

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

LeGrand v. Abbott Laboratories

No. 22-cv-05815-TSH (N.D. Cal. July 28, 2025) · No. 22-cv-05815-TSH · Decided July 28, 2025

SUMMARY

The United States District Court for the Northern District of California denied Abbott Laboratories’ motion to dismiss a putative class action under Federal Rule of Civil Procedure 12(h)(3). The court held that Condalisa LeGrand established Article III standing based on her testimony and declaration concerning purchases of Abbott’s Ensure products, despite the absence of receipts. The court also held that she had standing to seek injunctive relief based on an alleged future threat of harm from false or misleading labeling.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Thomas S. Hixson
JURISDICTION	United States District Court for the Northern District of California
DECIDED	July 28, 2025
DOCKET	22-cv-05815-TSH
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff brought a putative consumer class action alleging that statements on Abbott's Ensure product labels were false and misleading. Abbott moved to dismiss under Federal Rule of Civil Procedure 12(h)(3), arguing that Plaintiff lacked Article III standing and standing to seek injunctive relief. The court denied the motion.
STANDARD OF REVIEW	For a factual jurisdictional attack, the court may consider extrinsic evidence and need not presume the truthfulness of the complaint's allegations. The party asserting federal jurisdiction must establish standing by a preponderance of the evidence. Dismissal without leave to amend is appropriate only when the jurisdictional defect cannot be cured by amendment.
PRECEDENTIAL VALUE	unpublished district court order

TOPICS

standing

subject matter jurisdiction

injunctions

class actions

consumer protection

PRACTICE AREAS

consumer protection

civil procedure

constitutional law

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remedies

QUESTIONS PRESENTED

1. Whether LeGrand established Article III standing to pursue her consumer-protection claims despite lacking documentary receipts for the alleged Ensure purchases.
2. Whether LeGrand established standing to seek injunctive relief by showing an actual and imminent threat of future harm from Abbott's labeling.

HOLDINGS

1. LeGrand established Article III standing because, by a preponderance of the evidence, her testimony and declaration showed that she purchased the challenged Ensure products during the proposed class period, thereby establishing an injury in fact traceable to the alleged labeling and redressable by judicial relief. Receipts were not required to establish standing.
2. LeGrand had standing to seek injunctive relief because the evidence showed a sufficient actual and imminent threat of future harm: she would be unable to rely on Ensure's labeling in the future despite wanting to purchase the product and could reasonably be deceived by the labeling.

KEY QUOTATIONS

“To establish Article III standing, a plaintiff must have (1) suffered an injury in fact, (2) that is fairly traceable to the challenged conduct of the defendant, and (3) that is likely to be redressed by a favorable judicial decision.” (at 5)

“For injunctive relief, which is a prospective remedy, the threat of injury must be actual and imminent, not conjectural or hypothetical.” (at 10)

“a previously deceived consumer may have standing to seek an injunction against false advertising or labeling, even though the consumer now knows or suspects that the advertising was false at the time of the original purchase, because the consumer may suffer an actual and imminent, not conjectural or hypothetical threat of future harm.” (at 10-11)

FACTUAL BACKGROUND

LeGrand, a California resident, alleged that Abbott's Ensure products were marketed with false or misleading representations, including that the products were "Doctor Recommended" and provided "Complete, Balanced Nutrition." She testified that she purchased Ensure products for herself repeatedly over many years, including during the proposed class period, but lacked receipts because she made purchases at multiple stores, often paid cash, and discarded receipts. After learning about the products' added-sugar content, she stopped consuming Ensure for herself, although she later purchased products for her then-husband using his money. The court found

that her testimony and declaration established her purchases and that she could reasonably be deceived by the labeling in the future.

PROCEDURAL HISTORY

LeGrand filed the initial putative class action complaint on October 6, 2022, later filed an amended complaint, and filed the operative Second Amended Complaint on December 11, 2024. She subsequently moved for class certification. Abbott filed the Rule 12(h)(3) motion at issue on July 2, 2025, and the court decided the motion without oral argument, denying it on July 28, 2025.

DISPOSITION

dismissed

CASES CITED

- Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375, 377 (1994)
- Chandler v. State Farm Mut. Auto. Ins. Co., 598 F.3d 1115, 1122 (9th Cir. 2010)
- Wood v. City of San Diego, 678 F.3d 1075, 1082 (9th Cir. 2012)
- Arbaugh v. Y&H Corp., 546 U.S. 500, 506 (2006)
- Iten v. Los Angeles, 81 F.4th 979, 985 (9th Cir. 2023)
- Caselman v. Pier 1 Imports (U.S.), Inc., No. 14-CV-02383-LHK, 2015 WL 106063, at *2 (N.D. Cal. Jan. 7, 2015)
- Safe Air for Everyone v. Meyer, 373 F.3d 1035, 1039 (9th Cir. 2004)
- Warth v. Seldin, 422 U.S. 490, 501 (1975)
- Gordon v. United States, 739 F. App'x 408, 411 (9th Cir. 2018)
- Friends of the Earth v. Sanderson Farms, Inc., 992 F.3d 939, 944 (9th Cir. 2021)
- Eminence Cap., LLC v. Aspeon, Inc., 316 F.3d 1048, 1052 (9th Cir. 2003)
- NEI Contracting & Eng'g, Inc. v. Hanson Aggregates Pac. Sw., Inc., 926 F.3d 528, 532 (9th Cir. 2019)
- Spokeo, Inc. v. Robins, 578 U.S. 330, 338 (2016)
- Lujan v. Defs. of Wildlife, 504 U.S. 555, 560 (1992)
- In re ConAgra Foods, Inc., 90 F. Supp. 3d 919, 968 (C.D. Cal. 2015)
- Gerlinger v. Amazon.com Inc., Borders Grp., Inc., 526 F.3d 1253, 1255-56 (9th Cir. 2008)
- Bargetto v. Walgreen Co., No. 22-CV-02639-TLT, 2024 WL 3493260, at *1-3, *7 (N.D. Cal. June 14, 2024)
- Sud v. Costco Wholesale Corp., No. 15-CV-03783-JSW, 2016 WL 192569, at *3 (N.D. Cal. Jan. 15, 2016)
- Gonzalez v. Chattem, Inc., No. 23-CV-00102-HSG, 2023 WL 8101923, at *4 (N.D. Cal. Nov. 21, 2023)
- Friends of the Earth, Inc. v. Laidlaw Env't Servs. (TOC), Inc., 528 U.S. 167, 185 (2000)
- Davidson v. Kimberly-Clark Corp., 889 F.3d 956, 967, 969-70 (9th Cir. 2018)
- Cabrera v. Bayer Healthcare LLC, No. LA CV17-08525 JAK (JPRX), 2024 WL 1699357, at *6 (C.D. Cal. Feb. 23, 2024)

