

KAZEROUNI LAW GROUP, APC
Abbas Kazerounian, Esq. (SBN: 249203)
ak@kazlg.com
Pamela E. Prescott, Esq. (SBN: 328243)
pamela@kazlg.com
245 Fischer Avenue, Suite D1
Costa Mesa, CA 92626
Telephone: (800) 400-6808
Facsimile: (800) 520-5523

Attorneys for Plaintiff,
Nyree Sepian

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

**NYREE SEPIAN, Individually
and On Behalf of All Others
Similarly Situated,**

Plaintiff,

v.

GOYA FOODS, INC.,

Defendant.

Case No.:

**CLASS ACTION SEEKING
STATEWIDE RELIEF**

**COMPLAINT FOR VIOLATIONS
OF:**

- 1) **CALIFORNIA CONSUMER LEGAL REMEDIES ACT (“CLRA”), CAL. CIV. CODE §§ 1750, ET SEQ.;**
- 2) **CALIFORNIA’S UNFAIR COMPETITION LAW (“UCL”), CAL. BUS. & PROF. CODE §§ 17200, ET SEQ.;**
- 3) **CALIFORNIA’S FALSE ADVERTISING LAW (“FAL”), CAL. BUS. & PROF. CODE §§ 17500, ET SEQ.;**
- 4) **BREACH OF EXPRESS WARRANTY;**
- 5) **UNJUST ENRICHMENT;**
- 6) **NEGLIGENT MISREPRESENTATION; AND,**
- 7) **INTENTIONAL MISREPRESENTATION.**

JURY TRIAL DEMANDED



1 INTRODUCTION

2 1. Plaintiff NYREE SEPIAN (“Plaintiff”), individually and on behalf of all
3 others similarly situated, brings this Class Action Complaint for damages, injunctive
4 relief, and any other available legal or equitable remedies, resulting from the illegal
5 actions of defendant GOYA FOODS, INC. (“Defendant” or “Goya”) concerning
6 unlawful labeling of Defendant’s consumer packaged goods, with the designation
7 and representation that the products are/were of United States origin, without clear
8 and adequate qualification of the foreign ingredients and components contained
9 therein, as required by federal rules and California laws.

10 2. The unlawfully represented products are sold via third party merchants’
11 websites and mobile applications (including through Amazon.com (“Amazon”),
12 Walmart.com, and Instacart), in brick-and-mortar stores, as well as on Defendant’s
13 website (<https://shop.goya.com/>).

14 3. Plaintiff alleges as follows upon personal knowledge as to herself and her own
15 acts and experiences, and as to all other matters, upon information and belief,
16 including investigation conducted by his attorneys.

17 4. As stated by the California Supreme Court in *Kwikset v. Superior Court*, 51
18 Cal. 4th 310, 328-29 (2011):

19 **Simply stated: labels matter.** The marketing industry is
20 based on the premise that labels matter, that consumers
21 will choose one product over another similar product
22 based on its label and various tangible and intangible
23 qualities that may come to associate with a particular
24 source. . .In particular . . . **the ‘Made in U.S.A.’ label**
25 **matters.** A range of motivations may fuel this preference,
26 from desire to support domestic jobs or labor conditions,
27 to simply patriotism. The Legislature has recognized the
28 materiality of this representation by specifically outlawing
deceptive and fraudulent ‘Made in America’
representations. (Cal. Bus & Prof. Code section 17533.7;
see also Cal. Civ. Code § 1770, subd. (a)(4) (prohibiting
deceptive representations. Of geographic origin)). The



1 objective of section 17533.7 ‘is to protect consumers from
2 being misled when they purchase products in the belief
3 that they are advancing the interest of the United States
and the industries and workers. . .’ (emphasis added).

4 5. The “Product of USA” claim (or some derivative thereof), an express U.S.
5 origin representation, is printed on Defendant’s products including the product
6 purchased by Plaintiff.

7 6. Contrary to Defendant’s express representations and its failure to clearly and
8 adequately qualify those representations, the product purchased by Plaintiff is
9 substantially and materially composed of indispensable foreign ingredients.

10 7. Plaintiff purchased Goya’s Yuca Cassava Chips (the “Product”), which is
11 advertised and sold to consumers as a “Product of [the] USA.” However, the Product
12 contains foreign-made and/or incorporates foreign-made components and/or
13 ingredients.

14 8. Goya’s other products [**Exhibit B** filed herewith] (together with the Product,
15 the “Class Products”)—also display the same unqualified “Product of USA”
16 representation (or a similar unqualified U.S. origin claim).

17 9. Defendant’s conduct of advertising and selling deceptively labeled products
18 bearing the representation that such products are of United States origin, without
19 qualification, violates: (1) California’s Consumer Legal Remedies Act (“CLRA”),
20 Cal. Civ. Code §§ 1750, *et seq.*; (2) California’s Unfair Competition Law (“UCL”),
21 Bus. & Prof. Code §§ 17200, *et seq.*; (3) California’s False Advertising Law
22 (“FAL”), Bus. & Prof. Code § 17500, *et seq.*; and constitutes (4) breach of express
23 warranty; (5) unjust enrichment; (6) negligent misrepresentation; and (7) intentional
24 misrepresentation.

25 10. Such conduct is also in violation of 16 C.F.R. § 323 (Federal Trade
26 Commission 2021) (the “MUSA Rule”).
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1 11. This conduct caused Plaintiff, and other similarly situated consumers,
2 damages, and requires restitution and injunctive relief to remedy and prevent future
3 harm.

4 **JURISDICTION AND VENUE**

5 12. This Court has jurisdiction over this matter pursuant to the Class Action
6 Fairness Act (CAFA), 28 U.S.C. § 1332(d), because: (1) there is minimal diversity,
7 including because Plaintiff is a citizen of the State of California and Defendant is a
8 Delaware corporation with its headquarters and principal place of business in New
9 Jersey; (2) the amount in controversy in this matter exceeds \$5 million, exclusive of
10 interest and costs; and (3) there are more than one hundred (100) people in the
11 putative class.

12 13. Venue is proper in the United States District Court for the Central District of
13 California pursuant to 28 U.S.C. § 1391 for the following reasons: (i) Plaintiff
14 resides in the County of Los Angeles, State of California, which is within this
15 judicial district; (ii) the conduct complained of herein occurred within this judicial
16 district; (iii) Defendant conducted business within this judicial district at all times
17 relevant.

18 **PARTIES**

19 14. Plaintiff is, and at all times mentioned herein was, a natural person, an
20 individual citizen and resident of the County of Los Angeles, State of California, and
21 within this judicial district.

22 15. Upon information and belief, Defendant is a corporation that is organized and
23 exists under the laws of the State of Delaware, with a principal place of business
24 within the State of New Jersey located at 350 County Road, Jersey City, New Jersey
25 07307.

26 16. Plaintiff alleges that at all times relevant herein Defendant conducted business
27 within the State of California, in the County of Los Angeles and within this judicial
28 district.

