

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT OF
FLORIDA IN AND FOR MIAMI-DADE
COUNTY

NABIL HASCHEMIE, individually and on
behalf of all others similarly situated,

Civ. No. _____

Plaintiff,

v.

JURY TRIAL DEMANDED

DIAGEO NORTH AMERICA, INC.,
a Connecticut corporation,

Defendant.

/

CLASS ACTION COMPLAINT

Plaintiff, Nabil Haschemie (“Mr. Haschemie” or “Plaintiff”), brings this class action against Defendant, Diageo North America, Inc. (“Diageo” or “Defendant”) on behalf of all consumers that have purchased falsely marketed tequila from Defendant’s Casamigos and Don Julio tequila brands.

I. INTRODUCTION

1. In the world of tequila, the *tequilana weber* blue variety of agave (“Blue Weber agave”) stands as the gold standard. Indeed, the Blue Weber agave variety is the sole variety used in the production of true tequila. Blue Weber agave is native to Jalisco, Mexico and certain surrounding areas.

2. Blue Weber agave production is highly regulated, and consumers pay a premium for agave spirits made from 100% Blue Weber agave as a result. By way of example, Blue Weber agave takes longer to harvest because it must be grown and harvested once the plants reach full maturity (which can take 5 to 10 years), the plants must also be grown and harvested within certain areas, and specific traditional harvesting practices must be employed. These regulations imposed

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by the Tequila Regulatory Council are meant to protect the authenticity and quality of tequila and ensure that tequila produced outside the geographic restrictions cannot be labeled as such.

3. Tequila is made from the heart of the blue agave plant, commonly referred to as the piña. The piña is heated to break down its complex sugars, and crushed to extract its sugary juice, which is then fermented with yeast, transforming those sugars into agave-derived ethanol (alcohol), which is distilled into tequila.

4. Defendant markets its Casamigos tequila brand as a “super-premium tequila brand,” and its Don Julio tequila brand as a “luxury tequila.”

5. The Casamigos brand carries five agave spirits that Defendant categorizes as “Tequila 100% Agave Azul” from Jalisco, Mexico on the face of the bottles: Blanco, Casamigos Jalapeño, Reposado, Cristalino, and Añejo (“Casamigos Tequilas”).¹



¹ Casamigos Our Tequilas, <https://www.casamigos.com/en-us/our-tequilas> (last visited May 15, 2025).

6. Defendant further represents that Blue Weber is the sole blue agave variety used for the Casamigos Tequilas.²



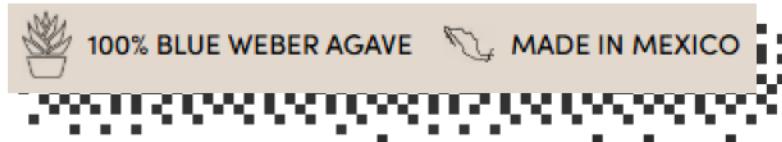
7. The Don Julio brand carries nine agave spirits that Defendant categorizes as tequila: Blanco, Reposado, Añejo, 70 Cristalino, Alma Miel, Rosado, 1942, Ultima Reserva, and Primavera (collectively, "Don Julio Tequilas").³



² Casamigos Blanco, <https://www.casamigos.com/en-us/our-tequilas/blanco> (last visited May 15, 2025); Casamigos Casamigas, <https://www.casamigos.com/en-us/our-tequilas/casamigas> (last visited May 15, 2025); Casamigos Reposado, <https://www.casamigos.com/en-us/our-tequilas/reposado> (last visited May 15, 2025); Casamigos Cristalino, <https://www.casamigos.com/en-us/our-tequilas/cristalino> (last visited May 15, 2025); Casamigos Añejo, <https://www.casamigos.com/en-us/our-tequilas/anejo> (last visited May 15, 2025).

