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Kaitlyn Roblyer

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

KAITLYN ROBLYER,
Individually and On Behalf of
All Others Similarly Situated,

Plaintiff,

v.

PAULA'S CHOICE, INC.;
PAULA'S CHOICE, LLC; and,
CONOPCO, INC. d/b/a
UNILEVER,

Defendants.

Case No.:

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 Kaitlyn Roblyer (“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 defendants Paula’s Choice, Inc., Paula’s Choice, LLC, and Conopco, Inc. d/b/a Unilever (“Unilever”) (collectively “Paula’s Choice” or “Defendant”) concerning unlawful marketing and labeling of Defendant’s skincare products, with the designation and representation that the products are/were made in the USA 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 Sephora, Nordstrom and elsewhere.

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. Paula’s Choice’s products are marketed and labeled with the express, unqualified representation that they are “Made in USA,” (or similar terminology),¹ on a prominent and conspicuous location on the product label as well as in their marketing. This claim appears on and/or regarding nearly every product manufactured, sold, or distributed by 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 Paula’s Choice’s best known products, its 2% BHA Liquid Exfoliant (the “Product”), which is labeled, marketed and sold to consumers as “Made in USA,” (or similar terminology), 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 and marketed products bearing the representation that such products are “Made in 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. &

¹ For purposes of this Complaint, the term “Made in USA” shall be understood to encompass all synonymous phrases and representations.

1 Prof. Code § 17500, *et seq.*; constitutes (4) breach of express warranty; (5) unjust
 2 enrichment; (6) negligent misrepresentation; and (7) intentional misrepresentation.
 3 Such conduct also amounts to a violation of 16 C.F.R. § 323 (Federal Trade
 4 Commission 2021) (the “MUSA Rule”).

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

7 11. In addition to the unqualified “Made in USA” representation on the Product,
 8 Paula’s Choice’s other skincare products—including, but not limited to, those listed
 9 in **Exhibit A** (together with the Product, the “Class Products”)—also are marketed
 10 and labeled with the same unqualified “Made in USA” representation or a similar
 11 unqualified U.S. origin claim.

12 JURISDICTION AND VENUE

13 12. This Court has jurisdiction over this matter pursuant to the Class Action
 14 Fairness Act (CAFA), 28 U.S.C. § 1332(d), because: (1) there is minimal diversity,
 15 including because Plaintiff is a citizen of California, while Defendant Paula’s
 16 Choice, Inc., is a Washington corporation with principal place of business in New
 17 Jersey, Defendant Paula’s Choice, LLC is a Washington limited liability company
 18 with its principal place of business in New Jersey, and Defendant Conopco, Inc. is a
 19 New York corporation with its principal place of business in New Jersey; (2) the
 20 amount in controversy in this matter exceeds \$5,000,000, exclusive of interest and
 21 costs; and (3) there are more than one hundred (100) people in the putative class.

22 13. Venue is proper in the United States District Court for the Eastern District of
 23 California pursuant to 28 U.S.C. § 1391 for the following reasons: (i) Plaintiff
 24 resides in the Sacramento County, California, which is within this judicial district;
 25 and (ii) Defendant conducted business within this judicial district at all relevant
 26 times.

27 //

28 //

PARTIES

14. Plaintiff is a natural person, an individual citizen and resident of Sacramento County, California, and within this judicial district.

15. Defendant Paula's Choice, Inc. is a corporation that is organized and exists under the laws of the State of Washington with a principal place of business in the State of New Jersey at 700 Sylvan Avenue, Englewood Cliffs, New Jersey 07632.²

16. Defendant Paula's Choice, LLC is a limited liability company that is organized and exists under the laws of the State of Washington with a principal place of business in the State of New Jersey at 700 Sylvan Avenue, Englewood Cliffs, New Jersey 07632.³

17. Defendant Conopco, Inc. d/b/a Unilever is a corporation that is organized and exists under the laws of the State of New York with a principal place of business in the State of New Jersey at 111 River Street, 8th Floor, Hoboken, New Jersey 07030.⁴

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

19. Unless otherwise indicated, the use of Defendant's name 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

20. Defendant is among the leading skincare companies in the United States. Founded in 1995, Paula's Choice experienced substantial commercial success, ultimately leading to its 2021 acquisition by Unilever—one of the world's largest consumer products companies—for approximately \$2 billion.⁵ Paula's Choice is

² According to the California Secretary of State's website.