1 17. Unless otherwise indicated, the use of Defendant’s names in this Complaint
2 includes all agents, employees, officers, members, directors, heirs, successors,
3 assigns, principals, trustees, sureties, subrogees, representatives, and insurers of the
4 Defendant, respectively.

5 **NATURE OF THE CASE**

6 18. Upon information and belief, Goya is a leading U.S. based food company that
7 specializes in Latino cuisine. Established in 1936, Goya offers a range of over 2,500
8 food products and sells its products on its own website, third party websites
9 including, but not limited to, Amazon, Amigofoods.com as well as retail and grocery
10 stores such as Target, Walmart, Vallarta Supermarkets and elsewhere.

11 19. At all times relevant, Defendant has made material misrepresentations
12 regarding the Class Products.

13 20. Specifically, Defendant advertised, marketed, promoted and sold the Class
14 Products as a “Product of USA” or some derivative thereof without qualification of
15 foreign ingredients, when in fact that is not true.

16 21. Although Defendant represented that its Class Products are a “Product of
17 USA” (or some derivative thereof), Defendant’s Class Products are wholly and/or
18 substantially produced with components / ingredients that are manufactured, grown
19 and/or sourced from outside of the United States.

20 22. Each consumer, including Plaintiff, was exposed to virtually the same
21 material misrepresentations, as the similar labels were prominently placed on all
22 Class Products that were sold and/or are currently sold to consumers throughout the
23 United States, including within California.

24 23. Federal law regarding the use of “Made in the United States” claims with
25 respect to products and services is well established and well defined. Specifically,
26 the Made in USA Labeling rule clearly defines the meaning of “Made in the United
27
28





1 States,” including synonymous phrases,¹ as well as when it can be used without
2 clear and adequate qualification notifying consumers that the good or service in
3 question contains or is made with ingredients or components that are not made or
4 sourced in the United States.²

5 24. As a consequence of Defendant’s unfair and deceptive practices, Plaintiff and
6 other similarly situated consumers purchased Defendant’s Class Products under the
7 false impression and in reliance upon Defendant’s express representations that the
8 Class Products were actually made in the United States with ingredients and
9 components sourced from within the United States.

10 25. As a result, Plaintiff and other similarly situated consumers overpaid for the
11 Defendant’s Class Products, purchased the Class Products over the products of
12 competitors, and/or purchased the Class Products under the belief that the product
13 they purchased was made in the United States and did not contain key ingredients
14 (such as, for instance, cassava, plantains, black pepper, and turmeric) from outside
15 the United States.

16 26. Despite the clearly established and well-defined federal rules regarding U.S.
17 origin or “Made in the United States” claims, Defendant falsely, unfairly and
18

19 ¹ See 16 C.F.R. § 323.1(a) (“The term *Made in the United States* means any
20 **unqualified representation, express or implied**, that a product or service, or a
21 specified component thereof, is of U.S. origin, including, but not limited to, a
22 representation that such product or service is “made,” “manufactured,” “built,”
23 “***produced***,” “created,” or “crafted” **in the United States or in America**, or any
24 other unqualified U.S.-origin claim.”) (emphasis added).

25 ² See 16 C.F.R. § 323.2 Prohibited Acts (“In connection with promoting or offering
26 for sale any good or service, in or affecting commerce as “commerce” is defined in
27 section 4 of the Federal Trade Commission Act, 15 U.S.C. 44, ***it is an unfair or***
28 ***deceptive act or practice*** within the meaning of section 5(a)(1) of the Federal Trade
Commission Act, 15 U.S.C. 45(a)(1), ***to label any product as Made in the United***
States unless the final assembly or processing of the product occurs in the United
States, all significant processing that goes into the product occurs in the United
States, and ***all or virtually all ingredients or components of the product are made***
and sourced in the United States. (emphasis added).

1 deceptively advertised, marketed and sold the Class Products, including the Product
2 purchased by Plaintiff, as being “Product[s] of [the] USA” without clear and
3 adequate qualification informing consumers of the presence of foreign ingredients
4 and/or components as further discussed herein.

5 27. Had Plaintiff and other consumers similarly situated been made aware that
6 Defendant’s Class Products contained a substantial amount of ingredients sourced
7 from outside of the United States, they would not have purchased the Class
8 Products.

9 28. As a result of Defendant’s false or misleading statements and/or failure to
10 disclose the true nature of its Class Products, as well as Defendant’s other conduct
11 described herein, Plaintiff and other similar situated consumers purchased at least
12 tens of thousands of units of Defendant’s Class Products within California and
13 throughout the United States and have suffered, and continue to suffer, harm,
14 including the loss of money and/or property.

15 29. Defendant’s conduct as alleged herein violates several California laws, as
16 more fully set forth herein.

17 30. This action seeks, among other things equitable and injunctive relief; public
18 injunctive relief; restitution of all amounts illegally retained by Defendant; and
19 disgorgement of all ill-gotten profits from Defendant’s wrongdoing alleged herein.

20 31. Unless enjoined, Defendant’s unfair and unlawful conduct will continue into
21 the future, and Plaintiff and class members will continue to suffer harm.

22 **FACTUAL ALLEGATIONS**

23 32. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of
24 this Complaint as though fully set forth herein, and further alleges as follows:

25 33. The Defendant markets and advertises various Class Products, including the
26 Product purchased by the Plaintiff, being as “Product[s] of [the] USA” or similar
27 claims synonymous with “Made in USA,” without clear and adequate qualification.

28 34. This representation is displayed prominently on the packaging and



1 advertising of numerous products sold by and under the Goya brand.

2 35. Below are non-exhaustive examples of these representations on the
 3 packaging of the Class Products:



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1 36. These representations (or substantially similar representations) are displayed
2 conspicuously on the packaging of each of Defendant’s Class Products.

3 37. “Product of USA”, and any derivative of, conveys important information to
4 consumers regarding the quality, characteristics and origin of all the components of
5 consumer products.

6 38. Specifically, the term “Product of USA” conveys to a reasonable consumer
7 (such as Plaintiff) that Goya’s Class Products, including the Product, are made
8 *entirely* in the United States and made of ingredients and components *from* the
9 United States.

10 39. Contrary to its “Product of USA” representation, the Class Products
11 produced, distributed, and sold by Goya contain or are made with components or
12 ingredients that are not from the United States.

13 40. As a result of the unqualified U.S. origin representations on the Class
14 Products’ packaging, consumers have been misled for years, resulting in initial and
15 repeat purchase of products they thought were indeed made in the United States
16 with ingredients and components from the United States.

17 41. Despite the clear representation that the Class Products were “Product[s] of
18 [the] USA” upon information and belief, the Class Products consist of foreign
19 components (not found domestically), which is not properly disclosed on the label
20 of the Class Products as required by the MUSA Rule and California laws.

21 42. The offending Class Products purchased by Plaintiff, and others similarly
22 situated, contain foreign ingredients and are wholly or partially made of and/or
23 manufactured with foreign materials, contrary to Defendant’s “Product of USA” (or
24 similar words) representations.

