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10
 11 **UNITED STATES DISTRICT COURT**
 12 **SOUTHERN DISTRICT OF CALIFORNIA**

13 Ryan Dixon on Behalf of Himself and
 14 All Others Similarly Situated,

15 Plaintiff,

16 vs.

17 KEURIG DR PEPPER, INC.,

18 Defendant.

19 Case No. '26CV2172 GPC BJW

20 **CLASS ACTION COMPLAINT**

21 **DEMAND FOR JURY TRIAL**

CLASS ACTION COMPLAINT

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2 Plaintiff Ryan Dixon (“Plaintiff”), by and through his attorneys, brings this
3 action on behalf of himself and all others similarly situated against Keurig Dr. Pepper,
4 Inc. (“Defendant”). Plaintiff hereby alleges, on information and belief, except for
5 information based on personal knowledge, which allegations are likely to have
6 evidentiary support after further investigation and discovery, as follows:
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8
9 **INTRODUCTION**

10 1. Defendant markets and sells plastic single-serve coffee pods (“K-Cup
11 pods” or “Products”) nationwide in retail stores and online stores such as Amazon.
12 Defendant deceptively labels and advertises its K-Cup single-use beverage pods as
13 “recyclable,” despite the fact that a vast majority of consumers are unable to recycle
14 K-Cup pods. Most recycling centers in the United States, do not recycle K-Cups due
15 to their small size, irregular shape, multi-material construction, frequent
16 contamination issues, and unfavorable economic factors. This is especially so in
17 California.
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20 2. Despite these facts, Keurig promotes its K-Cup pods as "recyclable"
21 because they are made from polypropylene #5 plastic. However, the company relies
22 on a purely theoretical definition of recyclability that ignores the fundamental
23 principles outlined in the FTC’s Green Guides and does not align with consumer
24 understanding. This deceptive marketing strategy allows Keurig to exploit consumer
25 demand for environmentally responsible products.
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1 rendering the exercise of jurisdiction by the Court permissible under traditional
2 notions of fair play and substantial justice.

3 7. Venue is proper in this district under 28 U.S.C. § 1391(a) because a
4 substantial part of the events or omissions giving rise to Plaintiff's claims occurred
5 in this district, as Defendant does business throughout this district, and Plaintiff
6 made his purchase of K-Cup pods from a retail store in this district within the class
7 period and the Products he purchased were delivered to, and used, in this district.
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10 **PARTIES**

11 8. Plaintiff is a natural person and a citizen of San Diego County,
12 California. Plaintiff purchased the Products from a local retailer. Before his purchase,
13 Plaintiff saw and reviewed Defendant's packaging. Plaintiff reasonably believed that
14 the Products he purchased were recyclable. Plaintiff was not aware that the Product
15 could not be recycled. Had Plaintiff known that the Products were not recyclable, he
16 would not have purchased the Products.
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19 9. Plaintiff specifically relied upon representations made by Defendant.
20 Plaintiff did not receive the promised benefits or the total value of his purchase.
21 Plaintiff would purchase the Products again if he was assured the Products were not
22 falsely advertised.
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25 10. Defendant Keurig Dr Pepper Inc., a food and beverage manufacturer
26 and distributor, is incorporated in Delaware with its corporate headquarters located at
27 53 South Avenue, Burlington, MA 01803.
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1 11. Defendant has labeled, advertised, distributed, and sold the Class
2 Products for sale at numerous locations throughout California during the statute of
3 limitations period under several of its brand names.

4
5 12. Defendant manufactures, markets, advertises, and distributes the
6 Products throughout the United States. Defendant created and/or authorized the false,
7 misleading, and deceptive advertisements, packaging, and labeling of its Products.
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9 **FACTUAL ALLEGATIONS**