³ Don Julio Our Tequilas, https://www.donjulio.com/our-tequilas?ds_e=GOOGLE&ds_c=25000671_Brand_DOJUO_DONJUB_SA3_GADW_USA_NU_BMC_AO_SEAH_PSEAC_TEAD_NU_ALBOS_NAT_NU_CPC_NU_KEW_A21%2B_CXD_EN_EXPH_BRAD&ds_k=don+julio+tequila&gad_source=1&gad_campaignid=20860144533&gbraid=0AAAAAADkwpkjN1n5gQXpdsDNkhTIpxnMTn&gclid=EAIAIQobChMI1e65veOjjQMVmBaBR3-eQegEAAYASAAEgIwqPD_BwE&gclsrc=aw.ds (last visited May 15, 2025).

8. Defendant represents that each of its tequilas are made from 100% Blue Weber agave and includes the following in the description for each of its tequilas on its website.⁴



9. Plaintiff and others similarly situated paid premium prices for Casamigos Tequilas and Don Julio Tequilas (collectively, the “Products”) in reliance on Defendant’s representations that the Products were created from 100% Blue Weber agave. But Plaintiff failed to receive the premium product promised by Defendant despite paying premium prices. Indeed, an investigation of the Products has uncovered that they contain concentrations of cane or other types of ethanol, and, as such, they were enhanced with sugars other than those obtained from *tequilana weber* blue variety Agave.

10. If Plaintiff and others similarly situated had known the truth of the ingredients in the Products, they would not have purchased the Products or would have paid less. For these reasons, and as further detailed below, Plaintiff brings this claim on his behalf and on behalf of other consumers of Diageo’s Products.

⁴ Don Julio Blanco, <https://www.donjulio.com/our-tequilas/don-julio-blanco-tequila> (last visited May 15, 2025); Don Julio Reposado, <https://www.donjulio.com/our-tequilas/don-julio-reposado-tequila> (last visited May 15, 2025); Don Julio Añejo, <https://www.donjulio.com/our-tequilas/don-julio-anejo-tequila> (last visited May 15, 2025); Don Julio 70 Cristalino, <https://www.donjulio.com/our-tequilas/don-julio-70-cristalino-tequila> (last visited May 15, 2025); Don Julio Alma Miel, <https://www.donjulio.com/our-tequilas/don-julio-alma-miel> (last visited May 15, 2025); Don Julio Rosado, <https://www.donjulio.com/our-tequilas/don-julio-rosado> (last visited May 15, 2025); Don Julio Primavera, <https://www.donjulio.com/our-tequilas/don-julio-1942-tequila>; Don Julio Ultima Reserva, <https://www.donjulio.com/our-tequilas/don-julio-ultima-reserva> (last visited May 15, 2025); <https://www.donjulio.com/our-tequilas/don-julio-primavera> (last visited May 15, 2025).

II. PARTIES

Plaintiff:

11. Mr. Haschemie is a Florida citizen residing in Miami-Dade County and is otherwise *sui juris*.

12. As detailed below, Mr. Haschemie purchased various Products from retail, liquor stores, bars and restaurants authorized to sell the products in Florida, such as Total Wine & More. Specifically, Mr. Haschemie has purchased Casamigos Añejo, Don Julio 1942, and Don Julio Añejo 70th Anniversary.

13. When Mr. Haschemie purchased Casamigos Tequilas and Don Julio Tequilas he was unaware that Defendant had misrepresented the composition and ingredients of the Products, such that he would not have purchased the Products or would not have paid as much for it as he did.

Defendant:

14. Diageo is a Connecticut corporation headquartered in New York and manufactures and markets the Products at issue in this litigation. Diageo engages in business in Florida and is registered with the Florida Department of State as a foreign profit corporation.

15. Diageo proudly explains that it has over 200 brands and sales in nearly 180 countries, and that it offers “something for every taste and celebration.”⁵

16. Diageo has no less than five distinct tequila brands under its corporate umbrella: Don Julio, Casamigos, Astral, DeLeón, and 21 Seeds.

⁵ Our Brands – Brand explorer, Diageo, <https://www.diageo.com/en/our-brands/brand-explorer> (last visited May 15, 2025).