25 43. For example, Goya’s Yuca Cassava Chips (the Product purchased by
26 Plaintiff) are made from cassava,³ which is not from the United States, yet the

27 _____
28 ³ See <https://www.fao.org/faostat/en/#data/QCL/visualize> (Select Item: Cassava,



1 packaging clearly states: “Product of USA.”

2 44. In addition, Goya’s Plantain Chips Original prominently and clearly state
3 “Product of USA” on the back panel of the product, yet it contains plantains,⁴ which
4 are not from the United States.

5 45. Goya’s “Product of USA” misrepresentations are not limited to their chips.
6 In fact, one of Goya’s most popular product lines—its spices and seasonings—are also
7 falsely labeled with “Product of USA” misrepresentations. For example, Goya’s
8 Adobo seasoning is clearly labeled as “Product of USA” even though it contains
9 foreign ingredients including, but not limited to, black pepper⁵ and turmeric.⁶

10 46. Similarly, Goya’s Sazonador Total seasoning is labeled as “Product of USA,”
11 yet it contains foreign black pepper and cumin,⁷ among other foreign ingredients.

12 47. Goya’s misrepresentations extend to other products lines as well.

13 48. As an example, Goya’s Sofrito cooking sauce also prominently and clearly
14 states “Product of USA” on the back panel of the product, yet it contains black
15 pepper which, along with other foreign ingredients, is not from the United States.

16 49. By failing to disclose the use of foreign ingredients and components, Goya
17

18 fresh. According to the Food and Agriculture Organization of the United Nations,
19 cassava is not produced in commercial quantities in the United States.)

20 ⁴ See <https://www.fao.org/faostat/en/#data/QCL/visualize> (Select Item: Plantains
21 and cooking bananas. According to the Food and Agriculture Organization of the United
22 States.)

23 ⁵ See <https://www.fao.org/faostat/en/#data/QCL/visualize> (Select Item: Pepper
24 (Piper spp.), raw. According to the Food and Agriculture Organization of the United
25 Nations, pepper is not produced in commercial quantities in the United States.)

26 ⁶ See <https://world-crops.com/turmeric/> (Distribution: “Turmeric is cultivated in
27 India, Sri Lanka, Indonesia, China, Taiwan, Peru, Haiti, and Jamaica. The largest
28 exporter is India.”)

29 ⁷ See <https://www.fao.org/faostat/en/#data/QCL/visualize> (Select Item: Anise,
30 badian, coriander, cumin, caraway, fennel and juniper berries, raw. According to
31 the Food and Agriculture Organization of the United Nations, cumin is not produced
32 in commercial quantities in the United States.)

1 has unfairly and deceptively misrepresented the offending Class Products as being
2 of purely U.S. origin.

3 50. Defendant possesses superior knowledge of the true facts that were not
4 disclosed, thereby tolling the running of any applicable statute of limitations.

5 51. Most consumers have limited awareness that products—along with their
6 ingredients and components—labeled as made in the United States may, in fact,
7 contain ingredients or components sourced, grown, or manufactured in foreign
8 countries. This is a material factor in many purchasing decisions, as consumers
9 believe they are buying superior goods while supporting American companies and
10 jobs.

11 52. Consumers generally believe that U.S. origin products are of higher quality
12 than their foreign counterparts.

13 53. On information and belief, Defendant either charged a premium for its Class
14 Products compared to its competitors or gained a competitive advantage by having
15 its Class Products chosen over others based on unqualified, unfair and deceptive
16 “Product of USA” representations or similar claims. Federal rules and California
17 laws are designed to protect consumers from such false representations and
18 predatory conduct.

19 **FACTS SPECIFIC TO PLAINTIFF NYREE SEPIAN**

20 54. On or about January 25, 2024, Plaintiff searched the internet from her home
21 located in Northridge, California looking to purchase a food product from Amazon.

22 55. While viewing the various snack options advertised on Amazon, Plaintiff saw
23 the Product advertised for sale online.

24 56. The Product’s advertisement on Amazon displayed a picture of the front, side
25 and back of the external packaging.

26 57. Viewable from the online photo of the back side of the packaging of the
27 Product on Amazon was the representation “PRODUCT OF USA.”

28 58. Relying on these representations, as any reasonable consumer would, and

1 desiring to purchase a product that was made in the United States with ingredients
2 from the United States, particularly since it is a food product for ingestion, Plaintiff
3 purchased the Goya cassava chip product for her personal use for approximately
4 \$8.25, excluding shipping and taxes, through Amazon.

5 59. Plaintiff relied on Goya’s unqualified U.S. origin representations when she
6 purchased the Product as the packaging was in clear view and easily viewable
7 during her online purchase.

8 60. Plaintiff’s reliance on Defendant’s unqualified U.S. origin representations
9 was reasonable, as consumers are accustomed to seeing disclosures such as “Made
10 in USA with globally sourced ingredients” or similar variations on product
11 packaging—when such claims are made.

12 61. When consumers encounter an unqualified U.S. origin claim, they reasonably
13 assume that the product contains no foreign-sourced ingredients or components.

14 62. The Product purchased by Plaintiff contains cassava, which is not from the
15 United States.

16 63. Defendant’s representations concerning the Class Products were untrue
17 and/or deceptive and misleading because the Class Products actually were made
18 with and/or contained components sourced, grown or made outside of the United
19 States.

20 64. Accordingly, Defendants are not entitled to lawfully make representations
21 that the Class Products are were “Product[s] of [the] USA.”

22 65. Such representation that the Product was of U.S. origin, without qualification,
23 was material to Plaintiff in making her decision to purchase the Product.

24 66. Plaintiff relied on Defendant’s marketing and product labeling when deciding
25 to purchase the Product. Defendant and/or its agents prepared, approved, and
26 disseminated these materials through the Class Products’ packaging, which
27 contained the misrepresentations alleged herein.

28 67. Had Plaintiff been made aware that the Product was not actually a “Product



1 of [the] USA,” she would not have purchased the Product.

2 68. In other words, Plaintiff would not have purchased Defendant’s Product, but
3 for the “Product of [the] USA,” designation set forth on the packaging and
4 elsewhere.

5 69. As a result, Plaintiff was harmed because Plaintiff’s money was taken by
6 Defendant as a result of Defendant’s false “Product of [the] USA” designation set
7 forth on Defendant’s Class Products and elsewhere.

8 70. In each case when Plaintiff and putative Class members purchased a Class
9 Product, they relied upon Defendant’s “Product of [the] USA” representation in
10 their purchasing decision, which is typical of most U.S. consumers.

11 71. Consequently, Plaintiff and other similar situated consumers were deceived
12 as a result of Defendant’s actions.

13 72. Plaintiff believed at the time she purchased the Product that it was of superior
14 quality, and that she was supporting U.S. jobs and the U.S. economy, supporting
15 ethical working conditions, and also buying U.S. quality ingredients as opposed to
16 ingredients sourced, grown or made outside of the United States.

17 73. Ingredients and components grown or manufactured in the USA are subject
18 to strict regulatory requirements, including but not limited to agricultural,
19 environmental, labor, safety, ethical and quality standards.