10 **A. Background**

11 13. Keurig has been aware for years that consumers are increasingly
12 concerned about the environmental impact of their consumption habits and that such
13 concerns materially influence purchasing decisions. As early as 2016, Keurig’s own
14 research showed that consumer worries about the environmental impact of K-Cup
15 pods affected purchasing behavior, and the company publicly recognized the business
16 risk of failing to address sustainability and recyclability concerns. In public filings,
17 Keurig warned investors that consumer focus on sustainability—particularly the
18 recyclability of packaging and reduction of single-use plastics—could negatively
19 impact sales if unmet.
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23 14. In response, Keurig announced that it had redesigned its K-Cup pods to
24 use polypropylene (#5) plastic instead of #7 plastic and pledged that 100 percent of
25 its K-Cup pods would be “recyclable” by the end of 2020. Keurig thereafter made
26 recyclability a central focus of its marketing strategy, emphasizing that consumers
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1 would be able to easily identify recyclable pods through on-package messaging,
2 recycling instructions, and the #5 symbol on the pod. By 2019, Keurig assured
3 investors that it was on track to meet its recyclability goal and represented that it had
4 conducted extensive testing with municipal recycling facilities to validate that K-Cup
5 pods could be effectively recycled. In 2020, Keurig claimed that it had achieved this
6 goal and that all K-Cup pods sold in the United States were recyclable.
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9 15. Keurig did not disclose, however, that two of the largest recycling
10 companies in the United States—together operating more than one-third of U.S.
11 recycling facilities—had raised serious concerns regarding the recyclability of K-Cup
12 pods and informed Keurig that they did not intend to accept them. These omissions
13 resulted in an enforcement action by the U.S. Securities and Exchange Commission,
14 which concluded with Keurig agreeing to a cease-and-desist order and a \$1.5 million
15 civil penalty.
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18 16. Keurig’s recyclability representations have also been the subject of prior
19 litigation and regulatory action. Between 2018 and 2020, federal class actions alleged
20 that Keurig misled consumers into believing K-Cup pods were recyclable; those
21 actions were settled in early 2023, with Keurig agreeing to pay \$10 million and make
22 only minor modifications to its recyclability labels. Similar concerns arose
23 internationally, and in 2022, Keurig Canada agreed to pay a \$3 million penalty and
24 modify its marketing to resolve claims by Canada’s Competition Bureau regarding
25 misleading recyclability representations.
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1 17. Despite this record, Keurig has continued to market K-Cup pods as
2 recyclable, as the demand for single-serve beverage pods continues to grow and K-
3 Cup sales remain strong.

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5 **B. Keurig Deceptively Markets The Recyclability of K-Cup Pods**

6 18. Keurig promotes the purported recyclability of its K-Cup pods across
7 multiple channels, including product packaging, its website, online retail listings, and
8 social media. On packaging and in digital media, Keurig prominently displays the
9 words “Recyclable K-Cup® Pods” alongside the chasing arrows recycling symbol,
10 often on a conspicuous green banner designed to attract consumer attention,
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13 19. Any qualifying language, such as instructions to “check locally” or
14 disclosures that K-Cup pods are “not recycled in many communities,” appears in fine
15 print that is visually separated from the primary recyclability claim and blends into
16 the background, making it difficult to notice or read. The following are a few
17 examples:
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20. Keurig’s marketing materials repeatedly convey the message that consumers can place K-Cup pods in curbside recycling bins and that the pods will be recycled. A few examples:



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C. Consumers’ Understanding of These Marketing Messages

22. Consumer demand for environmentally friendly products is increasing, and a majority of U.S. consumers prefer such products and are willing to pay more for them. At the same time, consumers generally lack the ability to independently verify the accuracy of environmental marketing claims at the point of purchase and therefore rely on representations made by manufacturers.

23. Research shows that reasonable consumers understand the term “recyclable,” particularly when paired with the chasing arrows symbol, to mean that a product will in fact be recycled if placed in a recycling bin. Experts in visual perception and consumer behavior have explained that consumers will rarely notice the asterisk accompanying the recyclability claim or even be able to read the fine-print. Most assume the symbol, along with the word "Recyclable," informs them that the Product is recyclable.

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24. Keurig has highlighted its recyclable message to consumers while downplaying important qualifying instructions and disclaimers. As a result, Keurig’s marketing emphasizes a clear message to consumers that K-Cup pods will be recycled if placed in curbside recycling bins.

D. K-Cups Pods Are Virtually Non-Recyclable

(a) Company’s Own Statements

25. In practice, K-Cup pods are not typically recycled and overwhelmingly end up in landfills. Keurig itself implicitly acknowledges this reality by conceding that K-Cup pods are not accepted in many communities and by promoting its proprietary K-Cycle mail-back program for business customers, which requires paid shipping and specialized handling because K-Cup pods cannot be reliably recycled through ordinary curbside systems.

