

1 Christin Cho (Cal. Bar No. 238173)  
2 christin@dovel.com  
3 DOVEL & LUNER, LLP  
4 201 Santa Monica Blvd., Suite 600  
5 Santa Monica, California 90401  
6 Telephone: (310) 656-7066  
7 Facsimile: (310) 656-7069

8 *Attorneys for Plaintiff*

9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 Ebony Morrison, individually  
12 and on behalf of all others similarly  
13 situated,

14 *Plaintiff,*

15 v.

16 Sovena USA, Inc.,

17 *Defendant.*  
18  
19

Case No. 2:24-cv-08144

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

**Table of Contents**

1

2 I. Introduction..... 1

3 II. Parties..... 2

4 III. Jurisdiction and Venue..... 2

5 IV. Facts..... 3

6 A. Consumers want pure avocado oil, and are willing to pay more for it. .... 3

7 B. Scientific research reveals problems with avocado oil labeling..... 3

8 C. Defendant’s avocado oil labeling is false and misleading. .... 4

9 D. Defendant overcharges its consumers. .... 7

10 E. Plaintiff was misled and harmed by Defendant’s false and misleading

11 labeling. .... 8

12 F. No adequate remedy at law. .... 9

13 V. Class Action allegations..... 9

14 VI. Claims. .... 11

15 First Cause of Action: Violation of California’s False Advertising Law Bus.

16 & Prof. Code §§ 17500 & 17501 et. seq..... 11

17 Second Cause of Action: Violation of California’s Consumer Legal Remedies

18 Act..... 12

19 Third Cause of Action: Violation of California’s Unfair Competition Law ..... 14

20 Fourth Cause of Action: Breach of Express Warranty..... 16

21 Fifth Cause of Action: Negligent Misrepresentation..... 17

22 Sixth Cause of Action: Intentional Misrepresentation..... 18

23 Seventh Cause of Action: Quasi-Contract ..... 19

24 VII. Relief. .... 19

25 VIII. Demand for Jury Trial. .... 19

26

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1 **I. Introduction.**

2 1. Supermarkets today are stocked with a variety of cooking oils. Customers  
3 can choose different cooking oils based on factors such as taste, uses, health benefits, and  
4 price.

5 2. “Avocado oil is a rising star in the culinary world.”<sup>1</sup> It “has generated  
6 growing interest among consumers due to its nutritional and technological  
7 characteristics.”<sup>2</sup> Avocado oil “is delicious, nutritious, and easy to use. It’s rich in oleic  
8 acid, polyunsaturated fats, carotenoids, and other antioxidant-rich nutrients that are linked  
9 to improved heart, skin, and eye health.”<sup>3</sup> It has a variety of health benefits, and may  
10 reduce arthritis and improve skin. It also has a high heat point, which makes it suitable  
11 for high heat cooking.<sup>4</sup> “[A]vocado oil has established itself as an oil that has a very good  
12 nutritional value at low and high temperatures.”<sup>5</sup>

13 3. Because of its many benefits, consumers seek out avocado oil, and are  
14 willing to pay more for it. And, avocado oil can command prices four times more  
15 expensive than its competitor, canola oil.<sup>6</sup>

16 4. But because avocado oil is more expensive to produce, some makers cut  
17 corners. They substitute other oils, or mix avocado oil with cheaper seed oils. They sell  
18 avocado oil that is impure and adulterated.

19 5. Defendant Sovena USA, Inc. (“Sovena” or “Defendant”) makes, markets  
20 and sells Olivari brand avocado oil. The bottle prominently states that it contains 100%  
21 pure cold pressed avocado oil. The ingredient list also lists only “avocado oil.” But the

22 \_\_\_\_\_  
23 <sup>1</sup> <https://www.washingtonpost.com/wellness/2024/08/27/avocado-oil-adulteration-tests/>

24 <sup>2</sup> <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6600360/>

25 <sup>3</sup> <https://www.healthline.com/nutrition/9-avocado-oil-benefits>

26 <sup>4</sup> [https://www.healthline.com/nutrition/9-avocado-oil-benefits#TOC\\_TITLE\\_HDR\\_2](https://www.healthline.com/nutrition/9-avocado-oil-benefits#TOC_TITLE_HDR_2)

27 <sup>5</sup> <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6600360/>;  
28 <https://healthnews.com/nutrition/healthy-eating/why-you-should-start-replacing-canola-oil-with-avocado-oil/>

<sup>6</sup> *Id.*

1 truth is, it does not contain 100% pure avocado oil. Instead, testing has shown that the oil  
2 is adulterated and impure.