20 74. Foreign sourced, grown, or manufactured ingredients and components are not
21 subject to the same U.S. standards and may pose greater risks to consumers, the
22 environment, and the U.S. economy. This concern is especially significant for
23 products intended for human consumption.

24 75. Additionally, foreign sourced, grown or manufactured ingredients and
25 components are also generally of lower quality than their U.S. origin counterparts,
26 and routinely less reliable and of less quality than their U.S. origin counterparts.

27 76. The false, misleading or deceptive representations that the Class Products are
28 “Product[s] of [the] USA,” reduces overall customer satisfaction compared to if



1 they were genuinely of U.S. origin using ingredients and components sourced,
2 grown, or made domestically.

3 77. On information and belief, Defendant’s Class Products contain foreign
4 ingredients, including the Product purchased by Plaintiff, that are not worth the
5 purchase price paid by Plaintiff and putative Class members.

6 78. The precise amount of damages will be proven at the time of trial.

7 79. Plaintiff and Class members were harmed as a result of Defendant’s false, or
8 misleading “Product[s] of [the] USA,” representations alleged herein.

9 80. This false and misleading advertising of the Class Products by Defendant
10 presents a continuing threat to consumers, as Defendant’s conduct is ongoing to this
11 day.

12 **CLASS ALLEGATIONS**

13 81. Plaintiff brings this action on behalf of Plaintiff and all others similarly
14 situated.

15 82. Plaintiff is a member of and seeks to represent a Class, pursuant to Federal
16 Rules of Civil Procedure, Rule 23(a), 23(b)(2) and 23(b)(3), defined as:

17 All persons within California who, within the four years
18 prior to the filing of this Complaint, purchased one or more
19 of Defendant’s Class Products bearing the representation
20 “Product of USA” (or similar language) on the product, its
21 packaging or marketing, when such products were made
22 with or contained ingredients or components that were not
grown or manufactured in the USA.

23 83. Excluded from the Class are Defendant’s officers, directors, and employees;
24 any entity in which Defendant has a controlling interest; and the affiliates, legal
25 representatives, attorneys, successors, heirs, and assigns of Defendant. Further
26 excluded from the Class are members of the judiciary to whom this case is assigned,
27 their families, and members of their staff.
28



1 84. Plaintiff reserves the right to modify the proposed Class definition, including
2 but not limited to expanding the Class to protect additional individuals and to assert
3 additional sub-classes as warranted by additional investigation.

4 85. Numerosity: The members of the Class are so numerous that joinder of all of
5 them is impracticable. While the exact number of members of the Class is unknown
6 to Plaintiff at this time, based on information and belief, the Class consists of
7 thousands of individuals within California.

8 86. Commonality: There are questions of law and fact common to the Class,
9 which predominate over any questions affecting only individual members of the
10 Class. These common questions of law and fact include, without limitation:

- 11 • The nature, scope, and operations of the wrongful practices of
12 Defendant;
- 13 • Whether Defendant’s Class Products are or have been
14 represented with the “Product of USA” designation (or some derivative
15 thereof);
- 16 • Whether Defendant negligently or intentionally misrepresented
17 and/or omitted the fact that the Class Products purchased by Plaintiff
18 and members of the Class are illegally sold within California;
- 19 • Whether Defendant knew or should have known that its business
20 practices were unfair and/or unlawful;
- 21 • Whether the conduct of Defendant violated the CLRA;
- 22 • Whether the conduct of Defendant violated the FAL;
- 23 • Whether the conduct of Defendant was “unlawful” as that term
24 is defined in the UCL;
- 25 • Whether the conduct of Defendant was “unfair” as that term is
26 defined in the UCL;
- 27 • Whether the conduct of Defendant was “fraudulent” as that term
28 is defined in the UCL;



- 1 • Whether the conduct of Defendant was “deceptive, untrue or
- 2 misleading” as those terms are defined in the UCL;
- 3 • Whether Defendant was unjustly enriched by its unlawful and
- 4 unfair business practices;
- 5 • Whether Plaintiff and members of the Class suffered monetary
- 6 damages as a result of Defendant’s conduct and, if so, the appropriate
- 7 amount of damages; and
- 8 • Whether Plaintiff and members of the Class are entitled to
- 9 injunctive relief, including public injunctive relief.

10 87. Typicality: Plaintiff’s claims are typical of those of the Class. Plaintiff and
11 all members of the Class have been injured by the same wrongful practices of
12 Defendant. Plaintiff’s claims arise from the same course of conduct that gave rise
13 to the claims of the Class and are based on the same legal theories in that Plaintiff
14 purchased one or more Class Products from Defendant that was represented and/or
15 advertised as being a “Product of USA,” (or similar language).

16 88. Adequacy of Representation: Plaintiff will fairly and adequately represent
17 and protect the interests of members of the Class. Plaintiff’s Counsel are competent
18 and experienced in litigating consumer class actions. Plaintiff has retained counsel
19 experienced in consumer protection law, including complex class action litigation
20 involving unfair business practices. Plaintiff has no adverse or antagonistic interests
21 to those of the Class and will fairly and adequately protect the interests of the Class.
22 Plaintiff’s attorneys are aware of no interests adverse or antagonistic to those of
23 Plaintiff and the proposed Class.

24 89. Predominance: Defendant has engaged in a common course of conduct
25 toward Plaintiff and members of the Class, in that Plaintiff and members of the
26 Class were induced to purchase the Class Products. The common issues arising from
27 Defendant’s conduct affecting members of the Class set out above predominate over
28 any individual issues. Adjudication of these common issues in a single action has





1 important and desirable advantages of judicial economy.

2 90. Superiority: A class action is superior to other available methods for the fair
3 and efficient adjudication of the controversy. Class treatment of common questions
4 of law and fact is superior to multiple individual actions or piecemeal litigation.
5 Absent a class action, most members of the Class would likely find that the cost of
6 litigating their individual claims is prohibitively high and would therefore have no
7 effective remedy.

8 91. The prosecution of separate actions by individual members of the Class
9 would create a risk of inconsistent or varying adjudications with respect to
10 individual members of the Class, which would establish incompatible standards of
11 conduct for Defendant. In contrast, the conduct of this action as a class action
12 presents far fewer management difficulties, conserves judicial resources and the
13 parties' resources, and protects the rights of each Class Member.

14 92. Unless the Class is certified, Defendant will retain monies received as a result
15 of Defendant's unlawful and deceptive conduct alleged herein.

16 93. Unless a class-wide injunction is issued, Defendant will also likely continue
17 to advertise, market, promote and package Defendant's Class Products in an
18 unlawful and misleading manner, and members of the Class will continue to be
19 misled, harmed, and denied their rights under California law.

20 94. Defendant has acted on grounds that apply generally to the Class, so that
21 Class certification is appropriate.

22 **CAUSES OF ACTION**

23 **FIRST CAUSE OF ACTION**

24 **VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT ("CLRA")**
25 **(Cal. Civ. Code § 1750, *et seq.*)**

26 95. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of
27 this Complaint as though fully set forth herein, and further alleges as follows:
28

1 96. California Civil Code Section 1750, *et seq.*, entitled the Consumers Legal
2 Remedies Act (“CLRA”), provides a list of “unfair or deceptive” practices in a
3 “transaction” relating to the sale of “goods” or “services” to a “consumer.”