(b) Expert Findings on K-Cup Recyclability

1 26. To evaluate the real-world recyclability of K-Cup pods, TINA.org
2 engaged the services of SCS Engineers, a nationally recognized environmental
3 consulting firm that specializes in waste management solutions and recycling
4 feasibility. Between March and June 2025, SCS surveyed recycling industry
5 representatives in major metropolitan areas across the ten most populous U.S. states,
6 including California, Florida, Georgia, Illinois, Michigan, New York, North Carolina,
7 Ohio, Pennsylvania, and Texas.
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10 27. SCS based its findings on those survey responses, a review of published
11 industry reports, expert consultations, and an analysis of state waste characterization
12 data. SCS determined that K-Cup pods are not typically accepted for recycling in
13 municipal recycling programs in the United States. SCS identified several factors that
14 limit or prevent the recycling of K-Cup pods, including:
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17 • **Size.** K-Cup pods measure approximately two inches by two inches and are
18 frequently too small to be captured by the mechanical sorting equipment used in many
19 materials recovery facilities (“MRFs”). As a result, the K-Cup pods frequently fall
20 through sorting screens and are routed for disposal with residual waste rather than
21 recovered for recycling.
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24 • **Shape and design.** K-Cup pods consist of multiple materials, including
25 plastic, paper filters, aluminum foil, and coffee grounds. SCS found that this multi-
26 material design, combined with the pods’ low weight and irregular shape, interferes
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1 with automated sorting systems, including optical sorters and robotic sorting
2 equipment. K-Cup pods are frequently not emptied or disassembled by consumers,
3 and they may break during sorting, releasing contaminants that cause the material to
4 end up as landfill disposal.
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6 • **Contamination.** Residual coffee grounds and liquids commonly contaminate
7 the plastic and aluminum components of K-Cup pods. Many recycling facilities lack
8 the ability to adequately clean or separate these materials and therefore do not accept
9 K-Cup pods for processing.
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11 • **Economic feasibility.** SCS found that the market value of materials recovered
12 from K-Cup pods is generally insufficient to justify the labor or equipment costs
13 required to process them. Facility operators reported that mixed plastics recovered
14 from similar products often generate negative economic returns, including
15 circumstances in which operators must pay brokers to remove such material.
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19 28. Based on these findings, SCS concluded that municipal recycling
20 programs serving a substantial majority of U.S. consumers—at least 60 percent—do
21 not accept K-Cup pods for recycling and that representations describing K-Cup pods
22 as “recyclable” do not reflect typical real-world disposal outcomes. Although some
23 recycling programs accept #5 plastic, SCS determined that K-Cup pods are generally
24 not recyclable in practice due to the factors described above.
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27 **(c) Recycling Facilities Generally Don’t Accept K-Cup Pods**
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1 29. Recycling facilities, municipalities, and waste management authorities
2 across the United States uniformly identify K-Cup pods as non-recyclable and direct
3 them to disposal rather than recycling—even when labeled “recyclable.”
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5 30. Publicly available recycling guidance from waste management
6 companies and local governments serving tens of millions of residents in numerous
7 states—including California, Colorado, Connecticut, Illinois, Maryland,
8 Massachusetts, Minnesota, Nebraska, Oregon, Pennsylvania, Texas, Vermont, and
9 Washington—expressly instructs residents to place single-serve coffee pods,
10 including K-Cup pods, in the trash.
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12 31. These sources consistently explain that K-Cup pods are rejected from
13 recycling streams due to their small size, multi-material construction, contamination
14 from coffee grounds and liquids, and incompatibility with automated sorting
15 equipment. Several jurisdictions further caution that recyclability labels do not reflect
16 local acceptance and that products labeled “recyclable” may nonetheless be
17 considered contamination.
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19 32. These facility statements corroborate the findings of SCS Engineers and
20 confirm that, in real-world municipal recycling systems, K-Cup pods are not typically
21 recycled.
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E. Defendant’s Campaign Violates the Green Guides

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33. The Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims (“Green Guides”) provide that a product should not be marketed as “recyclable” unless it can be collected, separated, or otherwise recovered from the waste stream through an established recycling program for reuse or use in manufacturing. The Green Guides further state that unqualified recyclable claims are appropriate only where recycling facilities are available to a substantial majority of consumers, defined as at least 60 percent. The California Business and Professions Code § 17580.5 makes it “unlawful for any person to make any untruthful, deceptive, or misleading environmental marketing claim, whether explicit or implied.” In accordance with that that section, the term “environmental marketing claim” includes any claim contained in the Guides for use of Environmental Marketing Claims published by the Federal Trade Commission (the “Green Guides”).

34. As described above, SCS Engineers determined that municipal recycling programs serving at least 60 percent of U.S. consumers do not accept K-Cup pods for recycling. The Green Guides also caution that a recyclable claim is deceptive where a product is made from recyclable material but, due to its size, shape, or other attributes, is not accepted in recycling programs. K-Cup pods exhibit these characteristics.

