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Attorney for Plaintiff
CONNIE CHONG

United States District Court
For the Central District of California

CONNIE CHONG, Individually and On)
Behalf of All Others Similarly Situated)

vs.)

NESTLE WATERS NORTH)
AMERICA INC., and DOES 1 through)
10.)

Defendants.)

Case No.

CLASS ACTION

COMPLAINT FOR:

- (1) VIOLATION OF CAL. BUS. &
PROF. CODE §17200: Unlawful
Conduct
(2) VIOLATION OF CAL. BUS. &
PROF. CODE §17200 Unfair Conduct
(3) VIOLATION OF CAL. BUS. &
PROF. CODE §17500 *et seq.*
(4) VIOLATION OF CAL. CIVIL
CODE §1750 *et seq.*
(5) UNJUST ENRICHMENT/
BREACH OF QUASI CONTRACT

1 1. Plaintiff Connie Chong (“Plaintiff”), individually and on behalf of all others
2 similarly situated, bring this Class Action Complaint against NESTLE WATERS
3 NORTH AMERICA INC. (“NESTLE” or “Defendant”), and on the basis of
4 personal knowledge, information and belief, and investigation of counsel, alleges
5 as follows.

6
7 **INTRODUCTION**
8

9 2. This action deals with a water bottle product by Defendant: ARROWHEAD
10 100% MOUNTAIN SPRING WATER (“the NESTLE Product”). At all relevant
11 times, Plaintiff bought the NESTLE Product from convenient stores and grocery
12 markets in Los Angeles, California, including Target, Costco, Hannam Chain,
13 Galleria Market, and Smart & Final.

14 3. The NESTLE Product is a bottled water line that Defendant manufactures,
15 markets, and sells.

16 4. When Plaintiff purchased the NESTLE Product bottles of various sizes
17 including 355 mL, 500 mL, and 2.5 GAL, she did not read the backside of the
18 label. In the front label of the bottles, the statement of “ARROWHEAD 100%
19 MOUNTAIN SPRING WATER” was provided with the background picture of the
20 Arrowhead mountain and the lake in front of the mountain. Based on the
21 presentations in the front label, Plaintiff reasonably believed the NESTLE Product
22 was from the springs in the Arrowhead mountain. Plaintiff would not have
23 purchased the NESTLE Product bottles had she known that the spring water might
24 not be from the arrowhead mountain. Plaintiff would not have purchased the
25 NESTLE Product absent the misrepresentation depicted with the picture of the
26 label.

27 5. In the backside of the label of the NESTLE Product bottle, the source of
28 spring water was not prominently placed thereon with such conspicuousness (as

1 compared with other words, statements, designs, or devices, in the labeling), and is
2 not easily legible.

3 6. The backside label of the NESTLE Product bottle lists the source
4 information as:

5
6 SOURCES: SOUTHERN PACIFIC SPRING, RIVERSIDE
7 COUNTY, CA; ARROWHEAD SPRINGS, SAN BERNARDINO
8 COUNTY, CA; LONG POINT RANCH, RUNNING SPRING, CA;
9 PALOMAR MOUNTAIN GRANITE SPRINGS (PMGS),
10 PALOMAR, CA; DEER CANYON SPRINGS, SAN BERNARDINO
11 COUNTY, CA AND/OR COYOTE SPRINGS, INYO COUNTY,
12 CA.

13 The sources of the spring water include six (6) locations. Arrowhead
14 Springs is one of them.

15 **Plaintiff's Reliance on Defendant's Unlawful, False, and Misleading**
16 **Presentations in the Label of the NESTLE Product**

17
18 7. Plaintiff read and relied on the misleading statements of ARROWHEAD
19 100% MOUNTAIN SPRING WATER with the picture of the Arrowhead
20 mountain and the lake in the front label of the NESTLE Product bottle.

21 8. Based on this reliance, Plaintiff believed the NESTLE Product was from the
22 springs in the arrowhead mountain.