4 97. The Legislature’s intent in promulgating the CLRA is expressed in Civil Code
5 Section 1760, which provides, *inter alia*, that its terms are to be:

6
7 Construed liberally and applied to promote its underlying
8 purposes, which are to protect consumers against unfair
9 and deceptive business practices and to provide efficient
10 and economical procedures to secure such protections.

11 98. Defendant’s actions, representations, and conduct have violated, and continue
12 to violate the CLRA because they extend to transactions that intended to result, or
13 which have resulted in the sale of goods to consumers.

14 99. Plaintiff and the Class Members are not sophisticated experts with
15 independent knowledge of ingredient sourcing, product labeling and marketing
16 practices.

17 100. Plaintiff and the Class Members are California consumers who purchased
18 Class Products for personal, family or household purposes.

19 101. Defendant is a “person” as defined by Cal. Civ. Code § 1761(c).

20 102. The Class Products that Plaintiff and other Class members purchased from
21 Defendants constitute “goods” as defined pursuant to Civil Code Section 1761(a).

22 103. Plaintiff, and the Class members, are each a “consumer” as defined pursuant
23 to Civil Code Section 1761(d).

24 104. Each of Plaintiff’s and the Class members’ purchases of Defendant’s products
25 constituted a “transaction” as defined pursuant to Civil Code Section 1761(e).

26 105. Civil Code Section 1770(a)(2), (4), (5), (7) and (9) of the CLRA provides
27 that:

28 The following unfair methods of competition and unfair or
 deceptive acts or practices undertaken by any person in a
 transaction intended to result or which results in the sale

1 or lease of goods or services to any consumer are
2 unlawful:

3 (2) [m]isrepresenting the source, sponsorship, approval, or
4 certification of goods or services;

5 (4) [u]sing deceptive representations or designations of
6 geographic origin in connection with goods or services;

7 (5) [r]epresenting that goods or services have sponsorship,
8 approval, characteristics, ingredients, uses, benefits, or
9 quantities which they do not have or that a person has a
10 sponsorship, approval, status, affiliation, or connection
11 which he or she does not have;

12 (7) [r]epresenting that goods or services are of a particular
13 standard, quality, or grade...; [and]

14 (9) [a]dvertising goods or services with intent not to sell
15 them as advertised.

16 106. Defendant failed to comply with Civil Code Section 1770(a)(2), (4), (5), (7)
17 and (9) by marketing and representing that its Class Products are “Product[s] of [the]
18 USA” when in fact they actually contain foreign sourced, grown or made ingredients
19 and/or components.

20 107. Plaintiff further alleges that Defendant committed these acts knowing the
21 harm that would result to Plaintiff and Defendant engaged in such unfair and
22 deceptive conduct notwithstanding such knowledge.

23 108. Defendant knew or should have known that its representations about the Class
24 Products as described herein violated federal rules and state laws, including
25 consumer protection laws, and that these statements would be relied upon by
26 Plaintiff and Class members.

27 109. As a direct and proximate result of Defendant’s violations of Cal. Civ. Code
28 §§ 1750, *et seq.*, Plaintiff and each Class member have suffered harm by paying
money to Defendant for the Class Products, which they would not have purchased
had they known the products were illegally, unfairly, and deceptively labeled and
contained foreign ingredients.

1 110. Plaintiff and the Class suffered monetary harm caused by Defendant because
2 (a) they would not have purchased the Class Products on the same terms absent
3 Defendant’s illegal, unfair and deceptive conduct as set forth herein; (b) they paid a
4 price premium for the Class Products or chose them over competing products due to
5 Defendant’s misrepresentations and deceptive packaging, which falsely claimed the
6 Class Products were “Product[s] of [the] USA”; and (c) the Class Products contained
7 foreign ingredients that were not properly disclosed.

8 111. Plaintiff was therefore harmed because Plaintiff’s money was taken by
9 Defendant as a result of Defendant’s unqualified, unfair and deceptive “Product of
10 USA” representations set forth on online and on the labels of the Class Products.

11 112. Plaintiff and Class members reasonably relied upon Defendant’s
12 representations regarding the Class Products, and Plaintiff and the Class reasonably
13 expected that the Class Products would not be illegally labeled in a unfair, deceptive
14 and misleading manner.

15 113. Thus, Plaintiff and the Class reasonably relied to their detriment on
16 Defendant’s misleading representations.

17 114. Pursuant to California Civil Code § 1782(a), on or about February 22, 2024,
18 Plaintiff sent Defendant a notice and demand for corrective action (“CLRA
19 Demand”), via Certified Mail, advising Goya of its violations of the CLRA and
20 demanding that it cease and desist from such violations and make full restitution by
21 refunding the monies received therefrom. Goya failed to respond to the Demand or
22 otherwise take the requested corrective action.

23 115. As the alleged violations were not cured by Goya within 30 days of the CLRA
24 Demand, Plaintiff, on behalf of herself and the Class, also seeks damages and
25 attorneys’ fees pursuant to California Civil Code § 1782(d).

26 116. As a direct and proximate result of Defendant’s violations of the CLRA,
27 Plaintiff and members of the Class are entitled to a declaration that Defendant
28 violated the Consumer Legal Remedies Act.



1 117. Under Cal. Civ. Code § 1780(a) and (b), Plaintiff and the putative Class are
2 entitled to, and seek injunctive relief prohibiting such conduct in the future as well
3 as damages.

4 118. Attached hereto as **Exhibit A** is a sworn declaration from Plaintiff pursuant
5 to Cal. Civ. Code § 1780(d).

6
7 **SECOND CAUSE OF ACTION**
8 **VIOLATIONS CALIFORNIA’S UNFAIR COMPETITION LAW (“UCL”)**
9 **(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

10 119. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of
11 this Complaint as though fully set forth herein, and further alleges as follows:

12 120. Plaintiff brings this claim individually and on behalf of the Class for
13 Defendants’ violations of California’s Unfair Competition Law, Cal. Bus. & Prof.
14 Code §§ 17200, *et seq.*

15 121. Plaintiff and Defendant are each “person[s]” as defined by California
16 Business & Professions Code § 17201.

17 122. California Business & Professions Code § 17204 authorizes a private right of
18 action on both an individual and representative basis.

19 123. “Unfair competition” is defined by Business and Professions Code Section §
20 17200 as encompassing several types of business “wrongs,” four of which are at
21 issue here: (1) an “unlawful” business act or practice, (2) an “unfair” business act or
22 practice, (3) a “fraudulent” business act or practice, and (4) “unfair, deceptive, untrue
23 or misleading advertising.”

24 124. The definitions in § 17200 are drafted in the disjunctive, meaning that each of
25 these “wrongs” operates independently from the others.

