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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.: '25CV0377 GPC BLM

CLASS ACTION

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

2. The unlawfully represented products are sold through various channels, including, but not limited to, direct-to-consumer sales on the Defendant’s website, third-party platforms such as Amazon.com, professional haircare salons, and third-party merchants operating in brick-and-mortar stores like Marshall’s.

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

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

Simply stated: labels matter. The marketing industry is based on the premise that labels matter, that consumers will choose one product over another similar product based on its label and various tangible and intangible qualities that may come to associate with a particular source. . . . In particular . . . **the “Made in U.S.A.” label matters.** A range of motivations may fuel this preference, 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; see also Cal. Civ. Code § 1770, subd. (a)(4) (prohibiting deceptive representations. Of geographic origin)). The

objective of section 17533.7 “is to protect consumers from 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. It’s a 10’s products are labeled with the express, unqualified representation that they are “Made in the USA,” either on the Principal Display Panel or another prominent and conspicuous location on the product label. This claim appears on nearly every product manufactured, sold, or distributed by the Defendant, including the product purchased by the Plaintiff.

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

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

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

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

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

11. In addition to the unqualified “Made in the USA” representation on the Product, It’s a 10’s other haircare products—including, but not limited to, those

1 featured on its website¹ (together with the Product, the “Class Products”)—also
 2 display the same unqualified “Made in the USA” representation or a similar
 3 unqualified U.S. origin claim.

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 limited liability company with its headquarters and principal place of
 9 business in Florida, and on information and belief, all of Defendant’s members are
 10 located in Florida, including its managing member, Carolyn Aronson; (2) the amount
 11 in controversy in this matter exceeds \$5,000,000, exclusive of interest and costs; and
 12 (3) there are more than one hundred (100) people in the putative class.

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

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 San Diego, State of California, and
 21 within this judicial district.

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

26
 27
 28 ¹ <https://web.archive.org/web/20250208024752/https://itsa10haircare.com/collections/all> (last accessed on February 7, 2025)

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

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

NATURE OF THE CASE

18. Upon information and belief, Defendant is among the leading hair care companies in the United States. It is estimated that Defendant's revenue is over \$500 million annually.²

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

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

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

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

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

²

<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 February 7, 2025)

24. Each consumer, including Plaintiff, was exposed to the same material misrepresentations, as similar labels were placed on all Class Products sold—and currently sold—throughout the United States, including in California.

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

26. Specifically, the MUSA Rule clearly defines the meaning of “Made in the United States,” including synonymous phrases,³ as well as when it can be used without clear and adequate qualification notifying consumers that the good or service in question contains or is made with ingredients or components that are not made or sourced in the United States.⁴

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

³ See 16 C.F.R. § 323.1(a) (“The term Made in the United States means any unqualified representation, express or implied, that a product or service, or a specified component thereof, is of U.S. origin, including, but not limited to, a representation that such product or service is ‘made,’ ‘manufactured,’ ‘built,’ ‘produced,’ ‘created,’ or ‘crafted’ in the United States or in America, or any other unqualified U.S.-origin claim.”) (emphasis added).

⁴ See 16 C.F.R. § 323.2 Prohibited Acts (“In connection with promoting or offering for sale any good or service, in or affecting commerce as ‘commerce’ is defined in section 4 of the Federal Trade Commission Act, 15 U.S.C. 44, it is an unfair or 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 28. As a result, Plaintiff and other similarly situated consumers overpaid for the
2 Class Products, purchased the Class Products over the products of competitors,
3 and/or purchased the Class Products under the belief that the product they purchased
4 was made in the United States and did not contain numerous ingredients and
5 components from outside the United States.

6 29. Despite the clearly established and well-defined federal rules regarding
7 “Made in the United States” claims, Defendant falsely, unfairly and deceptively
8 advertised, marketed and sold its products, including the Product purchased by
9 Plaintiff, as “Made in the USA” without clear and adequate qualification informing
10 consumers of the presence of foreign ingredients and/or components as further
11 discussed herein.

