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11
12 **UNITED STATES DISTRICT COURT**
13 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

14
15 MACY MERRELL, individually, and on behalf
of all others similarly situated,

16 Plaintiff,

17 v.

18 FLORIDA CRYSTALS CORP.,

19 Defendant.

Case No. 5:25-cv-02264-SVK

Hon. Susan van Keulen

**SECOND AMENDED CLASS ACTION
COMPLAINT**

1. Violation of False Advertising Law (Cal. Bus. & Prof. Code § 17500, *et seq.*)
2. Violation of Consumers Legal Remedies Act (Cal. Civ. Code § 1750, *et seq.*)
3. Violation of Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*)
4. Breach of Warranty
5. Unjust Enrichment

JURY TRIAL DEMAND

1 Plaintiff Macy Merrell (“Plaintiff”), individually and on behalf of all others similarly
2 situated, as more fully described below (the “Class” and “Class Members”), brings this class-action
3 complaint against the Florida Crystals Corporation (“Florida Crystals” or “Defendant”) and alleges
4 the following based upon information and belief unless otherwise expressly stated as based upon
5 personal knowledge.

6 **I. INTRODUCTION**

7 1. Sugarcane growers have two options as they remove the extra leaves of their cane before
8 harvesting: slashing (“green harvesting”) or burning. Green harvesting requires an upfront
9 investment in machinery but is cleaner for the environment. Burning is cheaper on the front end
10 but comes with far greater costs to the environment—both locally and globally—and to the humans
11 living nearby.

12 2. Due to the significant environmental harms associated with pre-harvest burning, three
13 of the world’s top five cane sugar producers—Brazil, India, and Thailand—have banned or severely
14 restricted the practice. United States and China are the only holdouts among the top five. Still,
15 environmentalists and other concerned citizens in the United States (and worldwide) continue to
16 rally against burn harvesting because it is demonstrably worse for the environment than green
17 harvesting.

18 3. Within the United States, Florida and Louisiana compete every year for the title of top-
19 producing cane sugar state. No other state comes close.

20 4. And in Florida, Big Sugar—with unrivaled political influence and a statewide crop
21 valued at close to \$1 billion annually—is king.

22 5. Florida Crystals, as one of the two Florida sugar giants that lead Big Sugar, differentiates
23 itself from competitors by marketing itself as the country’s most environmentally conscious and
24 climate-friendly sugar company.

25 6. Within this, Defendant relies heavily on prominent label claims promoting Florida
26 Crystals’ purported operation-wide environmental benefits to sell its consumer sugar products.

1 7. Specifically, Defendant markets the majority of its consumer sugar products using
2 unsubstantiated front-label claims characterizing Florida Crystals as a company engaged in
3 “Farming to Help Save the Planet,” with farms that “help fight climate change [and] build healthy
4 soils.” Defendant bolsters these label claims with misrepresentations on consumer-targeted
5 websites and social media that similarly tout Florida Crystals’ supposed success in fighting climate
6 change, among other claimed environmental benefits.

7 8. Through this aggressive marketing campaign, Defendant has comprehensively branded
8 Florida Crystals sugar products as *the* eco-friendly sugar option in the United States, intentionally
9 appealing to the millions of American sugar consumers who seek to use their buying power to
10 minimize environmental harm, including by slowing climate change.

11 9. Consumers are being deceived. Defendant’s harmful practice of burning sugarcane
12 before harvest does not “Help Save the Planet,” “help fight climate change,” or help “build healthy
13 soils.” Instead, by choosing this method over available green methods like slashing, Defendant
14 emits substantial volumes of unnecessary greenhouse gases that contribute to climate change as
15 well as toxic particulate matter (PM2.5), dioxins, carbon monoxide, ammonia, elemental carbon,
16 and volatile organic compounds that fill the air of the Florida Glades region on a daily basis during
17 the six-to-eight-month harvesting season, poisoning local residents, who are disproportionately
18 poor and people of color.

19 10. The drifting plumes of pre-harvest burns are so engrained in the everyday life of the
20 Glades that locals have a name for the ash that falls on them, their homes, and their children: “black
21 snow.”

22 11. Exposed to these emissions, which contain pollutants similar to those inhaled through
23 smoking cigarettes, residents of the Glades region where Defendant burns the cane that yields
24 Florida Crystals products suffer significantly elevated rates of health conditions such as chronic
25 asthma, chronic obstructive pulmonary disease, and cancer. Local healthcare providers can clock
26 the onset of cane-burning season by the arrival of waves of patients with symptoms linked to smoke
27

1 exposure. One recent study concluded that up to five deaths per year are at least partially attributable
2 to this practice across the region.

3 12. Defendant harms the environment in other ways that render its product claims false. For
4 example, far from helping “build healthy soils,” preharvest cane burning rather than slashing in fact
5 *harms* soil health.

6 13. And as one of the largest agricultural landholders in the Everglades Agricultural Area
7 (“EAA”), Defendant further harms the environment through its operations’ impact on water
8 quantity and quality in the region in two ways: first, Defendant’s release of fertilizer through the
9 field runoff in Florida Crystals sugarcane farming operations contributes to “dead zones” in
10 adjacent waterways, including Lake Okeechobee; second, Defendant’s outsized presence in the
11 EAA significantly contributes to the EAA’s blockage of southward water flow, starving the
12 Everglades of clean water critical to the health of its ecosystems.

13 14. The experiences of those living in the affected Glades region—where one-third of
14 residents live in poverty and the median household income of roughly \$24,000 is half that of the
15 statewide measure—stand in stark contrast to those of Defendant’s billionaire owners and their
16 wealthy neighbors in eastern Palm Beach County, who in 1991 convinced the state government to
17 ban cane-burning when the winds blow their direction. No such restriction protects the largely black
18 and brown communities of the Glades.

19 15. This direct harm to Glades residents is clear—and Defendant has taken great pains to
20 avoid being held accountable, most notably by successfully advocating for an expanded “Right to
21 Farm” law in 2021 that severely limited locals’ rights to collectively seek justice in Florida state
22 courts for personal injury.

23 16. While Defendant may presently have the “right” to continue choosing to burn, rather
24 than slash, what it may *not* do under false advertising laws is continue to do so, unnecessarily
25 poisoning people and the planet, while at the same time inducing reasonable consumers to believe
26 that their purchases of Florida Crystals sugar supports a company whose farming on the whole
27 *helps* fight climate change and otherwise *benefits* rather than harms the environment..

1 17. Through false and deceptive marketing of its sugar products, Defendant has violated
2 multiple California consumer protection statutes as well as the common law.

3 18. Specifically, by using unsubstantiated general environmental benefit claims to mislead
4 consumers about the true impacts of Florida Crystals' farming operations on the climate, soil, and
5 environment, Defendant has wrongfully induced Plaintiff Macy Merrell and other consumers to
6 buy—or pay more for—its green-packaged sugar products instead of competing sugar products that
7 make no such greenwashing claims.

8 19. Defendant has therefore harmed—and continues to harm—American consumers as well
9 as competing sugar purveyors, simultaneously undermining consumer choice and open competition
10 in the free market.

11 20. Plaintiff, through this class action, seeks to (1) stop Defendant from continuing to
12 deceive consumers and from unfairly seizing market share through its deceptive marketing
13 campaign, and (2) to secure refunds for the hundreds of thousands of consumers who have
14 purchased Defendant's sugar products at their premium prices based on Defendant's false
15 environmental claims.

16 21. **The Products** at issue are several varieties and sizes of sugar products sold under two
17 lines of Defendant's Florida Crystals brand: (1) Florida Crystals Regenerative Organic Certified®
18 Sugars and (2) Specialty Raw Cane Sugars.¹ These Products are sold both online and at leading
19 brick-and-mortar stores throughout California and the broader United States.

20 22. Defendant has used greenwashing to sell its Products for years. However, recognizing
21 that consumers are increasingly concerned about climate change and protecting the environment—
22 and that they carry those concerns into their shopping habits—Defendant implemented a redesign

23 ¹ **The Products** are: (1) Florida Crystals Regenerative Organic Raw Cane Sugar (in 2-pound bags, 3-pound jugs, 6-
24 pound bags, 2- and 6-packs of 2-pound bags, 2-, 6-, 8-, and 10-packs of 3-pound jugs); (2) Florida Crystals
25 Regenerative Organic Light Brown Sugar (in 1.5-pound bags and 2- packs of 1.5-pound bags); (3) Florida Crystals
26 Regenerative Organic Powdered Sugar (in 1.5- pound bags and 2- and 6-packs of 1-pound bags); (4) Florida Crystals
27 Organic Cane Sugar (in 2-packs of 3-pound jugs); (5) Florida Crystals Turbinado Cane Sugar (in 2-pound bags, 44-
28 ounce jugs, 5-pound bags, and 2-packs of 3-pound jugs); (6) Florida Crystals Raw Cane Sugar (in 2-pound bags, 3-
pound jugs, and 2-pack of 3-pound jugs); (7) Baker's Collection of Regenerative Organic Sugars (three-packs
containing one 32-ounce bag of Florida Crystals Regenerative Organic Raw Cane Sugar, one 24-ounce bag of Florida
Crystals Regenerative Organic Light Brown Sugar, and one 16-ounce bag of Florida Crystals Regenerative Organic
Powdered Sugar); and (8) Florida Crystals Regenerative Organic Powdered Sugar (2-packs of 16-ounce bags).

1 of its Product packaging in fall 2021,² replacing the old Product packaging’s dominant light-green
2 design and “Earth Friendly” greenwashing claim with a darker shade of green offset against lighter-
3 green elements and carrying front-label claims misrepresenting Florida Crystals as a company
4 defined through its “Farming to Help Save the Planet,” using “farms [that] help fight climate change
5 & build healthy soil.”³

6 23. Defendant’s Product greenwashing claims of “Farming to Help Save the Planet” and
7 “farms help fight climate change & build healthy soils,” together with green-dominated packaging,
8 (collectively, the “**Challenged Representations**”) connote to consumers that their purchase of the
9 Products will benefits the Earth’s natural environments, help combat climate change through a net
10 reduction in the greenhouse gases that cause climate change, and build healthy soils. Representative
11 images of Defendant’s Products are shown below.⁴

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22 ² *Florida Crystals Consumer Brand Gets Award-Winning New Look!*, FLORIDA CRYSTALS CORP.,
23 <https://www.floridacrystalscorp.com/news/Florida-Crystals-Consumer-Brand-Gets-New-Look> (last visited Feb. 24,
2025) (reflecting 2021 redesign announcement).

24 ³ Defendant announced another label redesign in November 2024 to emphasize Florida Crystals’ status as a
25 Regenerative Organic Certified sugarcane producer on certain product packaging. *See* Joanna Cosgrove, *A Bold*
26 *Paper Packaging Refresh for Florida Crystals’ Sugars*, PACKAGING DIGEST (Nov. 26, 2024),
<https://www.packagingdigest.com/food-packaging/florida-crystals-sugar-packages-get-a-colorful-refresh>.
27 Defendant’s announcement of the label changes focused on 50-pound bags of sugar products not regularly sold to
28 non-commercial consumers via brick-and-mortar supermarket chains. The new packaging will also retain the false
front-label claim of “Farming to Help Save the Planet.”

⁴ The Product images were taken from Florida Crystals’ official website, <https://www.floridacrystals.com/products>
(last visited Feb. 27, 2025).

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FLORIDA CRYSTALS®

SWEETNESS you can FEEL GOOD about

As farmers of Regenerative Organic Certified® land, we lead the fight for a cleaner, greener future.

Why Regenerative Agriculture?

- **GOOD FOR THE SOIL & THE AIR**
Carbon belongs in the soil - not the air we breathe. Regenerative farming pulls carbon from the air and stores it in the soil (🌱 climate change, 🌱 soil).
- **GOOD FOR BIODIVERSITY**
We build local habitats for pollinators (🐝) and birds (like 🐦 and 🐦) to protect your foods - day and night.
- **GOOD FOR TASTY FOOD**
Healthier soil. Happier plants. Now, that's sweet (🍯).

NUTRITION FACTS
About 85 servings per container
Serving size 2 tsp (8g)

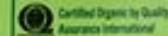
Amount per serving	
Calories	30
<small>% Daily Value*</small>	
Total Fat 0g	0%
Sodium 0mg	0%
Total Carbohydrate 8g	3%
Total Sugars 8g	
Includes 8g Added Sugars 16%	
Protein 0g	

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

FOLLOW US ON  @floridacrystalssugar
SOCIAL MEDIA:   @floridacrystals

INGREDIENTS:
Organic Raw Cane Sugar,
Organic Molasses.

Distributed by Domino Foods, Inc.,
West Palm Beach, FL 33401



For inquiries, please contact us on our website at
floridacrystals.com or call us at 844-344-9417.



FOR RECIPES

Find out more at
floridacrystals.com



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1 24. Defendant further reinforces its prominent front-label Product label claims through
2 similar representations throughout the Products’ packaging as well as on its website and social
3 media channels—all of which likewise strive to sell the Products using general environmental
4 claims referencing Florida Crystals’ *companywide practices and attributes* rather characteristics
5 that apply to certain Products but not to others. For example, Defendant promotes on its Product
6 packaging that purchasing the Products is “Sweetness You Can Feel Good About,” that Florida
7 Crystals “leads the fight for a cleaner, greener future from (below) the ground up,” and that Florida
8 Crystals is “passionate about healthier soil, [and] more biodiversity.”

