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UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF CALIFORNIA

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12 SANDAHL NELSON, individually and  
 on behalf of all others similarly situated,

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Plaintiff,

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vs.

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16 CAMPBELL SOUP COMPANY, and  
 DOES 1-50, inclusive,

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Defendants.

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CASE NO. 14-cv-02647-DMS-JLB

**FIRST AMENDED CLASS ACTION  
 COMPLAINT FOR VIOLATION  
 OF:**

(1) California Consumers Legal  
 Remedies Act, Civ. Code §§ 1750 *et seq.*;

(2) California False Advertising Law,  
 Bus. & Prof. Code §§ 17500 *et seq.*;

(3) California Unfair Competition Law,  
 Bus. & Prof. Code §§ 17200 *et seq.*

1 Plaintiff Sandahl Nelson (“Plaintiff”), on behalf of herself and all others  
2 similarly situated, alleges the following claims against Defendant Campbell Soup  
3 Company (“Campbell” or “Defendant”).

#### 4 INTRODUCTION

5 1. This is a class action lawsuit brought on behalf of California consumers  
6 who purchased Campbell’s “Prego”-branded sauces containing canola oil that were  
7 labeled as “100% Natural” (the “Products”). Campbell falsely represented on the  
8 front label of each Product that the sauce was “100% Natural,” when in fact the  
9 Products contained canola oil made from genetically modified canola.

10 2. Plaintiff Sandahl Nelson is an individual residing in San Diego County,  
11 California.

12 3. Defendant Campbell Soup Company is a New Jersey corporation doing  
13 business in San Diego, California.

14 4. As described in Plaintiff’s declaration, attached hereto as Exhibit 1,  
15 venue is proper in this Court because Plaintiff purchased the Products in San Diego  
16 County, California.

17 5. Defendant removed this case pursuant to 28 U.S.C. §§ 1446 and 1453  
18 on the basis that the Court has jurisdiction under the Class Action Fairness Act, 28  
19 U.S.C. § 1332(d).

#### 20 SUBSTANTIVE ALLEGATIONS

21 6. One of the largest producers of seeds for genetically modified crops is  
22 Monsanto Company. Monsanto defines “genetic modification” as “[t]he technique  
23 of removing, modifying or adding genes to a living organism via genetic  
24 engineering or other more traditional methods. Also referred to as gene splicing,  
25 recombinant DNA (rDNA) technology or genetic engineering.” Monsanto further  
26 defines “genetically modified organisms” as “any organism the genetics of which  
27 have been altered through the use of modern biotechnology to create a novel  
28 combination of genetic material. GMOs may be the source of genetically modified

1 food ingredients and are also widely used in scientific research and to produce  
2 goods other than food.”<sup>1</sup> Thus, crops that have been genetically modified and food  
3 ingredients derived therefrom are not “natural” because the genetic material has  
4 been altered in the laboratory to cause the organisms to express traits that are not  
5 found in nature.

6 7. Approximately 90% of canola crops in the United States are genetically  
7 modified. Any food manufacturer that wishes to use non-GMO canola must  
8 undertake additional and expensive steps to purchase and verify a supply from non-  
9 GMO growers. On information and belief, the canola oil in Defendant’s “100%  
10 Natural” Prego-branded sauces was made from genetically modified canola.  
11 Therefore, the Products are not “100% Natural.”

12 8. For at least some portion of the limitations period, Campbell labeled  
13 the Products as “100% Natural.” Attached hereto as Exhibit 2 is true and accurate  
14 representation of the front and back label of a Product that Plaintiff purchased at a  
15 Vons grocery store in San Diego County, California during the three years  
16 preceding the filing of the Complaint in this action. The phrase “100% Natural”  
17 appears prominently on the front label. Plaintiff, as well as other California  
18 consumers, purchased the Products during the limitations period in reliance on the  
19 representation on the front label that the Products were “100% Natural.” A  
20 reasonable California consumer, like Plaintiff, would not expect a Product labeled  
21 “100% Natural” to contain ingredients made from genetically modified crops, which  
22 are, by definition, artificial and synthetic. Furthermore, Plaintiff and other  
23 California consumers would not have purchased the Products if they had known that  
24 the Products contained ingredients made from genetically modified crops. On  
25 information and belief, in recognition of the fact that the Products are not “100%  
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27 <sup>1</sup> See [www.monsanto.com/newsviews/pages/glossary.aspx](http://www.monsanto.com/newsviews/pages/glossary.aspx) (last visited June 3,  
28 2015).