12 30. Had Plaintiff and other similarly situated consumers been made aware that
13 the Class Products contained a substantial amount of ingredients sourced from
14 outside of the United States, they would not have purchased the Class Products.

15 31. As a result of Defendant’s false, unfair, and deceptive statements and/or their
16 failure to disclose the true nature of the Class Products, along with the other conduct
17 described herein, Plaintiff and similarly situated consumers purchased hundreds of
18 thousands of units of the Class Products in California and across the United States,
19 and have suffered and continue to suffer harm, including the loss of money and/or
20 property.

21 32. Defendant’s conduct, as alleged herein, violates several California laws, as
22 detailed below.

23 33. This action seeks, among other things, equitable and injunctive relief, public
24 injunctive relief, restitution of all amounts unlawfully retained by Defendant, and
25 disgorgement of all ill-gotten profits resulting from Defendant’s alleged
26 wrongdoing.

27 34. Unless enjoined, Defendant's unfair, deceptive and unlawful conduct will
28 continue into the future, and Plaintiff and members of the Class will continue to

1 suffer harm.

2 **FACTUAL ALLEGATIONS**

3 35. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of
4 this Class Action Complaint as if fully stated herein.

5 36. Defendant produces, markets, and advertises various products, including the
6 Product purchased by Plaintiff, as “Made in the USA,” without clear or adequate
7 qualification.

8 37. Regardless of where the Defendant placed its unqualified “Made in the USA”
9 representations on the Class Products, these representations would still violate the
10 MUSA Rule as discussed above. However, in the case of the Class Products, the
11 claim is highly impactful and intentionally placed on the Principal Display Panel
12 (“PDP”)—the most prominent and conspicuous location for a consumer packaged
13 goods company to present a claim.

14 38. A product’s PDP is the part that faces the consumer when placed on a shelf
15 or displayed on a website, allowing the consumer to view its claims without needing
16 to turn the product around.

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

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

25 41. Below is an example of the aforementioned representation that appears on
26 the packaging of the Class Products:
27
28



42. 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.

43. As a result of the unqualified U.S. origin claims on the Class Products' packaging, consumers have been misled for years, leading to both initial and repeat purchases of products they believed were made in the United States with ingredients

1 and components sourced from the United States.

2 44. Despite the clear and unqualified claim that the Class Products were "Made
3 in the USA," they are substantially made with foreign ingredients, a fact that is not
4 properly disclosed on the label, as required by the MUSA Rule and California law.

5 45. For example, the Product purchased by the Plaintiff contains palm oil⁵,
6 *Camellia sinensis* (tea) leaf extract⁶, hydrolyzed silk⁷, and silk amino acids, none of
7 which originate from the United States. Upon information and belief, the Product
8 also contains additional ingredients and components that are not sourced from the
9 United States.

10 46. Defendant's Miracle Moisture Shampoo contains acai berry extract⁸, along
11 with other ingredients and components that are not sourced from the United States.
12 Despite this, its packaging prominently states "Made in the USA" without clear and
13 adequate qualification.

14 47. Numerous other products from the Defendant make the same unqualified
15 "Made in the USA" claims despite containing foreign ingredients. For example, the
16 Defendant's Silk Express Miracle Daily Shampoo contains palm oil and hydrolyzed
17

18 ⁵ See <https://www.fas.usda.gov/data/production/commodity/4243000> (According
19 to the U.S. Department of Agriculture, palm oil is not produced in the United
20 States.)

21 ⁶ See <https://www.fao.org/faostat/en/#data/QCL/visualize> (Select Item: Tea leaves.
22 According to the Food and Agriculture Organization of the United Nations, tea is
23 not produced in commercial quantities in the United States.)

24 ⁷ See <https://www.fao.org/faostat/en/#data/QCL/visualize> (Select Item: Raw silk.
25 According to the Food and Agriculture Organization of the United Nations, silk is
26 not produced in commercial quantities in the United States.)

27 ⁸ See [https://www.utep.edu/herbal-safety/herbal-
28 facts/herbal%20facts%20sheet/acai.html](https://www.utep.edu/herbal-safety/herbal-facts/herbal%20facts%20sheet/acai.html) ("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.")