3 6. On June 23, 2023 Plaintiff Ebony Morrison purchased a bottle of Olivari  
4 Avocado Oil at a Sam’s Club store while living in Long Beach, California. When Ms.  
5 Morrison purchased the product, the package prominently stated “100% Pure Cold  
6 Pressed Avocado Oil,” and she read and relied on this statement. But a recent study  
7 shows that this is not true; Defendant’s avocado oil is adulterated and impure. Plaintiff  
8 was harmed, and brings this lawsuit on behalf of herself and a class of consumers that  
9 purchased Defendant’s avocado oil.

10 **II. Parties**

11 7. Plaintiff Ebony Morrison is a citizen of California, domiciled in Los Angeles  
12 County.

13 8. The proposed class includes citizens of every state.

14 9. Defendant Sovena USA, Inc. is a New York Corporation with its principal  
15 place of business at 1 Olive Grove St., Rome, NY 13441.

16 **III. Jurisdiction and Venue.**

17 10. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2).  
18 The amount in controversy exceeds \$5,000,000, exclusive of interest and costs, and the  
19 matter is a class action in which one or more members of the proposed class are citizens  
20 of a state different from Defendant.

21 11. The Court has personal jurisdiction over Defendant because Defendant  
22 sold Olivari Products to consumers in California, including to Plaintiff.

23 12. Venue is proper under 28 U.S.C. § 1391(b)(1) and 28 U.S.C. § 1391(d)  
24 because Defendant would be subject to personal jurisdiction in this District if this  
25 District were a separate state, given that Defendant sold Olivari Products to consumers  
26 in this District, including Plaintiff. Venue is also proper under 28 U.S.C. § 1391(b)(2)  
27 because a substantial part of Defendant’s conduct giving rise to the claims occurred in  
28 this District, including Defendant’s sale to Plaintiff.

1 **IV. Facts.**

2 **A. Consumers want pure avocado oil, and are willing to pay more for it.**

3 13. Avocado oil is quickly gaining popularity in the culinary world. It has  
4 attracted increasing attention from consumers due to its nutritional benefits and  
5 versatility. Avocado oil has mild flavor, making it easy to cook with. In addition, it is  
6 packed with healthful nutrients like oleic acid, polyunsaturated fats, carotenoids, and  
7 antioxidants, which have been linked to better heart, skin, and eye health. Avocado oil  
8 may also improve arthritis and promote healthy skin. Additionally, avocado oil's high  
9 smoke point makes it ideal for cooking at high temperatures. This makes it a versatile oil  
10 with excellent nutritional value, whether used at low or high heat.

11 14. Due to its numerous health benefits, avocado oil is highly sought after by  
12 consumers, who are often willing to pay a premium for it. In fact, avocado oil can be  
13 priced up to four times higher than its competitor, canola oil.<sup>7</sup>

14 **B. Scientific research reveals problems with avocado oil labeling.**

15 15. Unfortunately, “due to the lack of enforceable standards, consumers are  
16 unprotected from fraud (i.e., economic motivated adulteration)” in the avocado oil  
17 marketplace.<sup>8</sup> Because it costs a lot more to make 100% pure avocado oil than an impure  
18 or adulterated oil (e.g. one containing a mix of avocado and other oils), bad actors can  
19 increase their profits by selling impure or mixed oils as pure avocado oil.<sup>9</sup> “Oils that are  
20 of poor quality or blended with cheaper edible oil can be traded and sold”<sup>10</sup> to unknowing  
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22 <sup>7</sup> <https://healthnews.com/nutrition/healthy-eating/why-you-should-start-replacing-canola-oil-with-avocado-oil/>

