

KAZEROUNI LAW GROUP, APC
Abbas Kazerounian, Esq. (SBN: 249203)
ak@kazlg.com
Gil Melili, Esq. (SBN: 337116)
gil@kazlg.com
245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626
Telephone: (800) 400-6808
Facsimile: (800) 520-5523

[Additional Plaintiff’s Counsel on Signature Page]

Attorneys for Plaintiff,
Maria Corona

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

**MARIA CORONA, Individually
and On Behalf of All Others
Similarly Situated,**

Plaintiff,

v.

IT’S A NEW 10, LLC,

Defendant.

Case No.: 3:25-cv-00377-GPC-BLM

CLASS ACTION

**FIRST AMENDED 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) VIOLATIONS OF 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



INTRODUCTION

1
2 1. Plaintiff Maria Corona (“Plaintiff”), individually and on behalf of all others
3 similarly situated, brings this Class Action Complaint for damages, injunctive relief,
4 and any other available legal or equitable remedies, resulting from the illegal actions
5 of defendant It’s a New 10, LLC (“It’s a 10” or “Defendant”) concerning unlawful
6 labeling of Defendant’s haircare products, with the designation and representation
7 that the products are/were made and/or manufactured in the USA without clear and
8 adequate qualification of the foreign ingredients and components contained therein,
9 as required by federal rules and California laws.

10 2. The unlawfully represented products are sold through various channels,
11 including, but not limited to, direct-to-consumer sales on the Defendant’s website;
12 third-party platforms such as Amazon.com, Target.com, and Ulta.com; professional
13 haircare salons; and third-party merchants operating in brick-and-mortar stores like
14 Marshalls, ULTA Beauty, and others.

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

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

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

1 see also Cal. Civ. Code § 1770, subd. (a)(4) (prohibiting
2 deceptive representations. Of geographic origin)). The
3 objective of section 17533.7 “is to protect consumers from
4 being misled when they purchase products in the belief
that they are advancing the interest of the United States
and the industries and workers. . .” (emphasis added).

5 5. It’s a 10’s products are labeled with the express, unqualified representation
6 that they are “Made in the USA,” either on the Principal Display Panel or another
7 prominent and conspicuous location on the product label. This claim appears on
8 nearly every product manufactured, sold, or distributed by the Defendant, including
9 the product purchased by the Plaintiff.

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

13 7. Plaintiff purchased one of It’s a 10’s best known products, its Silk Express
14 Miracle Silk Leave-In product (the “Product”), which is labeled, marketed and sold
15 to consumers as “Made in the USA,” as further discussed herein.

16 8. However, the Product is made with numerous ingredients and components,
17 including key ingredients, that are not grown, sourced or otherwise made in the
18 United States.

19 9. Defendant’s conduct of advertising and selling deceptively labeled products
20 bearing the representation that such products are “Made in the USA” violates: (1)
21 California’s Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750, *et*
22 *seq.*; (2) California’s Unfair Competition Law (“UCL”), Bus. & Prof. Code §§
23 17200, *et seq.*; (3) California’s False Advertising Law (“FAL”), Bus. & Prof. Code
24 §§ 17500, *et seq.*; 16 C.F.R. § 323 (Federal Trade Commission 2021) (the “MUSA
25 Rule”) and constitutes (4) breach of express warranty; (5) unjust enrichment; (6)
26 negligent misrepresentation; and (7) intentional misrepresentation.

27 10. This conduct caused Plaintiff, and other similarly situated, damages, and
28 requires restitution and injunctive relief to remedy and prevent future harm.



1 11. In addition to the unqualified “Made in the USA” representation on the
2 Product, It’s a 10’s other haircare products—including, but not limited to, those
3 listed in **Exhibit A** (together with the Product, the “Class Products”)—also display
4 the same unqualified “Made in the USA” representation or a similar unqualified U.S.
5 origin claim.

6 **JURISDICTION AND VENUE**

7 12. This Court has jurisdiction over this matter pursuant to the Class Action
8 Fairness Act (CAFA), 28 U.S.C. § 1332(d), because: (1) there is minimal diversity,
9 including because Plaintiff is a citizen of the State of California and Defendant is a
10 Delaware limited liability company with its headquarters and principal place of
11 business in Florida, and on information and belief, all of Defendant’s members are
12 located in Florida, including its managing member, Carolyn Aronson; (2) the amount
13 in controversy in this matter exceeds \$5,000,000, exclusive of interest and costs; and
14 (3) there are more than one hundred (100) people in the putative class.

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

20 **PARTIES**

21 14. Plaintiff is, and at all times mentioned herein was, a natural person, an
22 individual citizen and resident of the County of San Diego, State of California, and
23 within this judicial district.

24 15. Upon information and belief, Defendant is a limited liability company that is
25 organized and exists under the laws of the State of Delaware, with a principal place
26 of business within the State of Florida located at 6942 NW 7th Avenue, Miami,
27 Florida 33150.
28



1 16. Plaintiff alleges that at all times relevant herein Defendant conducted business
2 within the State of California, in the County of San Diego, and within this judicial
3 district.

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

8 NATURE OF THE CASE

9 18. Upon information and belief, Defendant is among the leading hair care
10 companies in the United States. It is estimated that Defendant's revenue is over \$500
11 million annually.¹

12 19. Defendant markets and sells a vast portfolio of haircare products for both
13 women and men.

14 20. Given its vast resources and operational sophistication, it's difficult to
15 understand how Defendant could so clearly violate the well-established laws, rules,
16 and regulations surrounding the use of "Made in the USA" or any derivative thereof.

17 21. At all relevant times, Defendant made and continues to make material
18 misrepresentations regarding the Class Products.

19 22. Specifically, Defendant advertised, marketed, promoted, and sold the Class
20 Products as "Made in the USA" without disclosing the use of foreign ingredients,
21 when in fact this claim was false.

22 23. Although Defendant represented that the Class Products were "Made in the
23 USA" without qualification, the products are substantially made with ingredients
24 and components sourced, grown, or manufactured outside the United States.

25 24. Each consumer, including Plaintiff, was exposed to the same material
26

27 ¹ <https://web.archive.org/web/20250208030303/https://www.forbes.com/sites/meggentaylor/2020/09/09/its-a-10-haircare-how-this-female-hair-stylist-created-a-half-a-billion-dollar-brand/?sh=9dc68895e5c0> (last accessed on Feb. 7, 2025)
28

1 misrepresentations, as similar labels were placed on all Class Products sold—and
2 currently sold—throughout the United States, including in California.

3 25. Defendant’s exclusive business and primary commercial focus is the
4 development, marketing, and sale of haircare products. As such, the formulas,
5 representations, and marketing strategies across Defendant’s product line share
6 substantial similarities, particularly with respect to the inclusion and promotion of
7 “key” or “featured” ingredients and the “Made in the USA” representations at issue
8 in this case. As Defendant does not diversify into unrelated industries or product
9 categories, its entire portfolio of haircare products is subject to the same labeling
10 practices, ingredient sourcing patterns, and deceptive marketing conduct challenged
11 herein.

12 26. Attached as **Exhibit A** is a list of substantially similar haircare products that,
13 together with the Silk Express Miracle Silk Leave-In product purchased by Plaintiff,
14 make up the Class Products. This list includes the product names and listed
15 ingredients as obtained from publicly available information. Exhibit A depicts, for
16 each of the Class Products, the ingredients identified as definitively foreign as well
17 as those likely to be of foreign origin.

18 27. Federal rules and regulations regarding the use of “Made in the United
19 States” claims—including any synonymous claims, whether express or implied—
20 are well-established and clearly defined with respect to products and services.

21 28. Specifically, the MUSA Rule clearly defines the meaning of “Made in the
22 United States,” including synonymous phrases,² as well as when it can be used
23

24 ² See 16 C.F.R. § 323.1(a) (“The term Made in the United States means any
25 unqualified representation, express or implied, that a product or service, or a
26 specified component thereof, is of U.S. origin, including, but not limited to, a
27 representation that such product or service is ‘made,’ ‘manufactured,’ ‘built,’
28 ‘produced,’ ‘created,’ or ‘crafted’ in the United States or in America, or any other
unqualified U.S.-origin claim.”) (emphasis added).



1 without clear and adequate qualification notifying consumers that the good or
2 service in question contains or is made with ingredients or components that are not
3 made or sourced in the United States.³

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

9 30. As a result, Plaintiff and other similarly situated consumers overpaid for the
10 Class Products, purchased the Class Products over the products of competitors,
11 and/or purchased the Class Products under the belief that the product they purchased
12 was made in the United States and did not contain numerous ingredients and
13 components from outside the United States.

14 31. Despite the clearly established and well-defined federal rules regarding
15 “Made in the United States” claims, Defendant falsely, unfairly and deceptively
16 advertised, marketed and sold its products, including the Product purchased by
17 Plaintiff, as “Made in the USA” without clear and adequate qualification informing
18 consumers of the presence of foreign ingredients and/or components as further
19 discussed herein.

20 32. Had Plaintiff and other similarly situated consumers been made aware that
21 the Class Products contained a substantial amount of ingredients sourced from
22 _____

23 ³ See 16 C.F.R. § 323.2 Prohibited Acts (“In connection with promoting or offering
24 for sale any good or service, in or affecting commerce as ‘commerce’ is defined in
25 section 4 of the Federal Trade Commission Act, 15 U.S.C. 44, it is an unfair or
26 deceptive act or practice within the meaning of section 5(a)(1) of the Federal Trade
27 Commission Act, 15 U.S.C. 45(a)(1), to label any product as Made in the United
28 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 outside of the United States, they would not have purchased the Class Products.

2 33. As a result of Defendant’s false, unfair, and deceptive statements and/or their
3 failure to disclose the true nature of the Class Products, along with the other conduct
4 described herein, Plaintiff and similarly situated consumers purchased hundreds of
5 thousands of units of the Class Products in California and across the United States,
6 and have suffered and continue to suffer harm, including the loss of money and/or
7 property.

8 34. Defendant’s conduct, as alleged herein, violates several California laws, as
9 detailed below.

10 35. This action seeks, among other things, equitable and injunctive relief, public
11 injunctive relief, restitution of all amounts unlawfully retained by Defendant, and
12 disgorgement of all ill-gotten profits resulting from Defendant’s alleged
13 wrongdoing.

14 36. Unless enjoined, Defendant's unfair, deceptive and unlawful conduct will
15 continue into the future, and Plaintiff and members of the Class will continue to
16 suffer harm.

17 **FACTUAL ALLEGATIONS**

18 37. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of
19 this First Amended Class Action Complaint as if fully stated herein.

20 38. Defendant produces, markets, and advertises various products, including the
21 Product purchased by Plaintiff, as “Made in the USA,” without clear or adequate
22 qualification.

