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21 *Attorneys for Plaintiff*

22 **IN THE UNITED STATES DISTRICT COURT**

23 **FOR THE DISTRICT OF ARIZONA**

24 Ralph Milan, individually and on behalf  
25 of all others similarly situated,

26 Plaintiff,

27 v.

28 SFM, LLC, a Delaware limited liability  
company,

Defendant.

Case No.:

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiff Ralph Milan (“Plaintiff”), on behalf of himself and all others similarly  
2 situated, brings this class action against Defendant SFM, LLC (“Sprouts” or  
3 “Defendant”) based on Sprouts’ false and deceptive advertising and labeling of its  
4 Avocado Oil Products. Plaintiff makes the following allegations based on the  
5 investigation of his counsel, and on information and belief, except as to allegations  
6 pertaining to Plaintiff individually, which are based on his personal knowledge.

### 7 **INTRODUCTION**

8 1. During the statute of limitations period, Sprouts has marketed, labeled,  
9 advertised, and sold Sprouts brand Avocado Oil (the “Class Products”) to consumers.

10 2. The packaging of the Class Products unequivocally states that the oil is  
11 “Avocado Oil” (the “*Avocado Oil Representation*”).

12 3. Reasonable consumers believe, based on the *Avocado Oil*  
13 *Representation*, that the Class Products are pure avocado oil, meaning that the only  
14 ingredient in the Class Products is avocado oil. However, unbeknownst to consumers,  
15 the Class Products are adulterated with other oils.

16 4. Plaintiff seeks relief in this action individually, and on behalf of all other  
17 similarly situated individuals who purchased the falsely and deceptively labeled Class  
18 Products during the statute of limitations period, for violations of California’s False  
19 Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.*, California’s Unfair  
20 Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, California’s Consumers  
21 Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*, breach of express and implied  
22 warranty (Cal. Com. Code §§ 2313-2314), and intentional misrepresentation (i.e.,  
23 common law fraud).

### 24 **JURISDICTION AND VENUE**

25 5. This Court has jurisdiction over this action pursuant to the Class Action  
26 Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332(d)(2). The matter in controversy,  
27 exclusive of interest and costs, exceeds the sum or value of \$5,000,000, and there is  
28 diversity of citizenship between some members of the proposed Classes and Sprouts.

1 Sprouts' sole member is Sprouts Farmers Markets Holdings, LLC. The sole member  
2 of Sprouts Farmers Markets Holdings, LLC is Sprouts Farmers Markets, Inc., an entity  
3 incorporated in Delaware with its principal place of business in Arizona.

4 6. This Court has personal jurisdiction over Sprouts because Sprouts'  
5 headquarters and principal place of business is located at 5455 E. High Street, Suite  
6 111, Phoenix, Arizona 85054.

7 7. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1)  
8 because Sprouts is a resident of Arizona.

9 **PLAINTIFF**

10 8. Plaintiff is a citizen and resident of the United States and the State of  
11 California. He currently resides in Santa Ana, California.

12 9. Plaintiff purchased the Class Products while residing in California from  
13 a Sprouts near his residence in Santa Ana within the past three years. Plaintiff saw and  
14 relied on the *Avocado Oil Representation* in making his purchase. Plaintiff reasonably  
15 believed, based on the *Avocado Oil Representation*, that he was purchasing pure  
16 avocado oil, meaning that the oil contained no other ingredients besides avocado oil.  
17 This belief was an important part of his decision to purchase the Class Product. Had  
18 Plaintiff known that the Class Product was adulterated avocado oil, he would not have  
19 purchased it, or he would have paid less for it. Thus, Plaintiff has suffered injury in  
20 fact and lost money as a result of Sprouts' misleading, false, unfair, and deceptive  
21 practices, as alleged herein.

22 10. Plaintiff will be unable to rely on the Class Products' *Avocado Oil*  
23 *Representation* in the future, and so will be unable to purchase the Class Products in  
24 the future, although he would like to. However, Plaintiff remains interested in  
25 purchasing pure avocado oil products, intends on purchasing them in the future, and  
26 would consider purchasing Defendant's Class Products in the future if Defendant  
27 ensured that the *Avocado Oil Representation* was accurate and truthful.