23 <sup>8</sup> Green, H. S.; Wang, S. C. Food Control, 2020, 116, 107328: “First report on  
24 quality and purity evaluations of avocado oil sold in the US”, available at  
25 <https://www.sciencedirect.com/science/article/pii/S0956713520302449>

26 <sup>9</sup> Green, H. S.; Wang, S. C. Food Control 2023, 152, 109837 “Purity and quality of  
27 private labelled avocado oil,” available at  
<https://www.sciencedirect.com/science/article/pii/S0956713523002372>

28 <sup>10</sup> Green, H. S.; Wang, S. C. Food Control, 2020, 116, 107328: “First report on  
quality and purity evaluations of avocado oil sold in the US”, available at  
<https://www.sciencedirect.com/science/article/pii/S0956713520302449>

1 consumers. Consumers purchase the inauthentic products and pay the higher prices,  
2 believing that they are purchasing pure avocado oil with its corresponding benefits.

3 16. A group of scientists at UC Davis recently tested a variety of commercially  
4 available avocado oil for purity. They found that many retailers were selling adulterated  
5 avocado oil. Almost 70% of the avocado oils tested were “rancid or mixed with other  
6 oils.”<sup>11</sup>

7 **C. Defendant’s avocado oil labeling is false and misleading.**

8 17. Defendant sells Olivari Avocado Oil (the “Product”). Defendant’s labels  
9 prominently state that the Product contain only avocado oil. The front of the bottle  
10 prominently states “AVOCADO OIL,” and includes an image of a large avocado.



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<sup>11</sup> <https://www.ucdavis.edu/food/news/70%25-private-label-avocado-oil-rancid-or-mixed-other-oils>

1 18. It also includes the statement that the oil is “100% PURE COLD  
2 PRESSED AVOCADO OIL.”



19. Similarly, the ingredients list only contains one ingredient: Avocado Oil.



20. Based on each of these representations, reasonable consumers believe that the bottle contains 100% pure avocado oil, and only avocado oil. Reasonable consumers expect that the words “Avocado Oil” and “100% Pure Cold Pressed Avocado Oil” mean that the bottles contain only cold pressed avocado oil, and are not adulterated with other oils or impure. Similarly, when reasonable consumers see the sole ingredient: “avocado oil,” they expect that the product only includes that sole ingredient: avocado oil. No reasonable consumer expects that a bottle labeled “Avocado Oil” and “100% Pure”



1 avocado oil contains other, non-avocado oils. In short, reasonable consumers reasonably  
2 believe that they are receiving a product that contains pure avocado oil.

3 21. But, scientific testing shows that the avocado oil is impure. The University  
4 of California, Davis researchers who study avocado oil purity recently revealed the names  
5 of the avocado oils that had tested impure in their study. The list included Defendant's  
6 Olivari avocado oil.<sup>12</sup>

7 22. The inaccurate labeling of Defendant's product is highly material to  
8 reasonable consumers. Consumers who purchase avocado oil are choosing it and paying  
9 more for it, because they believe it has benefits over other oils. They are choosing to pay  
10 more because they believe that the product they are receiving is pure avocado oil, and not  
11 an oil that is adulterated with cheaper oils.

12 23. Defendant knows, or reasonably should know, that its labeling is misleading  
13 customers. Since at least 2020, the avocado oil industry has been aware that there are  
14 problems with adulteration and purity of avocado oils. *See, e.g.,*  
15 <https://www.sciencedirect.com/science/article/pii/S0956713520302449?>

16 24. As a distributor and seller of cooking oils, Defendant is aware of industry  
17 studies and trends, and aware of the problems with impurity and adulteration in the  
18 avocado oil market. Defendant is aware of, willfully blind to, or negligent with respect to  
19 the fact that the avocado oils that it sells are impure. Indeed, if Defendant tested its own  
20 avocado oils before putting them on the market, it would know that its avocado oils are  
21 impure and adulterated. Given the pervasive problems with avocado oil adulteration, any  
22 reasonable maker, seller, or distributor of avocado oil would test its own products.