23 39. Regardless of where the Defendant placed its unqualified “Made in the USA”
24 representations on the Class Products, these representations would still violate the
25 MUSA Rule as discussed above. However, in the case of the Class Products, the
26 claim is highly impactful and intentionally placed on the Principal Display Panel
27 (“PDP”)—the most prominent and conspicuous location for a consumer packaged
28 goods company to present a claim.



1 40. A product’s PDP is the part that faces the consumer when placed on a shelf
2 or displayed on a website, allowing the consumer to view its claims without needing
3 to turn the product around.

4 41. Consumer packaged goods companies typically place what they consider to
5 be their most important and highest-value selling points on a product’s PDP.

6 42. In the case of the Class Products, the Defendant’s unqualified claim appears
7 directly beneath one of the most important features of a product’s PDP—the size or
8 quantity of the product. The claim is presented in capitalized text stating “MADE
9 IN THE USA,” isolated from other wording and displayed in contrasting, possibly
10 metallic text, further reinforcing the Defendant’s intent to convey that the Class
11 Products and their ingredients are of U.S. origin.

12 43. Below are examples of the aforementioned representation that appears on the
13 front packaging of the Class Products⁴:



14
15
16
17
18
19
20
21
22
23
24
25
26
27
28 ⁴ For more examples of Defendant’s “Made in the USA” representations, *see*
Exhibit A.

KAZEROUNI
LAW GROUP, APC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



44. This representation is prominently displayed in the same location on the packaging of nearly every Class Product or, in some cases, in another conspicuous location on the product label.

45. Because Defendant placed the unqualified “Made in the USA” claim on the

1 PDP of each Class Product, that representation is prominently visible to
2 consumers—whether they encounter the product on a store shelf or view it online
3 through images that necessarily display the PDP.

4 46. As a result of the unqualified U.S. origin claims on the Class Products’
5 packaging, consumers have been misled for years, leading to both initial and repeat
6 purchases of products they believed were made in the United States with ingredients
7 and components sourced from the United States.

8 47. Despite the clear and unqualified claim that the Class Products were “Made
9 in the USA,” they are substantially made with foreign ingredients, a fact that is not
10 properly disclosed on the label, as required by the MUSA Rule and California law.

11 48. For example, the Product purchased by Plaintiff, the Silk Express Miracle
12 Silk Leave-In product, contains palm oil⁵ and hydrolyzed silk⁶ — ingredients that
13 do not originate from or are not sourced in the United States.

14 49. In addition to foreign palm oil and silk, on information and belief, panthenol⁷
15 and *Morus alba* (White Mulberry) leaf extract⁸, included in the Product, are of

16 _____
17 ⁵ See <https://www.fas.usda.gov/data/production/commodity/4243000> (last accessed
18 Aug. 21, 2025) (According to USDA, palm oil is not produced in the United States).

19 ⁶ See <https://www.fao.org/faostat/en/#data/QCL/visualize> (last accessed Aug. 21,
20 2025) (Select Item: Raw silk. According to the Food and Agriculture Organization
21 of the United Nations, silk is not produced in commercial quantities in the United
22 States).

23 ⁷ See *infra* n.18.

24 ⁸ While certain species of *Morus* spp. (Mulberry) are cultivated in the United States,
25 the specific species used in the Product — *Morus alba* (White Mulberry) — does
26 not appear to be cultivated commercially in the United States. Its invasive nature
27 and narrow, specialized role in sericulture (the rearing of silkworms for silk
28 production) make domestic sourcing highly unlikely. See <https://blogs.ifas.ufl.edu/orangecon/2023/09/11/marvelous-mulberries> (last
accessed Aug. 20, 2025) (“...Native to Central and Eastern China... The primary
purpose—sericulture!... Originally introduced to the United States in hopes of



1 foreign origin.

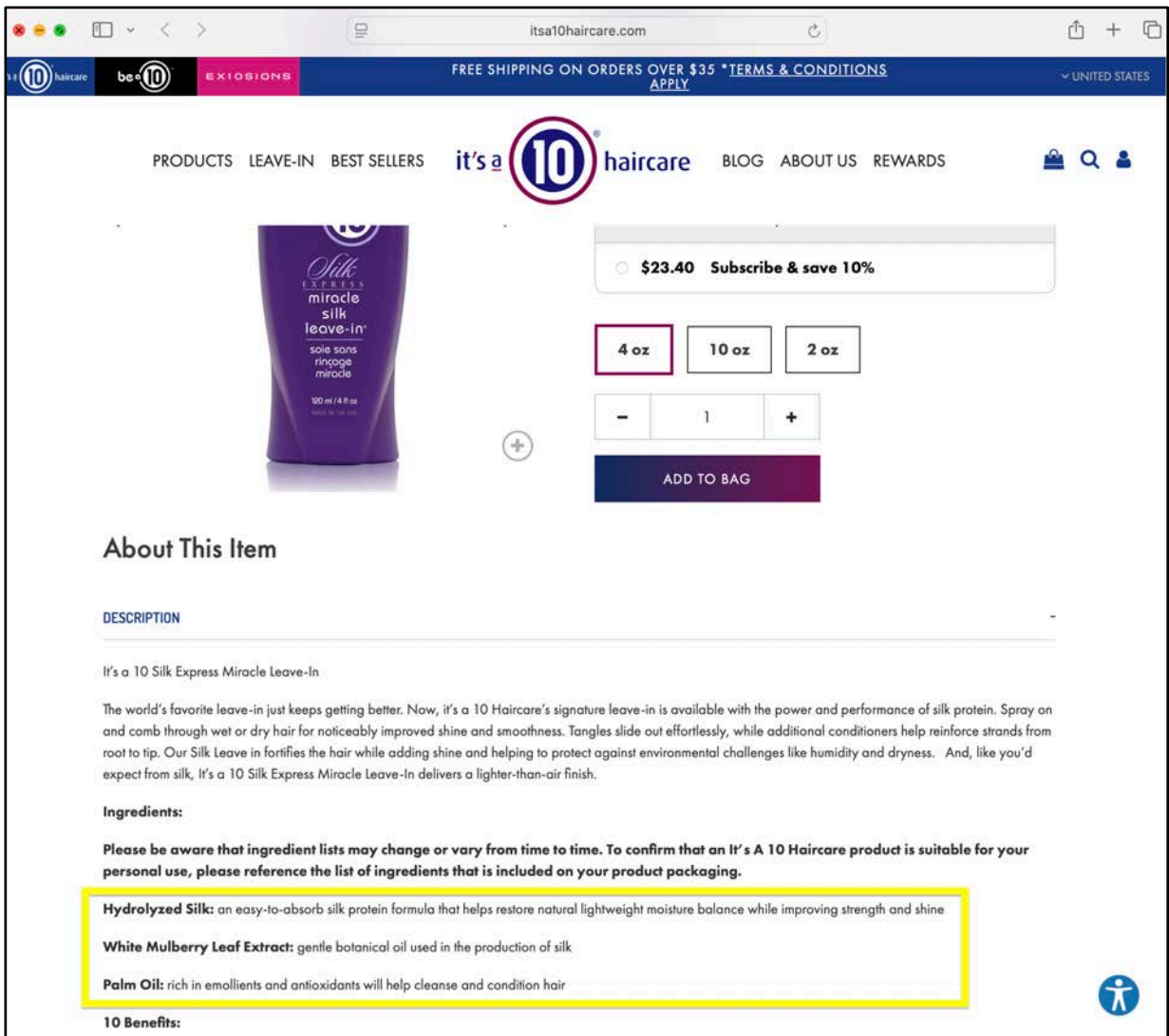
2 50. Defendant highlights ingredients such as palm oil, and hydrolyzed silk and
3 white mulberry leaf extract as “featured” or “key” ingredients on its website and,
4 upon information and belief, in its business-to-business marketing materials,
5 thereby representing them as among the most valuable, functional components of
6 the Product to consumers. The use of such foreign-sourced ingredients is
7 inconsistent with, and renders false and misleading, Defendant’s unqualified
8 representations that the Product is “Made in the USA.”

9 51. Defendant’s website does not provide full ingredient lists for each of the
10 Class Products, nor does it display images of the back panels of the Class Products
11 where such ingredient lists are located. Instead, the webpages for the Class Products
12 each highlight only certain “key” or “featured” ingredients. Upon information and
13 belief, this same marketing practice of emphasizing selected ingredients is repeated
14 on the websites of Defendant’s resellers, based on marketing materials supplied by
15 Defendant. By selectively highlighting these “featured” ingredients, Defendant
16 communicates to consumers what it considers to be the most valuable, material, and
17 functional components of the Class Products, including the Product purchased by
18 Plaintiff.

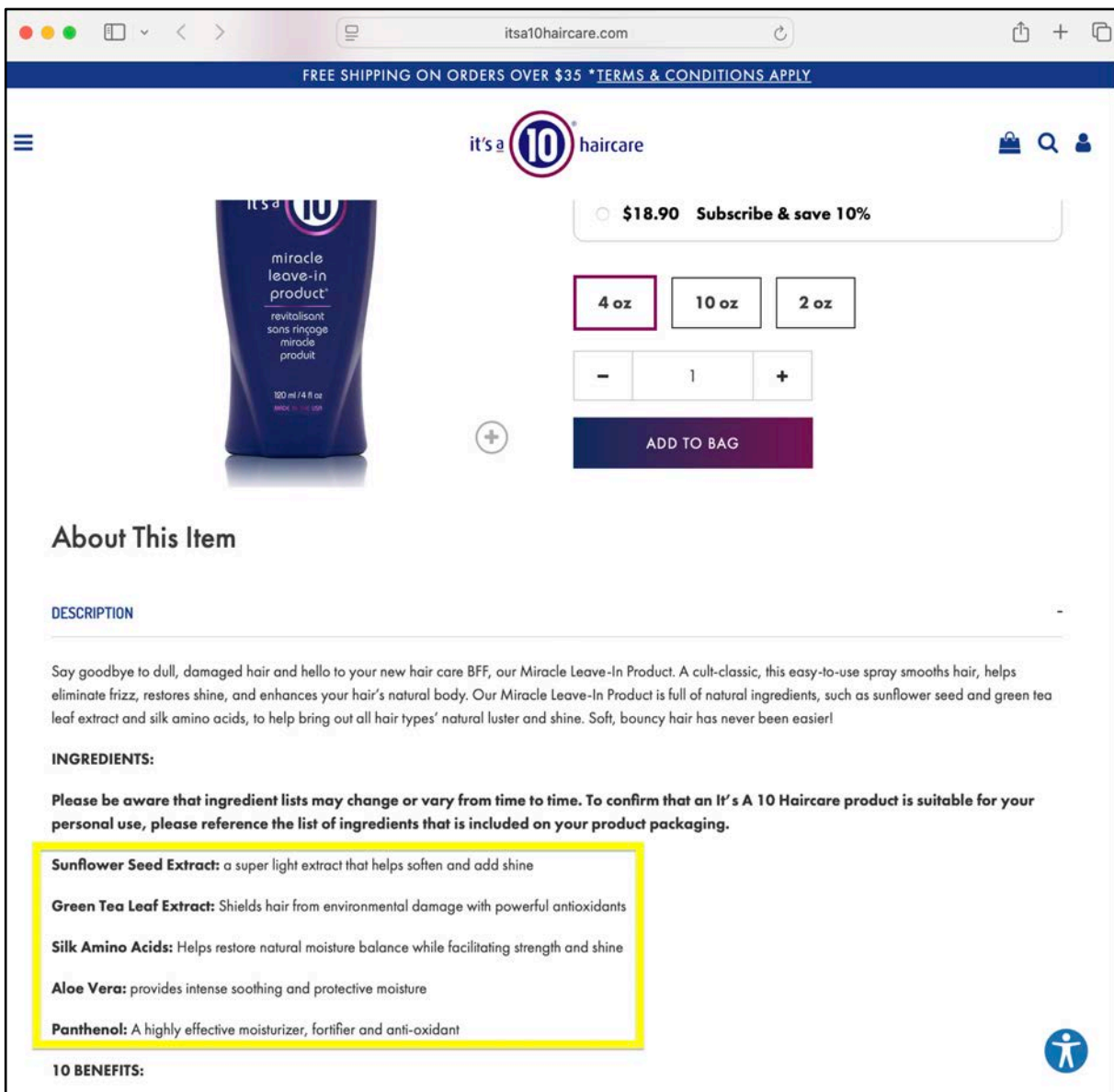
19 52. Below are a few non-exhaustive examples of Defendant’s representations of
20