9 25. Additionally, Defendant has chosen to dedicate the very first space visitors see on
10 Florida Crystals’ website homepage—which uses the same green-centric design as the Product
11 labels—to remind consumers that Florida Crystals is engaged in “Farming to Help Save the Planet,”
12 and that the company “is the first and only grower of [Regenerative Organic Certified] sugarcane
13 in the U.S., cultivating a thriving planet for generations to come”—a placement decision affirming
14 that Defendant strategically prioritizes the Products’ supposed environmental friendliness over
15 their taste, uses, *or any other quality*.⁵

16 26. And Defendant doubles down on this false messaging through its social media channels,
17 proclaiming, for example, that Florida Crystals sugars “are produced with practices that actually
18 help reduce carbon in the air,” informing prospective consumers that they “can make a difference”
19 and “a positive impact” “with Florida Crystals”⁶ because the Products are “not just sugar,” but “a
20 conscious choice”⁷ is “kind to you, the planet, and your wallet,”⁸ and through which consumers are
21 “helping create a better future.”⁹ Defendant’s greenwashing campaign—from design to verbiage—

22 ⁵ FLORIDA CRYSTALS, <https://www.floridacrystals.com/> (last visited Feb. 27, 2025).

23 ⁶ Florida Crystals®, *Learn about Florida Crystals® Regenerative Certified Sugars!*®, YOUTUBE
24 (Aug. 29, 2024), <https://www.youtube.com/shorts/b1yEHESrNqM>; *see also* @floridacrystalssugar, INSTAGRAM,
<https://www.instagram.com/floridacrystalssugar/> (Defendant repeating the tagline “Farming to Help Save the Planet”
on Florida Crystals’ consumer-facing Instagram account) (last visited Feb. 27, 2025).

25 ⁷ Florida Crystals®, *We’ve got some sweet news to share.*, YOUTUBE (Mar. 28, 2024),
<https://www.youtube.com/shorts/fuZWY05cEU4>.

26 ⁸ Florida Crystals®, *Homegrown Sweetness | Florida Crystals®*, YOUTUBE (Oct. 3, 2022),
<https://www.youtube.com/watch?v=HWcXovhLxL0>.

27 ⁹ Florida Crystals®, *Florida Crystals® | Regenerative Organic Certified®*, YOUTUBE (Aug. 28, 2024),
<https://www.youtube.com/watch?v=aQUTrTzMVSo>.

1 is comprehensive, consistent, and robust in its reinforcement of the false front-label claims in
2 question, ensuring consumers are misled while proving that Defendant recognizes the persuasive
3 power of these claims—apparently above all other Product attributes.

4 27. Yet each of these claims is false. Defendant’s choice to systemically conduct pre-harvest
5 cane burns releases far more greenhouse gases than does pre-harvest slashing while also damaging
6 soil as compared to slashing. And Defendant, through its pre-harvest burns on the vast majority of
7 its South Florida cane fields and its operation-wide impact on local water systems, harms—rather
8 than saves—the planet.

9 28. Reasonable consumers considering their food options want to know whether their
10 purchase of a product promoted for its claimed environmental benefits (or including a reduction of
11 environmental harm) will actually deliver those benefits. This information is critical to making
12 informed purchasing decisions, especially as the impacts of climate change become more acute and
13 unavoidable, and consumers become increasingly conscious and cognizant of their own abilities to
14 impact climate change through their consumption choices.

15 29. Defendant has capitalized on the growing demand for products that consumers believe
16 help—or do not worsen—climate change as well as localized environmental harm by building the
17 entire Florida Crystals brand identity around its claimed environmentalism, doubling down twice
18 in the last four years with label redesigns accompanied by press releases that falsely position Florida
19 Crystals sugar products as a vehicle for environmentally conscious consumers to support a
20 company that fights climate change (by ensuring a net-neutral or better greenhouse gas footprint)
21 and otherwise cares for the natural planet. Through this deception, Defendant undermines consumer
22 trust, impedes informed purchase decisions, and puts health at risk—all the while inducing
23 responsible consumers to pay money to support the very harms they reasonably believe they’re
24 combatting.

25 30. Defendant has at all relevant times had full knowledge of the true environmental impacts
26 of its farming operations, as Defendant designed, manufactured, promoted, distributed, and sold
27 the Products through practices that harmed the environment (and rendered the label claims false)

1 rather than taking appropriate measures to eliminate such harms (and to thus render the label claims
2 true). Environmentalists and Glades residents have also reiterated to Defendant for years in no
3 uncertain terms the environmental harm Defendant's practices cause, including through organizing
4 campaigns,¹⁰ class-action lawsuits,¹¹ and federal civil rights complaints¹². In response, however,
5 Defendant has continued to affirmatively choose to continue burn methods that poison people and
6 the planet rather than employ available slashing methods, while falsely promising environmental
7 stewardship to consumers nationwide.

8 31. Through falsely, misleadingly, and deceptively labeling, advertising, and marketing the
9 Products, Defendant has sought to take advantage of unwitting consumers as well as Defendant's
10 lawfully acting competitors, over whom Defendant maintains an unfair competitive advantage by
11 wrongfully cornering the growing market of climate- and environmentally conscious sugar
12 consumers.

13 32. **Primary Dual Objectives.** Plaintiff brings this action individually and in a
14 representative capacity on behalf of those similarly situated consumers who purchased the Products
15 during the relevant Class Period (Class and/or Subclass defined *infra*) for dual primary objectives.
16 **One**, Plaintiff seeks on behalf of herself and the proposed Class a monetary recovery of the price
17 premium Plaintiff and consumers have overpaid for Products that should, but fail to, comport with
18 the Challenged Representations, as consistent with permissible law (including, for example,
19 damages, restitution, disgorgement, and any applicable penalties/punitive damages solely as to

20 _____
21 ¹⁰ See, e.g., Michelle Mairena and Kyndall Hubbard, *Sugarcane Burning Is a Plague on These*
22 *Black Floridians*, MOTHER JONES (Oct. 23, 2023), <https://www.motherjones.com/politics/2023/10/sugarcane-burning-florida-everglades-environmental-justice/>; see also Luz Torres, *Another sugar cane harvest season and my community continues to get burned | Opinion*, PALM BEACH POST (Nov. 22, 2024),
23 <https://www.palmbeachpost.com/story/opinion/columns/2024/11/22/opinion-stop-choking-our-children-with-sugar-cane-smoke/76429184007/>.

24 ¹¹ See, e.g., Tyler Treadway, *Amended lawsuit filed claiming pollution, health problems from sugar cane field*
25 *burning*, FLORIDA TIMES-UNION (June 24, 2020), <https://www.jacksonville.com/story/news/2020/06/24/amended-lawsuit-lawsuit-filed-claiming-pollution-health-problems-from-sugar-cane-field-burning/41746649/> (covering developments in *Coffie v. Fla. Crystals Corp.*, No. 19-80730 (S.D. Fla. June 4, 2019)).

26 ¹² Joya Manjur & Karimah Schoenhut, *Request for Investigation Under Title VI of the Civil Rights Act of Florida*
27 *Forest Service Sugarcane Field Burn Authorization Practices*, SIERRA CLUB (Aug. 25, 2023),
28 https://www.sierraclub.org/sites/default/files/2023-08/FINAL%20Title%20VI%20Letter%20to%20EPA%20and%20USDA_8.25.23.pdf.

1 those causes of action so permitted). *Two*, Plaintiff seeks on behalf of herself and the proposed
2 Class injunctive relief to stop Defendant’s unlawful design, manufacture, marketing, and sale of
3 the Products with the Challenged Representations to eliminate or mitigate the future risk of
4 deceiving the public into believing that purchase of the Products benefits the Earth and its natural
5 environments, including by combatting climate change and building healthy soils, by requiring
6 Defendant to change its business practices, which may include one or more of the following:
7 immediate removal or modification of the Challenged Representations from the Products’ labels;
8 and/or discontinuance of the Products’ manufacture, marketing, and/or sale.

9 **II. JURISDICTION**

10 33. This Court has original jurisdiction over this action pursuant to the Class Action
11 Fairness Act of 2005, 28 U.S.C. Section 1332(d), because the proposed Class consists of 100 or
12 more members; the amount in controversy exceeds \$5,000,000, exclusive of costs and interest; and
13 minimal diversity exists. This Court also has supplemental jurisdiction over this action’s state law
14 claims pursuant to 28 U.S.C. Section 1367.

15 **III. VENUE**

16 34. Venue is proper in this District under 28 U.S.C. Section 1391 because a substantial part
17 of the events and omissions giving rise to Plaintiff’s claims occurred in this District. Specifically,
18 as detailed below, Plaintiff purchased the unlawful Products in this District, and Defendant has
19 marketed, advertised, and sold the Products within this District (and continues to do so).

20 **IV. PARTIES**

21 **A. Plaintiff**

22 35. **Plaintiff Macy Merrell.** The following is alleged based upon Plaintiff Macy Merrell’s
23 personal knowledge:

- 24 a. **Residence.** Plaintiff Merrell is a citizen of California who is domiciled in Santa
25 Cruz, California.
- 26 b. **Purchase Details.** Plaintiff Merrell purchased the Florida Crystals Regenerative
27 Organic Raw Cane Sugar Product (two-pound bag size) (the “Purchased Products”)
28

1 for approximately \$5.99 from a Safeway store in Santa Cruz, California on several
2 occasions between approximately September 2021 and August 2024.

3 c. **Reliance on Challenged Representations.** In making her purchases, Plaintiff
4 Merrell read the “Farming to Help Save the Planet” and “our farms help fight climate
5 change & build healthy soil” representations on the Products’ label, leading Plaintiff
6 Merrell to believe that Florida Crystals’ farms help save the planet, fight climate
7 change, and build healthy soil—and that purchasing the Products over competing
8 sugar products would further these efforts and outcomes.

9 d. **No Actual Knowledge of Falsity.** At the time of her purchases, Plaintiff Merrell
10 did not know that the “Farming to Help Save the Planet” and “our farms help fight
11 climate change & build healthy soil” representations were false because she did not
12 know that Defendant through its farming operations engaged in pre-harvest cane-
13 burning and contributed to South Florida’s water issues.

14 e. **No Notice of Contradictions.** Plaintiff Merrell did not notice any disclaimer,
15 qualifier, or other explanatory statement or information on the Products’ label that
16 contradicted the prominent Challenged Representations or otherwise suggested that
17 purchasing the Products would *not* in fact support farming practices that on a
18 companywide basis help fight climate change, help build healthy soil, or help save
19 the planet.

20 f. **Causation/Damages.** Plaintiff Merrell would not have purchased the Products or
21 would not have paid as much for the Products but for the Challenged
22 Representations—i.e., that their purchase supported a company dedicated to
23 “Farming to Help Save the Planet” and whose “farms help fight climate change &
24 build healthy soil.”

25 g. **Desire to Repurchase.** Plaintiff Merrell continues to see the Products available for
26 purchase, continues to desire to buy sugar products whose purchase is truly
27 beneficial to the environment, soil, and the fight against climate change, and thus
28

1 would consider purchasing the Products again in the future if she could be sure the
2 Products delivered their advertised benefits.

3 h. **Lack of Personal Knowledge/Expertise to Determine Truth.** Plaintiff Merrell is
4 not personally familiar with the formulation of the Products, as she does not possess
5 any specialized knowledge, skill, experience, or education in cane-sugar harvesting
6 or production. Thus, Plaintiff Merrell is unable to determine through Defendant's
7 packaging whether the Products' Challenged Representations are true.

8 36. **Plaintiff's Future Harm.** Defendant continues to label and sell the Products with the
9 Challenged Representations. However, Plaintiff is an average consumer who is not sophisticated in
10 cane-sugar farming, harvesting, and production—nor does she have the ability to analyze the
11 environmental impacts of Florida Crystals' on-the-ground farming operations going forward as
12 they relate to the Challenged Representations. Since Plaintiff would like to purchase the Products
13 again—despite that the Products were once marred by false advertising or warranties—yet has no
14 way to determine whether Defendant's label claims are in fact true by merely viewing the Products'
15 labels, Plaintiff would likely and reasonably—but incorrectly—assume that purchasing the
16 Products benefits the environment, helps build healthy soil, and helps fight climate change by
17 supporting Florida Crystals' farming operations writ large. Accordingly, Plaintiff is at risk of
18 reasonably, but incorrectly, assuming that Defendant has taken appropriate measures to render the
19 Challenged Representations true such that Plaintiff may buy the Products again, believing they are
20 no longer falsely advertised and warranted. In this regard, Plaintiff is currently and, in the future,
21 deprived of the ability to purchase the Products.

22 **B. Defendant**

23 37. **Defendant Florida Crystals** is a Delaware-registered corporation with a principal
24 place of business in West Palm Beach, Florida. Florida Crystals is a subsidiary of Fanjul
25 Corporation.¹³ In addition to manufacturing, marketing, and selling cane sugar and other products,

26 _____
27 ¹³ Susan Salisbury, *With acquisition of Tate & Lyle, Palm Beach County-owned sugar giant goes global*, PALM
28 BEACH POST (Apr. 1, 2012), <https://www.palmbeachpost.com/story/business/2010/07/01/with-acquisition-tate-lyle-palm/7597397007/>.

1 Florida Crystals on information and belief owns or co-owns other companies, including ASR Group
2 (f/k/a American Sugar Refining, Inc.).

3 38. Defendant was doing business in the state of California at all relevant times. Directly
4 and through its agents, Defendant has substantial contacts with and receives substantial benefits
5 and income from and through the state of California.