1 35. Keurig includes qualifying language on K-Cup pod packaging and other
2 marketing materials—such as instructions to “check locally” and statements that the
3 pods are “not recycled in many communities”—but these disclosures do not clearly
4 convey the limited recyclability of K-Cup pods. The qualifying statements appear in
5 fine print that is visually separated from the primary recyclability claim and is unlikely
6 to be noticed in the context of routine, low-cost purchasing decisions.
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9 36. The Green Guides further advise that vague or general qualifications
10 may be insufficient where recycling availability is limited. Instructions to “check
11 locally” do not inform consumers whether K-Cup pods are accepted in their
12 communities and may lead consumers to incorrect conclusions where local programs
13 accept #5 plastic generally, but not K-Cup pods specifically. In addition, SCS
14 Engineers found that many municipalities and recycling facilities do not readily
15 provide item-specific recyclability information.
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18 37. Similarly, statements that K-Cup pods are not recycled in “many
19 communities” do not convey the scope of the nationwide limitations on their
20 recyclability or provide meaningful guidance to consumers. The Green Guides
21 explain that, where recycling facilities are available only to a few consumers,
22 marketers should use more explicit disclosures indicating that recyclability is limited
23 to a small number of communities.
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27 **F. FED. R. CIV. P. 9(b) ALLEGATIONS**
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1 38. Rule 9(b) of the Federal Rules of Civil Procedure provides that “[i]n
2 alleging fraud or mistake, a party must state with particularity the circumstances
3 constituting fraud or mistake. Malice, intent, knowledge, and other conditions of a
4 person’s mind may be alleged generally.” To the extent necessary, as detailed in the
5 paragraphs above and below, Plaintiff has satisfied the requirements of Rule 9(b) by
6 establishing the following elements with sufficient particularity.
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9 (a) **WHO:** Defendant Keurig Dr Pepper, Inc.

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11 (b) **WHAT:** Defendant’s conduct was, and continues to be, deceptive
12 because it is deceiving consumers into believing that the Products are recyclable when
13 the Products are not recyclable. Defendant failed to accurately inform Plaintiff that
14 the Products were not recyclable. Defendant knew or should have known, as the
15 manufacturer and marketer of the Products with superior knowledge of the
16 composition of its Products, that this information is material to reasonable consumers.
17 Yet Defendant misrepresented, on the labeling and advertising of its Products, that
18 the Products were recyclable. Defendant knew or should have known that the Products
19 were not recyclable because Defendant is the manufacturer of the Products and has
20 quality control testing protocols set in place that should have alerted Defendant to the
21 lacking nature of the Products’ recyclability.
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24 (c) **WHEN:** Defendant engaged in this deceptive conduct continuously
25 throughout the applicable statutory periods, including at the point of sale. Defendant’s
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1 false and misleading recyclability representations were printed prominently on the
2 front of the Product packaging conspicuously for consumers to view and rely on.

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4 (d) **WHERE:** Defendant’s misrepresentations were made on the Product’s
5 label on the front package and were thus viewed by every purchaser, including
6 Plaintiff, at the point of sale in every transaction. The Products are sold in brick-and-
7 mortar stores and online in California and nationwide. Defendant’s failed obligations
8 occurred in Defendant’s manufacturing facilities.

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11 (e) **HOW:** Defendant misrepresented on the Products’ label that the K-Cup
12 pods were recyclable when they are not. And as discussed in detail throughout the
13 Complaint, Plaintiff and Class Members read and relied on Defendant’s
14 misrepresentations regarding the Product’s recyclability before purchasing the
15 Products and in choosing to purchase the Products.

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18 (f) **WHY:** Defendant misrepresented the recyclability of its Products. These
19 representations were material because they induced consumers like Plaintiff to
20 purchase the Products for their purported environmental benefits while charging a
21 price premium. Accordingly, due to the recyclability representations, Plaintiff and
22 Class Members paid a price premium for the Products that they would not have, or
23 would have paid substantially less for, had the Products not been, or risked not being,
24 deficient in their protein composition, contrary to Defendant’s express
25 representations. As such, Defendant unlawfully profited by selling the Products to
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1 thousands of consumers throughout the nation, including Plaintiff and the Class
2 Members.

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4 (g) **INJURY:** Plaintiff and Class Members were injured by Defendant’s
5 conduct in that they would not have purchased Defendant’s Products or would not
6 have purchased them on the same terms, had they known that Defendant’s Products
7 were not recyclable.
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10 **CLASS ACTION ALLEGATIONS**

11 39. Plaintiff brings this action on behalf of himself and the following Classes
12 pursuant to Federal Rule of Civil Procedure 23(a), (b)(2) and/or (b)(3). Specifically,
13 the Classes are defined as:

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15 **National Class:** All persons in the United States who purchased the Products
16 during the applicable statute of limitations.