1 silk, Miracle Daily Conditioner contains silk amino acids, and Miracle Blowdry
2 Volumizer contains hydrolyzed silk.

3 48. By failing to disclose the use of foreign ingredients and components,
4 Defendant has unfairly and deceptively misrepresented the Class Products as being
5 of purely U.S. origin.

6 49. Defendant possesses superior knowledge of the true facts, which were not
7 disclosed, thereby tolling the applicable statute of limitations.

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

14 51. American consumers generally perceive products, ingredients, and
15 components of U.S. origin as being of higher quality than their foreign counterparts.

16 52. On information and belief, Defendant either charged a premium for the Class
17 Products compared to its competitors or gained a competitive advantage by having
18 the Class Products chosen over others based on false, unqualified “Made in the
19 USA” claims. Federal rules and California laws are designed to protect consumers
20 from such false representations and predatory conduct.

21 **FACTS SPECIFIC TO PLAINTIFF MARIA CORONA**

22 53. On or about May 5, 2024, Plaintiff visited the Marshalls store at 1834 Marron
23 Road, Carlsbad, California 92008 seeking to purchase haircare products, among
24 other items.

25 54. While browsing various haircare products available for purchase, the
26 Plaintiff observed the Product displayed for sale with a representation on its PDP
27 stating “Made in the USA” without any qualification, despite the inclusion of
28 foreign ingredients in its formulation.

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

6 56. Plaintiff’s reliance on Defendant’s unqualified “Made in the USA”
7 representation was reasonable, as consumers are accustomed to seeing disclosures
8 like “Made in the USA with globally sourced ingredients” or similar qualified
9 variations on product packaging—if and when such U.S. origin claims are made.
10 When consumers encounter an unqualified “Made in the USA” or similar claim,
11 they reasonably assume the product contains no foreign-sourced ingredients or
12 components.

13 57. Defendant’s representations regarding the Class Products were unfair,
14 deceptive, and misleading, as the Class Products were actually made with and/or
15 contained ingredients or components sourced, grown, or manufactured outside the
16 United States.

17 58. Accordingly, Defendant is not entitled to lawfully make unqualified
18 representations that the products were “Made in the USA.”

19 59. Such unqualified representations that the Product was made in the USA were
20 material to Plaintiff’s decision to purchase the Product.

21 60. Indeed, in deciding to purchase the Product, Plaintiff relied on the labeling,
22 marketing, and/or advertising prepared and approved by Defendant and its agents,
23 as disseminated through the Class Products’ packaging containing the
24 misrepresentations alleged herein.

25 61. Had the Plaintiff known that the Product, the Class Products, and their
26 ingredients were not actually of U.S. origin, she would not have purchased the
27 Product.

28 62. In other words, Plaintiff would not have purchased the Product but for the



1 unqualified “Made in the USA” claim on the Product and Class Products.

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

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

8 65. Consequently, Plaintiff and other similarly situated consumers were deceived
9 by Defendant’s actions.

10 66. Plaintiff believed, at the time of purchase, that the Product was of superior
11 quality and that she was supporting U.S. jobs, the U.S. economy, the environment,
12 and ethical working conditions by purchasing a product made with U.S.-sourced
13 ingredients, rather than ingredients sourced, grown, or made outside the United
14 States.

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

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

22 69. Additionally, foreign-sourced, grown, or manufactured ingredients and
23 components are generally of lower quality and less reliable than their U.S. origin
24 counterparts.

25 70. False, unqualified, unfair and deceptive representation that products are
26 “Made in the USA” reduces overall customer satisfaction compared to if such
27 products were genuinely made in the U.S. using ingredients and components
28 sourced, grown, or made domestically.

1 71. Upon information and belief, the Class Products, including the Product
2 purchased by Plaintiff, contain foreign ingredients and are not worth the purchase
3 price paid by Plaintiff and putative Class members.

4 72. The precise amount of damages will be proven at the time of trial.

5 73. Plaintiff and Class members were harmed as a result of Defendant's false,
6 unqualified, unfair and deceptive "Made in the USA" representations alleged
7 herein.