6 39. Defendant is the owner, manufacturer, and/or distributor of the Products. Defendant and
7 its agents promoted, marketed, and sold the Products at issue throughout the United States,
8 including, in particular, within the state of California.¹⁴ The unfair, unlawful, deceptive, and
9 misleading Challenged Representations on the Products were prepared, authorized, ratified, and/or
10 approved by Defendant and its agents to deceive and mislead consumers within the state of
11 California into purchasing the Products. Defendant issued the Challenged Representations despite
12 knowing full well that Florida Crystals' operation-wide farming methods do *not* fight climate
13 change, do *not* holistically benefit the Earth, and do *not* help create healthy soils due to both the
14 predominance of Defendant's use of burn-harvesting across its EAA farms and the water impacts
15 of these farms. Further, Defendant at all relevant times had the right and authority to discontinue
16 use of the Challenged Representations, including the time leading up to and through the incidents
17 giving rise to the claims asserted herein (including Plaintiff's Product purchases described *supra*
18 as well as all Class Members' purchases of the Products).

20 VI. FACTUAL ALLEGATIONS

22 A. In a Region Marked by Environmental Injustice, Defendant Continues to Prioritize Profit Over People and the Planet by Engaging in Harmful Pre-Harvest Sugarcane Burns

24 40. Florida Crystals, a major holding in the billionaire Fanjul family's multinational sugar
25 empire, occupies close to half of all acreage in the Everglades Agricultural Area, a sprawling
26

27 ¹⁴ Defendant sells its Products throughout California and the nation through third-party retailers as well as directly
28 through Florida Crystals' official Amazon.com store page.

1 checkerboard of farmland built on what used to be the northern third of the Everglades just south
2 of Lake Okeechobee.

3 41. The Glades—the region in western Palm Beach County in which the EAA is located—
4 is famous for its sugar, with cane fields covering more than 400,000 acres typically accounting for
5 more than half the nation’s annual cane sugar production. But the Glades is also infamous for deep-
6 seated impoverishment and institutional neglect¹⁵—a place that in the 1980s was “so racked by
7 poverty and AIDS that foreign service trainees were sent there to prepare for the Third World.”¹⁶

8 42. These dual realities remain in place generally today and are exemplified by the State’s
9 disparate approach to similar campaigns to regulate cane pre-harvest burning by two very dissimilar
10 Palm Beach County constituencies.

11 43. In 1991, after wealthy communities in eastern Palm Beach County complained about
12 cane smoke drifting eastward from the Glades, the state Department of Agriculture acted quickly
13 to ban cane burning—*but only when the wind was blowing east*. The much poorer, less-white towns
14 of the Glades received no such protection despite their closer proximity to the fires and the risks
15 they presented.

16 44. Fast-forward three decades: Florida Crystals and other Florida sugar manufacturers
17 were facing a major proposed class action alleging nuisance, trespass, strict liability for
18 ultrahazardous activities, and related causes of action for exposing Glades residents to the
19 hazardous emissions of burn-harvesting. *Coffie v. Fla. Crystals Corp.*, No. 19-80730 (S.D. Fla.
20 June 4, 2019). Big Sugar in turn flooded the Florida Legislature and executive offices with
21 lobbyists. From 2018 to 2021, Florida Crystals alone spent more on lobbying than any company
22 other than U.S. Sugar Corporation—the second head of Florida’s sugar lobby. In early 2021, these
23 investments paid dividends as Florida’s governor signed into law an expanded Florida Right to
24

25 ¹⁵ *Economics*, STOP SUGAR BURNING, <https://stopsugarburning.org/the-burning-problem/#economics> (reflecting
26 that as of 2020, Belle Glade was ranked Florida’s poorest overall city, with Pahokee ranked second, and South Bay
among the top 10 based on statewide poverty, median household income, and unemployment rate metrics) (last
accessed Feb. 27, 2025).

27 ¹⁶ Lulu Ramadan et al., *The Smoke Comes Every Year. Sugar Companies Say the Air Is Safe*, PROPUBLICA (July 8,
28 2021), <https://projects.propublica.org/black-snow/>.

1 Farm Act that severely restricted the ability of Glades residents from collectively suing polluters
 2 for exposing them to hazardous pollutants through the airborne emissions released through burn
 3 harvesting.¹⁷ The State’s seemingly disparate approach to very similar complaints over cane-
 4 burning permitting—acting speedily to proactively protect one group while blocking the other from
 5 even *seeking* justice—has provoked federal civil rights complaints alleging systemic racism.¹⁸

6 45. Yet despite years of public scrutiny of the issue, the Fanjuls’ vast wealth, and the known
 7 ways in which agricultural burning contributes to climate change by releasing intense plumes of
 8 greenhouse gases, harms the local environment, and sickens and even kills those living nearby,
 9 Defendant continues to choose to burn off the leafy matter from its EAA cane crops through
 10 controlled burns rather than slashing¹⁹—all while gaslighting consumers into thinking purchasing
 11 Florida Crystals sugar Products benefits the environment and helps fight climate change when in
 12 fact it does the opposite.

13
 14 **1. Defendant’s Pre-Harvest Burns Contribute to Rather than “Fight” Climate Change**

15 46. Sugarcane pre-harvest burning is notoriously dirty. During these burns, farm workers
 16 intentionally alight cane fields to strip the stalks of leaf detritus before the cane is chopped down,
 17 collected, and transported for further processing into various consumer products.

18
 19 ¹⁷ Lulu Ramadan & The Palm Beach Post, “*They’re Trying to Make It So We Walk Away*”: *It’s About to Get Harder to File Lawsuits Saying Sugar Harvesters Poisoned the Air*, PROPUBLICA (Apr. 28, 2021),
 20 <https://www.propublica.org/article/florida-sugar-cane-legislation>; see also Grace Coleman, *Not So Sweet: Sugarcane Burning, Florida’s Right-to-Farm Act, and Unconstitutional Takings*, COLUMBIA HUMAN RIGHTS L. REV. (Dec. 5, 2022) <https://hrlr.law.columbia.edu/hrlr-online/not-so-sweet-sugarcane-burning-floridas-right-to-farm-act-and-unconstitutional-takings/> (noting that “[w]hile every state has a right-to-farm law, Florida’s is uniquely strong because it bars all claims against farmers by landowners arising in “nuisance, negligence, trespass, personal injury, strict liability, or other tort,” so long as that claim arises from “interference with reasonable use and enjoyment of land, including, but not limited to, noise, smoke, odors, dust, fumes, particle emissions, or vibration” —essentially empowering “agricultural operators” to “harm their neighbors’ property and health with impunity”) (citing Fla. Stat. § 823.14(3)(f) (2022))).

21
 22 ¹⁸ Joya Manjur & Karimah Schoenhut, *supra* n. 12.

23
 24 ¹⁹ Defendant claims it does not conduct pre-harvest burns on its EAA organic cane fields. However, even if this were true, these fields account for only approximately 10,000 acres of Florida Crystals’ 190,000-acre EAA sugarcane operations—i.e., just over 5 percent of Defendant’s EAA cane fields. See FLORIDA CRYSTALS, https://www.floridacrystalcorp.com/Florida_Crystals_Organic_Sugar_Molasses_and_Rice_Earn_Distinctive_Regenerative_Organic_Certified_Status (last visited June 8, 2025); see also FLORIDA CRYSTALS, <https://www.floridacrystalcorp.com/> (last visited June 8, 2025). Furthermore, Defendant on information and belief does not source all of the sugar sold to consumers in the United States as Regenerative Organic Certified Products from Defendant’s EAA organic fields.

1 47. These burns are short—lasting only 15 to 40 minutes, on average—but intense, releasing
2 towering ash plumes containing greenhouse gases such as carbon dioxide, methane, and nitrogen
3 oxide, volatile organic compounds (which can contribute to climate change by altering
4 concentrations of ozone, itself a powerful greenhouse gas²⁰), and toxic gaseous compounds and
5 chemicals like polycyclic aromatic hydrocarbons, carbon monoxide, and particulate matter,
6 including the notoriously pernicious fine particulate matter called PM2.5.²¹

7 48. Recognizing the threats these emissions pose to air quality, the environment, and human
8 health, governments around the world have aggressively restricted or banned sugar pre- harvest
9 burning to reduce emissions of methane and other powerful greenhouse gases and other air
10 pollutants acted stridently to reduce pre-harvest burns. These include the world’s top three sugar
11 producing nations: Brazil,²² India,²³ and Thailand²⁴. Yet the United States—the fourth-leading
12 sugar producer—has not specifically addressed the issue, effectively leaving burn-specific
13 regulation to the states.²⁵

14 49. And even within the United States’ laissez-faire approach, Florida is unique in its
15 unwillingness to confront pre-harvest burns (absent noted exception when prevailing winds
16 threaten to push burn plumes toward West Palm Beach—incidentally, headquarters of Defendant
17 and the hub of the Fanjul family empire): Even the State of Louisiana—Florida’s arch-rival for
18

19 ²⁰ Elena David & Violeta-Carolina Niculescu, *Volatile Organic Compounds (VOCs) as Environmental Pollutants: Occurrence and Mitigation Using Nanomaterials*, 18 INT. J. ENV’T. RES. PUBLIC HEALTH 13147 (2021),
20 <https://pmc.ncbi.nlm.nih.gov/articles/PMC8700805/>.

21 ²¹ Lulu Ramadan et al., *supra* n. 16; *see also* Violeta Mugica-Alvarez et al., *Sugarcane Burning Emissions: Characterization and Emission Factors*, 193 ATMOSPHERIC ENV’T 262-72 (2018),
22 <https://www.sciencedirect.com/science/article/abs/pii/S1352231018305995>.

23 ²² Brazil’s São Paulo state, which produces more than half of the country’s sugarcane, has been phasing out cane-
burning for more than two decades under litigation passed in 2002 establishing a gradual phase-out of the practice by
2031. Fernanda Valente & Márcio Poletti Laurini, *Pre-Harvest Sugarcane Burning: A Statistical Analysis of the Environmental Impacts of a Regulatory Change in the Energy Sector*, 4 CLEANER ENGINEERING AND
24 TECHNOLOGY 100255 (2021), <https://www.sciencedirect.com/science/article/pii/S2666790821002159>.

25 ²³ India has banned and criminalized agricultural burning. *See* Ramadan et al., *supra* n. 16.

26 ²⁴ Thailand has been pressuring sugarcane farmers and sugar manufacturers to switch from burning to green
harvesting through a combination of financial incentives and penalties under air pollution policies enacted in 2019.
See Wirawat Chaya, *Reframing the Wicked Problem of Pre-Harvest Burning: A Case Study of Thailand’s Sugarcane*, 10 HELIYON e29327 (2024), <https://pubmed.ncbi.nlm.nih.gov/38623203/>; *see also* Ipsita Kumar et al., *Limiting Rice and Sugarcane Residue Burning in Thailand: Current Status, Challenges and Strategies*, 276 J. OF ENV’T.
27 MGMT. 111228 (2020), <https://www.sciencedirect.com/science/article/abs/pii/S030147972031152X>.

28 ²⁵ Ramadan et al., *supra* n. 16.

1 domestic sugar production supremacy, and itself not known for an embrace of environmental
2 regulation—was moved in the mid-1990s to pressure its cane-growers to switch from burning to
3 cutting to reduce emissions.²⁶

4 50. Defendant, by exploiting Florida’s permissive approach to pre-harvest burning—an
5 approach Defendant and the rest of Big Sugar seek to preserve through their sizeable annual
6 investments in statehouse political lobbying—adds a substantial net volume of climate-
7 destabilizing greenhouse gases to the atmosphere. Researchers have found that switching from
8 burning to green harvesting—i.e., slashing—reduces greenhouse gas emissions during the harvest
9 period by approximately 24 percent.²⁷ And even factoring in year-round emissions (produced by
10 all facets of crop growth, maintenance, and harvesting) *and* assuming the machinery involved in
11 green harvesting is diesel-powered, studies show that green harvesting still emits roughly 11
12 percent fewer greenhouse gases than does burn harvesting.²⁸

13 51. The climate benefits of green harvesting extend beyond the burn season, as studies have
14 found that burned sugarcane fields subsequently release approximately 37 percent more soil bound
15 carbon dioxide than non-burned (green-harvested) fields—due in large part to the lack of residual
16 organic matter and the destabilization of soil in these intensively burned fields.²⁹ (Green-harvested
17

18 ²⁶ Most Louisiana cane farmers reportedly now slash rather than burn their cane before harvest. *Id.*

19 ²⁷ Luciano Ito Perillo et al., *Avoiding Burning Practice and Its Consequences on the Greenhouse Gas Emission in*
20 *Sugarcane Areas Southern Brazil*, 29 ENV’T SCIENCE AND POLLUTION RSCH. 719-30 (2022),
<https://pubmed.ncbi.nlm.nih.gov/34338981/> (also reflecting a net reduction of approximately 11 percent even where
21 mechanized slashing utilized diesel equipment operations and where emissions measured over the course of the year
22 rather than only during harvest season).

23 ²⁸ *Id.* (reflecting that the roughly 24 percent emissions reduction in the harvesting phase still easily results in net
24 emissions savings when balanced against modest emission increases due to, e.g., diesel use from increased cane
25 maintenance throughout the year); *see also* M.M Acreche et al., *Greenhouse Gas Emissions from Green-Harvested*
Sugarcane With and Without Post-Harvest Burning in Tucumán, Argentina, 16 SUGAR TECH 195-99 (2014),
<https://link.springer.com/article/10.1007/s12355-013-0270-5> (supporting that despite higher emissions of nitrous
26 oxide and carbon dioxide during the non-harvest (maintenance) season, green-harvested cane crops produced lower
27 net greenhouse gas emissions on the whole than burn- harvested crops due to their steep reduction in harvest-time
28 emissions).