23 9. Plaintiff would not have purchased the NESTLE Product absent the
24 misrepresentation depicted in the picture of the label.

25 10. In fact, Plaintiff bought the NESTLE Product bottles which were prohibited
26 from introduction into commerce because they were misbranded. Plaintiff suffered
27 damages in an amount to equal to the amounts she paid for the NESTLE Product
28 bottles she purchased.

1 11. By engaging in false and misleading marketing, Defendant reaped, and
2 continues to reap, increased sales and profits.

3 12. Defendant knows that the label of the NESTLE Product it markets is
4 material to consumer's decision to purchase the NESTLE Product.

5 13. Defendant deliberately cultivated the misrepresentations through its
6 marketing of the NESTLE Product bottles.

7 14. Plaintiff's claim is essentially that, because defendant's label on the
8 NESTLE Product bottles did not comply with state and/or federal requirements
9 regarding the source location, she could not see or did not understand the source
10 information, and therefore was misled by the unlawful packaging and purchased
11 the water bottles based thereon. Defendant's bottles are misbranded and
12 unmarketable. Plaintiff was misled as a result of the misbranding and suffered
13 economic injury because she purchased the products she otherwise would not have.

14 15. She would purchase the products as long as Defendant repairs the label
15 complying with state and/or federal requirements, or Defendant presents accurate
16 source location of the Arrowhead mountain.

17
18 **NATURE OF THE ACTION**

19
20 16. Plaintiff brings this class action on behalf of herself and all other similarly
21 situated consumers who purchased the NESTLE Product asserting claims under
22 California's Unfair Competition Law, Cal. Bus. & Prof. Code §17200, *et seq.*
23 ("UCL" or "§17200"); the Consumer Legal Remedies Act, Cal. Civ. Code §1750,
24 *et seq.* ("CLRA"); the False Advertising Law, Cal. Bus & Prof. Code §17500, *et*
25 *seq.* ("FAL" or "17500"); Unjust Enrichment/Breach of Quasi Contract.

26 17. Plaintiff seeks damages and equitable relief on behalf of herself and the
27 Class, which relief includes, but is not limited to, the following: their monetary
28 damages; restitution; refunding Plaintiff and class members the full amount paid

1 for the NESTLE Product; injunctive relief for an order enjoining Defendant from
2 falsely marketing and advertising the NESTLE Product; punitive damages; costs
3 and expenses, including attorneys' and expert fees; interest; and any additional
4 relief that this Court determines to be necessary or appropriate to provide complete
5 relief to Plaintiff and the Class.

6 18. Plaintiff also seeks public injunctive relief that has the primary purpose and
7 effect of prohibiting unlawful acts that threaten future injury to the general public.
8 Class certification is not required for "public" injunctive relief under the UCL,
9 FAL, and CLRA. (see *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017).)

10 11 **JURISDICTION AND VENUE**

12
13 19. This Court also has original jurisdiction over this action under the Class
14 Action Fairness Act of 2005, 28 U.S.C. § 1332(d)(2) ("CAFA"), as to the named
15 Plaintiff and every Class Member, because the proposed Class contains more than
16 100 members, the aggregate amount in controversy exceeds \$5 million, and Class
17 Members reside across the United States and are therefore diverse from Defendant.

18 20. The Court has supplemental jurisdiction over Plaintiff's state law claims
19 pursuant to 28 U.S.C. §1367(a). Plaintiff has filed affidavits showing that this
20 action has been commenced in a proper county pursuant to Cal. Civ. Code
21 §1780(d).

22 21. This Court has personal jurisdiction over Defendant because it has
23 significant minimum contacts with this State, and intentionally availed itself of the
24 laws of California by transacting a substantial amount of business throughout the
25 State and this District, including but not limited to, the promotion, marketing,
26 advertising, and sale of the NESTLE Product throughout California and Los
27 Angeles County, and on the Internet to consumers located throughout California
28 and Los Angeles County.

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