23 **D. Defendant overcharges its consumers.**

24 25. Defendant's false and misleading labeling allows Defendant to charge higher  
25 prices for its products. As explained above, consumers are willing to pay substantially  
26 higher prices for avocado oil. If Defendant told the truth— that its oils are impure, and

27 <sup>12</sup> [https://www.washingtonpost.com/wellness/2024/08/27/avocado-oil-](https://www.washingtonpost.com/wellness/2024/08/27/avocado-oil-adulteration-tests/)  
28 [adulteration-tests/](https://www.washingtonpost.com/wellness/2024/08/27/avocado-oil-adulteration-tests/)

1 adulterated with other oils—the price of its avocado oil would drop dramatically. If  
2 consumers knew the truth—that the product did not contain 100% pure avocado oil—  
3 they would not pay the current prices for the products. Indeed, as described above, other  
4 oils sell for substantially less than pure avocado oil. Accordingly, if Defendant accurately  
5 labeled its products, it would have had to lower the price, and Plaintiff and class members  
6 would have paid less.

7         26. Thus, Plaintiff and each class member paid a substantial price premium  
8 because of Defendant’s false and misleading labeling. Plaintiff paid more for a superior  
9 product worth more, and received an inferior product that was inaccurately labeled.  
10 Plaintiff and the class therefore sustained an economic injury and paid a price premium as  
11 result of Defendant’s false and misleading labels.

12         **E. Plaintiff was misled and harmed by Defendant’s false and misleading**  
13         **labeling.**

14         27. On June 23, 2023 Plaintiff Ebony Morrison purchased a bottle of Olivari  
15 Avocado Oil at a Sam’s Club store while living in Long Beach, California. The package  
16 prominently stated “100% Pure Cold Pressed Avocado Oil.” It also prominently stated  
17 “Avocado Oil.” Ms. Morrison read and relied on these statements when purchasing the  
18 Product. She would not have purchased the Product at the price she paid if she had  
19 known that the Product was contaminated with other oils, and that it was not pure  
20 avocado oil.

21         28. Plaintiff wants Sovena to fix its practices and sell avocado oil with accurate  
22 labeling. If Sovena fixes their Products, so that the avocado oil is actually pure and not  
23 contaminated with other oils, she would buy them again. But given Sovena’s past  
24 deception, Plaintiff cannot rely on Sovena’s word alone that it has fixed the problem.  
25 Plaintiff faces an imminent threat of harm because she will not be able to rely on Sovena’s  
26 labels in the future, and will not be able to buy Olivari Avocado Oil, even if Sovena claims  
27 to have fixed the issue. To buy Sovena’s Products again, Plaintiff needs the Court to enter  
28 an order forbidding Sovena from claiming that its avocado oil contains only “avocado oil”

1 or is “100% pure,” unless the avocado oil actually is pure and not contaminated with  
2 other oils.

3 **F. No adequate remedy at law.**

4 29. Plaintiff seeks damages and, in the alternative, restitution. Plaintiff is  
5 permitted to seek equitable remedies in the alternative because he has no adequate remedy  
6 at law.

7 30. A legal remedy is not adequate if it is not as certain as an equitable remedy.  
8 The elements of Plaintiff’s equitable claims are different and do not require the same  
9 showings as Plaintiff’s legal claims. As one example, to obtain damages under the CLRA,  
10 a plaintiff must show that they complied with the CLRA’s notice requirement for  
11 damages. No such requirements exist to obtain restitution. Because a plaintiff must make  
12 this additional showing to obtain damages, rather than restitution, the legal remedies are  
13 more uncertain.

14 31. In addition, the remedies at law available to Plaintiff are not equally prompt  
15 or otherwise efficient. The need to schedule a jury trial may result in delay. And a jury trial  
16 will take longer, and be more expensive, than a bench trial.

17 **V. Class Action allegations.**

18 32. Plaintiff brings the asserted claims on behalf of the proposed class of:

- 19 • Nationwide Class: all persons who, within the applicable statute of  
20 limitations period, purchased Olivari Avocado Oil.  
21 • California Subclass: all persons who, while in the state of California and  
22 within the applicable statute of limitations period, purchased Olivari  
23 Avocado Oil products.