29 Mara Regina Moitinho et al., *Effects of Burned and Unburned Sugarcane Harvesting Systems on Soil CO2*
Emission and Soil Physical, Chemical, and Microbiological Attributes, 196 CATENA 104902 (2021),
<https://www.sciencedirect.com/science/article/abs/pii/S0341816220304537> (finding faster soil carbon emission rates
26 (2.63 $\mu\text{mol m}^{-2} \text{s}^{-1}$ versus 1.92 $\mu\text{mol m}^{-2} \text{s}^{-1}$) and shorter oil-carbon half-lives (1,033.95 days versus 1,572.82 days) in
27 burned areas than in unburned areas); *see also* Rose Luiza Moraes Tavares et al., *Soil Management of Sugarcane*
Fields Affecting CO2 Fluxes, 73 SCIENTIA AGRICOLA 543-51 (2016),
https://www.researchgate.net/publication/309407458_Soil_management_of_sugarcane_fields_affe

1 cane fields, by comparison, are typically covered by roughly 13 tons of leftover crop residue post-
2 harvesting, minimizing the escape of greenhouse gases and helping stabilize the soil.³⁰)

3 52. The science is clear: On a macro scale, farming using green harvesting methods is
4 invariably better for the climate on the whole than farming using burn-harvesting.³¹ Indeed, studies
5 support that “the most important reduction in greenhouse gas emissions from sugarcane areas could
6 be achieved by switching” from a burn-harvesting system to a green harvest system,³² as such a
7 transition can, e.g., allow sugar growers to sequester more than *seven tons* of carbon dioxide
8 equivalent per hectare every year.³³

9 53. As environmental experts put it, green harvesting “presents a higher potential for
10 stabilizing soil carbon and reducing the contribution of agriculture to greenhouse gas emissions,
11 especially CO₂, when compared to the burned sugarcane system.”³⁴

12 54. Defendant’s claims—consistent across all Products, whether organic or traditional—
13 that purchasing the Products supports farming that “help[s] fight climate change” are thus
14 necessarily false, misleading, and deceptive—and as a result, so, too, are their representations that
15 the Products result from “Farming to Help Save the Planet.” Florida Crystals, despite its
16 sophisticated knowledge of the comparative impacts of burn-harvesting and green harvesting,
17 continues to make the deliberate choice across the vast majority of its South Florida farming
18

19 _____
20 cting CO₂ fluxes; Alan Rodrigo Panosso et al., *Spatial and Temporal Variability of Soil CO₂ Emission in a*
Sugarcane Area under Green and Slash-and-Burn Managements, 105 SOIL AND TILLAGE RESEARCH 275-82
(2009), <https://www.sciencedirect.com/science/article/abs/pii/S016719870900169X>.

21 ³⁰ Moitinho et al., *supra* n. 29; *see also* Mkhonza, Nontokozi, and Pardon Muchaonyerwa, *Effect of Sugarcane*
Residue Management (Pre-Harvest Burning versus Green Cane Retention) on Soil Organic Carbon Fractions and
Aggregate Stability in Umbric Rhodic Ferralsols, 70 SOIL SCIENCE AND PLANT NUTRITION (2024),
22 <https://www.tandfonline.com/doi/full/10.1080/00380768.2024.2317239> (While green harvesting may promote initial
23 carbon dioxide emissions through microbial respiration due to increased soil health, long-term carbon sequestration
outpaces that of burn- harvested fields.).

24 ³¹ *See SOIL: The Hidden Part of the Climate Cycle*, EUROPEAN COMMISSION (2011),
https://climate.ec.europa.eu/system/files/2016-11/soil_and_climate_en.pdf; *see also* Moitinho et al., *supra* n. 29
25 (sugarcane slash-harvesting substantially more environmentally friendly and sustainable than burn-harvesting, even
accounting for slight increases in emissions in discrete segments of green-harvested cane farming).

26 ³² Eduardo Barretto de Figueiredo et al., *Greenhouse Gas Emission Associated with Sugar Production in Southern*
Brazil, 5 CARBON BALANCE MGMT. (2010), [https://cbmjournals.biomedcentral.com/articles/10.1186/1750-0680-](https://cbmjournals.biomedcentral.com/articles/10.1186/1750-0680-5-3)
27 5-3.

27 ³³ *Id.*

28 ³⁴ Moitinho et al., *supra* n. 29.

1 operations that is known to cause harm to people and the planet even though it could choose
2 otherwise.

3 **2. Defendant’s Pre-Harvest Burns Also Harm the Planet through Localized**
4 **Impacts**

5 55. In addition to contributing to (rather than fighting) climate change, Defendant through
6 its burn-harvesting approach to cane farming damages the environment in more localized fashions,
7 further undermining Defendant’s label claims that the Products come from—and whose sales
8 support—a company committed to “Farming to Help Save the Planet.” These harms include (1)
9 localized air pollution and (2) soil damage.

10 **a. Defendant’s Pre-Harvest Burns Severely Pollute Glades Air, as**
11 **Evidenced by Elevated Rates of Smoke-Related Health**
12 **Conditions Among Glades Residents**

13 56. Beyond greenhouse gases, pre-harvest cane burns have been shown to release a toxic
14 mix of chemicals similar to that released through tobacco smoking.³⁵ But none of the pollutants
15 Defendant releases through its elective pre-harvest burning is more alarming than particulate
16 matter, a mix of combusted debris and pollutants that kills tens of thousands of Americans
17 annually—with people of color disproportionately affected.³⁶

18 57. According to the EPA, agricultural interests in Palm Beach County emit more
19 particulate matter from agricultural fires than any other county in the United States. Approximately
20 98.5 percent of this comes from sugarcane burns in the Glades—a zone where Florida Crystals
21 farms close to half the cane acreage.

22 58. Even among particulate matters, PM2.5 is particularly insidious. These tiny toxins,
23 measuring 1/30th the width of a human hair, can be easily inhaled, entering the lungs and even the
24 bloodstream. From there, PM2.5 can and does cause severe health issues, including chronic asthma,
25 heart and lung diseases, and premature death. Indeed, a 2022 study by scientists at Florida State

26 _____
27 ³⁵ Ramadan et al., *supra* n. 16.

28 ³⁶ Christopher W. Tessum et al., *PM2.5 Polluters Disproportionately and Systemically Affect People of Color in the United States*, 7 SCIENCE ADVANCES (2021), <https://www.science.org/doi/10.1126/sciadv.abf4491>.

1 University found that the fine particulate matter sugarcane-burning produces can be linked to *up to*
2 *five deaths per year* in the region.³⁷

3 59. While the World Health Organization has warned against exposure to PM2.5 levels
4 exceeding 25 micrograms per cubic meter over a 24-hour period, there is no such standard for
5 shorter-period exposures such as one-hour exposures.³⁸ And there is a growing recognition among
6 experts that exposure to *any* amount of PM2.5 may be harmful to human health.³⁹ Even short
7 exposures to PM2.5, such as those Florida Crystals and other cane-burning companies in the Glades
8 produce during burn season, have been shown to impair heart function, promote clot formation,
9 and increase blood pressure.⁴⁰

10 60. In their seminal and award-winning series multimedia project “Black Snow: Big Sugar’s
11 Burning Problem,” *ProPublica* and *The Palm Beach Post* found through independent testing that
12 PM2.5 levels spiked during peak cane-burning periods in the Glades, recording levels far exceeding
13 the WHO-published 24-hour exposure limit of 25 micrograms per cubic meter during shorter
14 periods multiple times over the course of a single day.⁴¹

15 61. Glades residents are all too familiar with the local environmental harm Defendant and
16 Big Sugar unleash. This harm is visible—and, all too regularly, literally tangible—in the daily
17 scenes of pre-harvest burn plumes rising above the cane fields during the long harvesting season.⁴²
18 Local residents commonly keep inhalers and nebulizers at home, remain indoors during harvest
19 season, and become accustomed to brushing visible ash—the ubiquitous “black snow”—off their
20 clothing, porches, and cars.⁴³ And local healthcare workers plan each year for a rush on asthma
21 medications as harvest season approaches.⁴⁴

22 ³⁷ Christopher D. Holmes, *Health Effects of Sugarcane Burning*, ATMOSPHERIC CHEMISTRY AND
23 GLOBAL CHANGE RSCH. GROUP, <https://acgc.eoas.fsu.edu/health-effects-of-sugarcane-burning/>.

³⁸ Ramadan et al., *supra* n. 16.

³⁹ *Id.*

⁴⁰ Env’t. Protection Agency, 85 Fed. Reg. 24094 (proposed Apr. 30, 2020) (to be codified at 40 C.F.R. pt. 50).

⁴¹ Ramadan et al., *supra* n. 16.

⁴² Harvesting season now stretches from October to May or June each year. See Michael Adno, *A Fire in the River: Big Sugar and ‘Black Snow’ in the Everglades*, ROLLING STONE (Jan. 7, 2024),

<https://www.rollingstone.com/culture/culture-features/sugar-crop-pollutants-florida-1234924707/>.

⁴³ Ramadan et al., *supra* n. 16

⁴⁴ *Id.*; see also Gisele Galoustian, *FAU Lands \$4.2 Million NIH Grant for Air Quality, Alzheimer’s Study*, NEWS DESK (Aug. 23, 2023), <https://www.fau.edu/newsdesk/articles/agricultural-fires-grant-study.php>.

1 **B. Defendant Also Harms Rather than “Saves” the Planet through its Operation’s**
 2 **Impacts on South Florida Waters**

3 66. Defendant’s current and historical impacts on South Florida waters further establish that
 4 Defendant and its sugarcane-farming practices do not “Help Save the Planet.” Along with Big
 5 Sugar co-leader U.S. Sugar Corporation, Florida Crystals has harmed the region’s aquatic
 6 environments by severely disrupting the region’s hydrology and aquatic ecosystems through its
 7 occupation of hundreds of thousands of acres of land that historically composed the northern
 8 reaches of the Everglades.⁵⁰

9 67. Big Sugar’s pollution disrupts the ecosystems of local waterways, including Lake
 10 Okeechobee, causing deadly algal blooms, promoting the aggressive growth of aquatic species like
 11 cattails to the detriment of other species, and depriving estuarial habitats such as Biscayne Bay of
 12 essential flushes of clean freshwater.⁵¹

13 68. Additionally, Lake Okeechobee waters, laden with phosphorous and other eutrophic
 14 fertilizers, are now routinely redirected from into the St. Lucie River to the east and Caloosahatchee
 15 River to the west due in part to the Defendant’s success in securing priority rights to taxpayer-
 16 funded stormwater treatment areas (“STAs”) for agricultural runoff instead of Lake Okeechobee
 17 outflow.⁵² With Defendant and other major agricultural operators dominating STA storage for their
 18 farm runoff,⁵³ polluted lake water is rerouted away from its natural southward flow and into these
 19 rivers, sparking further deadly algal blooms.⁵⁴

20 ⁵⁰ Amy Green, *Billions of Gallons of Freshwater Are Dumped at Florida’s Coasts. Environmentalists Want That*
 21 *Water in the Everglades*, INSIDE CLIMATE NEWS (June 18, 2024)
 22 <https://insideclimatenews.org/news/18062024/everglades-wetlands-toxic-algae-pollution/> (detailing Big Sugar’s
 23 dominant role in EAA’s blockage of natural southward water flow through “River of Grass” into heart of surviving
 24 portion of Everglades along with correlated redirection of now-polluted water flow to Lake Okeechobee and outflow
 25 waterways to ocean).

26 ⁵¹ Green, *supra* n. 49; see also Tim Padgett, *‘Not Even Close’: Clean-Up of Everglades Water Polluted by Big Sugar*
 27 *Struggles to Keep Up*, WLRN PUBLIC MEDIA (Dec. 6, 2023) [https://www.wlrn.org/environment/2023-12-](https://www.wlrn.org/environment/2023-12-06/everglades-restoration-sugar-farms-phosphorous-water)
 28 [06/everglades-restoration-sugar-farms-phosphorous-water](https://www.wlrn.org/environment/2023-12-06/everglades-restoration-sugar-farms-phosphorous-water) (noting how “Florida’s Big Sugar barons, such as Alfonso
 Fanjul, whose family owns Florida Crystals, have for decades resisted state and federal efforts to cede the land
 necessary for vital water storage and clean-up”).

⁵² *Deep Dive: If the STAs Were Reserved for Lake Water, Lake O Might Be Below 13 Feet Now*, VOTEWATER,
<https://votewater.org/deep-dive-if-the-stas-were-reserved-for-lake-water-lake-o-might-be-below-13-feet-now/>.

⁵³ *Spotlight On: Stormwater Treatment Areas*, FRIENDS OF THE EVERGLADES (Jan. 31, 2023)

<https://www.everglades.org/spotlight-on-stormwater-treatment-areas/> (reporting that Lake Okeechobee runoff
 accounted for only 10.5 percent of STA water storage during the prior water year).

⁵⁴ *Deep Dive: If the STAs Were Reserved for Lake Water, Lake O Might Be Below 13 Feet Now*, *supra* n. 53.; see
 also *How the Federal Sugar Program Leads to Dirtier Water*, VOTEWATER, <https://votewater.org/how-the-federal->

1 69. Florida Crystals, as one of the largest landholders in the EAA separating Lake
 2 Okeechobee from what remains of the Everglades, plays a leading role in Big Sugar’s disruption
 3 of the natural southward flow of the “River of Grass” as well as the eutrophication of natural
 4 waterways through runoff of fertilizers, including phosphorous, it uses on its farms.⁵⁵

5 70. Indeed, Defendant to this day continues to pursue profit over concerns for South Florida
 6 waterways—most recently, in the form of its Southland Water Resource Project limestone rock
 7 mine, which the Palm Beach County Commission approved last year despite concerns that the 34-
 8 year project could “cripple future Everglades restoration projects.”⁵⁶

9 71. Through its actions, Defendant both starves the Everglades of essential replenishing
 10 clean water inflow and contributes through its redirection of polluted water to the eutrophication of
 11 Lake Okeechobee, outflow rivers, and ultimately Florida’s estuarial and oceanic aquatic
 12 ecosystems. Defendant’s impacts on South Florida waters thus further render Defendant’s Product
 13 label claims that Florida Crystals farms “Help Save the Planet”—and that consumers’ purchases of
 14 the Products thus *support* that outcome—false, misleading, and deceptive.