26 125. By and through Defendant’s conduct alleged in further detail above and
27 herein, Defendant engaged in conduct which constitutes unlawful, unfair, and/or
28 fraudulent business practices prohibited by Bus. & Prof. Code § 17200, *et seq.*



A. “Unlawful” Prong

1 126. Defendant has committed acts of unfair competition, including those
2 described above, by engaging in a pattern of “unlawful” business practices, within
3 the meaning of Bus. & Prof. Code § 17200 *et seq.*

4 127. Defendant is alleged to have violated California law because the Class
5 Products are advertised and labeled as being “Product[s] of [the] USA” when in fact
6 they contain foreign ingredients.

7 128. Specifically, by manufacturing, distributing, and/or marketing Defendant’s
8 Class Products with unqualified, unfair and deceptive U.S. origin claims, Defendant
9 violates, at a minimum, the CLRA, FAL, California’s Made in the USA Statute, Bus.
10 & Prof. Code §§ 17533.7; and/or the federal Made in USA Labeling Rule, 16 C.F.R.
11 Part 323. Defendant falsely represents that Class Products are “Product[s] of [the]
12 USA” without clear and adequate qualification, despite the fact that they contain
13 foreign sourced, grown or manufactured ingredients and/or components.

14 129. Defendant has other reasonably available alternatives to further its business
15 interests, other than the unlawful conduct described herein, such as appropriately
16 labeling its Class Products with clearly and adequately qualified U.S. origin claims.

17 130. Instead, Defendant deliberately and illegally misled consumers for
18 Defendant’s own economic gain.

19 131. Plaintiff and Class members reserve the right to allege other violations of law,
20 which constitute other unlawful business practices or acts, as such conduct is
21 ongoing and continues to this date.
22

B. “Unfair” Prong

23
24 132. Beginning at a date currently unknown and continuing up through the time of
25 this Complaint, Defendant has committed acts of unfair competition that are
26 prohibited by Bus. & Prof. Code section 17200, *et seq.*

27 133. Defendant engaged in a pattern of “unfair” business practices that violate the
28 wording and intent of the statutes by engaging conduct and practices that threaten



1 an incipient violation of law/s or violate the policy or spirit of law/s by
2 manufacturing, distributing, and/or marketing Defendant’s products with
3 unqualified, unfair and deceptive U.S. origin claims, in violation of the CLRA and
4 federal and state “Made in the USA” statutes.

5 134. Additionally, Defendant engaged in a pattern of “unfair” business practices
6 that violate the wording and intent of the abovementioned statute/s by engaging in
7 practices that are immoral, unethical, or unscrupulous, the utility of such conduct, if
8 any, being outweighed by the alleged harm done to consumers and against public
9 policy by manufacturing, distributing, and/or marketing Defendant’s Class Products
10 with unqualified, unfair and deceptive U.S. origin claims.

11 135. Defendant also engaged in a pattern of “unfair” business practices that violate
12 the wording and intent of the above mentioned statute/s by engaging in practices,
13 including manufacturing, distributing, marketing, and/or advertising Defendant’s
14 products with unqualified, unfair and deceptive U.S. origin claims, wherein: (1) the
15 injury to the consumer was substantial; (2) the injury was not outweighed by any
16 countervailing benefits to consumers or competition; and (3) the injury was not one
17 that consumers could have reasonably avoided themselves.

18 136. Without limitation, Defendant’s knowing mislabeling of the Class Products
19 constitutes an unfair and deceptive business act or practice, leading consumers to
20 believe they are purchasing a product of United States origin, without foreign
21 ingredients. Plaintiff could not have reasonably avoided the resulting injury.

22 137. Plaintiff reserves the right to allege further conduct that constitutes other
23 unfair business acts or practices.

24 **C. “Fraudulent” Prong**

25 138. Defendant violated the “fraudulent” prong of the UCL by misleading Plaintiff
26 and the Class to believe that the Class Products and/or all its ingredients were of
27 United States origin.

28 139. Particularly, the Class Products, including the Product purchased by Plaintiff

1 on January 25, 2024 from Amazon, state the products are “Product[s] of [the] USA”
2 or similar claims synonymous with “Made in USA,” without clear and adequate
3 qualification.

4 140. Relying on the unqualified “Product of USA” language found on the
5 Product’s label, Plaintiff purchased the Product.

6 141. Like Plaintiff, Class members purchased the Class Products in reliance on the
7 unqualified “Product of USA” or similar language found on the Class Products’
8 labels.

9 142. Plaintiff and the Class are not sophisticated experts in ingredient sourcing,
10 product labeling, or marketing practices of the Class Products.

11 143. They acted reasonably in purchasing the Class Products based on their belief
12 that Defendant’s unqualified representations were truthful and lawful.

13 144. Plaintiff reserves the right to allege additional conduct that constitutes further
14 fraudulent business acts or practices.

15
16 **D. “Unfair, Deceptive, Untrue or Misleading Advertising” Prong**

17 145. Defendant’s advertising is unfair, deceptive, untrue or misleading in that
18 consumers are led to believe that Defendant’s Class Products are “Product[s] of
19 [the] USA” without clear and adequate qualification, despite the fact that they
20 contain foreign sourced, grown or manufactured ingredients and/or components.

21 146. Plaintiff, a reasonable consumer, and the public would likely be, and, in fact
22 were, deceived and misled by Defendant’s advertising as they would, and did,
23 interpret the representation in accord with its ordinary usage, that the products are
24 actually of U.S. origin.

25 147. Additionally, Defendant’s advertising is unfair, deceptive, untrue, and
26 misleading, as it leads consumers to believe that the Class Products are “Product[s]
27 of [the] USA,” despite containing foreign-sourced, grown, and/or manufactured
28 ingredients and/or components.



1 148. Plaintiff, as a reasonable consumer, and the public would likely be, and in
2 fact were, deceived and misled by Defendant’s labeling and marketing. They would,
3 and did, interpret Defendant’s unqualified representations according to their
4 ordinary meaning—that the products are of U.S. origin that are not made with
5 foreign foreign-sourced, grown, and/or manufactured ingredients and/or
6 components.

7 149. Plaintiff reserves the right to allege additional conduct that constitutes further
8 unfair, deceptive, untrue or misleading advertising.

9 150. Plaintiff and the Class lost money or property as a result of Defendant’s UCL
10 violations because, at a minimum: (a) they would not have purchased the Class
11 Products on the same terms absent Defendant’s illegal conduct as set forth herein,
12 or if the true facts were known concerning Defendant’s representations; (b) they
13 paid a price premium for the Class Products due to Defendant’s alleged
14 misrepresentations; and (c) the Class Products did not have the U.S. sourced
15 ingredients and components as represented.

16 151. Defendant’s alleged unlawful and unfair business practices and unfair,
17 deceptive, untrue or misleading advertising presents a continuing threat to the
18 Plaintiff, the Class, and the public in that Defendant continues to engage in unlawful
19 conduct resulting in harm to consumers.

20 152. Such acts and omissions by Defendant are unlawful and/or unfair and
21 constitute a violation of Business & Professions Code §§ 17200, *et seq.* Plaintiff
22 reserves the right to identify additional violations by Defendant as may be
23 established through discovery.