24 33. The following people are excluded from the class: (1) any Judge or  
25 Magistrate Judge presiding over this action and the members of their family; (2)  
26 Defendant, Defendant’s subsidiaries, parents, successors, predecessors, and any entity in  
27 which the Defendant or its parents have a controlling interest and their current  
28 employees, officers, and directors; (3) persons who properly execute and file a timely

1 request for exclusion from the class; (4) persons whose claims in this matter have been  
2 finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and  
3 Defendant's counsel, and their experts and consultants; and (6) the legal representatives,  
4 successors, and assigns of any such excluded persons.

5 ***Numerosity & Ascertainability***

6 34. The proposed class contains members so numerous that separate joinder of  
7 each member of the class is impractical. There are tens or hundreds of thousands of  
8 class members.

9 35. Class members can be identified through Defendant's sales records and  
10 public notice.

11 ***Predominance of Common Questions***

12 36. There are questions of law and fact common to the proposed class.  
13 Common questions of law and fact include, without limitation:

- 14 (1) whether Defendant made false or misleading statements of fact in its  
15 advertisements;
- 16 (2) whether Defendant violated California's consumer protection statutes;
- 17 (3) whether Defendant committed a breach of contract;
- 18 (4) whether Defendant committed a breach of an express warranty;
- 19 (5) damages needed to reasonably compensate Plaintiff and the proposed class.

20 ***Typicality & Adequacy***

21 37. Plaintiff's claims are typical of the proposed class. Like the proposed class,  
22 Plaintiff purchased Defendant's Olivari Avocado Oil Products. There are no conflicts of  
23 interest between Plaintiff and the class.

24 ***Superiority***

25 38. A class action is superior to all other available methods for the fair and  
26 efficient adjudication of this litigation because individual litigation of each claim is  
27 impractical. It would be unduly burdensome to have individual litigation of millions of  
28

1 individual claims in separate lawsuits, every one of which would present the issues  
2 presented in this lawsuit.

3 **VI. Claims.**

4 **First Cause of Action:**

5 **Violation of California’s False Advertising Law Bus. & Prof. Code §§ 17500 &  
6 17501 et. seq.**

7 **(By Plaintiff and the California Subclass)**

8 39. Plaintiff incorporates each and every factual allegation set forth above.

9 40. Plaintiff brings this cause of action individually and on behalf of herself and  
10 members of the California Subclass.

11 41. Defendant has violated Sections 17500 and 17501 of the Business and  
12 Professions Code.

13 42. Defendant has violated, and continues to violate, Section 17500 of the  
14 Business and Professions Code by disseminating untrue and misleading advertisements to  
15 Plaintiff and subclass members.

16 43. As alleged in detail above, Defendant falsely advertised its products by  
17 falsely representing that Olivari Avocado Oil is pure avocado oil. It did this by labeling  
18 the product “100% Pure” avocado oil. It also did this by prominently labeling the bottle  
19 “Avocado Oil,” and also by listing only “Avocado Oil” in the ingredients list.

20 44. Defendant’s misrepresentations were likely to deceive, and did deceive,  
21 Plaintiff and other reasonable consumers. Defendant knew, or should have known  
22 through the exercise of reasonable care, that these statements were false and misleading.

23 45. Defendant’s misrepresentations were intended to induce reliance, and  
24 Plaintiff saw, read, and reasonably relied on them when purchasing Defendant’s Products.  
25 Classwide reliance can be inferred because Defendant’s misrepresentations and omissions  
26 were material, i.e., a reasonable consumer would consider them important in deciding  
27 whether to buy the products.

1 46. Defendant’s misrepresentations were a substantial factor in Plaintiff’s  
2 purchase decision and the purchase decisions of subclass members.

3 47. Plaintiff and the subclass were injured as a direct and proximate result of  
4 Defendant’s conduct because: (a) they would not have purchased Olivari Avocado Oil if  
5 they had known that the Product is impure and contaminated with a different oil or oils,  
6 and (b) they overpaid for the Product because it was sold at a price premium due to the  
7 representation.