17. Diageo explains on its website that “[i]n F23, our tequila net sales grew 19%, driven by Don Julio and Casamigos in North America, and we’re well positioned to bring this increasingly popular spirit to consumers worldwide.”⁶

III. JURISDICTION AND VENUE

18. This Court has subject matter jurisdiction over this matter as Plaintiff has a good-faith basis for an amount in controversy that exceeds \$50,001.00, exclusive of interest, costs, and attorneys’ fees.

19. This Court has personal jurisdiction over Diageo pursuant to Florida Statutes § 48.193(1)(a)(1), (2), and (6) because Diageo, directly or through an agent, conducts substantial business in this state; some of the actions giving rise to the claims took place in this state; and some of the claims arise out of Diageo, directly or through an agent, operating, conducting, engaging in, or carrying on a business or business venture in Florida, committing a tortious act in this state, and causing injury to property in Florida arising out of Diageo’s acts and omissions outside of Florida; and at or about the time of such injuries Diageo was engaged in solicitation or service activities within Florida, or products, materials, or things processed, serviced, or manufactured by Diageo were used or consumed within Florida in the ordinary course of commerce, trade, or use, and Diageo, directly or through an agent, derived substantial revenue from their activities within this state.

20. Florida has significant contacts with Diageo because Diageo has purposefully availed itself of the Florida market and Florida consumers by marketing and distributing the Products within Miami-Dade, County and the State of Florida.

⁶ Our Brands – Tequila, Diageo, <https://www.diageo.com/en/our-brands/tequila> (last visited May 15, 2025).

21. Defendant's purposeful availment and extensive contacts with Florida renders the exercise of jurisdiction by this Court over them permissible under traditional notions of fair play and substantial justice.

22. Pursuant to Florida Statutes, § 47.011 venue is properly laid in Miami-Dade County, Florida because the cause of action accrued in Miami-Dade County, Florida, where the named Plaintiff resides and purchased the Products. In addition, Diageo transacts business in Florida, and a substantial portion of the practices, events, and omissions complained of herein occurred in Miami-Dade County, Florida.

23. All conditions precedent to this action have occurred, been performed, or have been waived.

IV. FACTUAL ALLEGATIONS

24. *Diageo and the Tequila Market.* Diageo boasts that its early bets on tequila are paying off as tequila is the fastest growing spirits category at plus-9%.⁷ Diageo's CEO has further indicated that the tequila market has grown at plus-6% in the United States in recent years.⁸ Tequila's popularity among consumers stems from several factors including its versatility, how it's perceived as a "healthier" or "cleaner" choice than other spirits, a growing trend of consumers seeking authentic and premium beverage experiences, its cultural connection to Mexico, and social media marketing and celebrity endorsements have also played a significant role in expanding tequila's appeal.

⁷ *Taking tequila around the world*, Diageo: News & Media (Aug. 1, 2024), <https://www.diageo.com/en/news-and-media/stories/2024/taking-tequila-around-the-world>.

⁸ Nicola Carruthers, *Diageo goes 'back to basics' with Casamigos*, The Spirits Business (Feb. 6, 2025), <https://www.thespiritsbusiness.com/2025/02/diageo-goes-back-to-basics-with-casamigos/>.

25. ***The Regulation of Tequila Manufacturing and Labeling.*** Like champagne and cognac, tequila is a product of origin that can only legally be made in Mexico: specifically, in the states of Jalisco, Tamaulipas, Nayarit, Michoacán and Guanajuato. Mexico regulates the manufacturing of tequila through the Tequila Regulatory Council (“CRT”), which is the Conformity Assessment Body for NOM-006-SCFI-2012-Alcoholic Beverages-Tequila-Specifications (“Tequila NOM”).⁹

26. The Tequila NOM in section 6.1.1.1 states that the addition of sugar-based syrups “must not be more than 1% in relation to the total Tequila weight before it is bottled.”

27. Under section 5.1.1 of the Tequila NOM, a product labeled “100% agave [azul]” or “100% de agave” is “a product whose fermentation may not be enhanced with sugars other than those obtained from the tequilana weber blue variety Agave grown in the territory specified in the Declaration” (i.e., in the states of Jalisco, Tamaulipas, Nayarit, Michoacán and Guanajuato).