17 In the alternative, Plaintiff brings this action on behalf of the following State
18 class.

19 **California Sub-Class:** All persons in the State of California who purchased the
20 Products during the applicable statute of limitations.
21

22 40. Excluded from the Classes are (a) any person who purchased the
23 Products for resale and not for personal or household use, (b) any person who signed
24 a valid release of any Defendants in exchange for consideration, (c) any officers,
25 directors or employees, or immediate family members of the officers, directors or
26 employees, of any Defendant or any entity in which a Defendant have a controlling
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1 interest, (d) any legal counsel or employee of legal counsel for any Defendants, and
2 (e) the presiding Judge in this lawsuit, as well as the Judge’s staff and their immediate
3 family members.

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5 41. Plaintiff reserves the right to amend the Class definitions if further
6 investigation and discovery indicates that the Class definitions should be narrowed,
7 expanded, or otherwise modified.

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9 42. **Numerosity and Ascertainability:** Plaintiff does not know the exact
10 number of members of the putative classes. Due to Plaintiff’s initial investigation,
11 however, Plaintiff is informed and believes that the total number of Class members is
12 at least in the tens of thousands, and that members of the Class are numerous and
13 geographically dispersed throughout California, and the United States. While the
14 exact number and identities of the Class members are unknown at this time, such
15 information can be ascertained through appropriate investigation and discovery,
16 including Defendants’ records, either manually or through computerized searches,
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19 43. **Typicality and Adequacy:** Plaintiff’s claims are typical of those of the
20 proposed Class, and Plaintiff will fairly and adequately represent and protect the
21 interests of the proposed Class. Plaintiff does not have any interests that are
22 antagonistic to those of the proposed Class. Plaintiff has retained counsel competent
23 and experienced in the prosecution of this type of litigation.
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26 44. **Commonality:** The questions of law and fact common to the Class
27 members, some of which are set out below, predominate over any questions affecting
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1 only individual Class members:

- 2 a. whether Defendant advertises and markets the Products as recyclable;
- 3 b. whether the Products are recyclable, practically or otherwise;
- 4 c. whether Defendant’s conduct constitutes the violations of laws alleged herein;
- 5 d. whether Defendant’s labeling, sale and advertising set herein are unlawful,
- 6 untrue, or are misleading, or likely to deceive a reasonable consumer;
- 7 e. whether Defendant knew or should have known that the Products cannot be
- 8 recycled;
- 9 f. whether Defendant knew or should have known that the representations were
- 10 false or misleading;
- 11 g. whether Defendant’s representations regarding the recyclability of the
- 12 Products are in compliance with the Green Guides;
- 13 h. whether Defendant knowingly concealed or misrepresented material facts for
- 14 the purpose of inducing consumers into spending money on the Product;
- 15 i. whether Defendant’s representations, concealments and non-disclosures
- 16 concerning the Product are likely to deceive a reasonable consumer;
- 17 j. whether Plaintiff and the Class are entitled to restitution and damages.

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24 **45. Predominance and Superiority:** Common questions, some of which
25 are set out above, predominate over any questions affecting only individual Class
26 members. A class action is the superior method for the fair and just adjudication of
27 this controversy. The expense and burden of individual suits makes it impossible and
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1 impracticable for members of the proposed Class to prosecute their claims
2 individually and multiplies the burden on the judicial system presented by the
3 complex legal and factual issues of this case. Individualized litigation also presents
4 the possibility of inconsistent or contradictory judgments. In contrast, the class action
5 device presents far fewer management difficulties and provides the benefits of single
6 adjudication, economy of scale, and comprehensive supervision by a single court on
7 the issue of Defendant’s liability. Class treatment of the liability issues will ensure
8 that all claims and claimants are before this Court for consistent adjudication of the
9 liability issues. A class action is superior to other available methods for the fair and
10 efficient adjudication of this controversy for at least the following reasons:

14 a. The complexity of issues involved in this action and the expense of
15 litigating the claims mean that, few, if any, Class members could afford to seek legal
16 redress individually for the wrongs that Defendant committed against them, and
17 absent Class members have no substantial interest in individually controlling the
18 prosecution of individual actions;

21 b. When Defendant’s liability has been adjudicated, claims of all Class
22 members can be determined by the Court;

24 c. This action will cause an orderly and expeditious administration of the
25 Class claims and foster economies of time, effort and expense, and ensure uniformity
26 of decisions; and

27 d. Without a class action, many Class members would continue to suffer
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1 injury, and Defendant’s violations of law will continue without redress while
2 Defendant continues to reap and retain the substantial proceeds of their wrongful
3 conduct.

4
5 46. **Manageability:** The trial and litigation of Plaintiff’s and the proposed
6 Class claims are manageable. Defendant has acted and refused to act on grounds
7 generally applicable to the Class, making appropriate final injunctive relief and
8 declaratory relief with respect to the Class as a whole.

