and unfair or deceptive
27 acts or practices . . . undertaken by any person in a transaction intended to result or
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1 that results in the sale or lease of goods or services to any consumer . . .” Cal. Civ.
2 Code § 1770(a).

3 74. Defendant is a “[p]erson,” as that term is defined in Cal. Civ. Code § 1761(c),
4 because it is a “corporation” or “other group, however organized.”

5 75. Plaintiff and putative Class Members are all “[c]onsumer[s],” as that term is
6 defined in Cal. Civ. Code § 1761(d), because they are “individual[s] who seek[] or
7 acquire[], by purchase or lease, any goods or services for personal, family, or
8 household purposes.”

9 76. Defendant offered “[s]ervices,” as that term is defined by Cal. Civ. Code §
10 1761(b), because it offered “services for other than a commercial or business use,
11 including services furnished in connection with the sale . . . of goods” when it offered
12 Plaintiff and Class members the beverages set forth in California Code, PRC § 14504
13 (b)(1)-(4), i.e. exempted products under the Act for sale.

14 77. Defendant offered “[s]ervices,” as that term is defined by Cal. Civ. Code §
15 1761(b), because it offered “services for other than a commercial or business use,
16 including services furnished in connection with the sale . . . of goods” when it offered
17 Plaintiff and Class members the Juice, i.e. the exempted product under the Act for
18 sale.

19 78. Plaintiff and Class Members engaged in “[t]ransactions” with Defendant, as
20 that term is defined in Cal. Civ. Code § 1761(e), because there was “an agreement
21 between [Plaintiff and Class Members] and [Defendant],” whereby Defendant sold
22 the beverages set forth in California Code, PRC § 14504 (b)(1)-(4) in exchange for
23 monies.

24 79. Plaintiff and Class Members engaged in “[t]ransactions” with Defendant, as
25 that term is defined in Cal. Civ. Code § 1761(e), because there was “an agreement
26 between [Plaintiff and Class Members] and [Defendant],” whereby Defendant sold
27 the Juice in exchange for monies.

1 80. Defendant knew, and/or had reason to know, that a CRV fee should not be
2 charged on the beverages set forth in California Code, PRC § 14504 (b)(1)-(4).

3 81. Defendant knew, and/or had reason to know, that a CRV fee should not be
4 charged on “100 percent fruit juice in containers 46 ounces or greater.”

5 82. Defendant violated the CLRA, as it relates to Plaintiff and Class Members by:
6 (i) representing that its goods and services had characteristics, uses, benefits, and/or
7 quantities that they do not have, Cal. Civ. Code § 1770(a)(5); (ii) advertising goods
8 and services with the intent not to sell them as advertised, Cal. Civ. Code §
9 1770(a)(9); and (iii) representing that a transaction involves obligations that it does
10 not have or involve, Cal. Civ. Code § 1770(a)(14).

11 83. Particularly, Defendant represented Plaintiff and Class Members that
12 purchasing the beverages set forth in California Code, PRC § 14504 (b)(1)-(4)
13 required the payment of CRV.

14 84. Particularly, Defendant represented Plaintiff and Class Members that
15 purchasing the Juice required the payment of CRV.

16 85. Plaintiff and Class Members all relied on Defendant’s representation that they
17 were obligated to pay CRV on the beverages set forth in California Code, PRC §
18 14504 (b)(1)-(4) as well as the Juice even though these products was exempted from
19 coverage of the Act.

20 86. Upon information and belief, Defendant disseminated several advertisements
21 on its website and stores misrepresenting to Plaintiff and members of both Classes
22 that they were required to pay CRV on these products.

23 87. Upon information and belief, Defendant violated the CLRA with the
24 awareness of the fact that the conduct alleged was wrongful under California law,
25 and Defendant was motivated solely by its own self-interest, monetary gain, and
26 increased profits.

1 88. Defendant knew, or reasonably should have known, that harm was likely to
2 result to Plaintiff and the Classes. Defendant engaged in such unfair and deceptive
3 conduct notwithstanding such knowledge.

4 89. Plaintiff and Class members all suffered actual monetary harm as a direct and
5 proximate result of Defendant's CLRA violations, as they were forced to pay the
6 CRV on the beverages set forth in California Code, PRC § 14504 (b)(1)-(4) as well
7 as the Juice.