28. “100 % agave” tequila, as expressly defined in NOM 5.1.1 is different from “Tequila” as defined in NOM 5.1.2. A key distinguishing difference between 100% agave tequila and “tequila” is that “tequila” may have “other sugars in a proportion not to exceed 49% of total reducing sugars expressed in units of mass. This maximum enhancement of up to 49% of total reducing sugars expressed in units of mass may not be done with sugars from any species of Agave.” However, “[t]he 51% of total reducing sugars expressed in units of mass may only be enhanced with tequilana weber blue variety agave” See also NOM section 6.3 (only authorizing tequila that is not 100% agave azul from being “enhanced with other sugars in the fermentation process”).

⁹ Official Mexican Standard NOM-006-SCFI-2012 Alcoholic Beverages -Tequila - Specifications Courtesy Translation, <https://www.crt.org.mx/wp-content/uploads/2024/01/NOM-006-SCFI-2012%20-%20INGLES.pdf>.

29. As such, to be labeled as “100% de agave,” “100% puro de agave,” “100% agave,” or “100% puro agave” the product *may not be enhanced with sugars* other than those obtained from the *tequilana weber* blue variety of agave grown in a specific, defined territory.

30. Lastly, section 6.5.2.1 requires strict documentation to ensure that tequila “has not been adulterated in the manufacturing stages of its production.”

31. Bottles of agave spirits that fail to provide accurate information in interstate commerce violate the Federal Alcohol Administration Act (“FAAA”), 27 U.S.C. § 205(e), which requires bottles to provide the “identity and quality of the products” and “the alcoholic content thereof,” and 27 U.S.C. § 205(f), which requires advertisements of distilled spirits to “provide the consumer with adequate information as to the identity and quality of the products advertised.”

32. Tequila is additionally regulated in the United States by the U.S. Department of the Treasury, Alcohol and Tobacco Tax and Trade Bureau pursuant to 27 C.F.R. Part 5, which regulates the labeling and advertising of distilled spirits.

33. An agave spirit can only be categorized as tequila where it is “made in Mexico, in compliance with the laws and regulations of Mexico governing the manufacture of Tequila for consumption in that country.” 27 C.F.R. § 5.148.

34. A distilled spirit made from agave plants may only contain added flavoring or coloring materials if they “do not total more than 2.5 percent by volume of the finished product.” 27 C.F.R. § 5.155.

35. ***Reports of Tequila Adulteration.*** Tequila manufacturing requires the cultivation, fermentation, and distillation of Blue Weber Agave, and because this type of agave takes five to

ten years to mature for harvest, this “creates ongoing tension in the industry, as well as the temptation to cut corners.”¹⁰

36. According to Remberto Galván Cabrera, a spokesperson for the Mexican Agave Council, “when agave prices were high, large tequila companies began mixing cane alcohol into tequila that they sold as 100% agave.”¹¹ These practices have not ceased.¹²

37. Consumers have also raised their suspicions that there is significant adulteration of tequila that is exported from Mexico through social media, community-driven forum-style websites, and blind tasting tests.

38. The Additive Free Alliance (“AFA”) is an organization dedicated to transparency across the tequila industry. The AFA has shown that Nuclear Magnetic Resonance laboratory testing can be used to “confirm if tequila has been adulterated with cane alcohol.”¹³

39. It has been confirmed through testing that Plaintiff purchased tequila from Diageo that did not meet the United States’s or Mexico’s regulatory requirements.

40. Plaintiff purchased the Products based on Diageo’s representations and would not have paid premium prices but for Diageo’s false and misleading statements and omissions.

41. Plaintiff intends to purchase Diageo’s Products again when it can do so with the assurance that Diageo’s representations regarding its Products are accurate.

¹⁰ Felisa Rogers, *What are you drinking? Agave farmers allege tequila industry corruption*, Mezcalistas (Jan. 13, 2025), <https://www.mezcalistas.com/tequila-industry-corruption/>.