9
10 47. Accordingly, this Class is properly brought and should be maintained as
11 a class action under Rule 23(b)(3) because questions of law or fact common to Class
12 Members predominate over any questions affecting only individual members, and
13 because a class action is superior to other available methods for fairly and efficiently
14 adjudicating this controversy.

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17 **CLAIMS**

18 **COUNT I**

19 **Violation of the Unfair Competition Law (“UCL”)**
20 **Cal. Bus. & Prof. Code § 17200, *et seq.***
21 **(On behalf of the California Subclass)**

22 48. Plaintiff incorporates by reference the allegations contained in the
23 previous paragraphs herein.

24 49. The UCL proscribes “any unlawful, unfair or fraudulent business act or
25 practice and unfair, deceptive, untrue or misleading advertising.” Cal. Bus. & Prof.
26 Code § 17200.
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1 50. The unlawful prong of the UCL prohibits any unlawful business
2 practices.

3 51. Defendant is a “business” as defined under the UCL.

4 52. Defendant’s conduct was unlawful, in violation of the UCL, because
5 Defendant’s conduct described in this complaint constitutes a violation of California’s
6 False Advertising Law and the California Consumers Legal Remedies Act (“CLRA”)
7 (as alleged in this Complaint) and all constitute separate and cumulative violations of
8 the unlawful prong of the UCL.
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11 53. The fraudulent prong of the UCL prohibits business practices that are
12 likely to deceive the public.
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14 54. The material misstatements and omissions alleged herein constitute
15 deceptive and unfair trade practices, in that they were intended to and did deceive
16 Plaintiff and the general public into believing that Defendant’s Products are recyclable
17 when it is not.
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19 55. Defendant’s conduct is fraudulent in violation of the UCL because it is
20 likely to deceive a reasonable consumer:
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- 22 • Defendant promoted and sold Products that were falsely advertised, despite
23 knowing that customers would expect the Products to be recyclable;
- 24 • Defendant represented through advertising, product packaging, and other
25 sources that the Product possessed particular qualities that were inconsistent
26 with Defendant’s actual knowledge of the Products
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1 56. Plaintiff and Class Members would not have purchased the Products, or
2 would not have purchased the Products at the prices they did had the Products not
3 been advertised as recyclable.

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5 57. Defendant was under a duty to properly advertise the Products because
6 of its exclusive knowledge, because the misrepresentations resulted in material and
7 unreasonable impairment to the Product.

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9 58. Plaintiff and Class Members were unaware of Defendant’s practices.
10 Had Defendant not marketed the Products as recyclable, Plaintiff and Class Members
11 would have been aware of the true nature of the Products and would not have
12 purchased the Products, and would have paid substantially less for the Products.

13
14 59. The unfair prong of UCL prohibits unfair business practices that either
15 offend an established public policy or that are immoral, unethical, oppressive,
16 unscrupulous or substantially injurious to consumers.

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18 60. Defendant repeatedly and misleadingly, inaccurately, and deceptively
19 advertised and marketed its Products to consumers—and Defendant continues to do
20 so. These practices offend an established public policy or are immoral, unethical,
21 oppressive, unscrupulous, or substantially injurious to consumers.

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23 61. Defendant also acted in an unethical, unscrupulous, outrageous,
24 oppressive, and substantially injurious manner with respect to Plaintiff and the Class
25 Members by engaging in unfair and anticompetitive business practices that harmed
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1 consumer welfare. Defendant engaged in unfair business practices and acts in at least
2 the following respects:

- 3 • Defendant promoted and sold Products advertised as recyclable, despite
4 knowing the Products were not;
- 5 • Defendant represented through advertising, product packaging, press releases,
6 and other sources that the Products possessed particular qualities that were
7 inconsistent with Defendant’s actual knowledge of the Product
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10 62. These are practices and uniform courses of conduct that offend an
11 established public policy or that are immoral, unethical, oppressive, unscrupulous, or
12 substantially injurious to consumers.

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14 63. The harm to consumers, competition, and the general public substantially
15 outweighs any legitimate purpose or benefit of Defendant’s conduct. There is no
16 legitimate reason why Defendant should be allowed to sell the Products without
17 providing its customers the opportunity to make fully informed purchases. There is
18 no legitimate reason why Defendant should be allowed to deceive its customers about
19 the recyclability of its Product.
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22 64. Absent Defendant’s unlawful, unfair and fraudulent conduct, Plaintiff
23 and Class Members would not have purchased the Products or would have paid
24 substantially less for them.