8 **Second Cause of Action:**

9 **Violation of California’s Consumer Legal Remedies Act**  
10 **(by Plaintiff and the California Subclass)**

11 48. Plaintiff incorporates each and every factual allegation set forth above.

12 49. Plaintiff brings this cause of action individually and on behalf of herself and  
13 members of the California Subclass.

14 50. Plaintiff and the class are “consumers,” as the term is defined by California  
15 Civil Code § 1761(d).

16 51. Plaintiff and the subclass have engaged in “transactions” with Defendant as  
17 that term is defined by California Civil Code § 1761(e).

18 52. The conduct alleged in this Complaint constitutes unfair methods of  
19 competition and unfair and deceptive acts and practices for the purpose of the CLRA,  
20 and the conduct was undertaken by Defendant in transactions intended to result in, and  
21 which did result in, the sale of goods to consumers.

22 53. As alleged more fully above, Defendant has violated the CLRA by falsely  
23 representing that Olivari Avocado Oil contains only avocado oil and is “100% Pure”  
24 avocado oil, when in fact the products are impure and contaminated with a different oil or  
25 oils. Defendant knew, or should have known through the exercise of reasonable care, that  
26 these statements were false and misleading.

27 54. Defendant violated, and continues to violate, Section 1770(a)(5) of the  
28 California Civil Code by representing that goods have “characteristics, ingredients, uses,

1 benefits, or quantities which they do not have.” Defendant represents that its Products  
2 have the characteristic of being “100% Pure” avocado oil and free from adulteration,  
3 when in reality they are impure and mixed or substituted with a different oil or oils.  
4 Defendant represents that its Product contains only avocado oil, when in fact it is  
5 adulterated with other oils.

6 55. Defendant violated, and continues to violate, Section 1770(a)(7) of the  
7 California Civil Code by “[r]epresenting that goods or services are of a particular standard,  
8 quality, or grade . . . if they are another.” Defendant represents that its Products meet the  
9 standard of containing only “100% Pure” avocado oil, when in reality they are impure and  
10 mixed or substituted with a different oil or oils. Defendant represents that its Product  
11 contains only avocado oil, when in fact it is adulterated with other oils.

12 56. Defendant violated, and continues to violate, Section 1770(a)(9) of the  
13 California Civil Code by advertising “goods . . . with intent not to sell them as advertised.”  
14 Defendant advertises that its Products are “100% Pure” avocado oil and free from  
15 adulteration, when in reality they are impure and mixed or substituted with a different oil  
16 or oils. Defendant advertises that its Product contains only avocado oil, when in fact it is  
17 adulterated with other oils.

18 57. Defendant’s representations were likely to deceive, and did deceive, Plaintiff  
19 and reasonable consumers. Defendant knew, or should have known through the exercise  
20 of reasonable care, that these statements were inaccurate and misleading.

21 58. Defendant’s misrepresentations were intended to induce reliance, and  
22 Plaintiff saw, read, and reasonably relied on them when purchasing the Products.  
23 Defendant’s misrepresentations were a substantial factor in Plaintiff’s purchase decision.

24 59. In addition, subclass-wide reliance can be inferred because Defendant’s  
25 misrepresentations were material, i.e., a reasonable consumer would consider them  
26 important in deciding whether to buy the Products.

27 60. Defendant’s misrepresentations were a substantial factor and proximate  
28 cause in causing damages and losses to Plaintiff and the subclass.





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*The Fraudulent Prong.*

69. As alleged in detail above, Defendant’s representations that its Products contained only avocado oil and were “100% Pure” avocado oil were false and misleading. Its labeling is likely to deceive, and did deceive, Plaintiff and other reasonable consumers

*The Unfair Prong.*

70. Defendant’s conduct, as detailed above, also violated the “unfair” prong of the UCL.

71. Defendant’s conduct caused substantial injury to Plaintiff and subclass members. The harm to Plaintiff and the subclass greatly outweighs the public utility of Defendant’s conduct (which is none). Inaccurately labeled avocado oil has no public utility. This injury was not outweighed by any countervailing benefits to consumers or competition. Misleading labels only injure healthy competition and harm consumers.