21 _____
22 establishing a successful silk industry, the white mulberry is now noted as
23 somewhat of a nuisance species. ...states such as Pennsylvania, West Virginia,
24 Virginia, Maryland, Ohio, Michigan, Georgia, and South Carolina have included
25 this species on their invasive plant lists. White mulberry is a fast grower that is
26 capable of invading forest edges and disturbed sites... Of special concern is the ease
27 with which the white mulberry will hybridize with our native red mulberry
28 species.”); <https://www.agmrc.org/commodities-products/fruits/mulberries> (last
accessed Aug. 20, 2025) (“The current top countries growing mulberry trees for
sericulture are China, followed by India and Japan (Singhal et al, 2010). White
mulberry trees were initially introduced into the United States for sericulture, but
that commercial venture did not pan out (Wyss, 2010)”).

1 “key” or “featured” ingredients in its haircare products:⁹



25 ⁹ See <https://itsa10haircare.com/products/silk-express-miracle-silk-leave-in;>
 26 <https://itsa10haircare.com/products/miracle-leave-in-product;>
 27 <https://www.target.com/p/it-s-a-10-haircare-silk-express-miracle-silk-leave-in-product-4-oz-ten-benefits-conditioner-power-of-silk-proteins/-/A-92579219;>
 28 <https://www.ulta.com/p/silk-express-miracle-silk-leave-in-xlsImpprod10792059>
 (last accessed Aug. 20, 2025).



20 53. Similar representations of “key” or “featured” ingredients in Defendant’s

21 haircare products appear in advertising on retailer websites such as Target and

22 ULTA Beauty:

23

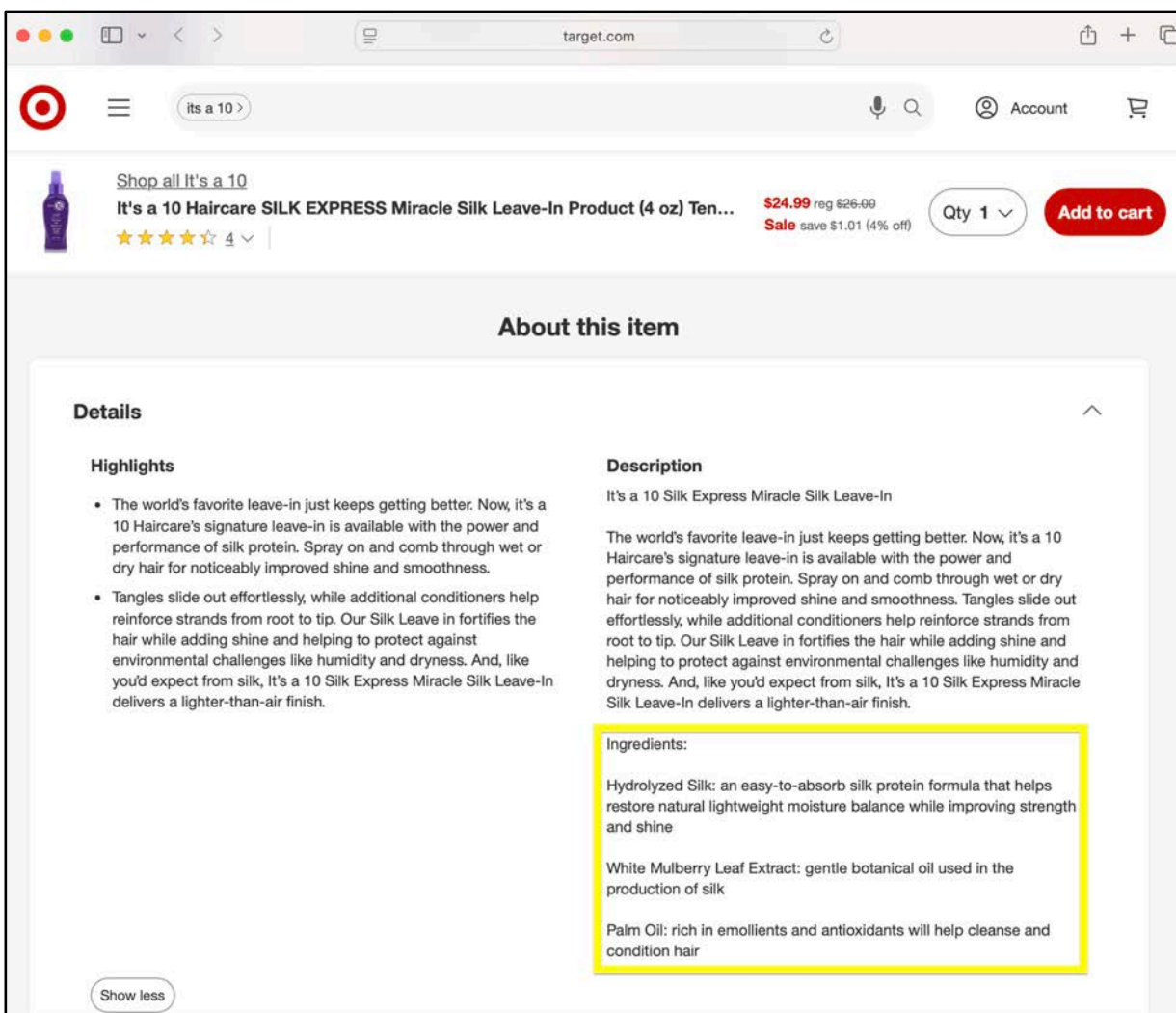
24

25

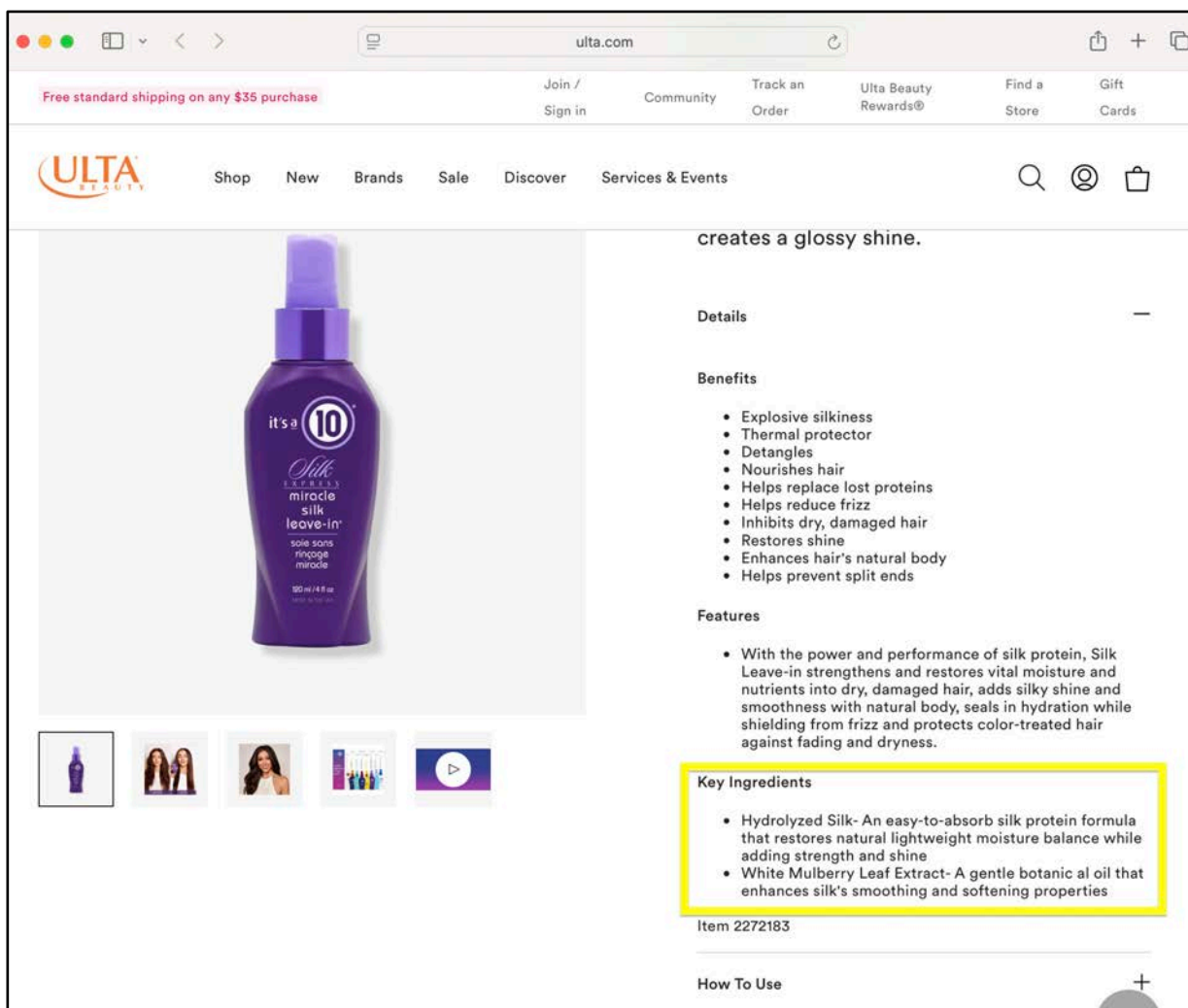
26

27

28



KAZEROUNI
LAW GROUP, APC



KAZEROUNI LAW GROUP, APC

54. In the case of the Product, the term “Silk” is featured prominently in its name, *Silk Express Miracle Silk Leave-In* (emphasis added), underscoring Defendant’s awareness that consumers place significant importance and value on the inclusion of silk or silk derivatives when deciding to purchase the Product, and reasonably expect silk to be a key, functional ingredient—meaning that consumers reasonably expect the Product to contain more than a negligible amount of silk, in a concentration sufficient to provide the functional benefits commonly associated with silk.