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26 65. Plaintiff and Class Members accordingly seek appropriate relief,
27 including: (1) restitution under the UCL; and (2) such orders or judgments as may be
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1 necessary to enjoin Defendant from continuing its unfair, unlawful, and fraudulent
2 practices. Plaintiff also respectfully seeks reasonable attorneys’ fees and costs under
3 applicable law, including under California Code of Civil Procedure Section 1021.5.
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5 **COUNT II**
6 **California False Advertising Law**
7 **Cal. Bus. & Prof. Code § 17500**
8 **(On behalf of the California Subclass)**

9 66. Plaintiff incorporates by reference the allegations contained in the
10 preceding paragraphs in this complaint.

11 67. Defendant violated Cal. Bus. & Prof. Code section 17500 by using false
12 and misleading statements, and material omissions, to promote the sale of the
13 Products and otherwise “concerning any circumstance or matter of fact connected
14 with the proposed performance or disposition of services.”
15

16 68. The Products do not possess the level of quality or value that Defendant
17 promised.
18

19 69. Defendant made uniform representations and material omissions that
20 communicated to Plaintiff and Class Members that the Products were recyclable,
21 despite knowing the Products were not.
22

23 70. Had Plaintiff and Class Members known that the Products were not
24 recyclable, they would not have purchased the Products in the first place.
25

26 71. Defendant omitted the material fact that the Products were not
27 recyclable. Defendant had a duty to disclose the truthful nature of the Products.
28

1 72. Defendant knew, or in the exercise of reasonable diligence should have
2 known, that its representations and omissions were false and misleading at the time it
3 made them. Defendant deliberately provided false representations and omissions to
4 prevent customers from learning the true nature of the Products and further inducing
5 its customers to purchase the Products.
6

7 73. Defendant's false and misleading advertising statements deceived the
8 general public.
9

10 74. As a direct and proximate result of Defendant's misleading and false
11 advertising, Plaintiff and Class Members have suffered injury-in-fact and have lost
12 money and property.
13

14 75. Plaintiff and Class Members reasonably relied to their detriment on
15 Defendant's material misrepresentations and omissions regarding its Products.
16

17 76. Plaintiff and Class Members seek to enjoin, under Bus. & Prof. Code
18 section 17535, the violations described herein and to require Defendant to issue a
19 recall and refund.
20

21 77. Defendant's false advertising will continue to harm consumers unless
22 and until it is enjoined.
23

24 78. Plaintiff and Class Members therefore seek an order requiring Defendant
25 to cease their false advertising and unlawful practices, provide full restitution of all
26 monies Defendant derived from its false advertising, interest at the highest rate
27
28

1 allowable by law, and for an award of reasonable attorney’s fees and costs under
2 applicable law, including Code of Civil Procedure section 1021.5.

3
4 **COUNT III**
5 **Violation of the California Consumers Legal Remedies Act (“CLRA”)**
6 **Cal. Civ. Code § 1770(a)(5), *et seq.***
7 **(On behalf of the California Subclass)**

8 79. Plaintiff incorporates by reference the allegations contained in the
9 preceding paragraphs of this complaint.

10 80. Cal. Civ. Code section 1770(a)(5) of the CLRA prohibits representing
11 that a seller’s goods or services have sponsorship, approval, characteristics,
12 ingredients, uses, benefits, or quantities that they do not have.

13 81. Cal. Civ. Code section 1770(a)(7) of the CLRA prohibits representing
14 that its goods or services are of a particular standard, quality, or grade, if they are of
15 another.

16 82. Cal. Civ. Code section 1770(a)(9) of the CLRA prohibits advertising
17 goods and services with the intent not to sell them as advertised.

18 83. Defendant violated Cal. Civ. Code sections 1770(a)(5) and 1770(a)(7) of
19 the CLRA by representing that the Products were recyclable when, at the point of sale,
20 Defendant knew or should have known that the Products were not recyclable.

21 84. Defendant violated Cal. Civ. Code section 1770(a)(9) of the CLRA when
22 it advertised the Products as recyclable with the intent not to sell them as advertised.
23

24
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1 85. As a result of these violations of certain sections of the CLRA, Plaintiff
2 incurred damages in the form of purchasing the Products at issue that lost all value as
3 recyclable products.

4
5 86. As a result of this violation, Plaintiff and Class Members have been
6 deprived of the recyclability of the Products which Defendant represented they were
7 purchasing. Had Plaintiff and Class Members known the true nature of the Products,
8 Plaintiff and Class Members would have paid less for the Products, or would not have
9 purchased the Products at all.

10
11 87. Under Cal Civ. Code section 1781(a), any consumer who suffers damage
12 as a result of a violation of this section may bring a class action on behalf of himself
13 and all those similarly situated.