**FACTUAL ALLEGATIONS**

**A. The *Avocado Oil Representation* is False and Deceptive**

17. The Class Products consist of Sprouts brand Avocado Oil. The *Avocado Oil Representation* is prominently displayed on the front label in the same manner on all Class Products, as depicted in the following representative image:



18. As seen in the above images, the *Avocado Oil Representation* conveys the unequivocal message that the Class Products are pure avocado oil and contain no other ingredients.

1           19. Moreover, the front label depicts several avocados halved and sliced,  
2 furthering the effect of the *Avocado Oil Representation*.

3           20. This message is further reinforced by the ingredient list on the Class  
4 Products' back label, which lists "avocado oil" as the only ingredient.



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10           21. Sprouts does not disclose anywhere that the Class Products are  
11 adulterated with other oils. Thus, consumers reasonably believe the Class Products are  
12 pure avocado oil.

13           22. The Class Products are not pure avocado oil. Based on Plaintiff's  
14 investigation, the Class Products are not pure avocado oil and are in fact adulterated.  
15 Thus, the claim is false and misleading.

16 **B. The *Avocado Oil Representation* is Material**

17           23. The *Avocado Oil Representation* is material—*i.e.*, it is important to  
18 consumers with respect to their decision to purchase the Class Products.

19           24. Avocado oil is well-known to be one of the healthiest cooking oils. For  
20 example, studies have indicated that compounds in avocado oil may help protect the  
21 liver, lower blood pressure, LDL cholesterol, as well as reduce osteoarthritis-related  
22 joint pain, post-meal blood sugar, and total cholesterol levels.<sup>4</sup> It is also high in  
23 monounsaturated fat, which is considered more heart healthy than saturated fat while  
24 being slightly more stable than the polyunsaturated fats typically found in vegetable  
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28 <sup>4</sup> [https://www.healthline.com/nutrition/9-avocado-oil-benefits#TOC\\_TITLE\\_HDR\\_4](https://www.healthline.com/nutrition/9-avocado-oil-benefits#TOC_TITLE_HDR_4)  
(last visited on September 27, 2024).

1 oils.<sup>5</sup> Avocado oil is also a high demand cooking oil because it has the highest smoke  
2 point of all plant-based cooking oils.<sup>6</sup>

3 25. Regardless of whether consumers believe avocado oil is superior to other  
4 oils, the issue of whether the Avocado oil is pure or is adulterated is material to  
5 reasonable consumers. For example, consumers may be allergic to, or have other  
6 reasons for not consuming, certain oils. Consumers of the Class Products reasonably  
7 expect to know what type of oil they are consuming.

8 26. Consumers purchased, and continue to purchase, the Class Products in  
9 part because the *Avocado Oil Representation* conveys the unequivocal message that it  
10 is pure avocado oil. Plaintiff and Class members would have paid less for the Class  
11 Products, or would not have purchased them at all, if not for the *Avocado Oil*  
12 *Representation*. Therefore, Plaintiff and Class members have suffered a financial  
13 injury in the form of paying a price premium that the Class Products command in the  
14 market as a result of Sprouts' representations that the Class Products are pure avocado  
15 oil.

16 **D. The Class Products are Not Pure Avocado Oil**

17 27. On August 27, 2024, The Washington Post reported that “adulteration is  
18 rampant in the avocado oil industry, and many people are being misled by some of the  
19 nation’s largest retail chains.”<sup>7</sup>

20 28. The article discussed, in detail, the findings of studies conducted by  
21 scientists at the University of California at Davis (“UC Davis”). This UC Davis study  
22 was published *Food Control*, an official scientific journal of the European Federation  
23  
24

25 <sup>5</sup> [https://www.masterclass.com/articles/what-is-avocado-oil-a-guide-to-cooking-  
with-avocado-oil](https://www.masterclass.com/articles/what-is-avocado-oil-a-guide-to-cooking-with-avocado-oil) (last visited on February 20, 2024).