55. Defendant has incorporated the word “Silk” into the names of several other



1 products it manufactures and sells, further reinforcing this consumer perception.¹⁰

2 56. Given the importance Defendant places on silk, palm oil, and white mulberry
3 leaf extract — all of which are naturally derived ingredients purported to have
4 certain functions, features and benefits, as opposed to the less expensive
5 synthetically and mass produced, chemical components (many of which are simply
6 immaterial solvents, stabilizers, fragrances or preservatives) that make up the
7 remainder of the Product — it is implausible that the combined value or cost of
8 these three ingredients, along with panthenol, represents less than ten (10) percent
9 in the Product.

10 57. In the Product purchased by Plaintiff, the ingredients panthenol, *Elaeis*
11 *guineensis* (Palm) Oil, Hydrolyzed Silk and *Morus alba* (White Mulberry) Leaf
12 Extract are identified as the eleventh, thirteenth, fourteenth and fifteenth listed
13 ingredients out of nineteen ingredients, reflecting together a significant presence in
14 the Product that is far from *de minimis*.

15 58. In addition to the naturally derived ingredients, on information and belief,
16 many of the synthetic ingredients used by Defendant, as well as the packaging of
17 the Product¹¹, are sourced from outside the United States.

18 59. The United States has the climate, agricultural capacity, processing
19

20 ¹⁰ See **Exhibit A**.

21 ¹¹ Based on industry research, the manufacturing of Defendant’s custom-made
22 plastic containers for the Class Products likely occurred overseas, as Asian
23 countries — particularly China — are well established as substantially lower-cost
24 producers of custom-molded plastic packaging. See [https://essourcing.com/source-plastic-bottles-
25 china/#11_Why_China_Remains_a_Global_Hub_for_Plastic_Bottle_Manufacturing](https://essourcing.com/source-plastic-bottles-china/#11_Why_China_Remains_a_Global_Hub_for_Plastic_Bottle_Manufacturing)
26 [ng](https://essourcing.com/source-plastic-bottles-china/#11_Why_China_Remains_a_Global_Hub_for_Plastic_Bottle_Manufacturing) (last accessed Aug. 20, 2025) (“When it comes to packaging, the quest to source
27 plastic bottles often leads directly to China. This isn’t just about cost anymore; it’s
28 about accessing an unparalleled manufacturing ecosystem... China’s dominance in
plastic bottle manufacturing is undeniable.”)



1 infrastructure, natural resources, and manufacturing conditions necessary for
2 Defendant to grow, process, manufacture, and source silk¹², palm oil¹³, mulberry
3 leaf extract¹⁴, plastic packaging, and other components—including synthetically
4 manufactured ingredients—from domestic suppliers. Defendant could have
5 engaged contract farmers and manufacturers to establish domestic supply chains for
6 each of these ingredients and components.¹⁵

7 60. Upon information and belief, the hydrolyzed silk used by Defendant for its
8 products containing silk, including the Silk Express Miracle Silk Leave-In
9 purchased by Plaintiff, underwent a manufacturing process outside of the United
10 States, as it is far more economical for the manufacturing process to take place
11 outside of the United States where labor costs are typically less expensive,
12 regulatory requirements (*e.g.*, OSHA equivalent, chemical handling requirements,
13 etc.) are less rigorous, and due to the need to preserve quality through conducting
14 the hydrolysis process near the source of the silk production before transportation
15 to the United States or elsewhere.

16 61. Defendant’s similarly named Miracle Leave-In product contains *Camellia*

17
18 _____
19 ¹² See *supra* n.8; <https://history.textiles.ncsu.edu/textile-industry-history/silk-in-america> (last accessed Aug. 20, 2025).
20

21 ¹³ It is a matter of common knowledge that palms are widely cultivated in the United
22 States, particularly in California, Texas, Florida, and along the Gulf Coast.

23 ¹⁴ See *supra* n.8.

24 ¹⁵ Cal. Bus. & Prof. Code § 17533.7(c)(2), expressly eliminates cost as a
25 permissible consideration in determining whether a component may be obtained
26 from domestic sources: “The determination that the article, unit, or part of the
27 merchandise cannot be made, manufactured, produced, or obtained within the
28 United States from a domestic source shall not be based on the cost of the article,
unit, or part.”

1 *sinensis* (green tea) leaf extract¹⁶ and silk amino acids, neither of which originate
2 from the United States. In addition to these foreign components, upon information
3 and belief, the aloe vera¹⁷, panthenol¹⁸ and sunflower seed extract¹⁹ included in the
4 product are of foreign origin, as is the plastic packaging used in the product.

5 62. Defendant continues to highlight “key” or “featured” ingredients —
6 including sunflower seed extract, green tea leaf extract, silk amino acids, aloe vera,
7

8 ¹⁶ See <https://www.fao.org/faostat/en/#data/QCL/visualize> (last accessed Aug. 21,
9 2025) (Select Item: Tea leaves. According to the Food and Agriculture Organization
10 of the United Nations, tea is not produced in commercial quantities in the United
11 States).

12 ¹⁷ While aloe vera is cultivated in the United States, this country is not among the
13 world’s leading producers, and is recognized as the largest importer of aloe vera.
14 See [https://smallfarmers.trade/sites/default/files/2020-
15 05/REPORT%20Aloe%20EN.pdf](https://smallfarmers.trade/sites/default/files/2020-05/REPORT%20Aloe%20EN.pdf) (last accessed Aug. 20, 2025) (“China stands out
16 among the export countries, followed by India, Spain and Mexico, Brazil and
17 Argentina.; “The main importers of this product are the USA with 15% of the global
18 imports, Germany with 10%, China with 5%, India with 4%, Hong Kong with 3%
19 and Japan with 2%.... The USA demand for Aloe has been constantly increasing
20 along the last years and has been fulfilled by India (23.7%), China (20.4%), Mexico
21 (11%), Germany (8%), Egypt (4.5%).”)

22 ¹⁸ Panthenol is a type of B vitamin. See [https://health.clevelandclinic.org/vitamin-
23 b5-for-skin-hair](https://health.clevelandclinic.org/vitamin-b5-for-skin-hair) (“Panthenol is a powerful moisturizer and can help repair damaged
24 skin and hair”); [https://www.nbinno.com/article/cosmetic-raw-
25 materials/economic-advantage-buying-d-panthenol-chinese-manufacturers-cf](https://www.nbinno.com/article/cosmetic-raw-materials/economic-advantage-buying-d-panthenol-chinese-manufacturers-cf) (last
26 accessed Aug. 20, 2025) (“China has emerged as a global leader in the production
27 of chemical raw materials, including cosmetic ingredients like D-Panthenol.”)

28 ¹⁹ While sunflower seeds are cultivated in the United States, this country is not
among the world’s leading producers, and according to the World Bank, imports
hundreds of millions of dollars’ worth of sunflower seeds from countries such as
Bulgaria, Argentina, Canada, Chile, Turkey, Germany, and France, among others.
See
[https://wits.worldbank.org/trade/comtrade/en/country/USA/year/2023/tradeflow/I
mports/partner/ALL/product/120600](https://wits.worldbank.org/trade/comtrade/en/country/USA/year/2023/tradeflow/Imports/partner/ALL/product/120600) (last accessed Aug. 20, 2025).

1 and panthenol — all of which are either indisputably or likely of foreign origin —
2 in its Miracle Leave-In Product.

3 63. Defendant’s own website prominently markets these ingredients as central
4 selling points²⁰, and upon information and belief, this same marketing strategy is
5 employed by Defendant’s retail partners and agents, including but not limited to
6 Target and ULTA Beauty.

7 64. Other examples of Defendant’s highlighting of foreign ingredients include its
8 Miracle Moisture Shampoo, which contains *Euterpe oleracea* (acai) fruit extract²¹,
9 sunflower seed extract, *Aspalathus linearis* (rooibos) leaf extract²², *Morinda*

10
11
12
13
14
15
16
17 ²⁰ See *supra* ¶ 52.

18 ²¹ See <https://www.utep.edu/herbal-safety/herbal-facts/herbal%20facts%20sheet/acai.html> (last accessed Aug. 20, 2025) (“Because the tree does not grow outside its natural habitat, and the fresh Açaí berries are very perishable, they are usually available outside Brazil only as a juice.”); <https://www.nationalgeographic.com/science/article/acai-bowls-berries-fruit-waste> (last accessed Aug. 20, 2025) (“Every year, up to 550,000 tons of acai pits are created after the pulp is extracted from the seed—mostly in Para (Brazil), which accounts for 95% of the world’s production.”)

19
20
21
22
23
24 ²² See Casparus Brink, *Rhizobial Diversity and Function in Rooibos (Aspalathus linearis) and Honeybush (Cyclopia spp.) Plants: A Review*, SOUTH AFRICAN JOURNAL OF BOTANY Vol. 110, 80–86 (2017), DOI: 10.1016/j.sajb.2016.10.025. (“*Aspalathus linearis* (rooibos) and *Cyclopia* spp. (honeybush) are leguminous plants endemic to the fynbos region of South Africa.”) (emphasis added and in original)

1 *citrifolia* (noni) fruit extract²³, *Moringa oleifera* seed extract²⁴, along with other
2 ingredients and components that are not sourced from the United States.²⁵ Despite
3 this, its packaging prominently states “Made in the USA” without clear and
4 adequate qualification.