¹¹ Felisa Rogers, *Agave farmers say they will no longer play nice*, Mezcalistas (Jan. 15, 2025), <https://www.mezcalistas.com/breaking-tequila-news/>.

¹² See id.

¹³ Felisa Rogers, *What are you drinking? Agave farmers allege tequila industry corruption*, Mezcalistas (Jan. 13, 2025), <https://www.mezcalistas.com/tequila-industry-corruption/>.

V. NAMED PLAINTIFF'S ALLGATIONS

42. For the last five years Mr. Haschemie has purchased Products from retail, liquor stores, bars and restaurants authorized to sell the products in Florida.

43. By way of example, on July 24, 2022, Mr. Haschemie purchased Don Julio 1942 and Don Julio Añejo 70th Anniversary from Total Wine & More. *A true and correct copy of Mr. Haschemie's receipt for this transaction is attached as Exhibit A.*

44. By way of example, on May 14, 2025, Mr. Haschemie purchased Casamigos Añejo from Total Wine & More. *A true and correct copy of Mr. Haschemie's receipt for this transaction is attached as Exhibit B.*

45. Mr. Haschemie purchased these Products after performing online research to identify premium and pure tequila, and reviewing the Products labels in store.

46. Mr. Haschemie read and relied on Diageo's representations as to the composition of the Products.

47. Mr. Haschemie, at all times, believed, as a result of Diageo's representations both online and on the packaging of the Products he purchased, that the tequila he purchased was premium and pure tequila made of 100% Blue Weber agave.

48. Had Mr. Haschemie known the Products were not 100% Blue Weber agave, he would not have purchased the Products or would have paid less than he did.

VI. TOLLING ALLEGATIONS

49. Plaintiff and other Class members reasonably relied on Diageo's representations and could not have discovered, through the exercise of reasonable due diligence, that Diageo was misrepresenting and concealing the true nature of the Products.

50. Not until after May 5, 2025, when a lawsuit alleging similar allegations was filed in the United States District Court for Eastern District of New York could Plaintiff or other Class members reasonably learn such information. Within days of learning such information, counsel for Plaintiff conducted the necessary testing to confirm the veracity of the allegations contained herein.

51. For these reasons, all applicable statute of limitations for all claims should be tolled.

VII. CLASS ALLEGATIONS

52. Plaintiff brings this action on his own behalf, and on behalf of all persons similarly situated, pursuant to Rule 1.220 of the Florida Rules of Civil Procedure. This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions. Plaintiff seeks to certify the following proposed class:

The Florida Class (the “Class”):

All persons who purchased one or more of the Products in Florida during the applicable statute of limitations.

53. Excluded from each class are Diageo, its employees, officers, directors, legal representatives, heirs, successors, and wholly or partly owned subsidiaries or affiliated companies; Class Counsel and their employees; and the judicial officers and their immediate family members and associated court staff assigned to this case.

54. Plaintiff reserves the right to modify, expand, or amend the definitions of the proposed Class following the discovery period and before the Court determines whether class certification is appropriate.

55. Certification of Plaintiff's claims for class-wide treatment is appropriate because Plaintiff can prove the elements of his claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

Numerosity/Manageability

56. This action satisfies the requirements of *Fla. R. Civ. P.* 1.220(a)(1). The Class members number at least in the hundreds if not the thousands. Diageo sells millions of cases of its tequila Products each year. Upon information and belief, Florida is the third largest consumer of tequila in the United States.¹⁴ Individual joinder of all Class members is impracticable.

57. Plaintiff anticipates providing appropriate notice to Class members in compliance with *Fla. R. Civ. P.* 1.220. By way of example, Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. mail, email, text messages, social media, online advertisements, and/or published notice.

58. Class members may also be identified and notified of this case by way of third-party retailers that maintain records of class member purchases and contact information.