26 <sup>6</sup> *Id.*

27 <sup>7</sup> Anahad O’Connor and Aaron Steckleberg, *Why your avocado oil may be fake and*  
*contain other cheap oils*, The Washington Post,  
28 [https://www.washingtonpost.com/wellness/2024/08/27/avocado-oil-adulteration-  
tests/](https://www.washingtonpost.com/wellness/2024/08/27/avocado-oil-adulteration-tests/) (last visited Aug. 30, 2024).

1 of Food Science and Technology and the Internation Union of Food Science and  
2 Technology.<sup>8,9</sup>

3 29. The study revealed that the Class Products are not pure avocado oil, but  
4 are instead adulterated with “canola oil.”<sup>10</sup> Canola oil, which is sold by Sprouts at  
5 \$0.29/fluid ounce,<sup>11</sup> retails for significantly cheaper than the Class Products, which are  
6 sold by Sprouts at \$0.50/fluid ounce.<sup>12</sup>

7 **CLASS ACTION ALLEGATIONS**

8 30. Plaintiff brings this class action pursuant to Fed. R. Civ. P. 23, and all  
9 other applicable laws and rules, individually, and on behalf of all members of the  
10 following Classes:

11 **Nationwide Class**

12 All natural persons who purchased at least one of the Class Products in the  
13 United States within the applicable statute of limitations period.

14 **California Class**

15 All natural persons who purchased at least one of the Class Products in the State  
16 of California within the applicable statute of limitations period.

17 31. Excluded from the Classes are the following individuals and/or entities:  
18 Sprouts and its parents, subsidiaries, affiliates, officers and directors, current or former  
19 employees, and any entity in which Sprouts has a controlling interest; all individuals  
20 who make a timely election to be excluded from this proceeding using the correct  
21 protocol for opting out; and all judges assigned to hear any aspect of this litigation, as  
22 well as their immediate family members.

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25 <sup>8</sup> Hilary S. Green and Selina C. Wang, *First report on quality and purity*  
*evaluations of avocado oil sold in the US*, 116 Food Control 107328 (Oct. 2020).

26 <sup>9</sup> Hilary S. Green and Selina C. Wang, *Purity and quality of private labelled*  
*avocado oil*, 152 Food Control 109837 (Oct. 2023).

27 <sup>10</sup> O’Connor and Steckleberg, *Why your avocado oil may be fake*, *supra*.

<sup>11</sup> <https://shop.sprouts.com/product/27334/sprouts-organic-canola-oil>

28 <sup>12</sup> <https://shop.sprouts.com/product/64424/sprouts-avocado-oil>



1           32. Plaintiff reserves the right to modify or amend the definition of the  
2 proposed Classes and/or add subclasses before the Court determines whether class  
3 certification is appropriate.

4           33. Plaintiff is a member of both classes.

5           34. Numerosity: The proposed Classes are so numerous that joinder of all  
6 members would be impractical. The Class Products are sold throughout the United  
7 States and the State of California. The number of individuals who purchased Class  
8 Product during the relevant time period is at least in the hundreds. Accordingly, Class  
9 members are so numerous that their individual joinder herein is impractical. While the  
10 precise number of Class members and their identities are unknown to Plaintiff at this  
11 time, these Class members are identifiable and ascertainable.

12           35. Common Questions Predominate: There are questions of law and fact  
13 common to the proposed Classes that will drive the resolution of this action and will  
14 predominate over questions affecting only individual Class members. These questions  
15 include, but are not limited to, the following:

- 16           a. Whether Sprouts misrepresented material facts and/or failed to  
17 disclose material facts in connection with the packaging, marketing,  
18 distribution, and sale of the Class Products;
- 19           b. Whether Sprouts' use of the challenged packaging, i.e., the *Avocado*  
20 *Oil Representation*, constituted false or deceptive advertising;
- 21           c. Whether Sprouts engaged in unfair, unlawful and/or fraudulent  
22 business practices;
- 23           d. Whether Sprouts' unlawful conduct, as alleged herein, was intentional  
24 and knowing;
- 25           e. Whether Plaintiff and the Classes are entitled to damages and/or  
26 restitution, and if so, in what amount;
- 27           f. Whether Plaintiff and the Classes are entitled to an injunctive relief;
- 28

1 g. Whether Plaintiff and the Classes are entitled to punitive damages, and  
2 if so, in what amount; and

3 h. Whether Plaintiff and the Classes are entitled to an award of  
4 reasonable attorneys' fees, interest, and costs of suit.