8 74. This false, unfair, and deceptive advertising of the Class Products by
9 Defendant presents an ongoing threat to consumers, as Defendant's conduct
10 continues to this day.

11 **CLASS ALLEGATIONS**

12 75. Plaintiff brings this action on behalf of Plaintiff and all others similarly
13 situated.

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

16 All persons in California who purchased one or more of
17 the Class Products labeled "Made in the USA" or any
18 derivative thereof on the product or packaging, and that
19 were made with or contained ingredients or components
20 not grown or manufactured in the USA, within four years
prior to the filing of this Complaint.

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

1 78. 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 79. 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 80. 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 Class Products are or have been represented as being of
14 U.S. origin without clear and adequate qualification;
- 15 • Whether Defendant negligently or intentionally misrepresented
16 or omitted the fact that the Class Products, including the Product
17 purchased by the Plaintiff and other Class members, were sold illegally
18 in California;
- 19 • Whether Defendant knew or should have known that its business
20 practices were unfair and/or unlawful;
- 21 • Whether Defendant's conduct violated the CLRA;
- 22 • Whether Defendant's conduct violated the FAL;
- 23 • Whether Defendant's conduct was "unlawful" as that term is
24 defined in the UCL;
- 25 • Whether Defendant's conduct was "unfair" as that term is
26 defined in the UCL;
- 27 • Whether Defendant was unjustly enriched by its unlawful, unfair
28 and deceptive business practices;

- Whether Plaintiff and members of the Class suffered monetary damages as a result of Defendant's conduct and, if so, the appropriate amount of damages; and
- Whether Plaintiff and members of the Class are entitled to injunctive relief, including public injunctive relief.

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

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

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

84. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Class treatment of common questions

1 of law and fact is superior to multiple individual actions or piecemeal litigation.
2 Absent a class action, most members of the Class would likely find that the cost of
3 litigating their individual claims is prohibitively high and would therefore have no
4 effective remedy. The prosecution of separate actions by individual members of the
5 Class would create a risk of inconsistent or varying adjudications with respect to
6 individual members of the Class, which would establish incompatible standards of
7 conduct for Defendant. In contrast, the conduct of this action as a class action
8 presents far fewer management difficulties, conserves judicial resources and the
9 parties' resources, and protects the rights of each Class Member.

10 85. Unless the Class is certified, Defendant will retain monies received as a result
11 of Defendant's unlawful, unfair and deceptive conduct alleged herein. Unless a
12 class-wide injunction is issued, Defendant will also likely continue to advertise,
13 market, label, promote and package the Class Products in an unlawful, unfair,
14 deceptive and misleading manner, and members of the Class will continue to be
15 deceived, misled, harmed, and denied their rights under California law.

16 86. Defendant has acted on grounds that apply generally to the Class, so that
17 Class certification is appropriate.
18

19 CAUSES OF ACTION

20 FIRST CAUSE OF ACTION

21 **Violations of the Consumer Legal Remedies Act ("CLRA")** 22 **(Cal. Civ. Code § 1750, *et seq.*)**

23 87. 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 88. California Civil Code Section 1750, *et seq.*, entitled the Consumer Legal
26 Remedies Act ("CLRA"), provides a list of "unfair or deceptive" practices in a
27 "transaction" relating to the sale of "goods" or "services" to a "consumer."

28 89. 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.

90. 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.

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

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

93. Defendant is a "person" as defined by Cal. Civ. Code § 1761(c).

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

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

96. Each of Plaintiff's and the Class members' purchases of Defendant's products constituted a "transaction" as defined pursuant to Civil Code Section 1761(e).

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

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 or lease of goods or services to any consumer are unlawful: ...

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

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

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

(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.

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

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

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

101. As a direct and proximate result of Defendant’s violations of Cal. Civ. Code §§ 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 unlawfully, unfairly, and deceptively labeled and contained foreign ingredients.

102. Plaintiff and the Class suffered monetary harm caused by Defendant because (a) they would not have purchased the Class Products on the same terms absent Defendant’s unlawful, unfair and deceptive conduct as set forth herein; (b) they paid a price premium for the Class Products or chose them over competing products due to Defendant’s misrepresentations and deceptive packaging, which falsely



1 claimed the products were “Made in the USA,” without qualification; and (c) the
2 Class Products contained foreign ingredients that were not properly disclosed.