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 16
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 19
 20

 21 [sugar-program-leads-to-dirtier-water/](#) (noting the direct role of Defendant and Big Sugar through their dominance of
 STA capacity in forcing discharge of Lake Okeechobee water to the St. Lucie and Caloosahatchee estuaries, “where
 it crashes salinity levels, boosts turbidity, feeds red tide and fosters massive blooms of toxic blue-green algae”).

22 ⁵⁵ Padgett, *supra* n. 50; *see also* Amy Green, *In Florida, State Rules Concentrate Toxic Smoke in Underserved*
Communities, INSIDE CLIMATE NEWS (Mar. 10, 2025), [https://insideclimatenews.org/news/10032025/florida-](https://insideclimatenews.org/news/10032025/florida-sugar-toxic-smoke-underserved-communities/)
 23 [sugar-toxic-smoke-underserved-communities/](#) (noting the EAA’s major sugar growers’ role in the watershed’s
 degradation as well as their “resistance through the years to various means of tackling the problem,” with the State of
 Florida having “invested some \$2 billion toward addressing the farmers’ pollution” as a result in addition to multi-
 24 billion-dollar federal funding of related restoration efforts); Mary Williams Walsh, *Florida Deal for Everglades May*
Help Big Sugar, NEW YORK TIMES (Sept. 13, 2008),

25 <https://www.nytimes.com/2008/09/14/business/14fanjul.html?dbk> (noting the historical role of large agricultural
 companies such as Florida Crystals in depriving the Everglades of “regular flooding that wetlands need”).

26 ⁵⁶ Timothy O’Hara, *Palm Beach County approves sugar rock mine in Everglades despite Treasure Coast opposition*,
 TREASURE COAST NEWS (May 22, 2025), [https://www.tcpalm.com/story/news/local/indian-river-](https://www.tcpalm.com/story/news/local/indian-river-lagoon/2025/05/22/palm-beach-county-commission-to-vote-on-florida-crystals-sugar-rock-mine-in-everglades/83771283007/)
 27 [lagoon/2025/05/22/palm-beach-county-commission-to-vote-on-florida-crystals-sugar-rock-mine-in-](#)
 28 [everglades/83771283007/](#).

1 **C. Consumers Were Misled by the Challenged Representations to Their Detriment**

2 72. On average, the American consumer takes only about 13 seconds to make an in-store
3 purchasing decision and 19 seconds to purchase goods online.⁵⁷ These decisions rely heavily on
4 what consumers first see when considering the product: its packaging and front-label claims.⁵⁸

5 73. At the same time, studies show that consumers are willing to pay more for products
6 when they believe their purchasing decisions will benefit the environment.⁵⁹ Yet studies show that
7 a significant majority of consumers cannot readily define even the most commonplace of general
8 environmental benefit marketing claims.”⁶⁰

9 74. Sophisticated corporations like Defendant know this. And the unscrupulous among them
10 exploit this intersection of consumer attention and demand by promoting their products using false,
11 misleading, or deceptive environmental claims—i.e., greenwashing.

12 75. Recognizing this problem, the United States Federal Trade Commission (“FTC”) created
13 the “Green Guides” to help companies avoid making misleading and deceptive claims.⁶¹ The Green
14 Guides specifically address “general environmental benefit claims,” such as Defendant’s
15 Challenged Representations, that are generally “deceptive to misrepresent, directly or by
16 implication, that a product, package, or service offers a general environmental benefit,” as “general
17 environmental benefit claims are difficult to interpret and likely convey a wide range of meanings,”
18 including, for example, “that the product, package, or service” likely “has specific and far-reaching
19 environmental benefits” and/or “that the item or service has no negative environmental impact.”⁶²

20 76. The Green Guides further state that “[b]ecause it is highly unlikely that marketers can
21 substantiate all reasonable interpretations of these claims, marketers should not make unqualified

22 _____
⁵⁷ Randall Beard, *Make the Most of Your Brand’s 20-Second Window*, NIELSEN (Jan. 2015),

23 <https://www.nielsen.com/us/en/insights/article/2015/make-the-most-of-your-brands-20-second-window/>.

24 ⁵⁸ *Id.*

25 ⁵⁹ Sherry Frey et al., *Consumers care about sustainability—and back it up with their wallets*, MCKINSEY & CO.
26 (Feb. 6, 2023), <https://www.mckinsey.com/industries/consumer-packaged-goods/our-insights/consumers-care-about-sustainability-and-back-it-up-with-their-wallets/>

27 ⁶⁰ See Soren Amelang, “Climate Neutral” Product Labels Mislead Vast Majority of Consumers, CLEAN ENERGY
28 WIRE (Sep. 26, 2022), <https://www.cleanenergywire.org/news/climate-neutral-product-labels-mislead-vast-majority-consumers-survey> (analyzing study finding that only three of 100 participants understood scope of “carbon neutral” marketing claim).

⁶¹ See generally 16 C.F.R. § 260 – Guides for the Use of Environmental Marketing Claims.

⁶² 16 C.F.R. § 260.4

1 general environmental benefit claims,” and “should not imply that any specific benefit is significant
2 if it is, in fact, negligible.”⁶³ The Green Guides hold that where “a qualified general claim conveys
3 that a product is more environmentally beneficial overall because of the particular touted benefit(s),
4 marketers should analyze trade-offs resulting from the benefit(s) to determine if they can
5 substantiate this claim,” though “[e]ven if a marketer explains, and has substantiation for, the
6 product’s specific environmental attributes, this explanation will not adequately qualify a general
7 environmental benefit claim if the advertisement otherwise implies deceptive claims.”⁶⁴

8 77. The Green Guides also analyze the potential misleading effect of the phrase “Eco-
9 Friendly,” concluding that the phrase “likely conveys that the product has far-reaching
10 environmental benefits and may convey that the product has no negative environmental impact.
11 Because it is highly unlikely that the marketer can substantiate these claims, the use of such a brand
12 name is deceptive.”⁶⁵

13 78. Elected officials and state regulators in California and elsewhere have gone further,
14 adopting and enforcing stringent reporting requirements—generally focused on the essential role
15 of substantiation in preventing consumer deception—for companies that choose to use
16 environmental marketing claims to increase sales while encouraging federal regulators to follow
17 suit.

18 79. For example, a coalition of attorneys general from California and 14 other states as well
19 as the District of Columbia urged the FTC in April 2023 to adopt heightened substantiation
20 standards for general environmental benefit claims through long-awaited updates to the Green
21 Guides. In comments submitted to the agency, the coalition noted that such marketing claims were
22 particularly vulnerable to *multiple reasonable interpretations*, observing that, e.g., “the scope of a
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24
25

26 ⁶³ *Id.*

27 ⁶⁴ *Id.*

28 ⁶⁵ *Id.*

1 “carbon neutral” claim often is unclear, and reasonable consumers may assume that such a claim
2 applies to the entire production and supply chain of a product, or to a company’s entire operation.”⁶⁶

3 80. The state regulators authors also noted that “comparative” environmental claims were
4 highly susceptible to different reasonable interpretations, urging the FTC to revise the Green Guides
5 to require more stringent substantiation as to these claims as well.⁶⁷

6 81. Finally, the coalition of regulators also encouraged the FTC to revise Section 260(b) of
7 the Green Guides to highlight the specific challenge associated with climate change-related
8 marketing claims, recommending that the agency add the following language:

9
10 Research suggests that reasonable consumers may interpret claims that a product,
11 service, operation, or company is “carbon neutral,” “climate neutral,” “net zero,
12 “carbon negative,” “low carbon,” or any other term that suggests a product or its
13 production or a service, company, or operation has a neutral, positive, or minimal
14 impact on climate change differently than marketers may intend. **Unless marketers
15 have substantiation for all their express and reasonably implied climate change-
16 related claims, marketers should clearly and prominently qualify their climate
17 change-related claims.** For instance, marketers may minimize the risk of deception by
18 specifying whether the term “carbon neutral” applies to the production of a product,
19 the pre- or post-production supply chain, or a company’s greater operations as they
20 relate to the product.⁶⁸

21
22 82. The California Department of Justice’s participation in the coalition’s submission of
23 Green Guides comments mirrors recent California legislation enacted in this space, with companies
24 now required to substantiate their climate-related marketing claims, including assertions that they
25 have made significant reductions to their carbon dioxide or greenhouse gas emissions.⁶⁹

26 ⁶⁶ Bonta, Rob, et al., *Green Guides Review, Matter No. P954501*, at 16 (April 24, 2023),

27 <https://oag.ca.gov/system/files/attachments/pressdocs/Comments%20to%20FTC%20re%20Green%20Guides%204.23.pdf>.

28 ⁶⁷ *Id.* at 17-18 (emphasizing that such claims must be clear and substantiated to minimize their propensity to mislead reasonable consumers).

⁶⁸ *Id.* (emphasis added)

⁶⁹ Cal. Health & Safety Code § 44475.2 (codifying AB 1305); *see also* Cal. Bus. & Prof. Code § 17580 (requiring companies marketing consumer goods as “not harmful to, or . . . beneficial to, the natural environment, through the use of such terms as “environmental choice,” “ecologically friendly,” “earth friendly,” “environmentally friendly,” “ecologically sound,” “environmentally sound,” “environmentally safe,” “ecologically safe,” “environmentally lite,” “green product,” or any other like term” to maintain written specified records to substantiate the claim).

1 83. Defendant is among the companies that engages in the exact sorts of greenwashing the
2 Green Guides and California regulators and legislators warn against, capitalizing on growing
3 consumer demand for purportedly environmentally friendly products through its selection and
4 placement presentation of the Product claims: On the Products’ front labels, Defendant represents
5 that the Products come from—and, in turn, whose sales support—a company that is “Farming to
6 Help Save the Planet” through farms that “help fight climate change & build healthy soil,”
7 presenting the claims to consumers on green-dominated packaging. These Challenged
8 Representations squarely qualify as the sort of general environmental benefit claims federal and
9 state regulators warn are inherently vulnerable to misleading reasonable consumers. For example,
10 the label claim “Farming to Help Save the Planet” is highly analogous to the claim of “Eco-
11 Friendly”—a claim that promises “far-reaching environmental benefits” to Plaintiff and other
12 reasonable consumers yet in defying easy substantiation is inherently “deceptive.”⁷⁰

13 84. Tellingly, nowhere on the Products’ packaging does Defendant attempt to meaningfully
14 substantiate *any* of these general environmental benefit claims.⁷¹

15 85. Nor, more narrowly, does Defendant “clearly and prominently qualify” its label claim
16 that Florida Crystals farms “help fight climate change,” seemingly running afoul of the 2023
17 recommendations from the California Department of Justice and regulators from 14 other states as
18 to climate change-related marketing claims—recommendations that flowed directly from these
19 authorities’ efforts to identify and protect the reasonable consumer in this context from being
20 deceived.⁷²

21 86. As such, the Challenged Representations are paradigmatic examples of the class of
22 difficult- or impossible-to-substantiate general environmental benefit claims the Green Guides,
23 legislators, and state regulatory agencies caution against. The total absence of information on the
24

25 _____
26 ⁷⁰ 16 C.F.R. § 260.4.

27 ⁷¹ Defendant through text on the Products’ back labels does, e.g., tout its efforts to support “local habitats for
pollinators and birds” and assert that its operations pull “carbon from the air and [store] it in the soil.” None of these
less-prominent claims serve to substantiate—or even more sharply define—any of the Challenged Representations.

28 ⁷² Bonta, *supra* n. 66, at 17-18.

1 Product labels attempting to define or substantiate the Challenged Representations renders
2 Defendant’s label claims highly likely to deceive reasonable consumers.⁷³

3 87. Defendant perpetuates these false claims with Florida Crystals’ overall branding, which
4 centers on purported assurances of sustainable farming practices. And Florida Crystals’ marketing
5 web copy reinforces and amplifies the Products’ false labeling, further assuring prospective
6 customers that their purchase of the Products will support a company whose farming operations
7 protect or otherwise benefit the environment, fight climate change, and improve soil quality when
8 in fact the opposite is true.

9 88. As a result of Defendant’s explicit misrepresentations, reasonable consumers are led to
10 believe that buying Florida Crystals’ Products will help save the planet, fight climate change, and
11 build healthy soils by supporting Defendant and its farming operations. Through this positioning,
12 Florida Crystals distinguishes itself—and the Products whose label marketing relies on Defendant’s
13 purported companywide attributes—in a highly competitive market.

14 89. **Products.** Defendant manufactures, markets, promotes, advertises, labels, and sells
15 several varieties of organic and non-organic sugar Products in multiple sizes, including in single
16 and multi-packs. Each of these Products carries one or more of the Challenged Representations on
17 its front-facing label.

18 90. **The Challenged Representations.** On the Products’ front labels, Defendant
19 conspicuously displays the Challenged Representations. Specifically, Defendant falsely and
20 misleadingly presents the Products as vehicles to support Florida Crystals’ “Farming to Help Save
21 the Planet” as well as its farms that “help fight climate change & build healthy soil.”

22 91. **Reasonable Consumer’s Perception.** The Challenged Representations and marketing
23 claims lead reasonable consumers, like Plaintiff, to believe that purchasing the Products will—
24

25 ⁷³ Some of the Products contain additional front-label text identifying those Products as “USDA Organic,”
26 “Regenerative Organic Certified,” and “Non-GMO Project Verified.” Reasonable consumers like Plaintiff do not and
27 would not read those to either substantiate or limit the Challenged Representations. To the contrary, reasonable
28 consumers would interpret these additional claims as speaking only to organic certification status and GMO use
rather than to whether Defendant’s farms benefit the environment, help fight climate change, or help build healthy
soils—i.e., to mean *what they actually say*.