5 36. Sprouts has engaged in a common course of conduct giving rise to  
6 violations of the legal rights sought to be enforced uniformly by Plaintiff on behalf of  
7 the proposed Classes. Similar or identical statutory and common law violations,  
8 business practices, and injuries are involved. The injuries sustained by members of the  
9 proposed Classes flow, in each instance, from a common nucleus of operative fact,  
10 namely, Sprouts' deceptive packaging and advertising of the Class Products. Each  
11 instance of harm suffered by Plaintiff and Class members has directly resulted from a  
12 single course of unlawful conduct. Each Class member has been exposed to the same  
13 deceptive practice, as the packaging of Class Products: (a) bears the same material  
14 *Avocado Oil Representation*, and (b) the Class Products do not meet this representation  
15 of fact. Therefore, individual questions, if any, pale in comparison to the numerous  
16 common questions presented in this action.

17 37. Superiority: Because of the relatively small damages at issue for each  
18 individual Class member, no Class member could afford to seek legal redress on an  
19 individual basis. Furthermore, individualized litigation increases the delay and  
20 expense to all parties and multiplies the burden on the judicial system presented by the  
21 complex legal and factual issues of this case. Individualized litigation also presents a  
22 potential for inconsistent or contradictory judgments. A class action is superior to any  
23 alternative means of prosecution.

24 38. Typicality: The representative Plaintiff's claims are typical of those of  
25 the proposed Classes, as all members of the proposed Classes are similarly affected by  
26 Sprouts' uniform unlawful conduct as alleged herein.

27 39. Adequacy: Plaintiff will fairly and adequately protect the interests of the  
28 proposed Classes as his interests do not conflict with the interests of the members of

1 the proposed Classes he seeks to represent, and he has retained counsel competent and  
2 experienced in similar class action litigation. The interests of the members of the  
3 Classes will be fairly and adequately protected by the Plaintiff and his counsel.

4 40. Sprouts has also acted, or failed to act, on grounds generally applicable  
5 to Plaintiff and the proposed Classes, supporting the imposition of uniform relief to  
6 ensure compatible standards of conduct toward the members of the Classes.

7 **FIRST CLAIM FOR RELIEF**

8 **Violation of California’s False Advertising Law**  
9 **California Business & Professions Code § 17500, *et seq***  
10 **(*For all Classes*)**

11 41. Plaintiff incorporates by reference and re-alleges herein the allegations  
12 contained in all preceding paragraphs of this complaint.

13 42. Plaintiff brings this claim individually and on behalf of the members of  
14 the proposed Classes against Sprouts pursuant to California’s False Advertising Law  
15 (“FAL”), Cal. Bus. & Prof. Code § 17500, *et seq*.

16 43. The FAL makes it “unlawful for any person to make or disseminate or  
17 cause to be made or disseminated before the public . . . in any advertising device . . .  
18 or in any other manner or means whatever, including over the Internet, any statement,  
19 concerning . . . personal property or services professional or otherwise, or performance  
20 or disposition thereof, which is untrue or misleading and which is known, or which by  
21 the exercise of reasonable care should be known, to be untrue or misleading.” Cal.  
22 Bus. & Prof. Code § 17500.

23 44. Sprouts has represented and continues to represent to the public,  
24 including Plaintiff and members of the proposed Classes, through its deceptive  
25 packaging, that the Class Products are pure avocado oil. Because Sprouts has  
26 disseminated misleading information regarding the Class Products, and Sprouts  
27  
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1 knows, knew, or should have known, through the exercise of reasonable care, that the  
2 *Avocado Oil Representation* is false and misleading, Sprouts has violated the FAL.

3 45. As a result of Sprouts’ false advertising, Sprouts has and continues to  
4 unlawfully obtain money from Plaintiff and members of both Classes. Plaintiff  
5 therefore requests that the Court cause Sprouts to restore this fraudulently obtained  
6 money to his and members of the proposed Classes, to disgorge the profits Sprouts  
7 made on these transactions, and to enjoin Sprouts from violating the FAL or violating  
8 it in the same fashion in the future as discussed herein. Otherwise, Plaintiff and  
9 members of the proposed Classes may be irreparably harmed and/or denied an  
10 effective and complete remedy.