24 153. As a direct and proximate result of the aforementioned acts and
25 representations described above and herein, Defendant received and continues to
26 receive unearned commercial benefits at the expense of their competitors and the
27 public.

1 154. As a direct and proximate result of Defendant’s unlawful, unfair and
2 fraudulent conduct described herein, Defendant has been and will continue to be
3 enriched by the receipt of ill-gotten gains from customers, including Plaintiff, who
4 unwittingly provided money to Defendant based on its representations.

5 155. Plaintiff was harmed because Plaintiff’s money was taken by Defendant as a
6 result of Defendant’s misleading representations set forth on the Class Products.

7 156. The conduct of Defendant as set forth above demonstrates the necessity for
8 granting injunctive relief restraining such and similar acts of unfair competition
9 pursuant to California Business and Professions Code.

10 157. Unless enjoined and restrained by order of the court, Defendant will retain
11 the ability to, and may engage in, said acts of unfair competition, and misleading
12 advertising. As a result, Plaintiff and the Class are entitled to injunctive and
13 monetary relief.

14 158. Plaintiff desires to purchase a Class Product again but cannot be certain that
15 she will not be misled in the future unless and until Defendant implements the
16 appropriate changes to its Class Products’ labeling and marketing as requested
17 herein.

18 159. Pursuant to Bus. and Prof. Code § 17203, Plaintiff and the proposed Class
19 are entitled to, and hereby seek, injunctive relief to prevent Defendant from
20 continuing the conduct in question.

21 160. Additionally, Plaintiff seeks public injunctive relief regarding Defendant’s
22 marketing and sale of Class Products represented as “Product of USA” without clear
23 and adequate qualification.

24 161. In prosecuting this action for the enforcement of important rights affecting
25 the public interest, Plaintiff seeks the recovery of attorneys’ fees and costs pursuant
26 to, *inter alia*, Cal. Civ. Proc. Code § 1021.5.

27 //

28 //





1
2 **THIRD CAUSE OF ACTION**

3 **VIOLATIONS OF CALIFORNIA’S FALSE ADVERTISING LAW (“FAL”)**
4 **(Cal. Bus. & Prof. Code §§ 17500, *et seq.*)**

5 162. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of
6 this Complaint as though fully set forth herein, and further alleges as follows:

7 163. California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code §
8 17500, states that “[i]t is unlawful for any ... corporation ... with intent ... to dispose
9 of ... personal property ... to induce the public to enter into any obligation relating
10 thereto, to make or disseminate or cause to be made or disseminated ... from this
11 state before the public in any state, in any newspaper or other publication, or any
12 advertising device, or by public outcry or proclamation, or in any other manner or
13 means whatever, including over the Internet, any statement...which is untrue or
14 misleading and which is known, or which by the exercise of reasonable care should
15 be known, to be untrue or misleading....”

16 164. Defendant’s material misrepresentations and omissions alleged herein violate
17 Bus. & Prof. Code § 17500, *et seq.* Defendant knew or should have known that its
18 misrepresentations and omissions were false, unfair, deceptive, and misleading,
19 including that the Class Products contained ingredients and components that were
20 not grown or made in the United States.

21 165. Plaintiff and the Class suffered tangible, concrete injuries in fact as a result
22 of Defendant’s actions as set forth herein because they purchased the Class Products
23 in reliance on Defendant’s representations that the Class Products are of U.S. origin
24 including domestic ingredients and components.

25 166. As a result, pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff and
26 members of the Class are entitled to injunctive and equitable relief and restitution.

27 167. Further, Plaintiff and the members of the Class seek an order requiring
28 Defendant to disclose such misrepresentations and additionally request an order

1 awarding Plaintiff restitution of the money wrongfully acquired by Defendant by
2 means of said misrepresentations.

3 168. Additionally, Plaintiff seeks an order requiring Defendant to pay attorneys'
4 fees and costs pursuant to, *inter alia*, Cal. Civ. Proc. Code § 1021.5.

5
6 **FOURTH CAUSE OF ACTION**
7 **Breach of Express Warranty**

8 169. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of
9 this Complaint as though fully set forth herein, and further alleges as follows:

10 170. From an unknown date until the filing of this Complaint, Defendant
11 represented to Plaintiff and similarly situated individuals, through product
12 packaging and marketing materials, that the Class Products were “Product[s] of
13 USA” without any qualification.

14 171. Defendant’s representations regarding the Class Products’ unqualified U.S.
15 origin constitute affirmations of fact.

16 172. Defendant’s explicit claim that the Class Products are “Product[s] of USA”
17 pertains directly to the nature, ingredients and composition of the products, forming
18 a fundamental part of the bargain between Defendant and purchasers.

19 173. Defendant’s statements—featured prominently on the Class Products’ labels
20 and in marketing materials—constitute an express warranty regarding the products’
21 U.S. origin, including their ingredients.

22 174. Relying on these express warranties, Plaintiff and Class members purchased
23 the Class Products, believing they were entirely grown and made in the United
24 States without foreign sourced, grown or made ingredients and/or components.

25 175. Defendant breached its express warranties because the Class Products
26 contained foreign sourced, grown or made ingredients and/or components, which
27 were not disclosed with any qualification, contradicting Defendant’s
28 representations of an unqualified U.S. origin.

1 176. As a result of Defendant’s breach, Plaintiff and Class members suffered harm
2 and are entitled to recover either the full purchase price of the Class Products or the
3 difference between their actual value and the value they would have held if they
4 were truly of United States origin including domestic ingredients and components.

5 177. Plaintiff and Class members did not receive the benefit of their bargain and
6 sustained additional injuries as alleged herein.

7 178. Had Plaintiff and Class members known that the Class Products were not
8 genuinely of U.S. origin including domestic ingredients and components, they
9 either would not have purchased the Class Products or would not have paid the price
10 Defendant charged.

11 179. Defendant’s misrepresentation was a substantial factor in causing Plaintiff
12 and the Class economic harm.

13
14 **FIFTH CAUSE OF ACTION**
15 **Unjust Enrichment**

16 180. Plaintiff pleads this unjust enrichment cause of action in the alternative to
17 any contract-based claims.

18 181. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of
19 this Complaint as though fully set forth herein, and further alleges as follows:

20 182. Under California law, the elements of unjust enrichment are receipt of a
21 benefit and unjust retention of the benefit at the expense of another.

22 183. Plaintiff and members of the Class conferred non-gratuitous benefits upon
23 Defendant by exchanging payment for a Class Product that Defendant represented
24 as being of U.S. origin without qualification of the foreign ingredients contained
25 therein.

26 184. Plaintiff and members of the Class allege that Defendant owes them money
27 for the conduct alleged herein that was unjustly obtained.
28



1 185. An undue advantage was taken from Plaintiff's and members of the Class's
2 lack of knowledge of the deception, whereby money was extracted to which
3 Defendant had no legal right.

4 186. Defendant is therefore indebted to Plaintiff and members of the Class in a
5 sum certain, specifically the amount of money each of them paid for the Class
6 Products, which Defendant in equity and good conscience should not retain.