5 65. Other Class Products sold by Defendant make the same unqualified “Made
6 in the USA” claims despite containing one or more foreign ingredients. For
7 example, the Defendant’s Silk Express Miracle Daily Shampoo contains palm oil,
8 hydrolyzed silk, white mulberry leaf extract, and sunflower seed extract; Miracle
9 Daily Conditioner contains silk amino acids and *Colocasia antiquorum* root
10 extract²⁶, and Miracle Blowdry Volumizer contains hydrolyzed silk, acai fruit

11 _____
12 ²³ While noni is able to grow in Hawaii, the state is not a commercial or cost
13 effective producer of the fruit. See https://www.ctahr.hawaii.edu/noni/downloads/morinda_species_profile.pdf (last
14 accessed Aug. 20, 2025) (“The distribution of *Morinda citrifolia* is pantropical. The
15 Indo-Pacific distribution includes Eastern Polynesia . . . , Melanesia . . . , Western
16 Polynesia . . . and Micronesia, Indonesia, Australia, and Southeast Asia.”); see also
17 Shihui Hou, et. al., *Morinda citrifolia* L.: A Comprehensive Review on
18 *Phytochemistry, Pharmacological Effects, and Antioxidant Potential*,
ANTIOXIDANTS (Basel), Vol. 14, No. 3, 295 (Feb. 28, 2025),
<https://doi.org/10.3390/antiox14030295>. (Figure 2 illustrates significant
19 distribution of noni which includes China but does not include the United States)

20 ²⁴ See Neha Goel, et. al., *Moringa oleifera: A Systematic Review of Its Botany,*
21 *Traditional Uses, Phytochemistry and Pharmacology*, AFR. J. BIOL. SCI., Vol. 6,
22 Issue 12, at 1987 (2024), <https://doi.org/10.48047/AFJBS.6.12.2024.1987-2002>.
23 (“*Moringa*, also known as the drumstick tree or the horseradish tree, is widely
24 cultivated in tropical and subtropical regions around the world, including Africa,
25 Asia, and Latin America, due to its adaptability to various climates and soils. In its
26 native range, moringa grows in countries such as India, Nepal, Bangladesh,
27 Pakistan, and Afghanistan.”)

28 ²⁵ See Exhibit A.

²⁶ See https://www.smgrowers.com/products/plants/plantdisplay.asp?cat_id=12&plant_id=2792&page= (last accessed Aug. 21, 2025) (*Colocasia antiquorum* is recognized

1 extract, green tea extract, and *Camellia oleifera* leaf extract²⁷. Exhibit A reflects
2 either the definite or likely presence of foreign ingredients in each of the Class
3 Products, including the aforementioned products.

4 66. Other ingredients and components used to produce the Class Products,
5 including the Product, cannot be definitively traced through publicly available
6 information. However, upon information and belief, the Class Products contain
7 numerous ingredients and components, including custom plastic packaging
8 manufactured for Defendant, that are not made in or sourced from the United States.
9 These important facts are within the exclusive knowledge, control, and possession
10 of Defendant and its contract manufacturers, and cannot be fully ascertained or
11 alleged without the benefit of discovery.

12 67. By failing to disclose the use of foreign ingredients and components,
13 Defendant has unfairly and deceptively misrepresented the Class Products as being
14 of purely U.S. origin.

15 _____
16 as a synonym of *Colocasia esculenta*.); see also Olutosin A. Otekunrin, et al.,
17 *Cocoyam [Colocasia esculenta (L.) Schott]: Exploring the Production, Health and*
18 *Trade Potentials in Sub-Saharan Africa*, SUSTAINABILITY (Special Issue:
19 Agricultural Production, Food Insecurity and the Environment), Vol. 13, Issue 8,
20 Article 4483 (2021) (“Nigeria is the highest producer of taro (cocoyam) globally
21 with about 2.86 million tonnes and 27.14% share of world total production in 2019
22 while Maldives had the least production level of 8 tonnes. Nigeria, Nicaragua,
23 China (mainland) and Papua New Guinea had the highest production level in Africa,
24 Americas, Asian and Oceanian regions respectively in 2019.... USA had the highest
25 import value of taro in 2018 with about \$768.68 million (31.3% world share in US
26 dollars) and about 393.68 thousand metric tonnes of importing quantities...”)

27 ²⁷ See Changrong Ye et al., *Genomic and Genetic Advances of Oiltea-Camellia*
28 *(Camellia oleifera)*, FRONTIERS IN PLANT SCIENCE, Vol. 14 (Crop and Product
Physiology) (Apr. 3, 2023), <https://doi.org/10.3389/fpls.2023.1101766> (“The
species *C. oleifera* is also known as oil-Camellia, oiltea-camellia and oiltea tree.
Oiltea-camellia is an important oil plant widely cultivated in many Asian countries,
including the Philippines, Thailand, Japan and the Republic of Korea (Wang et al.,
2013; Luan et al., 2020), and many provinces in Southern China, including
Zhejiang, Hunan, Hubei, Jiangxi, Guangxi, and Guangdong (Lin et al., 2018).”)

1 68. Defendant possesses superior knowledge of the true facts, which were not
2 disclosed, thereby tolling the applicable statute of limitations.

3 69. The ratio of the ingredients in the Product and the Class Products is
4 exclusively within the knowledge, control and possession of Defendant and its
5 agents. Without knowledge of the actual ratio or concentration of each ingredient
6 in each Class Product, Plaintiff cannot calculate the relative cost contribution of
7 each component or group of components to the overall product.

8 70. The exact cost of each individual ingredient and component used to produce
9 the Class Products is within the exclusive knowledge, control, and possession of
10 Defendant and its agents. Plaintiff has no means to determine or approximate those
11 costs with precision. Even if approximate market prices for certain ingredients or
12 components were available online, Plaintiff could not reasonably estimate what
13 Defendant actually paid, as such costs depend on Defendant's undisclosed
14 bargaining power and supplier relationships.

15 71. The identities of Defendant's suppliers, contract manufacturers, and other
16 agents involved in the production of the Class Products are not publicly available
17 and are presently unknown to Plaintiff, making it impossible for Plaintiff to plead
18 these details without discovery. Such facts, along with other material information,
19 can be readily obtained through discovery from Defendant and its agents.

20 72. Most consumers have limited awareness that products—along with their
21 ingredients and components—labeled as made in the United States may, in fact,
22 contain ingredients or components sourced, grown, or manufactured in foreign
23 countries. This is a material factor in many purchasing decisions, as consumers
24 believe they are buying superior goods while supporting American companies and
25 jobs.

26 73. American consumers generally perceive products, ingredients, and
27 components of U.S. origin as being of higher quality than their foreign counterparts.

28 74. On information and belief, Defendant either charged a premium for the Class

1 Products compared to its competitors or gained a competitive advantage by having
2 the Class Products chosen over others based on false, unqualified “Made in the
3 USA” claims. Federal rules and California laws are designed to protect consumers
4 from such false representations and predatory conduct.

5 **FACTS SPECIFIC TO PLAINTIFF MARIA CORONA**

6 75. On or about May 5, 2024, Plaintiff visited the Marshalls store at 1834 Marron
7 Road, Carlsbad, California 92008 seeking to purchase haircare products, among
8 other items.

9 76. While browsing various haircare products available for purchase, the
10 Plaintiff observed the Product displayed for sale with a representation on its PDP
11 stating “Made in the USA” without any qualification, despite the inclusion of
12 foreign ingredients in its formulation.

13 77. Relying on the unqualified “Made in the USA” representation on the Product,
14 as any reasonable consumer would, and seeking to purchase a product made in the
15 United States with U.S. ingredients—especially since it is a personal care product—
16 Plaintiff purchased the Product for approximately \$8.99 (excluding tax) from
17 Marshalls for her personal use.

18 78. Plaintiff’s reliance on Defendant’s unqualified “Made in the USA”
19 representation was reasonable, as consumers are accustomed to seeing disclosures
20 like “Made in the USA with globally sourced ingredients” or similar qualified
21 variations on product packaging—if and when such U.S. origin claims are made.
22 When consumers encounter an unqualified “Made in the USA” or similar claim,
23 they reasonably assume the product contains no foreign-sourced ingredients or
24 components.

25 79. Defendant’s representations regarding the Class Products were unfair,
26 deceptive, and misleading, as the Class Products were actually made with and/or
27 contained ingredients or components sourced, grown, or manufactured outside the
28 United States.





1 80. Accordingly, Defendant is not entitled to lawfully make unqualified
2 representations that the products were “Made in the USA.”

3 81. Such unqualified representations that the Product was made in the USA were
4 material to Plaintiff’s decision to purchase the Product.

5 82. Indeed, in deciding to purchase the Product, Plaintiff relied on the labeling,
6 marketing, and/or advertising prepared and approved by Defendant and its agents,
7 as disseminated through the Class Products’ packaging containing the
8 misrepresentations alleged herein.

9 83. Had the Plaintiff known that the Product, the Class Products, and their
10 ingredients were not actually of U.S. origin, she would not have purchased the
11 Product.

12 84. In other words, Plaintiff would not have purchased the Product but for the
13 unqualified “Made in the USA” claim on the Product and Class Products.

14 85. As a result, Plaintiff was harmed because Defendant took Plaintiff’s money
15 due to its false, unqualified, unfair, and deceptive “Made in the USA”
16 representations on the Product and Class Products.

17 86. Each time Plaintiff and putative Class members purchased a Class Product,
18 they relied on Defendant’s unqualified U.S. origin representations in their
19 purchasing decisions, as is typical of most U.S. consumers.

20 87. Consequently, Plaintiff and other similarly situated consumers were deceived
21 by Defendant’s actions.

22 88. Plaintiff believed, at the time of purchase, that the Product was of superior
23 quality and that she was supporting U.S. jobs, the U.S. economy, the environment,
24 and ethical working conditions by purchasing a product made with U.S.-sourced
25 ingredients, rather than ingredients sourced, grown, or made outside the United
26 States.

27 89. Ingredients and components grown or manufactured in the USA are subject
28 to strict regulatory requirements, including, but not limited to, agricultural,

1 environmental, labor, safety, ethical, and quality standards.

2 90. Foreign sourced, grown, or manufactured ingredients and components are not
3 subject to the same U.S. standards and may pose greater risks to consumers, the
4 environment, and the U.S. economy. This concern is especially significant for
5 products intended for topical use, such as personal care products.

6 91. Additionally, foreign-sourced, grown, or manufactured ingredients and
7 components are generally of lower quality and less reliable than their U.S. origin
8 counterparts.

9 92. False, unqualified, unfair and deceptive representations that products are
10 “Made in the USA” reduces overall customer satisfaction compared to if such
11 products were genuinely made in the U.S. using ingredients and components
12 sourced, grown, or made domestically.

13 93. Upon information and belief, the Class Products, including the Product
14 purchased by Plaintiff, contain foreign ingredients and are not worth the purchase
15 price paid by Plaintiff and putative Class members.

16 94. The precise amount of damages will be proven at the time of trial.

17 95. Plaintiff and Class members were harmed as a result of Defendant’s false,
18 unqualified, unfair and deceptive “Made in the USA” representations alleged
19 herein.