8 90. Pursuant to Cal. Civ. Code § 1782(a), on or about November 16, 2023,
9 Plaintiff's counsel notified Defendant in writing particular violations of § 1770 of
10 the CLRA and demanded that it rectify the problems associated with the actions
11 detailed above and give notice to all affected consumers of Defendant's intent to act.

12 91. Such notice of violation and demand for corrective action was sent to
13 Defendant via certified mail, return receipt requested.

14 92. Plaintiff's November 16, 2023 notice of violation and demand for corrective
15 action pursuant to California Civil Code § 1782(a) was received by Defendant at its
16 principal place of business / corporate offices in Compton, California on or about
17 November 20, 2023 pursuant to Cal. Civ. Code § 1782(a).

18 93. Defendant failed, within 30 days of receipt of Plaintiff's demand, to provide
19 Plaintiff with an appropriate correction, repair, replacement, or other remedy and
20 has offered no relief or cure for the Class Members. In fact, Defendant has not
21 provided any response to Plaintiff's CLRA demand.

22 94. Under Cal. Civ. Code § 1780(a) and (b), Plaintiff and Class Members are
23 entitled to injunctive relief, including public injunctive relief prohibiting such
24 conduct in the future.

25 95. Pursuant to § 1782 (e), Plaintiff and Class Members assert claims for damages
26 and attorneys' fees and costs.

27 Attached hereto as **Exhibit A** is a sworn declaration from Plaintiff Chesnut pursuant
28 to California Civil Code § 1780(d).

1 misrepresenting and/or omitting the fact from consumers that they were required to
2 by CRV on exempted products under the Act.

3 104. Defendant’s acts and practices offend an established public policy of
4 transparency when it comes to advertising goods and services, and are immoral,
5 unethical, oppressive, and unscrupulous activities that are substantially injurious to
6 consumers.

7 105. The harm to Plaintiff and Class Members grossly outweighs the utility of
8 Defendant’s practices. Indeed, Plaintiff alleges that there is no utility of Defendant’s
9 conduct that justifies the practices alleged with specificity herein.

10
11 ***“Unlawful” Prong***

12 106. A business act or practice is “unlawful” under the UCL if it violates any other
13 law or regulation.

14 107. Defendant’s acts and practices alleged above constitute unlawful business acts
15 or practices as they have violated the plain language of the CLRA as described herein
16 as well as the Act.

17 108. The violation of any law constitutes as “unlawful” business practice under the
18 UCL.

19 109. These acts and practices alleged were intended to or did result in violations of
20 the CLRA.

21 110. Defendant’s practices, as set forth above, have misled Plaintiff and Class
22 Members, and the public in the past and will continue to mislead them in the future.
23 Consequently, the practices of Defendant constitute unfair and unlawful business
24 practices within the meaning of the UCL.

25 111. Pursuant to the UCL, Plaintiff and the Class are entitled to preliminary and
26 permanent injunctive relief and order Defendant to cease this unfair and unlawful
27 competition, as well as disgorgement and restitution to Plaintiff and the Class of all
28

1 the revenues associated with this unfair and unlawful competition, or such portion
2 of said revenues as the Court may find applicable.

3 112. Additionally, Plaintiff and the members of the Classes seek an order requiring
4 Defendant to pay attorneys' fees pursuant to Cal. Civ. Code § 1021.5.

5
6 **THIRD CAUSE OF ACTION**
7 **Unjust Enrichment**
8 **(On Behalf of Plaintiff and the Class)**

9 113. Plaintiff realleges and incorporates herein by reference the allegations
10 contained in all preceding paragraphs, and further allege as follows:

11 114. Plaintiff brings this claim individually and on behalf of the members of the
12 Class against Defendant.

13 115. Under California law, the elements of unjust enrichment are receipt of a
14 benefit and unjust retention of the benefit at the expense of another.

15 116. Plaintiff and Class Members conferred non-gratuitous benefits upon
16 Defendant by paying the Monies for the Juice.

17 117. Plaintiff and Class Members allege that Defendant owes them money for the
18 conduct alleged herein.