7 187. Defendant is therefore liable to Plaintiff and members of the Class in the
8 amount unjustly enriched.

9 188. Defendant's retention of any benefit collected directly and indirectly from
10 Plaintiff and members of the Class violates principles of justice, equity, and good
11 conscience.

12 189. As a result, Defendant has been and continues to be unjustly enriched.

13 190. Plaintiff and the Class are entitled to recover from Defendant all amounts that
14 Defendant has wrongfully and improperly obtained, and Defendant should be
15 required to disgorge to Plaintiff and members of the Class the benefits it has unjustly
16 obtained.

17 191. Defendant accepted or retained such benefits with knowledge that the rights
18 of Plaintiff and members of the Class were being violated for financial gain.
19 Defendant has been unjustly enriched in retaining the revenues and profits from
20 Plaintiff and members of the Class, which retention under these circumstances is
21 unjust and inequitable.

22 192. As a direct and proximate result of Defendant's unlawful practices and
23 retention of the monies paid by Plaintiff and members of the Class, Plaintiff and the
24 Class have all suffered concrete harm and injury.

25 193. Defendant's retention of the non-gratuitous benefits on them by Plaintiff and
26 members of the Class would be unjust and inequitable.

1 194. Plaintiff and members of the Class are entitled to seek disgorgement and
2 restitution of wrongful profits, revenue, and benefits conferred upon Defendant in
3 a manner established by this Court.

4
5 **SIXTH CAUSE OF ACTION**
6 **Negligent Misrepresentation**

7 195. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of
8 this Complaint as though fully set forth herein, and further alleges as follows:

9 196. Defendant has represented to the public, including Plaintiff and the Class,
10 through its marketing, advertising, labeling, and other means, that the Class
11 Products are “Product[s] of USA” or a derivative thereof, without qualification.
12 This representation is misleading when a substantial portion of the ingredients are
13 sourced from outside the United States.

14 197. Plaintiff alleges that Defendant made the representations discussed herein
15 with the intent to induce the public, including Plaintiffs and the putative Class
16 members, to purchase the Class Products.

17 198. Plaintiff and other similarly situated persons, saw, believed, and relied upon
18 Defendant’s advertising representations, and purchased Defendant’s Class Products
19 as a result of such reliance.

20 199. At all times relevant, Defendant made such representations alleged herein
21 when Defendant knew or should have known such representations were inaccurate
22 and misleading.

23 200. As a direct and proximate result of Defendant’s negligent misrepresentations,
24 Plaintiff and similarly situated consumers were induced to purchase Defendant’s
25 Products, purchase more of them, pay a higher price, or choose them over
26 competitors’ products.

27 201. These unlawful, unfair, and deceptive acts caused damages in an amount to
28 be determined at trial during the Class Period.



SEVENTH CAUSE OF ACTION
Intentional Misrepresentation

1
2 202. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of
3 this Complaint as though fully set forth herein, and further alleges as follows:

4 203. Beginning at a date currently unknown and continuing to the time of the filing
5 of this Complaint, Defendant knowingly represented to Plaintiff and others
6 similarly situated, through product labeling and marketing practices, that the Class
7 Products were of U.S. origin, or a derivative thereof, without qualification of
8 foreign ingredients.

9 204. Defendant acted intentionally by willfully and purposefully printing
10 unqualified U.S. origin representations on the labels of the Class Products,
11 including those sold on Amazon.

12 205. However, as described above, the unqualified representations of “Product of
13 USA” are false, unfair, deceptive and/or misleading.

14 206. Defendant knew such representations were false and continued over a period
15 of years to label the Class Products as “Product of USA”, or a derivative thereof,
16 without qualification of foreign ingredients.

17 207. Defendant also knew that third-party retailers were advertising the Class
18 Products in false, unfair, deceptive, and/or misleading ways, as Defendant designed,
19 manufactured, and affixed the product labeling to the Class Products before
20 supplying them to the retailers.

21 208. Plaintiff and the putative Class members saw, believed, and relied upon
22 Defendant’s representations in making the decision to purchase the Class Products.

23 209. As a proximate result of Defendant’s intentional misrepresentations, Plaintiff
24 and the putative Class members were damaged in an amount to be determined at
25 trial.

26 210. By engaging in the acts described above, Plaintiff and the putative Class are
27 therefore entitled to recover exemplary or punitive damages.
28

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment against Defendant as follows, seeking equitable relief in the alternative to legal relief:

- Certification of this action as a class action;
- Appointment of Plaintiff as Class Representative;
- Appointment of Plaintiff’s attorneys as Class Counsel;
- That Defendant’s wrongful conduct alleged herein be adjudged and decreed to violate the consumer protection statutory claims asserted herein;
- An Order declaring that Defendant’s conduct violated the CLRA, California Civil Code §§ 1750, *et seq.*, and awarding injunctive relief pursuant to Cal. Civ. Code § 1780(a) and (b);
- An Order declaring that Defendant’s conduct violated California’s Unfair Competition Law, California Business & Professions Code §§ 17200, *et seq.*; and awarding injunctive relief pursuant to Bus. & Prof. Code § 17203;
- An Order requiring Defendant to disgorge all monies, revenues, and profits obtained by means of any wrongful act or practice;
- An Order requiring the imposition of a constructive trust and/or disgorgement of Defendant’s ill-gotten gains, compelling Defendant to pay restitution to Plaintiff and all members of the Class, and to restore to Plaintiff and Class members all funds acquired through any act or practice declared by this Court to be unlawful, fraudulent, unfair, or deceptive; in violation of laws, statutes, or regulations; or constituting unfair competition, along with pre- and post-judgment interest thereon;
- For pre and post-judgment interest on all amounts awarded;
- For an order of restitution and all other forms of equitable monetary relief, as pleaded, including awarding such relief pursuant to Bus. & Prof. Code § 17535; and/or Bus. & Prof. Code § 17203;
- Actual damages under California Civil Code § 1780(a);



- 1 • For public injunctive relief as pleaded or as the Court may deem proper;
- 2 • That Defendant be enjoined from continuing the wrongful conduct alleged
- 3 herein and required to comply with all applicable laws;
- 4 • Punitive damages including under California Civil Code § 1780(a) and/or Cal.
- 5 Civ. Code § 3294;
- 6 • General and compensatory damages in an amount to be determined at trial;
- 7 • That Plaintiff and each of the other members of the Class recover their costs
- 8 of suit, including reasonable attorneys’ fees and expenses pursuant to, *inter*
- 9 *alia*, California Code of Civil Procedure § 1021.5 and California Civil Code
- 10 § 1780; and
- 11 • That Plaintiff and the members of the Class be granted any other relief the
- 12 Court may deem just and proper.

DEMAND FOR TRIAL BY JURY

13
14 211. Plaintiff, individually and on behalf of all others similarly situated, hereby
15 demands a jury trial on all claims so triable.

16
17 Dated: February 21, 2025

Respectfully submitted,

KAZEROUNI LAW GROUP, APC

By: /s/ Abbas Kazerounian, Esq.
Abbas Kazerounian, Esq.
ATTORNEYS FOR PLAINTIFF