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

6 104. Plaintiff and Class members reasonably relied upon Defendant’s
7 representations regarding the Class Products, and Plaintiff and the Class reasonably
8 expected that the Class Products would not be unlawfully labeled in a unfair,
9 deceptive and misleading manner.

10 105. Thus, Plaintiff and the Class reasonably relied to their detriment on
11 Defendant’s unfair, deceptive and misleading representations.

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

17 107. A courtesy reminder letter was emailed to Defendant at
18 info@itsa10haircare.com on December 2, 2024.

19 108. As the alleged violations were not cured by Defendant within 30 days of the
20 CLRA Demand and remain unaddressed⁹, Plaintiff, on behalf of herself and the
21 Class, seeks damages and attorneys’ fees pursuant to California Civil Code §
22 1782(d).

23 109. As a direct and proximate result of Defendant’s violations of the CLRA,
24 Plaintiff and members of the Class are entitled to a declaration that Defendant
25 violated the CLRA.

26 _____
27 ⁹
28 <https://web.archive.org/web/20250220172710/https://itsa10haircare.com/collections/all> (last accessed Feb. 20, 2025).

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

4 111. 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 of California’s Unfair Competition Law (“UCL”)**
9 **(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

10 112. 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:

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

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

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

19 116. “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
22 or practice, (3) a “fraudulent” business act or practice, and (4) “unfair, deceptive,
23 untrue or misleading advertising.”

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

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



A. “Unlawful” Prong

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

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

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

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

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

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

B. “Unfair” Prong

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

1 126. The Defendant engaged in a pattern of unfair business practices that violate
2 both the letter and intent of the rules, regulations, and laws governing "Made in
3 USA" claims. Specifically, it employed conduct and practices that either threaten
4 or directly violate these laws by manufacturing, distributing, and/or marketing the
5 Class Products with unqualified, unfair, and deceptive "Made in the USA" claims.
6 These actions constitute violations of the CLRA and both federal and state "Made
7 in USA" statutes.

8 127. Additionally, Defendant engaged in a pattern of unfair business practices that
9 violate the wording and intent of the aforementioned statutes. These practices,
10 which are immoral, unethical, and unscrupulous, have caused harm to consumers
11 and run counter to public policy. The utility of such conduct, if any, is far
12 outweighed by the damage it causes, particularly through the manufacturing,
13 distribution, and/or marketing of the Class Products with unqualified, unfair, and
14 deceptive "Made in the USA" claims.

15 128. Defendant's conduct includes, but is not limited to, manufacturing,
16 distributing, marketing, and/or advertising the Class Products with unqualified,
17 unfair, and deceptive U.S. origin claims. As a result: (1) the injury to consumers
18 was substantial; (2) the injury was not outweighed by any countervailing benefits
19 to consumers or competition; and (3) the injury was one that consumers could not
20 have reasonably avoided.

21 129. Without limitation, Defendant's knowing mislabeling of the Class Products
22 constitutes an unfair and deceptive business practice, misleading consumers into
23 believing they are purchasing products made in the United States without foreign
24 ingredients. As a result, Plaintiff could not have reasonably avoided the injury
25 caused.

26 130. Plaintiff reserves the right to allege additional conduct that constitutes further
27 unfair business acts or practices.
28

C. “Fraudulent” Prong

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

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

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

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

135. Plaintiff and the Class are not sophisticated experts in ingredient sourcing, product labeling, or marketing practices of the Class Products. They acted reasonably in purchasing the Class Products based on their belief that Defendant’s unqualified representations were truthful and lawful.

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

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

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

138. Plaintiff, reasonable consumers, and the public would likely be, and, in fact were, deceived and misled by Defendant’s representations and advertising as they

1 would, and did, interpret the representation in accord with its ordinary usage, that
2 the Class Products are actually manufactured in the United States with ingredients
3 and components from the United States given the absence of clear and adequate
4 qualification of Defendant's "Made in the USA" representations.