Commonality

59. This action satisfies the requirements of *Fla. R. Civ. P.* 1.220(a)(2) and 1.220(b)(3) because there are questions of law and fact that are common to each member of the Class. These common questions predominate over any questions affecting only individual Class members. The predominating common or Class-wide fact questions include, without limitation:

- a. Whether Diageo's marketing of their tequila Products was likely to deceive or mislead reasonable consumers;
- b. Whether Diageo engaged in unfair, deceptive, unlawful and/or fraudulent acts or practices by marketing their products as 100% Blue Weber agave;
- c. Whether Diageo was unjustly enriched;

¹⁴ Jan Conway, *U.S. Tequila Consumption 2023, By State*, Statista (Feb. 13, 2025), <https://www.statista.com/statistics/486797/tequila-consumption-united-states-by-state/#:~:text=In%202023%2C%20tequila%20consumption%20in,ranking%20second%20and%20third%20respectively.&text=Tequila%2C%20an%20agave%2Dbased%20distilled,beverages%20in%20the%20United%20States>.

- d. Whether Diageo violated the Florida consumer protection statutes alleged herein; and
- e. Whether damages, restitution, equitable, injunctive, declaratory, or other relief is warranted.

Typicality

60. This action satisfies the requirements of *Fla. R. Civ. P.* 1.220(a)(3) because Plaintiff's claims are typical of the claims of each of the Class members, as all Class members were and are similarly affected and their claims arise from the same wrongful conduct of Diageo.

61. Each Class member purchased one or more of Diageo's tequila Products and thus as a result has sustained, and will continue to sustain, damages in the same manner as Plaintiff. The relief Plaintiff seeks in this action is typical of the relief sought for the absent Class members.

Adequacy of Representation

62. This action satisfies the requirements of *Fla. R. Civ. P.* 1.220(a)(4). Plaintiff will fairly and adequately protect the interests of the Class members. Plaintiff is committed to the vigorous prosecution of this action and there is no hostility or conflict between or among Plaintiff and the unnamed Class members. Plaintiff anticipates no difficulty in the management of this litigation as a class action.

63. To prosecute this case, Plaintiff has chosen the undersigned law firm, who has substantial experience in the prosecution of large and complex class action litigation and has the financial resources to meet the costs associated with the vigorous prosecution of this type of litigation. Plaintiff and his counsel will fairly and adequately protect the interest of all Class members.

Superiority/Predominance

64. This action satisfies the requirements of *Fla. R. Civ. P.* 1.220(b)(3). A class action is superior to other available methods for the fair and efficient adjudication of the rights of the Class members. The joinder of individual Class members is impracticable because of the vast number of Class members who own or have purchased any of the Products.

65. Because the monetary damages suffered by each individual Class member may be relatively small, the expense and burden of individual litigation would make it difficult or impossible for individual Class members to redress the wrongs done to each of them individually, such that most or all Class Members would have no rational economic interest in individually controlling the prosecution of specific actions. The burden imposed on the judicial system by individual litigation, and to Diageo, by even a small fraction of the Class Members, would be enormous.

66. In comparison to piecemeal litigation, class action litigation presents far fewer management difficulties, far better conserves the resources of both the judiciary and the parties, and far more effectively protects the rights of each Class member. The benefits to the legitimate interests of the parties, the court, and the public resulting from class action litigation substantially outweigh the expenses, burdens, inconsistencies, economic infeasibility, and inefficiencies of individualized litigation. Class adjudication is simply superior to other alternatives under *Fla. R. Civ. P.* 1.220(b)(3)(D).

67. Plaintiff is unaware of any obstacles likely to be encountered in the management of this action that would preclude its maintenance as a class action. *Fla. R. Civ. P.* 1.220 provides the Court with the authority and flexibility to maximize the efficiencies and benefits of the class mechanism and reduce management challenges. The Court may, on motion of Plaintiff or on its

own determination, certify nationwide and statewide classes for claims sharing common legal questions; utilize the provisions of *Fla. R. Civ. P.* 1.220(d)(4)(A) to certify particular claims, issues, or common questions of law or of fact for class-wide adjudication; certify and adjudicate bellwether class claims; and utilize *Fla. R. Civ. P.* 1.220(d)(4)(B) to divide any Class into subclasses.