³ *Id.*

⁴ *Id.*

⁵ See <https://wwd.com/feature/unilever-buying-paulas-choice-skin-care-1234844601/>

1 estimated to generate over \$300 million in annual revenue.⁶

2 21. Unilever is one of the largest consumer goods companies in the world, with
3 a diverse portfolio of more than 400 brands spanning personal care, nutrition, home
4 care, and ice cream. In 2023, Unilever reported annual revenues of approximately
5 \$64 billion, placing it among the top global consumer goods firms. This figure
6 exceeds the gross domestic product of more than half of the world's countries,
7 underscoring the company's substantial economic footprint, operational
8 sophistication, and access to vast resources.

9 22. Given Defendant's long-standing presence in the consumer products
10 industry, its access to extensive resources and operational sophistication—
11 including those of its parent company, Unilever—and the rigorous due diligence
12 typically conducted in corporate acquisitions, particularly with respect to marketing
13 claims, it is difficult to comprehend how Defendant and Unilever could so blatantly
14 disregard well-established laws, rules, and regulations governing the labeling,
15 marketing, and sale of skincare products bearing unqualified "Made in USA"
16 claims.

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

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

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

26 26. Each consumer, including Plaintiff, was exposed to the same material
27 misrepresentations and similar labels were placed on all Class Products sold—and

28 ⁶ *Id.*

1 currently sold—throughout the United States, including in California.

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

5 28. Specifically, the MUSA Rule clearly defines the meaning of “Made in the
6 United States,” including synonymous phrases,⁷ as well as when it can be used
7 without clear and adequate qualification notifying consumers that the good or
8 service in question contains or is made with ingredients or components that are not
9 made or sourced in the United States.⁸

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

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

20 31. Despite the clearly established and well-defined federal rules regarding

21 ⁷ See 16 C.F.R. § 323.1(a) (“The term Made in the United States means any unqualified
22 representation, express or implied, that a product or service, or a specified component thereof, is
23 of U.S. origin, including, but not limited to, a representation that such product or service is ‘made,’
24 ‘manufactured,’ ‘built,’ ‘produced,’ ‘created,’ or ‘crafted’ in the United States or in America, or
any other unqualified U.S.-origin claim.”) (emphasis added).

25 ⁸ See 16 C.F.R. § 323.2 Prohibited Acts (“In connection with promoting or offering for sale any
26 good or service, in or affecting commerce as ‘commerce’ is defined in section 4 of the Federal
27 Trade Commission Act, 15 U.S.C. 44, it is an unfair or deceptive act or practice within the
28 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 “Made in the United States” claims, Defendant falsely, unfairly and deceptively
2 advertised, marketed and sold its products, including the Product purchased by
3 Plaintiff, as “Made in the USA” without clear and adequate qualification informing
4 consumers of the presence of foreign ingredients and/or components as further
5 discussed herein.

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

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

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

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

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

24 **FACTUAL ALLEGATIONS**

25 37. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of
26 this Class Action Complaint as if fully stated herein.

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

1 qualification.

2 39. Importantly, neither federal nor state law in the United States requires the use
3 of the phrase “Made in USA” or any synonymous representation on the type of
4 products sold by Defendant. In other words, such representations are entirely
5 voluntary and serve marketing or product positioning purposes, rather than
6 fulfilling any regulatory or legal requirement.

7 40. However, when a company such as Defendant elects to use such
8 representations, their use is governed by the applicable laws and regulations set
9 forth herein.