20 96. This false, unfair, and deceptive advertising of the Class Products by
21 Defendant presents an ongoing threat to consumers, as Defendant’s conduct
22 continues to this day.

23 **CLASS ALLEGATIONS**

24 97. Plaintiff brings this action on behalf of Plaintiff and all others similarly
25 situated.

26 98. Plaintiff is a member of and seeks to represent a Class, pursuant to Federal
27 Rules of Civil Procedure, Rule 23(a), 23(b)(2) and 23(b)(3), defined as:
28



1 All persons in California who purchased one or more of
2 the Class Products labeled “Made in the USA” or any
3 derivative thereof on the product or packaging, and that
4 were made with or contained ingredients or components
5 not grown or manufactured in the USA, between February
6 20, 2021 and February 20, 2025.

7 99. Excluded from the Class are Defendant’s officers, directors, and employees;
8 any entity in which Defendant have a controlling interest; and the affiliates, legal
9 representatives, attorneys, successors, heirs, and assigns of Defendant. Further
10 excluded from the Class are members of the judiciary to whom this case is assigned,
11 their families, and members of their staff.

12 100. Plaintiff reserves the right to modify the proposed Class definition, including
13 but not limited to expanding the Class to protect additional individuals and to assert
14 additional sub-classes as warranted by additional investigation.

15 101. Numerosity: The members of the Class are so numerous that joinder of all of
16 them is impracticable. While the exact number of members of the Class is unknown
17 to Plaintiff at this time, based on information and belief, the Class consists of
18 thousands of individuals within California.

19 102. Commonality: There are questions of law and fact common to the Class,
20 which predominate over any questions affecting only individual members of the
21 Class. These common questions of law and fact include, without limitation:

- 22 • The nature, scope, and operations of the wrongful practices of
23 Defendant;
- 24 • Whether Class Products are or have been represented as being of
25 U.S. origin without clear and adequate qualification;
- 26 • Whether Defendant negligently or intentionally misrepresented
27 or omitted the fact that the Class Products, including the Product
28 purchased by the Plaintiff and other Class members, were sold illegally
in California;



- 1 • Whether Defendant knew or should have known that its business
- 2 practices were unfair and/or unlawful;
- 3 • Whether Defendant’s conduct violated the CLRA;
- 4 • Whether Defendant’s conduct violated the FAL;
- 5 • Whether Defendant’s conduct was “unlawful” as that term is
- 6 defined in the UCL;
- 7 • Whether Defendant’s conduct was “unfair” as that term is
- 8 defined in the UCL;
- 9 • Whether Defendant was unjustly enriched by its unlawful, unfair
- 10 and deceptive business practices;
- 11 • Whether Plaintiff and members of the Class suffered monetary
- 12 damages as a result of Defendant’s conduct and, if so, the appropriate
- 13 amount of damages; and
- 14 • Whether Plaintiff and members of the Class are entitled to
- 15 injunctive relief, including public injunctive relief.

16 103. Typicality: Plaintiff’s claims are typical of those of the Class. Plaintiff and
17 all members of the Class have been injured by the same wrongful practices of
18 Defendant. Plaintiff’s claims arise from the same course of conduct that gave rise
19 to the claims of the Class and are based on the same legal theories in that Plaintiff
20 purchased one or more Class Products from Defendant that was represented and/or
21 advertised as being “Made in the USA,” or any derivative thereof, without clear and
22 adequate qualification.

23 104. Adequacy of Representation: Plaintiff will fairly and adequately represent
24 and protect the interests of members of the Class. Plaintiff’s Counsel are competent
25 and experienced in litigating consumer class actions. Plaintiff has retained counsel
26 experienced in consumer protection law, including complex class action litigation
27 involving unfair business practices. Plaintiff has no adverse or antagonistic interests
28 to those of the Class and will fairly and adequately protect the interests of the Class.





1 Plaintiff's attorneys are aware of no interests adverse or antagonistic to those of
2 Plaintiff and the proposed Class.

3 105. Predominance: Defendant has engaged in a common course of conduct
4 toward Plaintiff and members of the Class, in that Plaintiff and members of the
5 Class were induced to purchase the Class Products. The common issues arising from
6 Defendant's conduct affecting members of the Class set out above predominate over
7 any individual issues. Adjudication of these common issues in a single action has
8 important and desirable advantages of judicial economy.

9 106. Superiority: A class action is superior to other available methods for the fair
10 and efficient adjudication of the controversy. Class treatment of common questions
11 of law and fact is superior to multiple individual actions or piecemeal litigation.
12 Absent a class action, most members of the Class would likely find that the cost of
13 litigating their individual claims is prohibitively high and would therefore have no
14 effective remedy. The prosecution of separate actions by individual members of the
15 Class would create a risk of inconsistent or varying adjudications with respect to
16 individual members of the Class, which would establish incompatible standards of
17 conduct for Defendant. In contrast, the conduct of this action as a class action
18 presents far fewer management difficulties, conserves judicial resources and the
19 parties' resources, and protects the rights of each Class Member.

20 107. Unless the Class is certified, Defendant will retain monies received as a result
21 of Defendant's unlawful, unfair and deceptive conduct alleged herein. Unless a
22 class-wide injunction is issued, Defendant will also likely continue to advertise,
23 market, label, promote and package the Class Products in an unlawful, unfair,
24 deceptive and misleading manner, and members of the Class will continue to be
25 deceived, misled, harmed, and denied their rights under California law.

26 108. Defendant has acted on grounds that apply generally to the Class, so that
27 Class certification is appropriate.
28

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**Violations of the Consumer Legal Remedies Act (“CLRA”)
(Cal. Civ. Code §§ 1750, *et seq.*)**

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

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

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

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

112. Defendant’s actions, representations, and conduct have violated, and continue to violate the CLRA because they extend to transactions that intended to result, or which have resulted in the sale of haircare products to consumers.

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

114. Plaintiff and Class Members are California consumers who purchased Class Products for personal, family or household purposes.

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

116. The Class Products that Plaintiff and other Class Members purchased from Defendant constitute “goods” as defined pursuant to Civil Code Section 1761(a).

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





1 118. Each of Plaintiff’s and the Class members’ purchases of Defendant’s
2 products constituted a “transaction” as defined pursuant to Civil Code Section
3 1761(e).

4 119. Civil Code Section 1770(a)(2), (4), (5), (7) and (9) of the CLRA provide
5 that:

6 The following unfair methods of competition and unfair or
7 deceptive acts or practices undertaken by any person in a
8 transaction intended to result or which results in the sale
9 or lease of goods or services to any consumer are
unlawful: ...

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

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

13 (5) [r]epresenting that goods or services have sponsorship,
14 approval, characteristics, ingredients, uses, benefits, or
15 quantities which they do not have or that a person has a
16 sponsorship, approval, status, affiliation, or connection
17 which he or she does not have; ...

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

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

19 120. Defendant failed to comply with Civil Code Section 1770(a)(2), (4), (5), (7)
20 and (9) by marketing and representing that its Class Products are “Made in the
21 USA,” without qualification, when in fact they actually contain foreign sourced,
22 grown or made ingredients and/or components.

23 121. Plaintiff further alleges that the Defendant committed these acts with full
24 awareness of the harm it would cause and engaged in such unfair and deceptive
25 conduct despite this knowledge.

26 122. Defendant knew or should have known that its representations about the
27 Class Products, as described herein, violated federal regulations and state laws,
28 including consumer protection laws, and that these statements would be relied upon



1 by the Plaintiff and Class members.

2 123. As a direct and proximate result of Defendant’s violations of Cal. Civ. Code
3 §§ 1750, *et seq.*, Plaintiff and each Class member have suffered harm by paying
4 money to Defendant for the Class Products, which they would not have purchased
5 had they known the products were unlawfully, unfairly, and deceptively labeled and
6 contained foreign ingredients.

7 124. Plaintiff and the Class suffered monetary harm caused by Defendant because
8 (a) they would not have purchased the Class Products on the same terms absent
9 Defendant’s unlawful, unfair and deceptive conduct as set forth herein; (b) they paid
10 a price premium for the Class Products or chose them over competing products due
11 to Defendant’s misrepresentations and deceptive packaging, which falsely claimed
12 the products were “Made in the USA,” without qualification; and (c) the Class
13 Products contained foreign ingredients that were not properly disclosed.

14 125. Plaintiff was therefore harmed because Plaintiff’s money was taken by
15 Defendant as a result of Defendant’s false and unqualified “Made in the USA”
16 representation set forth on the labels of the Class Products.

17 126. Plaintiff and Class members reasonably relied upon Defendant’s
18 representations regarding the Class Products, and Plaintiff and the Class reasonably
19 expected that the Class Products would not be unlawfully labeled in an unfair,
20 deceptive and misleading manner.

21 127. Thus, Plaintiff and the Class reasonably relied to their detriment on
22 Defendant’s unfair, deceptive and misleading representations.

23 128. Pursuant to California Civil Code § 1782(a), on or about October 23, 2024,
24 Plaintiff sent Defendant a notice and demand for corrective action (the “CLRA
25 Demand”) via certified mail, informing Defendant of its violations of the CLRA
26 and demanding that it cease and desist from such violations, as well as make full
27 restitution by refunding all monies received in connection therewith.
28



1 129. A courtesy reminder letter was emailed to Defendant at
2 info@itsa10haircare.com on December 2, 2024.

3 130. As the alleged violations were not cured by Defendant within 30 days of the
4 CLRA Demand and remain unaddressed²⁸, Plaintiff, on behalf of herself and the
5 Class, seeks damages and attorneys' fees pursuant to California Civil Code §
6 1782(d).

7 131. As a direct and proximate result of Defendant's violations of the CLRA,
8 Plaintiff and members of the Class are entitled to a declaration that Defendant
9 violated the CLRA.

10 132. Under Cal. Civ. Code §§ 1780(a) and (b), Plaintiff and the putative Class are
11 entitled to, and hereby seek, injunctive relief to prohibit such conduct in the future,
12 as well as damages.

13 133. Attached hereto as **Exhibit B** is a sworn declaration from Plaintiff pursuant
14 to Cal. Civ. Code § 1780(d).

15 **SECOND CAUSE OF ACTION**
16 **Violations of California's Unfair Competition Law ("UCL")**
17 **(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

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

21 135. Plaintiff brings this claim individually and on behalf of the Class for
22 Defendant's violations of California's Unfair Competition Law, Cal. Bus. & Prof.
23 Code §§ 17200, *et seq.*

24 136. Plaintiff and Defendant are each "person[s]" as defined by California
25 Business & Professions Code § 17201.

26 _____
27 ²⁸
28 [https://web.archive.org/web/20250220172710/https://itsa10haircare.com/collectio
ns/all](https://web.archive.org/web/20250220172710/https://itsa10haircare.com/collectio
ns/all) (last accessed Feb. 20, 2025).