14
15 88. In accordance with Cal. Civ. Code § 1780(a), Plaintiff and the Class seek
16 injunctive and equitable relief for Defendant’s CLRA violations. Concurrent with the
17 filing of this Complaint, Plaintiff has mailed an appropriate demand letter as required
18 under California Civil Code § 1782(a). If Defendant fails to take corrective actions
19 within 30 days of receipt of the demand letter, Plaintiff will amend his complaint to
20 include a request for claims for actual, punitive, and statutory damages, as
21 appropriate.

22
23
24 89. Plaintiff has no adequate remedy at law because he is currently unable to
25 determine whether he will be able to use the Products in the future, and he is uncertain
26 whether Defendant will correct the issue or provide other remedies. Unless the Court
27
28

1 enjoins further unlawful acts by Defendant, Plaintiff and Class Members face
2 uncertainty as to which of these choices would minimize their damage. Defendant
3 benefitted substantially from Plaintiff's purchases because Defendant received the
4 majority of the revenue from the purchases.
5

6 90. Therefore, Plaintiff and the Class are entitled to injunctive relief and all
7 other relief that the court deems proper, including costs and attorney's fees, under Cal.
8 Civ. Code section 1780.
9

10
11 **COUNT IV**
12 **Negligent Misrepresentation**

13 91. Plaintiff incorporates by reference the allegations contained in the
14 preceding paragraphs in this complaint.
15

16 92. Defendant had a duty to truthfully represent the Products, which it
17 breached.
18

19 93. This duty was non-delegable, based on Defendant's position, holding
20 itself out as having special knowledge and experience in this area, a manufacturer of
21 K-Cup pods and well-versed in what can be truthfully advertised as recyclable.
22

23 94. These promises were outside of the standard representations that other
24 companies may make in a standard arms-length, retail context.
25

26 95. The representations took advantage of consumer's cognitive shortcuts
27 made at the point-of-sale and their trust in Defendant.
28

1 96. Plaintiff reasonably and justifiably relied on these negligent
2 misrepresentations and omissions, which served to induce and did induce, his
3 purchase of the Products.
4

5 **COUNT V**
6 **Unjust Enrichment**

7 97. Plaintiff incorporates by reference the allegations contained in the
8 preceding paragraphs in this complaint.
9

10 98. Plaintiff brings this cause of action on behalf of himself and on behalf of
11 the Class.

12 99. Plaintiff and Class members conferred a benefit on Defendant by
13 purchasing the falsely advertised Products.
14

15 100. Defendant received the monies paid by Plaintiff and Class members and
16 thus knew of the benefit conferred upon them.
17

18 101. Defendant accepted and retained the benefit in the amount of the profits
19 they earned from Defendant's Product sales paid by Plaintiff and Class members.
20

21 102. Defendant has profited from their unlawful, unfair, misleading, and
22 deceptive practices and advertising at the expense of Plaintiff and Class members,
23 under circumstances in which it would be unjust for Defendant to be permitted to
24 retain the benefit.
25

26 103. Plaintiff does not have an adequate remedy at law against Defendant.
27
28

1 104. Plaintiff and Class members are entitled to restitution of the amount paid
2 for the Products and disgorgement of the profits Defendant derived from their
3 deceptively advertised Product sales.

4
5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff, on behalf of himself and the Classes defined above,
7 prays for relief as follows:

8
9 A. Determination that the claims alleged herein may be maintained as a
10 class action under Federal Rule of Civil Procedure 23, enter an order certifying the
11 Classes defined above, and appointing Plaintiff's counsel as Class Counsel and
12 Plaintiff as the representative of the Class;

13
14 B. Directing that Defendant bear the costs of any notice sent to the
15 Class(es);

16
17 C. Declaring that Defendant must disgorge, for the benefit of the Class(es),
18 all or part of the ill-gotten profits they received from the sale of the Product, or order
19 Defendant to make full restitution to Plaintiff and the members of the Class(es);

20
21 D. Awarding restitution and other appropriate equitable relief;

22
23 E. Granting an injunction against Defendant to enjoin it from conducting
24 their business through the unlawful, unfair and fraudulent acts or practices set forth
25 herein;

26
27 F. Granting an Order requiring Defendant to fully and appropriately recall
28 the Product;

1 G. Ordering a jury trial and damages according to proof;

2 H. Enjoining Defendant from continuing to engage in the unlawful and
3 unfair business acts and practices as alleged herein;

4
5 I. Awarding attorneys' fees and litigation costs to Plaintiff and members of
6 the Class(es);

7 J. Awarding civil penalties, prejudgment interest and punitive damages as
8 permitted by law; and
9

10 K. Ordering such other and further relief as the Court deems just and proper.

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff demands a trial by jury of all issues triable as of right.

13 DATED: April 7, 2026

14
15 Respectfully Submitted,

16
17 **Manfred, APC**

18
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