72. Plaintiff and the subclass could not have reasonably avoided this injury. As alleged above, Defendant’s labeling is false and misleading. Its labeling is likely to deceive, and did deceive reasonable consumers like Plaintiff.

73. Defendant’s conduct, as alleged above, was immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

74. Defendant’s conduct violated the public policy against false and misleading labels, which is tethered to the CLRA and the FAL.

\* \* \*

75. For all prongs, Defendant’s misrepresentations and omissions were intended to induce reliance, and Plaintiff saw, read, and reasonably relied on the statements when purchasing the Products. In addition, subclass-wide reliance can be inferred because Defendant’s misrepresentations were material, i.e., a reasonable consumer would consider them important in deciding whether to buy the Products.

76. Defendant’s misrepresentations were a substantial factor in Plaintiff’s purchase decision and the purchase decision of subclass members.

1 77. Plaintiff and the subclass were injured as a direct and proximate result of  
2 Defendant’s conduct because: (a) they would not have purchased Olivari Avocado Oil if  
3 they had known that the Product is impure and contaminated with a different oil or oils,  
4 and (b) they overpaid for the Product because it was sold at a price premium due to the  
5 representation.

6 **Fourth Cause of Action:**  
7 **Breach of Express Warranty**  
8 **(by Plaintiff and the Nationwide Class)**

9 78. Plaintiff incorporates each and every factual allegation set forth above.

10 79. Plaintiff brings this cause of action individually and on behalf of herself and  
11 the Nationwide class. In the alternative, Plaintiff brings this claim on behalf of herself and  
12 members of the California Subclass.

13 80. Defendant, as the manufacturer, marketer, distributor, supplier, and/or seller  
14 of the Olivari Avocado Oil, issued material, written warranties by representing that the  
15 Products contain only “Avocado Oil,” and contain “100% Pure” avocado oil. These were  
16 affirmations of fact about the Products (i.e., that they contained only avocado oil and that  
17 the oil was 100% pure) and a promise relating to the goods.

18 81. This warranty was part of the basis of the bargain and Plaintiff and class  
19 members relied on this warranty.

20 82. In fact, Olivari Avocado Oil does not conform to the above-referenced  
21 representation because, as alleged in detail above, Defendant’s labeling is inaccurate and  
22 the Products have been shown to be impure and contaminated with a different oil or oils.  
23 It is not “100% pure” avocado oil. Thus, the warranty was breached.

24 83. Plaintiff provided Defendant with notice of this breach of warranty, by  
25 mailing a notice letter to Defendant’s headquarters, on September 13, 2024.

26 84. Plaintiff and the subclass were injured as a direct and proximate result of  
27 Defendant’s conduct because: (a) they would not have purchased Olivari Avocado Oil if  
28 they had known that the Product is impure and contaminated with a different oil or oils,

1 and (b) they overpaid for the Product because it was sold at a price premium due to the  
2 representation.

3 **Fifth Cause of Action:**

4 **Negligent Misrepresentation**

5 **(by Plaintiff and the California Subclass)**

6 85. Plaintiff incorporates each and every factual allegation set forth above.

7 86. Plaintiff brings this cause of action individually and on behalf of herself and  
8 the California Subclass.

9 87. As alleged more fully above, Defendant made false representations to  
10 Plaintiff and class members concerning its statements that the Products contain only  
11 avocado oil, and that they contain “100% Pure” avocado oil.

12 88. These representations were false.

13 89. When Defendant made these misrepresentations, it knew or should have  
14 known that they were false. Defendant had no reasonable grounds for believing that these  
15 representations were true when made.

16 90. Defendant intended that Plaintiff and class members rely on these  
17 representations, and Plaintiff and class members read and reasonably relied on them.

18 91. In addition, class-wide reliance can be inferred because Defendant’s  
19 misrepresentations were material, i.e., a reasonable consumer would consider them  
20 important in deciding whether to buy the Olivari Avocado Oil.