Requirements of *Fla. R. Civ. P.* 1.220(b)(2)

68. Diageo has acted or failed to act in a manner generally applicable to the Class members, thereby making final injunctive relief or corresponding declaratory relief appropriate with respect to this Class.

VIII. CLAIMS FOR RELIEF

COUNT I – VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT (“FDUTPA”), Fla. Stat. § 501.201 *et seq.*
(On behalf of Plaintiff and the Class)

69. Plaintiff incorporates by reference paragraphs 1 through 68 as though fully set forth herein.

70. Plaintiff and the Class members are “consumer[s]” engaged in “trade or commerce” within the meaning of FDUTPA. § 501.203 (7), (8). Fla. Stat.

71. Diageo engages in “trade or commerce” within the meaning of FDUTPA. § 501.203(8), Fla. Stat.

72. FDUTPA prohibits “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.” § 501.204(1), Fla. Stat.

73. Diageo engaged in unfair and deceptive trade practices that violated FDUTPA, by representing that their Products were 100% agave, ultra-premium, pure tequila made of 100% Blue Weber agave.

74. Diageo knew that its representations of the nature and composition of its Products were false but failed to disclose this information to consumers.

75. Diageo knew that such information was material to consumer transactions and consumer's decision to purchase the Products.

76. Diageo actively concealed and misrepresented the true nature of how their Products were manufactured and composition of their Products. Indeed, Diageo concealed and misrepresented that it had in fact utilized sugars other than those obtained from the *tequilana weber* blue variety of agave to enhance its tequila, despite the Products being labelled as 100% agave.

77. Diageo intended for Plaintiff and the Class members to rely on its misrepresentations and omissions so that Plaintiff and the Class members would purchase the Products.

78. Diageo's unfair or deceptive acts or practices, including concealing, omitting, or suppressing material facts about the composition of the Products had a tendency or capacity to mislead; tended to create a false impression in consumers; and were likely to, and did in fact, deceive reasonable consumers, including Plaintiff and the Class members, about the quality and true value of the Products.

79. Diageo intentionally and knowingly misrepresented or omitted material facts regarding the use of Blue Weber agave with an intent to mislead Plaintiff and the Class members into believing that 100% Blue Weber agave was used to ferment the Products.

80. Diageo knew or should have known that its conduct violated the FDUTPA.

81. Plaintiff and the Class members were and are injured as a result of Diageo's conduct because they paid to own and enjoy 100% agave, ultra-premium, tequilas. Instead, Plaintiff and the Class members received and overpaid for agave spirits whose fermentation was enhanced by sugars other than those obtained from the *tequilana weber* blue variety Agave grown in the requisite territory.

82. Diageo's failure to disclose, and active concealment of, the sugars used to ferment the Products, inclusive of the actual amount of Blue Weber agave actually used was material to Plaintiff and the Class members.

83. Plaintiff and the Class members have suffered ascertainable losses as a result of Diageo's misrepresentations and omissions about the Products. Had they been aware of the true nature of and composition of the Products, they either would have paid less for the Products or would not have purchased the Products. Plaintiff and the Class members did not receive the benefit of their bargain due to Diageo's misconduct.

84. As a direct and proximate result of Diageo's violations of FDUTPA, Plaintiff and the Class members have suffered injury-in-fact and actual damages.

85. Plaintiff and the Class members are entitled to recover their actual damages under § 501.211(2), Fla. Stat. and attorneys' fees under § 501.2105(1), Fla. Stat.

86. Plaintiff and the Class members have suffered and will continue to suffer irreparable harm if Diageo continues to engage in such deceptive, unfair, and unreasonable practices.

87. Plaintiff, on behalf of the Class, requests that the Court award them actual damages and issue an order requiring Diageo to properly notify the Class members of the true nature of how the tequila Products are made and the amount of Blue Weber agave used to make them, as well as

award Plaintiff and Class members' attorneys' fees; and any other just and proper relief available under FDUTPA.