1 through supporting Florida Crystals’ farming operations—benefit the Earth and soil and help fight
2 climate change. Many consumers are interested in purchasing products whose manufacturers and/or
3 sellers have taken proactive measures to offset or otherwise reduce the climate or other
4 environmental harm of their operations. Front-label representations, such as the Challenged
5 Representations, are material to such consumers’ purchasing decisions. However, contrary to the
6 Challenged Representations, purchasing Defendant’s Products neither benefits the Earth’s natural
7 systems nor helps combat climate change due to the realities of Defendant’s EAA farming practices
8 as a whole.

9 92. **Materiality.** The Challenged Representations are material to reasonable consumers,
10 including Plaintiff, in deciding whether to buy the Products at their listed prices because it is
11 important to a reasonable consumer whether a product presented as distinctively beneficial to the
12 environment, climate, and soil through its purchase *is actually so*. This is particularly true where,
13 as here, the Challenged Representations through their falsity induce reasonable consumers to invest
14 in products that in fact oppose the very things they tell consumers they will support through their
15 purchases. Plaintiff and other reasonable consumers concerned about environmental protection and
16 climate change seek out and are willing to pay more for products affirmatively presented to
17 consumers as an opportunity to use their purchasing power to protect or repair the environment and
18 fight climate change. Defendant’s representations thus motivate Plaintiff to buy the Products—
19 either at all or at the price premiums at which they’re sold.

20 93. **Reliance.** The Class, including Plaintiff, reasonably relied on the Challenged
21 Representations in deciding to purchase the Products, as Plaintiff, as well as the Class, made their
22 purchase decisions at least in part based on their reasonable belief that their purchase of the Products
23 would support large-scale farming that helps protect and otherwise benefit the Earth’s natural
24 environments, helps fight climate change, and/or helps create healthy soils based on Defendant’s
25 Challenged Representations.

26 94. **Falsity.** The Challenged Representations are false, misleading, and deceptive because,
27 contrary to the Challenged Representations, Defendant’s farming operations *harm* the environment
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1 as well as the soil and contribute to climate change rather than “Help Save the Planet,” “fight
2 climate change,” or “build healthy soil.” The Challenged Representations on the Products’ front
3 labels are therefore literally false.

4 95. **Consumers Lack Knowledge of Falsity.** Plaintiff and the proposed Class Members
5 had no reason to know at the time of purchase that the Products’ Challenged Representations are
6 false, misleading, deceptive, and unlawful. Consumers rely on the Challenged Representations to
7 mean purchasing the Products would, through Defendant’s farming practices, help save the planet
8 and build healthy soil while combatting climate change. Unlike Defendant, Plaintiff and the
9 proposed Class Members do not possess the specialized knowledge required to conclude whether
10 the Challenged Representations’ claims of the generalized environmental benefits of Florida
11 Crystals’ farming operations are accurate.

12 96. **Defendant’s Knowledge.** Defendant knew or should have known that the Challenged
13 Representations were false, misleading, deceptive, and unlawful at the time it manufactured,
14 marketed, advertised, labeled, and sold the Products using the Challenged Representations to
15 Plaintiff and the Class.

16 a. **Knowledge of Reasonable Consumers’ Perception.** Defendant knew or should
17 have known that the Challenged Representations “Farming to Help Save the Planet”
18 and farms that “help fight climate change & build healthy soil” would lead
19 reasonable consumers to believe that purchasing the Products’ would supports
20 farming operations that benefited the planet’s natural environments, soils, and
21 efforts to combat climate change. Not only has Defendant utilized a longstanding
22 brand strategy in electing to promote the Products with general environmental
23 benefit label claims concerning Defendant’s cultivated companywide “green” brand
24 identity, but it also has an obligation under Section 5 of the Federal Trade
25 Commission Act, codified at 15 U.S.C. Section 45, *et seq.*, to evaluate its marketing
26 claims from the perspective of the reasonable consumer. That means Defendant was
27 statutorily obligated to consider whether the Challenged Representations, be they in
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1 isolation or conjunction with its marketing strategy, would mislead reasonable
2 consumers into believing that buying the Products would help save the planet, fight
3 climate change, and build healthy soils. Thus, Defendant either knew that the
4 Challenged Representations were misleading before it marketed the Products to the
5 Class, including Plaintiff, or Defendant would have known that the Challenged
6 Representations were deceptive had it complied with its statutory obligations.

7 b. **Knowledge of Falsity.** Defendant manufactured and marketed the Products with the
8 Challenged Representations, but opted to make Products that do not conform with
9 the representations. Specifically, Defendant advertised and labeled the Products
10 with the Challenged Representations but chose to harm the environment and
11 contribute to—rather than combat—climate change by systematically using burn-
12 harvesting farming methods and contributing to South Florida’s water quality issues.

13 c. **Knowledge of Materiality.** Defendant knew or should have known of the
14 Challenged Representations’ materiality to consumers. *First*, manufacturers and
15 marketers, like Defendant, generally reserve the front primary display panel of
16 labels on consumer products for the most important and persuasive information,
17 which they believe will motivate consumers to buy the products. Here, the
18 conspicuousness of the Challenged Representations on the Products’ labels
19 demonstrates Defendant’s awareness of that placement’s importance to consumers
20 and Defendant’s understanding that consumers prefer and are motivated to buy
21 products that conform to the Challenged Representations. *Second*, manufacturers
22 and marketers repeat marketing claims to emphasize and characterize a brand or
23 product line, shaping the consumers’ expectations, because they believe those
24 repeated messages will drive consumers to buy the Products. Here, Defendant’s
25 consistent use of the Challenged Representations on countless Products and
26 throughout its Florida Crystals marketing campaign demonstrates Defendant’s
27 awareness that the falsely advertised Product attributes of helping save the planet,
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1 fight climate change, and build healthy soils were and are important to consumers.
2 This also establishes Defendant’s intent to convince consumers that the Products
3 conform to the Challenged Representations and, ultimately, drive Product sales.
4 Thus, Defendant knew, in designing the Products, that the Challenged
5 Representations were material to consumers—and the sales-driven revenue they
6 represent to the company.

7 d. **Defendant’s Continued Deception, Despite Its Knowledge.** Defendant, as the
8 manufacturer and marketer of the Products, had exclusive control over the
9 Challenged Representations’ inclusion on the Products’ labels and advertisements—
10 i.e., Defendant readily and easily could have stopped using the Challenged
11 Representations to sell the Products. However, despite Defendant’s knowledge of
12 both the Challenged Representations’ falsity and the reasonable consumer’s reliance
13 on the prominent, front-label Challenged Representations in deciding whether to
14 buy the Products, Defendant deliberately chose to market the Products with the
15 Challenged Representations, thereby misleading consumers into buying or
16 overpaying for the Products. Thus, Defendant at all relevant times knew or should
17 have known that the Challenged Representations misled and continue to mislead
18 reasonable consumers, such as Plaintiff and the proposed Class Members, into
19 buying the Products to attain the Product attributes that Defendant falsely advertised
20 and warranted.

21 97. **Detriment.** Plaintiff and similarly situated consumers would not have purchased the
22 Products—or would not have overpaid a price premium for them—had they known that the
23 Challenged Representations were false and misleading and, therefore, that purchasing the Products
24 does not in fact support farming operations that on the whole help save the planet, fight climate
25 change, or build healthy soils as Defendant claimed, promised, warranted, advertised, and/or
26 represented. Accordingly, based on Defendant’s Challenged Representations, reasonable
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1 consumers, including Plaintiff and the proposed Class Members, purchased the Products to their
2 detriment.

3 **D. The Products Are Substantially Similar**

4 98. As described herein, Plaintiff purchased the Florida Crystals Regenerative Organic
5 Raw Cane Sugar Product in the two-pound bag size (the “**Purchased Products**”) on multiple
6 occasions.

7 99. The Florida Crystals Regenerative Organic Raw Cane Sugar Product in the two-pound
8 bag size and the other Products detailed above in all listed sizes and combinations (the
9 “**Unpurchased Products**”) are substantially similar to the Purchased Products.

- 10 a. **Defendant.** All Products are manufactured, sold, marketed, advertised, and labeled
11 by Defendant.
- 12 b. **Marketing Demographics.** All Products are marketed directly to consumers for
13 personal consumption.
- 14 c. **Purpose.** All Products are sugar products sold to consumers for everyday home use.
- 15 d. **Use.** All Products are used in the same manner: consumed as food.
- 16 e. **Challenged Representations.** All Products—both organic and conventional—
17 contain one or more of the Challenged Representations on their front labels—further
18 supporting that Plaintiff and other consumers would reasonably interpret the claims
19 as referencing Defendant’s farming operations *writ large* rather than referring more
20 narrowly to the farming practices on only Defendant’s organic *or* conventional cane
21 fields.
- 22 f. **Packaging.** All Products are similarly packaged, with the only relevant distinctions
23 being (1) the Product size (whether sold solo or as part of a multi-pack) and (2)
24 whether their packaging is from the older or newer marketing campaign (though all
25 share the same claim of being beneficial to the Earth).
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1 g. **Key Attributes.** All Products are advertised as produced by a company dedicated
2 to and actively engaged in “Farming to Help Save the Planet” and whose farms “help
3 fight climate change & build healthy soil.”

4 h. **Misleading Effect.** The misleading effect of the Challenged Representations on
5 consumers is the same for all Products in that consumers overpay for products whose
6 purchase they are led to believe supports farming that on its whole benefits the Earth
7 and its soil while effectively fighting climate change when, in reality, Defendant’s
8 farming practices do not on the whole help save the planet, fight climate change, or
9 build healthy soils due to Defendant’s systemic burn-harvesting and detrimental
10 impact on South Florida waters.

11 **E. No Adequate Remedy at Law**

12 100. **No Adequate Remedy at Law.** Plaintiff and Class Members are entitled to
13 equitable relief because no adequate remedy at law exists.

14 101. **Broader Statutes of Limitations.** The statutes of limitations for the causes of action
15 pled herein vary. The limitations period is four years for claims brought under the UCL, which is
16 one year longer than the statutes of limitations under the FAL and CLRA. In addition, the statutes
17 of limitations vary for certain states’ laws for breach of warranty and unjust enrichment/restoration
18 (i.e., between approximately two and six years). Thus, California Subclass members who purchased
19 the Products more than three years prior to the filing of the complaint would be barred from
20 recovery if equitable relief were not permitted under the UCL. Similarly, Nationwide Class
21 members who purchased the Products prior to the furthest reach-back under the statute of
22 limitations for breach of warranty would be barred from recovery if equitable relief were not
23 permitted for restitution/unjust enrichment.

24 102. **Broader Scope of Conduct.** In addition, the scope of actionable misconduct under
25 the unfair prong of the UCL is broader than the other causes of action asserted herein. This includes,
26 for example, Defendant’s overall unfair marketing scheme to promote and brand the Products with
27 the Challenged Representations across a multitude of media platforms, including the Products’
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1 labels and Florida Crystals' website and official Amazon.com store, over a long period of time in
2 order to gain an unfair advantage over competitor products and to exploit consumers' desire for
3 products that comport with the Challenged Representations. The UCL also creates a cause of action
4 for violations of law (such as statutory or regulatory requirements and court orders related to similar
5 representations made on the type of products at issue). Thus, Plaintiff and Class Members may be
6 entitled to restitution under the UCL while not entitled to damages under other causes of action
7 asserted herein (e.g., the FAL requires actual or constructive knowledge of the falsity; the CLRA
8 is limited to certain types of plaintiffs (an individual who seeks or acquires, by purchase or lease,
9 any goods or services for personal, family, or household purposes), and other statutorily enumerated
10 conduct). Similarly, unjust enrichment/restitution is broader than breach of warranty. For example,
11 in some states, breach of warranty may require a showing of privity of contract or pre-lawsuit
12 notice—neither of which is typically required to establish unjust enrichment/restitution. Thus,
13 Plaintiff and Class Members may be entitled to recover under unjust enrichment/restitution while
14 not entitled to damages under breach of warranty where they purchased the Products from third-
15 party retailers or did not provide adequate notice of a breach prior to the commencement of this
16 action.

17 103. **Injunctive Relief to Cease Misconduct and Dispel Misperception.** Injunctive
18 relief is appropriate on behalf of Plaintiff and Class Members because Defendant continues to
19 misrepresent the Products with the Challenged Representations. Injunctive relief is necessary to
20 prevent Defendant from continuing to engage in the unfair, fraudulent, and/or unlawful conduct
21 described herein and to prevent future harm—none of which can be achieved through available
22 legal remedies (such as monetary damages to compensate past harm). Further, injunctive relief, in
23 the form of affirmative disclosures or other corrective action, is necessary to dispel the public
24 misperception about the Products that has resulted from years of Defendant's unfair, fraudulent,
25 and unlawful marketing efforts. Such disclosures would include, but are not limited to, publicly
26 disseminated statements providing accurate information about the Products' true nature; and/or
27 requiring prominent qualifications and/or disclaimers on the Products' front labeling concerning
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1 the Products’ true nature. An injunction requiring affirmative disclosures to dispel the public’s
2 misperception and prevent the ongoing deception—and repeat purchases based thereon—is also
3 not available through a legal remedy (such as monetary damages). In addition, Plaintiff is currently
4 unable to accurately quantify the damages caused by Defendant’s future harm because discovery
5 and Plaintiff’s investigation have not concluded, rendering injunctive relief all the more necessary.
6 For example, because the Court has not yet certified any class, the following remains unknown: the
7 scope of the class, the identities of its members, prices of past/future Product sales, and quantities
8 of past/future Products sales.