5 139. Additionally, Defendant's advertising is unfair, deceptive, and misleading, as
6 it leads consumers to believe that the Class Products are "Made in the USA,"
7 without clear and adequate qualification, despite containing foreign-sourced,
8 grown, or manufactured ingredients and/or components.

9 140. Plaintiff, as a reasonable consumer, and the public would likely be, and in
10 fact were, deceived and misled by Defendant's labeling and marketing. They would,
11 and did, interpret Defendant's unqualified representations according to their
12 ordinary meaning—that the products are made in the USA without foreign
13 ingredients or components.

14 141. Plaintiff reserves the right to allege additional conduct that constitutes further
15 unfair, deceptive, untrue or misleading advertising.

16 142. Plaintiff and the Class lost money or property as a result of Defendant's UCL
17 violations because, at a minimum: (a) they would not have purchased the Class
18 Products on the same terms had they known the true facts about Defendant's
19 representations; (b) they paid a price premium for the Class Products due to
20 Defendant's alleged misrepresentations; and (c) the Class Products were not made
21 in the USA with U.S.-sourced ingredients and components as represented.

22 143. Defendant's alleged unlawful, unfair, and deceptive business practices, along
23 with their unfair, deceptive, untrue, or misleading advertising, present a continuing
24 threat to Plaintiff, the Class, and the public as Defendant continues to engage in
25 unlawful conduct that harms consumers.

26 144. Such acts and omissions by Defendant are unlawful, unfair, and/or deceptive,
27 constituting violations of Business & Professions Code §§ 17200, *et seq.* Plaintiff
28

1 reserves the right to identify additional violations by Defendant as may be
2 uncovered through discovery.

3 145. As a direct and proximate result of the acts and representations described
4 above, Defendant has received and continues to receive unearned commercial
5 benefits at the expense of its competitors and the public.

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

10 147. Plaintiff was harmed because Defendant took Plaintiff's money through
11 unqualified, unfair, and deceptive representations made regarding the Class
12 Products.

13 148. The conduct of Defendant, as described above, demonstrates the need for
14 injunctive relief to restrain such acts of unfair competition pursuant to the California
15 Business and Professions Code. Unless enjoined by the court, Defendant will retain
16 the ability to, and may, continue engaging in unfair and deceptive competition and
17 misleading marketing. As a result, Plaintiff and the Class are entitled to both
18 injunctive and monetary relief.

19 149. Plaintiff wants to purchase the Class Products again but cannot be certain that
20 she would be misled again in the future unless and until Defendant makes
21 appropriate changes to its Class Products' labeling and marketing as is requested
22 herein.

23 150. Pursuant to Bus. and Prof. Code § 17203, Plaintiff and the proposed Class
24 are entitled to, and hereby seek, injunctive relief to prevent Defendant from
25 continuing the conduct in question. Additionally, Plaintiff seeks public injunctive
26 relief regarding Defendant's marketing and sale of products represented as "Made
27 in the USA" without clear and proper qualification.
28

1 151. In prosecuting this action to enforce important rights affecting the public
2 interest, Plaintiff seeks the recovery of attorneys' fees and costs pursuant to, *inter*
3 *alia*, Cal. Civ. Proc. Code § 1021.5.

4
5 **THIRD CAUSE OF ACTION**
6 **Violations of California's False Advertising Law ("FAL")**
7 **(Cal. Bus. & Prof. Code §§ 17500, *et seq.*)**

8 152. 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:

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

19 154. Defendant's material misrepresentations and omissions alleged herein violate
20 Bus. & Prof. Code § 17500, *et seq.* Defendant knew, or should have known, that its
21 misrepresentations and omissions were false, unfair, deceptive, and misleading,
22 including the unqualified representation that the Class Products were made in the
23 United States without foreign-grown, sourced, or manufactured ingredients and
24 components.

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

1 156. As a result, pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff and
2 members of the Class are entitled to injunctive relief, equitable relief, and
3 restitution.