88. Plaintiff, on behalf of the Class, further seeks an injunction to prohibit Diageo from continuing to engage in the false, misleading, and deceptive advertising and marketing practices complained of herein.

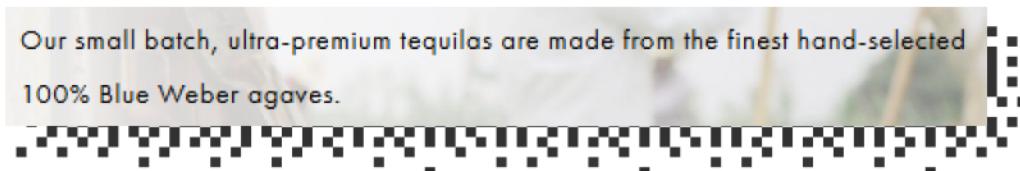
WHEREFORE, Plaintiff, on behalf of himself and those similarly situated, requests this Court enter judgment in their favor and against Diageo for compensatory damages, costs, injunctive relief, and such other relief as this Court deems just and proper.

COUNT II – NEGLIGENT MISREPRESENTATION
(On behalf of Plaintiff and the Class)

89. Plaintiff incorporates by reference paragraphs 1 through 68 as though fully set forth herein.

90. Diageo represented on its website that it used 100% Blue Weber agave to create its Products.

91. Diageo further misrepresented that its Casamigos Tequilas are “small batch, ultra-premium tequilas … made from the finest hand-selected 100% Blue Weber agaves.”¹⁵



¹⁵ Casamigos, <https://www.casamigos.com/en-us> (last visited May 15, 2025); Casamigos Our Process, <https://www.casamigos.com/en-us/our-process> (last visited May 15, 2025).



92. Further, each bottle of Casamigos and Don Julio expressly represents that they are 100% agave tequilas.





93. Diageo has continued to make these misrepresentations of material facts to date.

94. At the time, Diageo either knew or should have known it was making misrepresentations of material facts or made the representations without knowledge of their truth or falsity.

95. Diageo's misrepresentations were made with the intent to induce consumers to purchase its Casamigos Tequilas and Don Julio Tequilas over Diageo's competitors' tequila products who did not offer "100% agave" tequilas.

96. These misrepresentations of fact concerned the type of information upon which Plaintiff and other reasonable consumers would be expected to rely in making their decisions to purchase Diageo's Products.

97. Consequently, Plaintiff and the Class have suffered injury by purchasing Diageo's Products and not receiving what was advertised.

WHEREFORE, Plaintiff, on behalf of himself and those similarly situated, requests this Court enter judgment in their favor and against Diageo for compensatory damages, costs, and such other relief as this Court deems just and proper.

COUNT III – UNJUST ENRICHMENT
(On behalf of Plaintiff and the Class)

98. Plaintiff incorporates by reference paragraphs 1 through 68 as though fully set forth herein.

99. Plaintiff and the Class members conferred benefits upon Diageo.

100. Plaintiff and the Class members paid money for the Products, which they would not have purchased or would not have purchased at the same price, had they known that they were enhanced with sugars other than those obtained from the *tequilana weber* blue variety of agave.

101. Diageo has unjustly retained the benefits conferred upon by Plaintiff and the Class members.

102. Diageo retained those benefits under circumstances that make it inequitable for Diageo to retain such benefits.

103. Diageo retained these benefits even though the Products were enhanced with sugars other than those obtained from the *tequilana weber* blue variety of agave.

104. If Plaintiff and Class members had known the true nature of the Products, they would not have purchased the Products.

WHEREFORE, Plaintiff, on behalf of himself and those similarly situated, requests this Court enter judgment in their favor and against Diageo for compensatory damages, costs, costs, and such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to *Fla. R. Civ. P.* 1.430(b), Plaintiff demands a jury trial for any and all issues triable by a jury.

Dated: May 15, 2025.

[Signature block appears on the following page]

Respectfully submitted,

**RENNERT VOGEL MANDLER &
RODRIGUEZ, P.A.**

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