11 46. Plaintiff and members of the proposed Classes have no adequate remedy  
12 at law and are therefore entitled to restitution, disgorgement, and/or the imposition of  
13 a constructive trust to recover the amount of Defendant’s ill-gotten gains, and/or other  
14 sums as may be just and equitable.

15 **SECOND CLAIM FOR RELIEF**

16 **Violation of California’s Unfair Competition Law (“UCL”),**  
17 **California Business & Professions Code § 17200, *et seq.***  
18 **(For all Classes)**

19 47. Plaintiff incorporates by reference and re-alleges herein the allegations  
20 contained in all preceding paragraphs of this complaint.

21 48. Plaintiff brings this claim individually and on behalf of the members of  
22 the proposed Classes against Sprouts.

23 49. The UCL, Cal. Bus. & Prof Code § 17200, provides, in pertinent part,  
24 that “unfair competition shall mean and include unlawful, unfair or fraudulent business  
25 practices and unfair, deceptive, untrue or misleading advertising . . .”.

26 50. Under the UCL, a business act or practice is “unlawful” if it violates any  
27 established state or federal law. Sprouts’ false and misleading advertising of Class  
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1 Products was and continues to be “unlawful” because it violates, *inter alia*, the CLRA  
2 and the FAL, as alleged herein. As a result of Sprouts’ unlawful business acts and  
3 practices, Sprouts has unlawfully obtained money from Plaintiff, and members of the  
4 proposed Classes.

5 51. Under the UCL, a business act or practice is “unfair” if the defendant’s  
6 conduct offends an established public policy, or is immoral, unethical, oppressive,  
7 unscrupulous, or substantially injurious to consumers, as the benefits for committing  
8 such acts or practices are outweighed by the gravity of the harm to the alleged victims.  
9 Sprouts’ conduct was and continues to be of no benefit to purchasers of the Class  
10 Products, as it is misleading, unfair, unlawful, and is injurious to consumers who rely  
11 on the packaging. Deceiving consumers into believing the Class Products are pure  
12 avocado oil, when they are not, is of no benefit to consumers. Therefore, Sprouts’  
13 conduct was and continues to be “unfair.” As a result of Sprouts’ unfair business acts  
14 and practices, Sprouts has and continues to unfairly obtain money from Plaintiff, and  
15 members of the proposed Classes.

16 52. Under the UCL, a business act or practice is “fraudulent” if it actually  
17 deceives or is likely to deceive members of the consuming public. Sprouts’ conduct  
18 was and continues to be fraudulent because it has the effect of deceiving consumers  
19 into believing Class Products are pure avocado oil. Because Sprouts misled Plaintiff  
20 and members of both Classes, Sprouts’ conduct was “fraudulent.” As a result of  
21 Sprouts’ fraudulent business acts and practices, Sprouts has and continues to  
22 fraudulently obtain money from Plaintiff and members of the proposed Classes.

23 53. Plaintiff requests that the Court cause Sprouts to restore this unlawfully,  
24 unfairly, and fraudulently obtained money to her, and members of the proposed  
25 Classes, to disgorge the profits Sprouts made on these transactions, and to enjoin  
26 Sprouts from violating the UCL or violating it in the same fashion in the future as  
27 discussed herein. Otherwise, Plaintiff and members of the proposed Classes may be  
28 irreparably harmed and/or denied an effective and complete remedy.



1 Products are of a particular standard, quality, or grade (i.e., they are pure avocado oil)  
2 which they do not possess. Therefore, Sprouts has violated section 1770(a)(7) of the  
3 CLRA.

4 60. Cal. Civ. Code § 1770(a)(9) prohibits “[a]dvertising goods or services  
5 with intent not to sell them as advertised.” By marketing the Class Products as pure  
6 avocado oil, but not intending to sell Class Products as such (i.e., selling them with the  
7 knowledge that they are adulterated), Sprouts has violated section 1770(a)(9) of the  
8 CLRA.