4 157. Further, Plaintiff and the members of the Class seek an order requiring
5 Defendant to disclose the misrepresentations and request an order awarding
6 Plaintiff restitution for the money wrongfully acquired by Defendant through those
7 misrepresentations.

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

10
11 **FOURTH CAUSE OF ACTION**
12 **Breach of Express Warranty**

13 159. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of
14 this Complaint as though fully set forth herein and further alleges as follows:

15 160. Defendant represented to Plaintiff and similarly situated individuals, through
16 product packaging and marketing materials, that the Class Products were “Made in
17 the USA” without any qualification.

18 161. Defendant’s representations regarding the Class Products’ unqualified U.S.
19 origin constitute affirmations of fact.

20 162. Defendant’s explicit claim that the Class Products are “Made in the USA”
21 pertains directly to the nature and composition of the products, forming a
22 fundamental part of the bargain between Defendant and purchasers.

23 163. Defendant’s statements—featured prominently on the Class Products’ PDP
24 and marketing materials—constitute an express warranty regarding the products’
25 U.S. origin, including their ingredients.

26 164. Relying on these express warranties, Plaintiff and Class members purchased
27 the Class Products, believing they were entirely manufactured in the United States
28 with ingredients and components sourced from the United States.



1 165. Defendant breached its express warranties because the Class Products
2 contained foreign-sourced ingredients and components, which were not disclosed
3 with any qualification, contradicting Defendant's representations of an unqualified
4 U.S. origin.

5 166. As a result of Defendant's breach, Plaintiff and Class members suffered harm
6 and are entitled to recover either the full purchase price of the Class Products or the
7 difference between their actual value and the value they would have held if entirely
8 made in the United States with domestic ingredients and components.

9 167. Plaintiff and Class members did not receive the benefit of their bargain and
10 sustained additional injuries as alleged herein.

11 168. Had Plaintiff and Class members known that the Class Products were not
12 genuinely "Made in the USA" with domestic ingredients and components, they
13 either would not have purchased the products or would not have paid the price
14 Defendant charged.

15 169. Defendant's misrepresentation was a substantial factor in causing Plaintiff
16 and the Class economic harm.

17 **FIFTH CAUSE OF ACTION**
18 **Unjust Enrichment**

19 170. Plaintiff pleads this unjust enrichment cause of action in the alternative to
20 contract-based claims.

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

23 172. Under California law, the elements of unjust enrichment are the receipt of a
24 benefit and the unjust retention of that benefit at the expense of another.

25 173. Plaintiff and members of the Class conferred non-gratuitous benefits upon
26 Defendant by purchasing the Class Products, which Defendant represented as made
27 in the USA, without any qualification regarding the foreign ingredients contained
28 therein.

1 174. Plaintiff and members of the Class allege that Defendant owes them money
2 for the unjust conduct described herein that resulted in the wrongful acquisition of
3 funds.

4 175. An undue advantage was taken of Plaintiff's and the Class's lack of
5 knowledge of the deception, resulting in money being extracted to which Defendant
6 had no legal right.

7 176. Defendant is therefore indebted to Plaintiff and members of the Class in a
8 specific sum—the amount of money each paid for the Class Products, which
9 Defendant should not retain in equity and good conscience.

10 177. Defendant is therefore liable to Plaintiff and members of the Class for the
11 amount of unjust enrichment.

12 178. Defendant's retention of any benefit, whether directly or indirectly collected
13 from Plaintiff and members of the Class, violates principles of justice, equity, and
14 good conscience.

15 179. As a result, Defendant has been and continues to be unjustly enriched.

16 180. Plaintiff and the Class are entitled to recover from Defendant all amounts that
17 Defendant has wrongfully and improperly obtained, and Defendant should be
18 required to disgorge to Plaintiff and members of the Class the benefits is has
19 unjustly received.

20 181. Defendant accepted and retained such benefits with knowledge that Plaintiff's
21 and members of the Class's rights were being violated for financial gain. Defendant
22 has been unjustly enriched by retaining the revenues and profits obtained from
23 Plaintiff and members of the Class, and such retention under these circumstances is
24 both unjust and inequitable.