9 104. **Public Injunction.** Further, because a “public injunction” is available under the
10 UCL, damages would not adequately “benefit the general public” in a manner equivalent to an
11 injunction.

12 105. **California v. Nationwide Class Claims.** Violations of the FAL, CLRA, and UCL
13 are claims asserted against Defendant on behalf of Plaintiff and the California Subclass, while
14 breaches of express and implied warranty and unjust enrichment/restitution are asserted on behalf
15 of Plaintiff and the Nationwide Class. Dismissal of farther-reaching claims, such as restitution,
16 would bar recovery for non-California members of the Nationwide Class. In other words, legal
17 remedies available or adequate under the California-specific causes of action (such as the FAL,
18 CLRA, and UCL) have no impact on this Court’s jurisdiction to award equitable relief under the
19 remaining causes of action asserted on behalf of non-California putative class members.

20 VII. CLASS ACTION ALLEGATIONS

21 106. **Class Definition.** Plaintiff brings this action as a class action on behalf of
22 themselves and all others similarly situated as members of the Class defined as follows:

- 23 • All residents of the United States who, within the applicable statute of limitations
24 periods, purchased the Products containing one or more of the Challenged
25 Representations on the Products’ labels for purposes other than resale (“**Nationwide**
26 **Class**”); *and*

- All residents of California who, within four years prior to the filing of this action, purchased the Products containing one or more of the Challenged Representations on the Products' labels for purposes other than resale ("**California Subclass**").

The "Nationwide Class" and "California Subclass" are collectively referred to as the "**Class**."

107. **Class Definition Exclusions.** Excluded from the Class are: (i) Defendant, its assigns, successors, and legal representatives; (ii) any entities in which Defendant has controlling interests; (iii) federal, state, and/or local governments, including, but not limited to, their departments, agencies, divisions, bureaus, boards, sections, groups, counsels, and/or subdivisions; and (iv) any judicial officer presiding over this matter and person within the third degree of consanguinity to such judicial officer.

108. **Reservation of Rights to Amend the Class Definition.** Pursuant to California Civil Code Section 382, Plaintiff reserves the right to amend or otherwise alter the Class definition presented to the Court at the appropriate time in response to facts learned through discovery, legal arguments advanced by Defendant, or otherwise.

109. **Numerosity.** Members of the Class are so numerous that joinder of all members is impracticable. Upon information and belief, the Nationwide Class consists of tens of thousands of purchasers (if not more) dispersed throughout the United States, and the California Subclass likewise consists of thousands of purchasers (if not more) dispersed throughout the state of California. Accordingly, it would be impracticable to join all members of the Class before the Court.

110. **Common Questions Predominate.** There are numerous and substantial questions of law or fact common to all members of the Class that predominate over any individual issues. These common questions of law or fact include:

1. Whether Defendant engaged in unlawful, unfair, or deceptive business practices by advertising and selling the Products in the manners alleged;
2. Whether Defendant's labeling and advertising of the Products is misleading in violation of Business and Professions Code Section 17500, *et seq.*;

- 1 3. Whether Defendant knew or by the exercise of reasonable care should have known
2 that its labeling and advertising was and is misleading in violation of Business and
3 Professions Code Section 17500, *et seq.*;
- 4 4. Whether Defendant’s conduct of advertising and selling the Products with the
5 Challenged Representations despite Florida Crystals’ farming operations *not*
6 helping “Save the Planet, “Fight Climate Change,” or “Build Healthy Soils”
7 constitutes an unfair method of competition or unfair or deceptive act or practice
8 in violation of Civil Code Section 1750, *et seq.*;
- 9 5. Whether Defendant used deceptive representations in connection with the sale of
10 the Products in violation of Civil Code Section 1750, *et seq.*;
- 11 6. Whether Defendant represented that the Products have characteristics that they do
12 not have in violation of Civil Code Section 1750, *et seq.*;
- 13 7. Whether Defendant advertised the Products with intent not to sell them as
14 advertised in violation of Civil Code Section 1750, *et seq.*;
- 15 8. Whether Defendant’s conduct is an unfair business practice within the meaning of
16 Business and Professions Code Section 17200, *et seq.*;
- 17 9. Whether Defendant’s conduct is a fraudulent business practice within the meaning
18 of Business and Professions Code Section 17200, *et seq.*;
- 19 10. Whether Defendant’s conduct is an unlawful business practice within the meaning
20 of Business and Professions Code Section 17200, *et seq.*;
- 21 11. Whether Plaintiff and the Class paid more money for the Products than they
22 actually received;
- 23 12. How much more money Plaintiff and the Class paid for the Products than they
24 actually received;
- 25 13. Whether Defendant’s conduct constitutes breach of warranty;
- 26 14. Whether Plaintiff and the Class are entitled to injunctive relief; *and*
- 27 15. Whether Defendant was unjustly enriched through its unlawful conduct.
- 28

1 to disclose, and Plaintiff and members of the California Subclass would not have purchased the
2 Products and/or would have purchased them on different terms had they known the truth.

3 138. **Causation/Reliance/Materiality.** Plaintiff and the California Subclass suffered
4 harm as a result of Defendant's violations of the CLRA because they relied on the Challenged
5 Representations in deciding to purchase the Products. The Challenged Representations were
6 together a substantial factor.

7 139. **Section 1782(d).** Pursuant to California Civil Code, Section 1782, Plaintiff's
8 counsel, acting on behalf of all members of the Class, concurrent with the filing of this Complaint
9 mailed a demand letter, via U.S. Certified Mail, return receipt requested, addressed to Defendant at
10 their shared headquarters and principal place of business registered with the Florida Department of
11 State (1 North Clematis Street, Suite 200, West Palm Beach, FL 33401) as well as to Defendant's
12 shared registered agent for service of process (Corporate Creations Network, Inc., 801 U.S.
13 Highway 1, North Palm Beach, FL 33408).

14 140. **Causation.** As a direct and proximate result of Defendant's misconduct in violation
15 of the CLRA, Plaintiff and members of the California Subclass were harmed in the amount of the
16 purchase price they paid for the Products, causing Plaintiff and members of the Class to suffer and
17 continue to suffer economic losses and other damages including, but not limited to, the amounts
18 paid for the Products, and any interest that would have accrued on those monies.

19 141. **Injunction.** Given that Defendant's conduct violated California Civil Code Section
20 1780, Plaintiff and members of the California Subclass are entitled to seek, and do hereby seek,
21 injunctive relief to put an end to Defendant's violations of the CLRA and to dispel the public
22 misperception generated, facilitated, and fostered by Defendant's false advertising campaign.
23 Plaintiff has no adequate remedy at law. Without equitable relief, Defendant's unfair and deceptive
24 practices will continue to harm Plaintiff and the California Subclass. Accordingly, Plaintiff seeks
25 an injunction to enjoin Defendant from continuing to employ the unlawful methods, acts, and
26 practices alleged herein pursuant to Section 1780(a)(2), and otherwise require Defendant to take
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1 corrective action necessary to dispel the public misperception engendered, fostered, and facilitated
2 through Defendant’s deceptive labeling of the Products with the Challenged Representations.

3 142. **Damages.** Defendant through its unlawful methods, acts, or practices described
4 herein have caused damage to Plaintiff and other similarly situated consumers. Through a letter
5 dated March 5, 2025 and served on Defendant (via its registered agent) through U.S. Certified Mail
6 delivered on March 10, 2025, Plaintiff and members of the putative California Subclass provided
7 Defendant with notice that they intended to seek CLRA damages pursuant to California Civil Code
8 Sections 1781 and 1782. More than 30 days have now elapsed since Defendant received notice,
9 and Defendant has not made appropriate corrections, repairs, replacements, or other remedies, nor
10 has it agreed to execute same within a reasonable time. Plaintiff accordingly seeks CLRA damages
11 in an amount to be proven at trial.

12 COUNT THREE

13 **Violation of California Unfair Competition Law**

14 **(Cal. Bus. & Prof. Code § 17200, *et seq.*)**

15 **(*On Behalf of the California Subclass*)**

16 143. **Incorporation by Reference.** Plaintiff re-alleges and incorporates by reference all
17 allegations contained in this complaint, as though fully set forth herein.

18 144. **California Subclass.** This cause of action is brought pursuant to Business and
19 Professions Code Section 17200, *et seq.*, on behalf of Plaintiff and a California Subclass who
20 purchased the Products within the applicable statute of limitations.

21 145. 126. **The UCL.** California Business & Professions Code, Section 17200, *et seq.* (the
22 “UCL”), prohibits unfair competition and provides, in pertinent part, that “unfair competition shall
23 mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or
24 misleading advertising.”

25 146. **False Advertising Claims.** Defendant, in its advertising of the Products, made
26 misleading statements regarding the quality and characteristics of the Products—specifically, the
27

1 Challenged Representations. Such claims appear on the labels of the Products, which are sold at
2 retail stores and point-of-purchase displays.

3 147. **Defendant’s Deliberately Fraudulent Marketing Scheme.** Defendant does not
4 have any reasonable basis for the claims about the Products made on Florida Crystals’ labeling and
5 in Florida Crystals’ advertising. Defendant knew and knows that its farming operations referenced
6 in the Products’ Challenged Representations do not on the whole help save the planet, help fight
7 climate change, or help build healthy soils because Defendant’s companywide farming practices in
8 fact *contribute* to climate change, create local air and water pollution, and harm local soils.
9 Defendant intentionally advertised and marketed the Products with the Challenged Representations
10 to deceive reasonable consumers.

11 148. **Misleading Advertising Claims Cause Purchase of Products.** Defendant’s
12 labeling and advertising of the Products led to, and continues to lead to, reasonable consumers,
13 including Plaintiff, believing that purchasing the Products supports farming operations that help
14 save the planet, fight climate change, and build healthy soils—and thus are preferable to competing
15 sugar products that do not claim to possess such qualities.

16 149. **Injury in Fact.** Plaintiff and the California Subclass have suffered injury in fact and
17 have lost money or property as a result of and in reliance upon the Challenged Representations—
18 namely, Plaintiff and the California Subclass lost the purchase price for the Products they bought
19 from Defendant.

20 150. **Conduct Violates the UCL.** Defendant’s conduct, as alleged herein, constitutes
21 unfair, unlawful, and fraudulent business practices pursuant to the UCL. The UCL prohibits unfair
22 competition and provides, in pertinent part, that “unfair competition shall mean and include
23 unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading
24 advertising.” Cal. Bus & Prof. Code § 17200. In addition, Defendant’s use of various forms of
25 advertising media to advertise, call attention to, or give publicity to the sale of goods or merchandise
26 that are not as represented in any manner constitutes unfair competition, unfair, deceptive, untrue
27 or misleading advertising, and an unlawful business practice within the meaning of Business and
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1 Professions Code Sections 17200 and 17531, which advertisements have deceived and are likely to
2 deceive the consuming public, in violation of Business and Professions Code Section 17200.

3 151. **No Reasonably Available Alternatives/Legitimate Business Interests.** Defendant
4 failed to avail themselves of reasonably available, lawful alternatives to further their legitimate
5 business interests.

6 152. **Business Practice.** All of the conduct alleged herein occurred and continues to
7 occur in Defendant's business. Defendant's wrongful conduct is part of a pattern, practice and/or
8 generalized course of conduct, which will continue on a daily basis until Defendant voluntarily
9 alters its conduct or Defendant is otherwise ordered to do so.

10 153. **Injunction.** Pursuant to Business and Professions Code Sections 17203 and 17535,
11 Plaintiff and the members of the California Subclass seek an order of this Court enjoining
12 Defendant from continuing to engage, use, or employ its practice of labeling and advertising the
13 Products with the Challenged Representations.

14 154. **Causation/Damages.** As a direct and proximate result of Defendant's misconduct
15 in violation of the UCL, Plaintiff and members of the California Subclass were harmed in the
16 amount of the purchase price they paid for the Products. Further, Plaintiff and members of the
17 California Subclass have suffered and continue to suffer economic losses and other damages
18 including, but not limited to, the amounts paid for the Products, and any interest that would have
19 accrued on those monies, in an amount to be proven at trial. Accordingly, Plaintiff seeks a monetary
20 award for violation of the UCL in restitution and/or disgorgement of ill-gotten gains to compensate
21 Plaintiff and the California Subclass for said monies, as well as injunctive relief to enjoin
22 Defendant's misconduct to prevent ongoing and future harm that will result.

23 **"Unfair" Prong**

24 155. **Unfair Standard.** Under the UCL, a challenged activity is "unfair" when "any
25 injury it causes outweighs any benefits provided to consumers and the injury is one that the
26 consumers themselves could not reasonably avoid." *Camacho v. Auto Club of Southern California*,
27 142 Cal. App. 4th 1394, 1403 (2006).

1 156. **Injury.** Defendant’s action of mislabeling the Products with the Challenged
2 Representations does not confer any benefit to consumers; rather, doing so causes injuries to
3 consumers, who do not receive products commensurate with their reasonable expectations, overpay
4 for the Products, receive Products of lesser standards than what they reasonably expected to receive,
5 instead being induced to purchase Products that harm the environment rather than help it.
6 Consumers cannot avoid any of the injuries caused by Defendant’s deceptive labeling and
7 advertising of the Products. Accordingly, the injuries caused by Defendant’s deceptive labeling and
8 advertising outweigh any benefits.

9 157. **Balancing Test.** Some courts conduct a balancing test to decide if a challenged
10 activity amounts to unfair conduct under California Business and Professions Code Section 17200.
11 They “weigh the utility of the defendant’s conduct against the gravity of the harm to the alleged
12 victim.” *Davis v. HSBC Bank Nevada, N.A.*, 691 F.3d 1152, 1169 (9th Cir. 2012).