21 92. Defendant’s misrepresentations were a substantial factor and proximate  
22 cause in causing damages and losses to Plaintiff and class members.

23 93. Plaintiff and the subclass were injured as a direct and proximate result of  
24 Defendant’s conduct because: (a) they would not have purchased Olivari Avocado Oil if  
25 they had known that the Product is impure and contaminated with a different oil or oils,  
26 and (b) they overpaid for the Product because it was sold at a price premium due to the  
27 representation.

1 **Sixth Cause of Action:**

2 **Intentional Misrepresentation**

3 **(by Plaintiff and the Nationwide Class)**

4 94. Plaintiff incorporates each and every factual allegation set forth above.

5 95. Plaintiff brings this cause of action individually and on behalf of herself and  
6 the Nationwide class. In the alternative, Plaintiff brings this claim on behalf of herself and  
7 members of the California Subclass.

8 96. As alleged more fully above, Defendant made false representations to  
9 Plaintiff and class members concerning its statements that the Products contained only  
10 avocado oil, and “100% Pure” avocado oil.

11 97. These representations were false.

12 98. When Defendant made these misrepresentations, it knew that they were  
13 false at the time that it made them and/or acted recklessly in making the  
14 misrepresentations.

15 99. Defendant intended that Plaintiff and class members rely on these  
16 representations, and Plaintiff and subclass members read and reasonably relied on them.

17 100. In addition, class-wide reliance can be inferred because Defendant’s  
18 misrepresentations were material, i.e., a reasonable consumer would consider them  
19 important in deciding whether to buy the Olivari Avocado Oil.

20 101. Defendant’s misrepresentations were a substantial factor and proximate  
21 cause in causing damages and losses to Plaintiff and class members.

22 102. Plaintiff and the subclass were injured as a direct and proximate result of  
23 Defendant’s conduct because: (a) they would not have purchased Olivari Avocado Oil if  
24 they had known that the Product is impure and contaminated with a different oil or oils,  
25 and (b) they overpaid for the Product because it was sold at a price premium due to the  
26 representation.

1 **Seventh Cause of Action:**

2 **Quasi-Contract**

3 **(by Plaintiff and the Nationwide Class)**

4 103. Plaintiff incorporates each and every factual allegation set forth above.

5 104. Plaintiff brings this cause of action in the alternative to her Breach of  
6 Express Warranty claim (Count 5) on behalf of herself and the Nationwide Class. In the  
7 alternative, Plaintiff brings this claim on behalf of herself and members of the California  
8 Subclass.

9 105. As alleged in detail above, Defendant's false and misleading representations  
10 caused Plaintiff and the class to pay a price premium for the Products.

11 106. In this way, Defendant received a direct and unjust benefit, at the expense of  
12 Plaintiff and the class.

13 107. Plaintiff and the class seek the equitable return of this unjust benefit.

14 **VII. Relief.**

15 108. Plaintiff seeks the following relief for himself and the proposed class:

- 16 • An order certifying the asserted claims, or issues raised, as a class action;
- 17 • A judgment in favor of Plaintiff and the proposed class;
- 18 • Damages, treble damages, and punitive damages where applicable;
- 19 • Restitution;
- 20 • Rescission;
- 21 • Disgorgement, and other just equitable relief;
- 22 • Pre- and post-judgment interest;
- 23 • An injunction prohibiting Defendant's deceptive conduct, as allowed by  
24 law;
- 25 • Reasonable attorneys' fees and costs, as allowed by law;
- 26 • Any additional relief that the Court deems reasonable and just.

27 **VIII. Demand for Jury Trial.**

28 109. Plaintiff demands the right to a jury trial on all claims so triable.

1 Dated: September 23, 2024

Respectfully submitted,

2 By: /s/ Christin Cho

3 Christin Cho (Cal. Bar No. 238173)

4 christin@dovel.com

5 DOVEL & LUNER, LLP

6 201 Santa Monica Blvd., Suite 600

7 Santa Monica, California 90401

8 Telephone: (310) 656-7066

9 Facsimile: (310) 656-7069

10 *Attorneys for Plaintiff*

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