19 118. An undue advantage was taken from Plaintiff's and Class Members' lack of
20 knowledge of the deception, whereby money was extracted to which Defendant had
21 no legal right. Defendant is therefore indebted to Plaintiff and Class Members in a
22 sum certain, specifically CRV charged on beverage set forth in California Code §
23 14504 (b)(1)-(4).

24 119. An undue advantage was taken from Plaintiff's and Class Members' lack of
25 knowledge of the deception, whereby money was extracted to which Defendant had
26 no legal right. Defendant is therefore indebted to Plaintiff and Class Members in a
27 sum certain, specifically the 10 cent CRV charged on purchases of the Juice.

1 120. Defendant is therefore indebted to Plaintiff and Class Members in a sum
2 certain for money had and received by Defendant, which Defendant in equity and
3 good conscience should not retain.

4 121. Defendant is therefore liable to Plaintiff and Class Members in the amount
5 unjustly enriched.

6 122. Defendant's retention of any benefit collected directly and indirectly from
7 Plaintiff and Class Members violates principles of justice, equity, and good
8 conscience. As a result, Defendant has been and continues to be unjustly enriched.

9 123. Plaintiff and Class Members are entitled to recover from Defendant all
10 amounts that Defendant has wrongfully and improperly obtained, and Defendant
11 should be required to disgorge to Plaintiff and Class Members the benefits it has
12 unjustly obtained.

13 124. Defendant accepted or retained such benefits with knowledge that the rights
14 of Plaintiff and Class Members were being violated for financial gain. Defendant
15 has been unjustly enriched in retaining the revenues and profits from Plaintiff and
16 Class Members, which retention under these circumstances is unjust and inequitable.

17 125. As a direct and proximate result of Defendant's unlawful practices and
18 retention of the monies paid by Plaintiff and Class Members, Plaintiff and Class
19 Members have all suffered concrete harm and injury.

20 126. Defendant's retention of the non-gratuitous benefits on them by Plaintiff and
21 Class Members would be unjust and inequitable.

22 127. Plaintiff and Class Members are entitled to seek disgorgement and restitution
23 of wrongful profits, revenue, and benefits conferred upon Defendant in a manner
24 established by this Court.

25 128. Plaintiff and Class Members request the Court enter an order awarding them
26 restitution, rescission, and or/damages, and that they are entitled to recover their
27 reasonable attorneys' fees.

1 129. Plaintiff and Class Members therefore also seek pre-and-post judgment
2 interest and attorneys' fees and costs as allowed by statute, including without
3 limitation those recoverable under Cal. Civ. Proc. Code § 1021.5, any common law
4 "private attorney general" equitable doctrine, any "common fund" doctrine, any
5 "substantial benefit" doctrine, and/or any equitable principles of contribution and/or
6 other methods of awarding attorneys' fees and costs.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays for relief and judgment against Defendant as
9 follows:

- 10 • Class certification of this action;
- 11 • Appointment of Plaintiff as Class Representative;
- 12 • Appointment of Plaintiff's attorneys as Class Counsel;
- 13 • An award of actual damages, in an amount to be determined at trial;
- 14 • Injunctive and other equitable relief against Defendant as necessary to protect
15 the interests of Plaintiff and other Class Members, and an order prohibiting
16 Defendant from engaging in unlawful and/or unfair acts described above,
17 including public injunctive relief;
- 18 • An order of restitution from Defendant;
- 19 • An order for actual damages, injunctive relief, restitution, and punitive
20 damages pursuant to California Code of Civil Procedure § 1780;
- 21 • An order declaring Defendant's conduct as unlawful;
- 22 • Costs of Suit;
- 23 • Pre- and post-judgment interest;
- 24 • An award of reasonable attorneys' fees; and
- 25 • Any other relief the Court may deem just and proper, including interest.

26 **DEMAND FOR TRIAL BY JURY**

27 130. Plaintiff, individually and on behalf of all others similarly situated, hereby
28 demands a jury trial on all claims so triable.

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Dated: December 22, 2023

Respectfully submitted,
KAZEROUNI LAW GROUP, APC

By: /s/ Abbas Kazerounian
Abbas Kazerounian, Esq.
ATTORNEYS FOR PLAINTIFF

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Ralphs Hit with Class Action in California Over Allegedly Unlawful Beverage Container Recycling Fees](#)