25 182. As a direct and proximate result of Defendant's unlawful practices and the
26 retention of monies paid by Plaintiff and members of the Class, Plaintiff and the
27 Class have suffered concrete harm and injury.
28

1 183. Defendant's retention of the non-gratuitous benefits conferred upon it by
2 Plaintiff and members of the Class would be unjust and inequitable.

3 184. Plaintiff and members of the Class are entitled to seek disgorgement and
4 restitution of wrongful profits, revenue, and benefits conferred upon Defendant, in
5 a manner to be determined by this Court.

6
7 **SIXTH CAUSE OF ACTION**
8 **Negligent Misrepresentation**

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

11 186. Defendant has represented to the public, including Plaintiff and the Class,
12 through its marketing, advertising, labeling, and other means, that the Class
13 Products are "Made in the USA" without any qualification. This is misleading, as a
14 substantial portion of the ingredients used in the Class Products are sourced from
15 outside the United States.

16 187. Plaintiff alleges that Defendant made these negligent, unqualified
17 representations with the intent to induce the public, including Plaintiff and the
18 putative Class members, to purchase the Class Products.

19 188. Plaintiff and other similarly situated persons saw, believed, and relied upon
20 Defendant's negligent, unqualified "Made in the USA" representations, and
21 purchased the Class Products based on that reliance.

22 189. At all relevant times, Defendant made the negligent, unqualified
23 representations alleged herein, knowing or reasonably should have known, that such
24 representations were unfair, deceptive, inaccurate, and misleading.

25 190. As a direct and proximate result of Defendant's negligent, unqualified
26 misrepresentations, Plaintiff and similarly situated consumers were induced to
27 purchase the Class Products, purchase more of them, pay a higher price, or choose
28

1 them over competitors' products. These unlawful, unfair, and deceptive acts caused
2 damages in an amount to be determined at trial for the Class Period.

3
4 **SEVENTH CAUSE OF ACTION**
5 **Intentional Misrepresentation**

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

8 192. From an unknown date until the filing of this Complaint, Defendant
9 knowingly represented to Plaintiff and others similarly situated, through product
10 labeling and marketing practices, that the Class Products were "Made in the USA"
11 without qualification of foreign ingredients.

12 193. Defendant acted intentionally by willfully and purposefully printing
13 inaccurate and unqualified marketing statements on the labels of the Class Products.

14 194. However, as described above, the unqualified "Made in the USA"
15 representations are unfair, deceptive, false, and misleading.

16 195. Defendant knew these representations were false and, over a period of years,
17 continued to label the Class Products as "Made in the USA" without qualifying the
18 presence of foreign ingredients.

19 196. Defendant further knew that retailers were marketing the Class Products in
20 false or misleading ways, as Defendant designed, manufactured, and affixed the
21 product labeling to the Class Products before supplying them to the retailers.

22 197. Plaintiff and the putative Class members saw, believed, and relied on
23 Defendant's misrepresentations when deciding to purchase the Class Products.

24 198. As a direct and proximate result of Defendant's intentional
25 misrepresentations, Plaintiff and the putative Class members suffered damages in
26 an amount to be determined at trial.

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

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 statutes 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);

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

DEMAND FOR TRIAL BY JURY

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

Dated: February 20, 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

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St. George, UT 84790

Telephone: (800) 400-6808

Facsimile: (800) 520-5523

CIVIL COVER SHEET
of 2

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

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

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Kazerouni Law Group, APC
Abbas Kazerounian, Esq. (SBN:249203); Gil Melili, Esq. (SBN: 337116)
ak@kazlg.com; gil@kazlg.com
245 Fischer Avenue, Suite D1
Costa Mesa, CA 92626
Telephone: (800) 400-6808; Facsimile: (800) 520-5523

DEFENDANTS

IT'S A NEW 10, LLC,

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'25CV0377 GPC BLM

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Cal. Civ. Code §§ 1750 & Cal. Bus. & Prof. Code §§ 17200, 17500, et seq.

Brief description of cause:

Unlawful Made in USA representations

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

02/20/25

SIGNATURE OF ATTORNEY OF RECORD

/s/ Abbas Kazerounian

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.