1 Natural” for the reasons alleged herein, Defendant recently decided to change the  
2 label on a going-forward basis so as to omit that representation.

3 9. Plaintiff and other California consumers lacked the ability to ascertain  
4 the truthfulness of Campbell’s representations at the point of sale. Although  
5 Campbell lists the ingredients on the back panel of each Product, a reasonable  
6 consumer cannot determine whether a listed ingredient is made from genetically  
7 modified crops. Accordingly, reasonable consumers were likely to be deceived by  
8 Campbell’s false “100% Natural” representation.

9 **CLASS ALLEGATIONS**

10 10. Class Definition: Plaintiff brings this lawsuit on her own behalf and as  
11 a class action under Fed. R. Civ. P. 23. The class (“Class”) that plaintiff seeks to  
12 represent is defined as follows: “All consumers within the State of California who  
13 purchased Defendant’s ‘Prego’-branded products containing canola oil that were  
14 labeled as ‘100% Natural’ during the applicable limitations period(s). Excluded  
15 from the Class are Campbell’s current or former officers, directors, and employees;  
16 counsel for Plaintiff and Campbell; and the judicial officer to whom this lawsuit is  
17 assigned and his or her court staff.”

18 11. Ascertainable Class: The Class is ascertainable in that its members  
19 may be identified using information in the possession of Defendant, third parties, or  
20 the Class members themselves.

21 12. Numerosity: The Class is so numerous that the individual joinder of all  
22 members is impractical under the circumstances of this case.

23 13. Common Questions of Fact or Law: This lawsuit is suitable for class  
24 treatment because common questions of fact and law predominate over individual  
25 issues. Common questions include, but are not limited to, the following:  
26 (1) Defendant’s policies and practices regarding the labeling of the Products as  
27 “100% Natural”; (2) whether the labeling of a Product that contains ingredients  
28 derived from GMOs as “100% Natural” is false or misleading; (3) whether a

1 reasonable consumer in California would be misled by the “100% Natural”  
2 representation on Defendant’s label; (4) whether Defendant violated Bus. & Prof.  
3 Code §§ 17200 *et seq.*, Bus. & Prof. Code §§ 17500 *et seq.*, and/or Civ. Code.  
4 §§ 1750 *et seq.*; and (5) the appropriate remedies for Defendant’s conduct.

5 14. Typicality: Plaintiff’s claims are typical of the claims of Class  
6 members. Plaintiff and the Class members were injured by purchasing Defendant’s  
7 mislabeled Products in reliance on the representation that the Products were “100%  
8 Natural.”

9 15. Adequacy. Plaintiff will fairly and adequately protect the interests of  
10 the Class. Plaintiff has no interests that are adverse to the interests of the Class.

11 16. Superiority. A class action is superior to other available means for the  
12 fair and efficient adjudication of this controversy, since individual joinder of all  
13 members of the Class is impractical. Class action treatment will permit a large  
14 number of similarly situated persons to prosecute their common claims in a single  
15 forum simultaneously, efficiently, and without unnecessary duplication of effort and  
16 expense. Furthermore, the expense and burden of individualized litigation would  
17 make it difficult or impossible for individual members of the Class to redress the  
18 wrongs done to them, while an important public interest will be served by  
19 addressing the matter as a class action. Individualized litigation would also present  
20 the potential for inconsistent or contradictory judgments.

## 21 **FIRST CAUSE OF ACTION**

### 22 **(Violation of the California Consumers Legal Remedies Act)**

23 17. Plaintiff incorporates by reference the allegations of the foregoing  
24 paragraphs.

25 18. Plaintiff and the Class members are “consumers” under the California  
26 Consumers Legal Remedies Act (“CLRA”), California Civil Code § 1761(d).

27 19. The Products are “goods” under California Civil Code § 1761(a).  
28

1 20. The purchases by Plaintiff and the Class members of the Products are  
2 “transactions” under California Civil Code § 1761(e).

3 21. Within the applicable limitations period, Defendant violated California  
4 Civil Code §§ 1770(a)(5), (a)(7), and (a)(9) by making a false representation on the  
5 Product label that the Products were “100% Natural” when, in fact, they contained  
6 artificial and/or synthetic ingredients, including canola oil made from genetically  
7 modified canola.