9 61. At all relevant times, Sprouts has known or reasonably should have  
10 known that its *Avocado Oil Representation* on the Class Product’s packaging is false  
11 and deceptive, and that Plaintiff and other members of the California Class would  
12 reasonably and justifiably rely on it when purchasing the Class Products. Nonetheless,  
13 Sprouts persisted in making the *Avocado Oil Representation* on the Class Products’  
14 labels to deceive consumers into believing they are buying and consuming pure  
15 avocado oil.

16 62. Plaintiff and members of the California Class have justifiably relied on  
17 Sprouts’ misleading *Avocado Oil Representation* when purchasing the Class Products.  
18 Moreover, based on the materiality of Sprouts’ misleading and deceptive conduct,  
19 reliance may be presumed or inferred for Plaintiff and members of California Class.

20 63. Plaintiff and members of the California Class have suffered and continue  
21 to suffer injuries caused by Sprouts because they would have paid less for the Class  
22 Products, or would not have purchased them at all, had they known that the *Avocado*  
23 *Oil Representation* was false.

24 64. Accordingly, Plaintiff, on behalf of himself and all other members of  
25 the Class, seeks to enjoin the unlawful acts and practices described herein.

26 65. On September 16, 2024, a CLRA demand letter was sent to Defendant’s  
27 headquarters and registered agent. This letter provided notice of Defendant’s  
28

1 violation of the CLRA, for Plaintiff and the class, and demanded that Defendant  
2 correct the unlawful, unfair, false and/or deceptive practices alleged here.

3 **FOURTH CLAIM FOR RELIEF**

4 **Breach of Express Warranty**  
5 **California Commercial Code § 2313**  
6 **(For all Classes)**

7 66. Plaintiff incorporates by reference and re-alleges herein the allegations  
8 contained in all preceding paragraphs of this complaint.

9 67. Plaintiff brings this claim individually and on behalf of the members of  
10 the proposed Classes against Sprouts.

11 68. California's express warranty statute provides that "(a) Any affirmation  
12 of fact or promise made by the seller to the buyer which relates to the goods and  
13 becomes part of the basis of the bargain creates an express warranty that the goods  
14 shall conform to the affirmation or promise," and "(b) Any description of the goods  
15 which is made part of the basis of the bargain creates an express warranty that the  
16 goods shall conform to the description." Cal. Com. Code § 2313.

17 69. Sprouts has expressly warranted on the Class Products' packaging that  
18 they are pure avocado oil through the *Avocado Oil Representation*.

19 70. This representation about the Class Products is: (a) an affirmation of fact  
20 or promise made by Sprouts to consumers that Class Products are pure avocado oil;  
21 (b) became part of the basis of the bargain to purchase the Class Products when  
22 Plaintiff and other consumers relied on the representation; and (c) created an express  
23 warranty that the Class Products would conform to the affirmation of fact or promise.  
24 In the alternative, the representation about the Class Products is a description of goods  
25 which were made as part of the basis of the bargain to purchase the Class Products,  
26 and which created an express warranty that the Class Products would conform to the  
27 Class Products' description.





1 the seller is a merchant with respect to goods of that kind.” Cal. Com.  
2 Code § 2314(1).

3 78. California’s implied warranty of merchantability statute also provides  
4 that “[g]oods to be merchantable must be at least such as . . . (f) [c]onform to the  
5 promises or affirmations of fact made on the container or label if any.” Cal. Com.  
6 Code § 2314(2)(f).

7 79. Sprouts is a merchant with respect to the sale of the Class Products.  
8 Therefore, a warranty of merchantability is implied in every contract for sale of the  
9 Class Products to California consumers.

10 80. By advertising the Class Products with its current packaging, Sprouts  
11 made an implied promise that the Class Products are pure avocado oil. The Class  
12 Products do not, however, “conform to the promises...made on the container or  
13 label” because they are not pure avocado oil. Plaintiff, as well as consumers, did not  
14 receive the goods as impliedly warranted by Sprouts to be merchantable.

15 81. Therefore, the Class Products are not merchantable under California law  
16 and Sprouts has breached its implied warranty of merchantability with respect to the  
17 Class Products.