1 137. California Business & Professions Code § 17204 authorizes a private right of
2 action on both an individual and representative basis.

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

8 139. The definitions in § 17200 are drafted in the disjunctive, meaning that each
9 of these “wrongs” operates independently from the others.

10 140. Through the conduct alleged in detail above and herein, Defendant engaged
11 in unlawful, unfair, deceptive and/or fraudulent business practices in violation of
12 Bus. & Prof. Code §§ 17200, *et seq.*

13 **A. “Unlawful” Prong**

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

17 142. Defendant is alleged to have violated California law because the Class
18 Products are advertised and labeled as “Made in the USA,” without qualification,
19 when in fact they contain foreign ingredients.

20 143. Specifically, by manufacturing, distributing, and/or marketing the Class
21 Products with false, unfair and deceptive unqualified “Made in the USA” claims,
22 Defendant violates California’s CLRA, Civil Code §§ 1750, *et seq.*; California’s
23 Made in the USA Statute, Bus. & Prof. Code §§ 17533.7, *et seq.*; and/or the federal
24 Made in USA Labeling Rule, 16 C.F.R. Part 323. Defendant falsely, unfairly and
25 deceptively represents that the Class Products are “Made in the USA” without clear
26 and adequate qualification, despite containing ingredients and/or components that
27 are sourced, grown, or manufactured in foreign countries.
28

1 144. Defendant has other reasonably available alternatives to further its business
2 interests, aside from the unlawful conduct described herein, such as truthfully
3 labeling the Class Products with clear and adequate qualifications of the foreign
4 ingredients and components used therein.

5 145. Instead, Defendant deliberately and deceptively misled consumers through
6 unlawful and unfair practices for its own economic gain.

7 146. Plaintiff and Class members reserve the right to allege additional violations
8 of law that constitute unlawful business practices or acts, as such conduct is ongoing
9 and continues to this day.

10 **B. “Unfair” Prong**

11 147. Defendant has engaged in acts of unfair competition prohibited by Bus. &
12 Prof. Code §§ 17200, *et seq.*

13 148. The Defendant engaged in a pattern of unfair business practices that violate
14 both the letter and intent of the rules, regulations, and laws governing “Made in
15 USA” claims. Specifically, it employed conduct and practices that either threaten
16 or directly violate these laws by manufacturing, distributing, and/or marketing the
17 Class Products with unqualified, unfair, and deceptive “Made in the USA” claims.
18 These actions constitute violations of the CLRA and both federal and state “Made
19 in USA” statutes.

20 149. Additionally, Defendant engaged in a pattern of unfair business practices that
21 violate the wording and intent of the aforementioned statutes. These practices,
22 which are immoral, unethical, and unscrupulous, have caused harm to consumers
23 and run counter to public policy. The utility of such conduct, if any, is far
24 outweighed by the damage it causes, particularly through the manufacturing,
25 distribution, and/or marketing of the Class Products with unqualified, unfair, and
26 deceptive “Made in the USA” claims.

27 150. Defendant’s conduct includes, but is not limited to, manufacturing,
28 distributing, marketing, and/or advertising the Class Products with unqualified,



1 unfair, and deceptive U.S. origin claims. As a result: (1) the injury to consumers
2 was substantial; (2) the injury was not outweighed by any countervailing benefits
3 to consumers or competition; and (3) the injury was one that consumers could not
4 have reasonably avoided.

5 151. Without limitation, Defendant’s knowing mislabeling of the Class Products
6 constitutes an unfair and deceptive business practice, misleading consumers into
7 believing they are purchasing products made in the United States without foreign
8 ingredients. As a result, Plaintiff could not have reasonably avoided the injury
9 caused.

10 152. Plaintiff reserves the right to allege additional conduct that constitutes further
11 unfair business acts or practices.

12 **C. “Fraudulent” Prong**

13 153. Defendant violated the “fraudulent” prong of the UCL by misleading Plaintiff
14 and the Class to believe that the Class Products and/or all its ingredients were made
15 in the United States.

16 154. Particularly, the Class Products, including the Product Plaintiff purchased on
17 May 5, 2024, from the Marshalls store in Carlsbad, California, state on their PDP
18 that they are “Made in the USA” without any qualification, even though many of
19 the ingredients in the Class Products, including the Product Plaintiff purchased, do
20 not originate from the United States.

21 155. Relying on the unqualified “Made in the USA” language found on the
22 Product’s label, Plaintiff purchased the Product for approximately \$8.99, excluding
23 tax.

24 156. Like Plaintiff, Class members purchased the Class Products in reliance on the
25 unqualified “Made in the USA” or similar language found on the Class Products’
26 labels.

27 157. Plaintiff and the Class are not sophisticated experts in ingredient sourcing,
28 product labeling, or marketing practices of the Class Products. They acted



1 reasonably in purchasing the Class Products based on their belief that Defendant’s
2 unqualified representations were truthful and lawful.

3 158. Plaintiff reserves the right to allege additional conduct that constitutes further
4 fraudulent business acts or practices.

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

6 159. Defendant’s advertising is unfair, deceptive, untrue and/or misleading in that
7 consumers are led to believe that Defendant’s Class Products are “Made in the
8 USA” when Defendant’s Class Products are in fact made with or contain
9 ingredients and components that are not manufactured in the United States.

10 160. Plaintiff, reasonable consumers, and the public would likely be, and, in fact
11 were, deceived and misled by Defendant’s representations and advertising as they
12 would, and did, interpret the representation in accord with its ordinary usage, that
13 the Class Products are actually manufactured in the United States with ingredients
14 and components from the United States given the absence of clear and adequate
15 qualification of Defendant’s “Made in the USA” representations.

16 161. Additionally, Defendant’s advertising is unfair, deceptive, and misleading, as
17 it leads consumers to believe that the Class Products are “Made in the USA,”
18 without clear and adequate qualification, despite containing foreign-sourced,
19 grown, or manufactured ingredients and/or components.

20 162. Plaintiff, as a reasonable consumer, and the public would likely be, and in
21 fact were, deceived and misled by Defendant’s labeling and marketing. They would,
22 and did, interpret Defendant’s unqualified representations according to their
23 ordinary meaning—that the products are made in the USA without foreign
24 ingredients or components.

25 163. Plaintiff reserves the right to allege additional conduct that constitutes further
26 unfair, deceptive, untrue or misleading advertising.

27 164. Plaintiff and the Class lost money or property as a result of Defendant’s UCL
28 violations because, at a minimum: (a) they would not have purchased the Class



1 Products on the same terms had they known the true facts about Defendant's
2 representations; (b) they paid a price premium for the Class Products due to
3 Defendant's alleged misrepresentations; and (c) the Class Products were not made
4 in the USA with U.S.-sourced ingredients and components as represented.

5 165. Defendant's alleged unlawful, unfair, and deceptive business practices, along
6 with their unfair, deceptive, untrue, or misleading advertising, present a continuing
7 threat to Plaintiff, the Class, and the public as Defendant continues to engage in
8 unlawful conduct that harms consumers.

9 166. Such acts and omissions by Defendant are unlawful, unfair, and/or deceptive,
10 constituting violations of Business & Professions Code §§ 17200, *et seq.* Plaintiff
11 reserves the right to identify additional violations by Defendant as may be
12 uncovered through discovery.

13 167. As a direct and proximate result of the acts and representations described
14 above, Defendant has received and continues to receive unearned commercial
15 benefits at the expense of its competitors and the public.

16 168. As a direct and proximate result of Defendant's unlawful, unfair, and
17 fraudulent conduct described herein, Defendant has been, and will continue to be,
18 enriched by ill-gotten gains from customers, including Plaintiff, who unwittingly
19 provided money based on Defendant's false and unqualified representations.

20 169. Plaintiff was harmed because Defendant took Plaintiff's money through
21 unqualified, unfair, and deceptive representations made regarding the Class
22 Products.

23 170. The conduct of Defendant, as described above, demonstrates the need for
24 injunctive relief to restrain such acts of unfair competition pursuant to the California
25 Business and Professions Code. Unless enjoined by the court, Defendant will retain
26 the ability to, and may, continue engaging in unfair and deceptive competition and
27 misleading marketing. As a result, Plaintiff and the Class are entitled to both
28 injunctive and monetary relief.

1 171. Plaintiff wants to purchase the Class Products again but cannot be certain that
2 she would be misled in the future unless and until Defendant makes appropriate
3 changes to its Class Products’ labeling and marketing as is requested herein.

4 172. Pursuant to Bus. and Prof. Code § 17203, Plaintiff and the proposed Class
5 are entitled to, and hereby seek, injunctive relief to prevent Defendant from
6 continuing the conduct in question. Additionally, Plaintiff seeks public injunctive
7 relief regarding Defendant’s marketing and sale of products represented as “Made
8 in the USA” without clear and proper qualification.

9 173. In prosecuting this action to enforce important rights affecting the public
10 interest, Plaintiff seeks the recovery of attorneys’ fees and costs pursuant to, *inter*
11 *alia*, Cal. Civ. Proc. Code § 1021.5.

12 **THIRD CAUSE OF ACTION**
13 **Violations of California’s False Advertising Law (“FAL”)**
14 **(Cal. Bus. & Prof. Code §§ 17500, *et seq.*)**

15 174. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of
16 this First Amended Complaint as though fully set forth herein and further alleges as
17 follows:

18 175. California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code §
19 17500, states that “[i]t is unlawful for any ... corporation ... with intent ... to dispose
20 of ... personal property ... to induce the public to enter into any obligation relating
21 thereto, to make or disseminate or cause to be made or disseminated ... from this
22 state before the public in any state, in any newspaper or other publication, or any
23 advertising device, or by public outcry or proclamation, or in any other manner or
24 means whatever, including over the Internet, any statement...which is untrue or
25 misleading and which is known, or which by the exercise of reasonable care should
26 be known, to be untrue or misleading....”

27 176. Defendant’s material misrepresentations and omissions alleged herein violate
28 Bus. & Prof. Code § 17500, *et seq.* Defendant knew, or should have known, that its
misrepresentations and omissions were false, unfair, deceptive, and misleading,



1 including the unqualified representation that the Class Products were made in the
2 United States without foreign-grown, sourced, or manufactured ingredients and
3 components.

4 177. Plaintiff and the Class suffered tangible, concrete injuries as a result of
5 Defendant's actions, as set forth herein, because they purchased the Class Products
6 in reliance on Defendant's unqualified representations that the products were made
7 in the United States with domestic ingredients and components.

8 178. As a result, pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff and
9 members of the Class are entitled to injunctive relief, equitable relief, and
10 restitution.