8 22. Plaintiff and the Class members reasonably relied on the “100%  
9 Natural” representation on the Product label. Plaintiff and the Class members were  
10 not aware that the Products contained canola oil made from genetically modified  
11 canola, and had no ability to ascertain that information at the point of sale. Plaintiff  
12 and the Class members would not have purchased the Products at the price offered,  
13 or at all, if they had known that, contrary to Defendant’s representation, the Products  
14 contained canola oil made from genetically modified canola. As a result of  
15 Defendant’s misrepresentation, Plaintiff and the Class members have been damaged  
16 in an amount to be proved at trial.

17 23. Pursuant to Civil Code § 1782(a), Plaintiff served by certified mail a  
18 pre-filing demand letter on Defendant and its agent for service of process that  
19 notified Defendant of its unlawful practices and demanded that Defendant remedy  
20 those practices. More than thirty (30) days have elapsed since the service of the  
21 letter, and Defendant has not fully remedied its unlawful practices.

22 24. Pursuant to California Civil Code §§ 1780 and 1782, Plaintiff and the  
23 Class members seek monetary relief in an amount to be proved at trial, as well as  
24 reasonable attorneys’ fees and costs.

25 **SECOND CAUSE OF ACTION**

26 **(Violation of the California False Advertising Law)**

27 25. Plaintiff incorporates by reference the allegations of the foregoing  
28 paragraphs.

1           26. The California False Advertising Law (“FAL”), California Business &  
2 Professions Code §§ 17500 *et seq.*, makes it unlawful for a defendant to induce the  
3 public to buy its products by knowingly disseminating untrue or misleading  
4 statements about the products.

5           27. Defendant’s representation that the Products were “100% Natural,” as  
6 alleged above, was untrue and misleading. Defendant’s representation was likely to  
7 deceive reasonable consumers. Reasonable consumers could not ascertain the  
8 truthfulness of Defendant’s representation at the point of sale. Defendant knew, or  
9 reasonably should have known, that its representation concerning the Products was  
10 untrue and misleading, since it knew how the Products and their ingredients were  
11 sourced and manufactured. Defendant made its representation with the intent to  
12 induce Plaintiff and Class members to purchase the Products. Plaintiff and Class  
13 members purchased the Products in reliance on the untrue and misleading  
14 representation by Defendant. Plaintiff and the Class members would not have  
15 purchased the Products at the price offered, or at all, if they had known that  
16 Defendant’s “100% Natural” representation was false.

17           28. Pursuant to California Business & Professions Code § 17535, Plaintiff  
18 and the Class members seek monetary relief in an amount to be proved at trial.

19           29. Within a reasonable time after they knew or should have known of such  
20 violation, Plaintiff, on behalf of herself and the other members of the Class, placed  
21 Defendant on notice thereof.

22                                 **THIRD CAUSE OF ACTION**

23                                 **(Violation of the California Unfair Competition Law)**

24           30. Plaintiff incorporates by reference the allegations of the foregoing  
25 paragraphs.

26           31. The California Unfair Competition Law, California Business &  
27 Professions Code §§ 17200 *et seq.*, prohibits any unlawful, unfair, or fraudulent  
28 business act or practice.

1 32. Defendant’s conduct is unlawful because, as set forth above, it violates  
2 the CLRA and the FAL.

3 33. Plaintiff and the Class members have suffered injury in fact and lost  
4 money as a result of Defendant’s conduct, since they purchased the Products in  
5 reliance on Defendant’s “100% Natural” representation and would not have  
6 purchased the Products at the price offered, or at all, if they had known that the  
7 representation was false.

8 34. Pursuant to California Business & Professions Code § 17203, Plaintiff  
9 and the Class members seek restitution in an amount to be proved at trial.

10 **PRAYER**

11 Plaintiff requests entry of judgment on behalf of herself and the other Class  
12 members as follows:

- 13 1. For damages, restitution, and other monetary relief according to proof;
- 14 2. For reasonable attorneys’ fees and costs of suit;
- 15 3. For pre-judgment interest; and
- 16 4. For such other relief as the Court deems proper.

17 Dated: June 8, 2015

DOSTART CLAPP HANNINK &  
COVENEY, LLP

19  
20 /s/ James T. Hannink  
21 JAMES T. HANNINK  
22 Attorneys for Plaintiff  
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JURY DEMAND

Plaintiff Sandahl Nelson hereby demands trial by jury on all claims so triable.

Dated: June 8, 2015

DOSTART CLAPP HANNINK &  
COVENEY, LLP

/s/ James T. Hannink  
JAMES T. HANNINK  
Attorneys for Plaintiff

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