18 82. If Plaintiff and members of the Classes had known that the Class  
19 Products were not pure avocado oil, they would not have been willing to pay the  
20 premium price associated with them, or would not have purchased them at all.  
21 Therefore, as a direct and/or indirect result of Sprouts’ breach, Plaintiff and members  
22 of the Classes have suffered injury and deserve to recover all damages afforded under  
23 the law.

24 83. Within a reasonable amount of time after Plaintiff discovered that Sprouts  
25 did in fact breach the implied warranty, Plaintiff notified Sprouts of the breach.  
26  
27  
28

1 **SIXTH CLAIM FOR RELIEF**

2 **Intentional Misrepresentation**  
3 ***(For all Classes)***

4 84. Plaintiff incorporates by reference and re-alleges herein the allegations  
5 contained in all preceding paragraphs of this complaint.

6 85. Plaintiff brings this claim individually and on behalf of the members of  
7 the proposed Classes against Sprouts.

8 86. Sprouts marketed the Class Products in a manner indicating that they are  
9 pure avocado oil when they are not. Therefore, Sprouts has made misrepresentations  
10 about the Class Products.

11 87. The *Avocado Oil Representation* is material to a reasonable consumer  
12 because it relates to the quality, safety, utility, and healthfulness of the Class Products.  
13 A reasonable consumer attaches importance to such representations and is induced to  
14 act thereon in making purchasing decisions with respect to oil that is consumed – i.e.,  
15 oil that is used for coking or consumed raw.

16 88. At all relevant times, Sprouts knew that the *Avocado Oil Representation*  
17 was misleading. Sprouts intends for Plaintiff and other consumers to rely on the  
18 *Avocado Oil Representation*, as evidenced by Sprouts intentionally and conspicuously  
19 placing it on the packaging of the Class Products. In the alternative, Sprouts acted  
20 recklessly in making the *Avocado Oil Representation* without regard to the truth.

21 89. Plaintiff and members of the proposed Classes have reasonably and  
22 justifiably relied on Sprouts' intentional misrepresentations (i.e., the *Avocado Oil*  
23 *Representation*) when purchasing the Class Products, and had the correct facts been  
24 known, would not have purchased them at prices at which they were sold in the market,  
25 or would not have purchased them at all.

26 90. Therefore, as a direct and proximate result of Sprouts' intentional  
27 misrepresentations, Plaintiff and members of the Classes have suffered economic  
28

1 losses and other general and specific damages, including but no limited to the amounts  
2 paid for the Class Products, and any interest that would have accrued on those monies,  
3 all in amount to be proven at trial.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff, individually and on behalf of the proposed Classes,  
6 respectfully prays for following relief:

7 A. Certification of this case as a class action on behalf of the Classes defined  
8 above, appointment of Plaintiff as Class representative, and appointment of his counsel  
9 as Class counsel;

10 B. A declaration that Sprouts' actions, as described herein, violate the laws  
11 described herein;

12 C. An award to Plaintiff and the proposed Classes of restitution and/or other  
13 equitable relief, including, without limitation, restitutionary disgorgement of all profits  
14 and unjust enrichment that Sprouts obtained from Plaintiff and the proposed Classes  
15 as a result of its unlawful, unfair and fraudulent business practices described herein;

16 D. An award of injunctive and other equitable relief as is necessary to protect  
17 the interests of Plaintiff and the Class members, including, *inter alia*, an order  
18 prohibiting Sprouts from engaging in the unlawful acts described above;

19 E. An award of all economic, monetary, actual, consequential, and  
20 compensatory damages caused by Sprouts' conduct;

21 F. An award of punitive damages;

22 G. An award of nominal damages;

23 H. An award to Plaintiff and his counsel of reasonable expenses and  
24 attorneys' fees;

25 I. An award to Plaintiff and the proposed Classes of pre and post-judgment  
26 interest, to the extent allowable; and

27 J. For such further relief that the Court may deem just and proper.  
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**DEMAND FOR JURY TRIAL**

Plaintiff, on behalf of himself and the proposed Classes, hereby demands a jury trial with respect to all issues triable of right by jury.

Dated this 30th day of September, 2024.

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By: \_\_\_\_\_ s/ Teresita T. Mercado  
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