11 179. Further, Plaintiff and members of the Class seek an order requiring Defendant
12 to disclose the misrepresentations and request an order awarding Plaintiff restitution
13 for the money wrongfully acquired by Defendant through those misrepresentations.

14 180. Additionally, Plaintiff seeks an order requiring Defendant to pay attorneys'
15 fees pursuant to, *inter alia*, Cal. Civ. Proc. Code § 1021.5.

16 **FOURTH CAUSE OF ACTION**
17 **Breach of Express Warranty**

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

21 182. Defendant represented to Plaintiff and similarly situated individuals, through
22 product packaging and marketing materials, that the Class Products were "Made in
23 the USA" without any qualification.

24 183. Defendant's representations regarding the Class Products' unqualified U.S.
25 origin constitute affirmations of fact.

26 184. Defendant's explicit claim that the Class Products are "Made in the USA"
27 pertains directly to the nature and composition of the products, forming a
28 fundamental part of the bargain between Defendant and purchasers.



1 185. Defendant’s statements—featured prominently on the Class Products’ PDP
2 and marketing materials—constitute an express warranty regarding the products’
3 U.S. origin, including their ingredients.

4 186. Relying on these express warranties, Plaintiff and Class members purchased
5 the Class Products, believing they were entirely manufactured in the United States
6 with ingredients and components sourced from the United States.

7 187. Defendant breached its express warranties because the Class Products
8 contained foreign-sourced ingredients and components, which were not disclosed
9 with any qualification, contradicting Defendant’s representations of an unqualified
10 U.S. origin.

11 188. As a result of Defendant’s breach, Plaintiff and Class members suffered harm
12 and are entitled to recover either the full purchase price of the Class Products or the
13 difference between their actual value and the value they would have held if entirely
14 made in the United States with domestic ingredients and components.

15 189. Plaintiff and Class members did not receive the benefit of their bargain and
16 sustained additional injuries as alleged herein.

17 190. Had Plaintiff and Class members known that the Class Products were not
18 genuinely “Made in the USA” with domestic ingredients and components, they
19 either would not have purchased the products or would not have paid the price
20 Defendant charged.

21 191. Defendant’s misrepresentation was a substantial factor in causing Plaintiff
22 and the Class economic harm.

23 **FIFTH CAUSE OF ACTION**
24 **Unjust Enrichment**

25 192. Plaintiff pleads this unjust enrichment cause of action in the alternative to
26 contract-based claims.

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

4 194. Under California law, the elements of unjust enrichment are the receipt of a
5 benefit and the unjust retention of that benefit at the expense of another.

6 195. Plaintiff and members of the Class conferred non-gratuitous benefits upon
7 Defendant by purchasing the Class Products, which Defendant represented as made
8 in the USA, without any qualification regarding the foreign ingredients contained
9 therein.

10 196. Plaintiff and members of the Class allege that Defendant owes them money
11 for the unjust conduct described herein that resulted in the wrongful acquisition of
12 funds.

13 197. An undue advantage was taken of Plaintiff's and the Class's lack of
14 knowledge of the deception, resulting in money being extracted to which Defendant
15 had no legal right.

16 198. Defendant is therefore indebted to Plaintiff and members of the Class in a
17 specific sum—the amount of money each paid for the Class Products, which
18 Defendant should not retain in equity and good conscience.

19 199. Defendant is therefore liable to Plaintiff and members of the Class for the
20 amount of unjust enrichment.

21 200. Defendant's retention of any benefit, whether directly or indirectly collected
22 from Plaintiff and members of the Class, violates principles of justice, equity, and
23 good conscience.

24 201. As a result, Defendant has been and continues to be unjustly enriched.

25 202. Plaintiff and the Class are entitled to recover from Defendant all amounts that
26 Defendant has wrongfully and improperly obtained, and Defendant should be
27 required to disgorge to Plaintiff and members of the Class the benefits it has unjustly
28 received.

1 203. Defendant accepted and retained such benefits with knowledge that Plaintiff's
2 and members of the Class's rights were being violated for financial gain. Defendant
3 has been unjustly enriched by retaining the revenues and profits obtained from
4 Plaintiff and members of the Class, and such retention under these circumstances is
5 both unjust and inequitable.

6 204. As a direct and proximate result of Defendant's unlawful practices and the
7 retention of monies paid by Plaintiff and members of the Class, Plaintiff and the
8 Class have suffered concrete harm and injury.

9 205. Defendant's retention of the non-gratuitous benefits conferred upon it by
10 Plaintiff and members of the Class would be unjust and inequitable.

11 206. Plaintiff and members of the Class are entitled to seek disgorgement and
12 restitution of wrongful profits, revenue, and benefits conferred upon Defendant, in
13 a manner to be determined by this Court.

14 **SIXTH CAUSE OF ACTION**
15 **Negligent Misrepresentation**

16 207. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of
17 this First Amended Complaint as though fully set forth herein, and further alleges
18 as follows:

19 208. Defendant has represented to the public, including Plaintiff and the Class,
20 through its marketing, advertising, labeling, and other means, that the Class
21 Products are "Made in the USA" without any qualification. This is misleading, as a
22 substantial portion of the ingredients used in the Class Products are sourced from
23 outside the United States.

24 209. Plaintiff alleges that Defendant made these negligent, unqualified
25 representations with the intent to induce the public, including Plaintiff and the
26 putative Class members, to purchase the Class Products.



1 210. Plaintiff and other similarly situated persons saw, believed, and relied upon
2 Defendant's negligent, unqualified "Made in the USA" representations, and
3 purchased the Class Products based on that reliance.

4 211. At all relevant times, Defendant made the negligent, unqualified
5 representations alleged herein, knowing or reasonably should have known, that such
6 representations were unfair, deceptive, inaccurate, and misleading.

7 212. As a direct and proximate result of Defendant's negligent, unqualified
8 misrepresentations, Plaintiff and similarly situated consumers were induced to
9 purchase the Class Products, purchase more of them, pay a higher price, or choose
10 them over competitors' products. These unlawful, unfair, and deceptive acts caused
11 damages in an amount to be determined at trial for the Class Period.

12 **SEVENTH CAUSE OF ACTION**
13 **Intentional Misrepresentation**

14 213. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of
15 this First Amended Complaint as though fully set forth herein, and further alleges
16 as follows:

17 214. From an unknown date until the filing of this Complaint, Defendant
18 knowingly represented to Plaintiff and others similarly situated, through product
19 labeling and marketing practices, that the Class Products were "Made in the USA"
20 without qualification of foreign ingredients.

21 215. Defendant acted intentionally by willfully and purposefully printing
22 inaccurate and unqualified marketing statements on the labels of the Class Products.

23 216. However, as described above, the unqualified "Made in the USA"
24 representations are unfair, deceptive, false, and misleading.

25 217. Defendant knew these representations were false and, over a period of years,
26 continued to label the Class Products as "Made in the USA" without qualifying the
27 presence of foreign ingredients.
28



1 218. Defendant further knew that retailers were marketing the Class Products in
2 false or misleading ways, as Defendant designed, manufactured, and affixed the
3 product labeling to the Class Products before supplying them to the retailers.

4 219. Plaintiff and the putative Class members saw, believed, and relied on
5 Defendant's misrepresentations when deciding to purchase the Class Products.

6 220. As a direct and proximate result of Defendant's intentional
7 misrepresentations, Plaintiff and the putative Class members suffered damages in
8 an amount to be determined at trial.

9 221. By engaging in the acts described above, Plaintiff and the putative Class are
10 entitled to recover exemplary or punitive damages.

11 **PRAYER FOR RELIEF**

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

- 14 • Certification of this action as a class action;
- 15 • Appointment of Plaintiff as Class Representative;
- 16 • Appointment of Plaintiff's attorneys as Class Counsel;
- 17 • That Defendant's wrongful conduct alleged herein be adjudged and decreed
18 to violate the consumer protection statutes asserted herein;
- 19 • An Order declaring that Defendant's conduct violated the CLRA, California
20 Civil Code §§ 1750, *et seq.*, and awarding injunctive relief pursuant to Cal.
21 Civ. Code §§ 1780(a) and (b);
- 22 • An Order declaring that Defendant's conduct violated California's Unfair
23 Competition Law, California Business & Professions Code §§ 17200, *et seq.*;
24 and awarding injunctive relief pursuant to Bus. & Prof. Code § 17203;
- 25 • An Order requiring Defendant to disgorge all monies, revenues, and profits
26 obtained by means of any wrongful act or practice;
- 27 • An Order requiring the imposition of a constructive trust and/or disgorgement
28 of Defendant's ill-gotten gains, compelling Defendant to pay restitution to





1 Plaintiff and all members of the Class, and to restore to Plaintiff and Class
2 members all funds acquired through any act or practice declared by this Court
3 to be unlawful, fraudulent, unfair, or deceptive; in violation of laws, statutes,
4 or regulations; or constituting unfair competition, along with pre- and post-
5 judgment interest thereon;

- 6 • For pre and post-judgment interest on all amounts awarded;
- 7 • For an order of restitution and all other forms of equitable monetary relief, as
- 8 pleaded, including awarding such relief pursuant to Bus. & Prof. Code §
- 9 17535 and/or Bus. & Prof. Code § 17203;
- 10 • Actual damages under California Civil Code § 1780(a);
- 11 • For public injunctive relief as pleaded or as the Court may deem proper;
- 12 • That Defendant be enjoined from continuing the wrongful conduct alleged
- 13 herein and required to comply with all applicable laws;
- 14 • Punitive damages including under California Civil Code § 1780(a) and/or Cal.
- 15 Civ. Code § 3294;
- 16 • General and compensatory damages in an amount to be determined at trial;
- 17 • That Plaintiff and each of the other members of the Class recover their costs
- 18 of suit, including reasonable attorneys’ fees and expenses pursuant to, *inter*
- 19 *alia*, California Code of Civil Procedure § 1021.5 and California Civil Code
- 20 § 1780; and
- 21 • That Plaintiff and the members of the Class be granted any other relief the
- 22 Court may deem just and proper.

23 **DEMAND FOR TRIAL BY JURY**

24 223. Plaintiff, individually and on behalf of all others similarly situated, hereby
25 demands a jury trial on all claims so triable.

26
27 \\
28 \\
29

Dated: August 21, 2025

Respectfully submitted,

KAZEROUNI LAW GROUP, APC

By: /s/ Abbas Kazerounian

Abbas Kazerounian, Esq.

ATTORNEYS FOR PLAINTIFF

Additional Plaintiff's Counsel

KAZEROUNI LAW GROUP, APC

Jason A. Ibey, Esq. (SBN: 284607)

jason@kazlg.com

321 N Mall Drive, Suite R108

St. George, UT 84790

Telephone: (800) 400-6808

Facsimile: (800) 520-5523