13 158. **No Utility.** Here, Defendant’s conduct of labeling the Products with the Challenged
14 Representations misleading consumers into believing that purchasing the Products would convey
15 general environmental benefits (through the purchases’ support of Defendant’s farming operations)
16 when Defendant’s farming practices actually harmed the environment and soil and accelerated
17 climate change has no utility and financially harms purchasers. Thus, the utility of Defendant’s
18 conduct is vastly outweighed by the gravity of harm.

19 159. **Legislative Declared Policy.** Some courts require that “unfairness must be tethered
20 to some legislative declared policy or proof of some actual or threatened impact on competition.”
21 *Lozano v. AT&T Wireless Servs. Inc.*, 504 F. 3d 718, 735 (9th Cir. 2007).

22 160. **Unfair Conduct.** Defendant’s labeling and advertising of the Products, as alleged
23 herein, is deceptive, misleading, and unreasonable, and constitute unfair conduct. Defendant knew
24 or should have known of its unfair conduct. Defendant’s Challenged Representations constitute an
25 unfair business practice within the meaning of California Business and Professions Code Section
26 17200.

1 or should have known, of their deception. The Challenged Representations are likely to mislead
2 consumers into purchasing the Products because they are material to the average, ordinary, and
3 reasonable consumer.

4 167. **Fraudulent Business Practice.** As alleged herein, the labeling and advertising by
5 Defendant constitutes a fraudulent business practice in violation of California Business &
6 Professions Code Section 17200.

7 168. **Reasonable and Detrimental Reliance.** Plaintiff and the California Subclass
8 reasonably and detrimentally relied on the Challenged Representations to their detriment in that
9 they purchased the Products.

10 169. **Reasonably Available Alternatives.** Defendant had reasonably available
11 alternatives to further their legitimate business interests, other than the conduct described herein.
12 Defendant could have refrained from labeling the Products with the Challenged Representations.

13 170. **Business Practice.** All of the conduct alleged herein occurs and continues to occur
14 in Defendant's business. Defendant's wrongful conduct is part of a pattern or generalized course
15 of conduct.

16 171. **Injunction.** Pursuant to Business and Professions Code Section 17203, Plaintiff and
17 the California Subclass seek an order of this Court enjoining Defendant from continuing to engage,
18 use, or employ their practice of labeling the Products with the Challenged Representations.

19 172. **Causation/Damages.** Plaintiff and the California Subclass have suffered injury in
20 fact and have lost money as a result of Defendant's fraudulent conduct. Plaintiff and the California
21 Subclass paid an unwarranted premium for the Products. Specifically, Plaintiff and the California
22 Subclass paid a premium (or at all) for Products Defendant misrepresented through the Challenged
23 Representations as helping save the planet, fight climate change, and build healthy soil, when in
24 fact purchasing the Products does not benefit the planet, as Defendant's farming practices *harm* the
25 natural environment, *contribute* to climate change, and *degrade* the vast majority of Defendant's
26 EAA soils due to Defendant's decision to engage in burn-harvesting. Plaintiff and the California
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1 Subclass would not have purchased the Products if they had known the truth. Accordingly, Plaintiff
2 seeks restitution and/or disgorgement of ill-gotten gains pursuant to the UCL.

3 **“Unlawful” Prong**

4 173. **Unlawful Standard.** The UCL identifies violations of other laws as “unlawful
5 practices that the unfair competition law makes independently actionable.” *Velazquez v. GMAC*
6 *Mortg. Corp.*, 605 F. Supp. 2d 1049, 1068 (C.D. Cal. 2008).

7 174. **Violations of FAL and CLRA.** Defendant’s labeling of the Products, as alleged
8 herein, violates California Business and Professions Code Section 17500, *et seq.* (the “FAL”) and
9 violates California Civil Code Section 1750, *et seq.* (the “CLRA”), as set forth above in the sections
10 regarding those causes of action.

11 175. **Fraud.** Additionally, Defendant’s use of the Challenged Representations to sell the
12 Products violates California Civil Code Sections 1572 (actual fraud), 1573 (constructive fraud),
13 1709-1710 (fraudulent deceit), and 1711 (deceit upon the public), as set forth in the facts alleged
14 above.

15 176. **Additional Violations.** Defendant’s conduct in making the false representations
16 described herein constitutes a knowing failure to adopt policies in accordance with and/or
17 adherence to applicable laws, as set forth herein, all of which are binding upon and burdensome to
18 their competitors. This conduct engenders an unfair competitive advantage for Defendant, thereby
19 constituting an unfair, fraudulent and/or unlawful business practice under California Business &
20 Professions Code Sections 17200 through 17208.

21 177. **Unlawful Conduct.** Defendant’s labeling and advertising of the Products, as alleged
22 herein, is deceptive, misleading, and unreasonable, and constitute unlawful conduct. Defendant
23 knew or should have known of its unlawful conduct.

24 178. **Reasonably Available Alternatives.** Defendant had reasonably available
25 alternatives to further its legitimate business interests other than the conduct described herein.
26 Defendant could have refrained from labeling the Products with the Challenged Representations.

1 Defendant. Defendant purports, through the Products' labeling and advertising, to create express
2 warranties that the Products, among other things, conform to the Challenged Representations.

3 185. **Implied Warranty of Merchantability.** By advertising and selling the Products at
4 issue, Defendant, a merchant of goods, made promises and affirmations of fact that the Products
5 are merchantable and conform to the promises or affirmations of fact made on the Products'
6 labeling and through their marketing and advertising, as described herein. This labeling and
7 advertising, combined with the implied warranty of merchantability, constitutes warranties that
8 became part of the basis of the bargain between Plaintiff and members of the Class and Defendant—
9 to wit, that the Products, among other things, conform to the Challenged Representations.

10 186. **Breach of Warranty.** Contrary to Defendant's warranties, the Products do not
11 conform to the Challenged Representations and, therefore, Defendant breached its warranties about
12 the Products and their qualities.

13 187. **Causation/Remedies.** As a direct and proximate result of Defendant's breach of
14 warranty, Plaintiff and members of the Class were harmed in the amount of the purchase price they
15 paid for the Products. Further, Plaintiff and members of the Class have suffered and continue to
16 suffer economic losses and other damages including, but not limited to, the amounts paid for the
17 Products, and any interest that would have accrued on those monies, in an amount to be proven at
18 trial. Accordingly, Plaintiff seeks a monetary award for breach of warranty in the form of damages,
19 restitution, and/or disgorgement of ill-gotten gains to compensate Plaintiff and the Class for said
20 monies, as well as injunctive relief to enjoin Defendant's misconduct to prevent ongoing and future
21 harm that will result.

22 188. **Punitive Damages.** Plaintiff seeks punitive damages pursuant to this cause of action
23 for breach of warranty on behalf of Plaintiff and the Class. Defendant's unfair, fraudulent, and
24 unlawful conduct described herein constitutes malicious, oppressive, and/or fraudulent conduct
25 warranting an award of punitive damages as permitted by law. Defendant's misconduct is
26 malicious, as Defendant acted with the intent to cause Plaintiff and consumers to pay for Products
27 that they were not, in fact, receiving. Defendant willfully and knowingly disregarded the rights of
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1 Plaintiff and consumers, as Defendant was aware of the probable dangerous consequences of its
2 conduct and deliberately failed to avoid misleading consumers, including Plaintiff. Defendant's
3 misconduct is oppressive as, at all relevant times, said conduct was so vile, base, and/or
4 contemptible that reasonable people would look down upon it and/or otherwise would despise such
5 misconduct. This misconduct subjected Plaintiff and consumers to cruel and unjust hardship in
6 knowing disregard of their rights. Defendant's misconduct is fraudulent as Defendant, at all
7 relevant times, intentionally misrepresented and/or concealed material facts with the intent to
8 deceive Plaintiff and consumers. The wrongful conduct constituting malice, oppression, and/or
9 fraud was committed, authorized, adopted, approved, and/or ratified by officers, directors, and/or
10 managing agents of Defendant.

11 COUNT FIVE

12 **Unjust Enrichment/Restitution**

13 *(On Behalf of the Nationwide Class and California Subclass)*

14 189. **Incorporation by Reference.** Plaintiff re-alleges and incorporates by reference all
15 allegations contained in this complaint, as though fully set forth herein.

16 190. **Nationwide Class & California Subclass.** Plaintiff brings this claim individually
17 and on behalf of the Nationwide Class and California Subclass (the Class) who purchased the
18 Products within the applicable statute of limitations.

19 191. **Plaintiff/Class Conferred a Benefit.** By purchasing the Products, Plaintiff and
20 members of the Class conferred a benefit on Defendant in the form of the purchase price of the
21 Products.

22 192. **Defendant's Knowledge of Conferred Benefit.** Defendant had knowledge of such
23 benefit, and Defendant appreciated the benefit because, were consumers not to purchase the
24 Products, Defendant would not generate revenue from the sales of the Products.

25 193. **Defendant's Unjust Receipt Through Deception.** Defendant's knowing
26 acceptance and retention of the benefit is inequitable and unjust because the benefit was obtained
27 by Defendant's fraudulent, misleading, and deceptive labeling and advertising.

1 194. **Causation/Damages.** As a direct and proximate result of Defendant's unjust
2 enrichment, Plaintiff and members of the Class were harmed in the amount of the purchase price
3 they paid for the Products. Further, Plaintiff and members of the Class have suffered and continue
4 to suffer economic losses and other damages including, but not limited to, the amounts paid for the
5 Products, and any interest that would have accrued on those monies, in an amount to be proven at
6 trial. Accordingly, Plaintiff seeks a monetary award for unjust enrichment in damages, restitution,
7 and/or disgorgement of ill-gotten gains to compensate Plaintiff and the Class for said monies, as
8 well as injunctive relief to enjoin Defendant's misconduct to prevent ongoing and future harm that
9 will result.

10 195. **Punitive Damages.** Plaintiff seeks punitive damages pursuant to this cause of action
11 for unjust enrichment on behalf of Plaintiff and the Class. Defendant's unfair, fraudulent, and
12 unlawful conduct described herein constitutes malicious, oppressive, and/or fraudulent conduct
13 warranting an award of punitive damages as permitted by law. Defendant's misconduct is
14 malicious, as Defendant acted with the intent to cause Plaintiff and consumers to pay for Products
15 that they were not, in fact, receiving. Defendant willfully and knowingly disregarded the rights of
16 Plaintiff and consumers, as Defendant was aware of the probable dangerous consequences of its
17 conduct and deliberately failed to avoid misleading consumers, including Plaintiff. Defendant's
18 misconduct is oppressive as, at all relevant times, said conduct was so vile, base, and/or
19 contemptible that reasonable people would look down upon it and/or otherwise would despise such
20 corporate misconduct. This misconduct subjected Plaintiff and consumers to cruel and unjust
21 hardship in knowing disregard of their rights. Defendant's misconduct is fraudulent as Defendant,
22 at all relevant times, intentionally misrepresented and/or concealed material facts with the intent to
23 deceive Plaintiff and consumers. The wrongful conduct constituting malice, oppression, and/or
24 fraud was committed, authorized, adopted, approved, and/or ratified by officers, directors, and/or
25 managing agents of Defendant.

VIII. PRAYER FOR RELIEF

196. WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, prays for judgment and relief against Defendant as follows:

(1) **Class Certification:** For an order certifying this action as a class action, appointing Plaintiff as the Class Representative, and appointing Plaintiff’s counsel as class counsel;

(2) **Payment of Notice Costs:** For an order directing Defendant to pay to notify Class Members of the pendency of this suit;

(3) **Declaratory Relief:** For an order declaring that Defendant’s conduct violates the statutes and laws referenced herein consistent with applicable law and pursuant to only those causes of action so permitted;

(4) **Injunctive Relief:** For public injunctive relief prohibiting Defendant, its officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, whether acting directly or indirectly, from continuing to conduct business through the unlawful and unfair practices alleged herein (including, for example, an order that Defendant immediately cease and desist from continuing to market, advertise, distribute, and sell the Products in the unlawful manner described herein); requiring Defendant to engage in an affirmative advertising campaign to dispel the public misperception of the Products resulting from Defendant’s unlawful conduct; and requiring Defendant to take all further and just corrective action, consistent with applicable law and pursuant to only those causes of action so permitted;

(5) **Damages/Restitution/Disgorgement:** For an order awarding monetary compensation in the form of damages, restitution, and/or disgorgement to Plaintiff and the Class, consistent with applicable law and pursuant to only those causes of action so permitted;

(6) **Punitive Damages/Penalties:** For an order awarding punitive damages, statutory penalties, and/or monetary fines, consistent with applicable law and pursuant to only

1 those causes of action so permitted, including punitive damages against the individual
2 officers, directors, and/or managing agents of Defendant pursuant to California Civil
3 Code Section 3294;

4 **(7) Attorneys' Fees & Costs:** For an order awarding attorneys' fees and costs, consistent
5 with applicable law and pursuant to only those causes of action so permitted;

6 **(8) Pre- & Post-Judgment Interest:** For an order awarding pre-judgment and post-
7 judgment interest, consistent with applicable law and pursuant to only those causes of
8 action so permitted; *and*

9 **(9) All Just & Proper Relief:** For such other and further relief as the Court deems just
10 and proper.

11
12 **DEMAND FOR JURY TRIAL**

13 Plaintiff hereby demands a trial by jury on all issues and causes of action so triable.

14 Dated: January 9, 2026

15 Respectfully submitted,

16 */s/ Ben Fuchs*

17 Benjamin J. Fuchs, Esq.

LAW OFFICE OF BENJAMIN J. FUCHS

18 Chris Nidel, Esq. (*Pro Hac Vice Forthcoming*)

19 April Strauss, Esq.

NIDEL & NACÉ, P.L.L.C.

20 *Attorneys for Plaintiff*