10 41. Regardless of where Defendant displayed or promoted its unqualified “Made
11 in the USA” representations, such claims violate the MUSA Rule, as set forth
12 above. In the case of the Class Products, however, the misrepresentation is
13 especially significant because it appears prominently on both the product packaging
14 and in marketing materials, underscoring its intended impact on consumers.

15 42. For example, Defendant marketed its entire product line as “Made in the
16 USA” by prominently displaying a large icon bearing that representation—in two
17 distinct forms—on the homepage of its Amazon storefront, the most visible and
18 impactful location for consumer packaged goods companies to make such claims
19 on the platform.

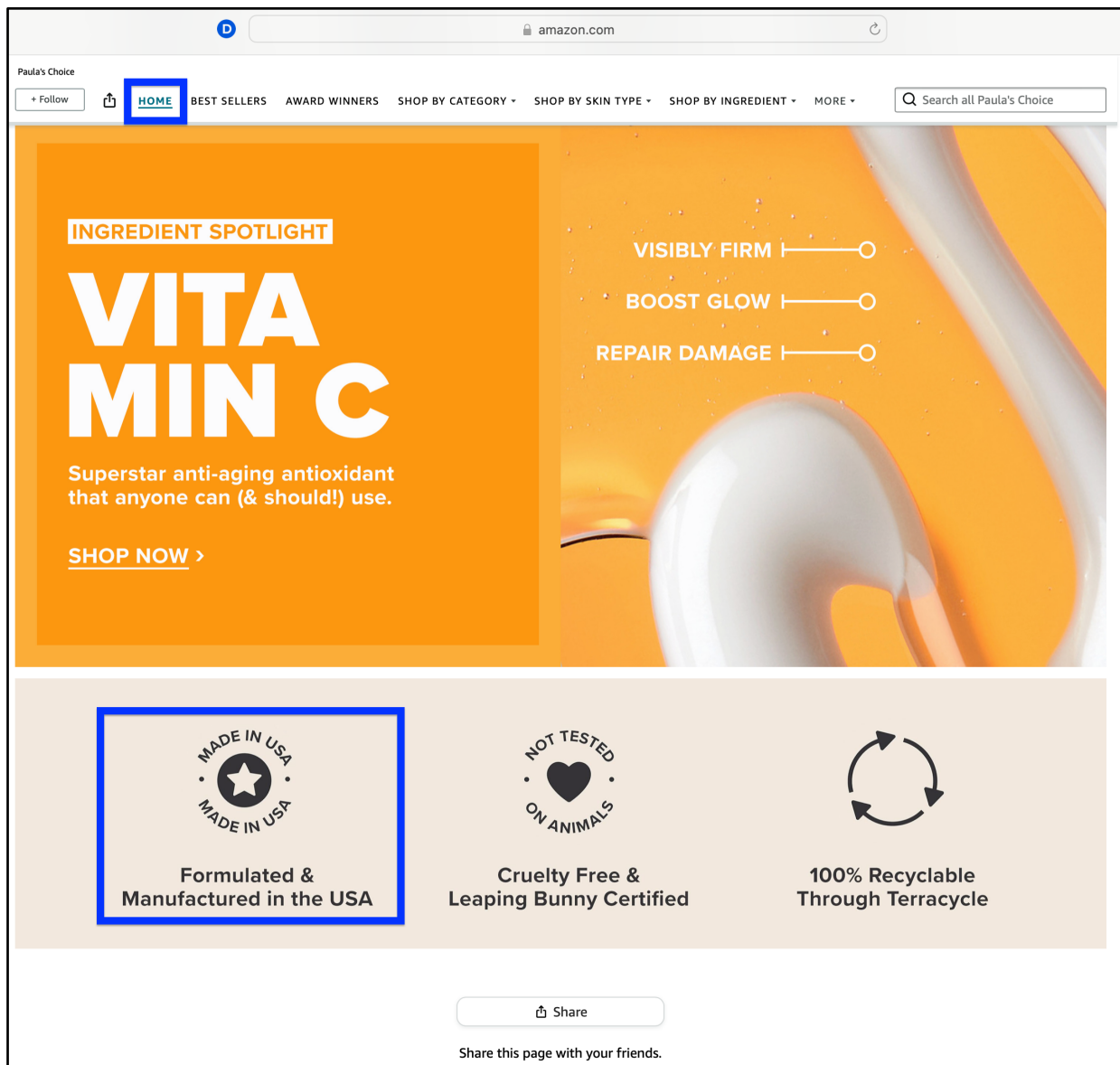
20 43. Consumer packaged goods companies typically reserve their Amazon
21 storefront homepages for highlighting their most important and highest-value
22 brand-wide selling points.

23 44. In the case of the Class Products, Defendant’s unqualified U.S. origin claim
24 appeared directly beneath a scrolling featured product or ingredient banner on
25 Defendant’s Amazon homepage. In this section, Defendant displayed a circular
26 badge with the phrase “MADE IN USA” repeated twice around a central star icon,
27 accompanied by the bold statement “Formulated & Manufactured in the USA.” This
28 representation was grouped with other prominent marketing claims, such as

“Cruelty Free & Leaping Bunny Certified” and “100% Recyclable Through Terracycle,” reinforcing the impression that U.S. origin was a key brand attribute and material selling point.

45. Below is an example of the aforementioned—or materially similar—representation displayed by Defendant on its Amazon homepage, as well as on individual product pages for the Class Products:

Defendant’s Amazon Homepage



The Product's Amazon Sales Page

From the brand

PAULA'S CHOICE
SKINCARE

OUR PLEDGE

For us, **formulating great skin care isn't enough**. We're here to help make this planet a better place, too. That starts by **reducing our contribution to the climate crisis** through materials sourcing, product development & shipping.

RECYCLE WITH TERRACYCLE®

We're partnered with TerraCycle® to keep our empty packages **out of landfills for good**.

NOT TESTED ON ANIMALS
Cruelty Free & Leaping Bunny Certified

MADE IN USA
MADE IN USA
Formulated & Manufactured in the USA

Product Description

2% BHA Liquid Exfoliant

The glow-making formula that sells every 7 seconds.*

- + 91% agreed their skin appeared healthier*
- + 90% agreed their skin texture was improved*
- + 82% agreed their pores appeared smaller*

*Based on annual sales estimates.
*Based on a consumer study after using the product for 30 days.

EXFOLIATE PAULA'S CHOICE
SKIN PERFECTING
2% BHA Liquid Exfoliant
SALICYLIC ACID
All Skin Types
✔ EXFOLIO & SHINE
✔ ENLARGED PORES
✔ SMOOTH & EVEN
✔ SKIN TONE
✔ GLOWING, CLEAR, AND
ASSURED GLOW!
118 ml / 4.1 fl. oz.

Defendant's 1% Retinol Treatment Cream Amazon Sales Page

Paraben-Free & Fragrance-Free

MADE IN USA
Formulated & Manufactured in the USA

NOT TESTED ON ANIMALS
Cruelty-Free & Leaping Bunny Certified

100% Recyclable Through TerraCycle®

*TerraCycle program is available in US and Canada, excluding Alaska and Hawaii.

Roll over image to zoom in

Paula's Choice CLINICAL 1% Retinol Treatment Cream with Peptides, Vitamin C & Licorice Extract, Anti-Aging & Wrinkles, 1 Ounce

[Visit the Paula's Choice Store](#)

4.3 ★★★★★ 4,561 ratings | [Search this page](#)

3K+ bought in past month

\$65.00 (\$65.00 / Fl Oz)

[FREE Returns](#)

[Get \\$10 off instantly: Pay \\$55.00 upon approval for the Amazon Store Card.](#)

Size: **Full Size - 1.0 Fl Oz**

0.16 Fl Oz (Pack of 1)
\$15.00
(\$93.75 / Fl Oz)

Full Size - 1.0 Fl Oz
\$65.00
(\$65.00 / Fl Oz)

Brand	Paula's Choice
Item Volume	1 Fluid Ounces
Item dimensions L x W x H	4.72 x 0.39 x 0.39 inches
Age Range (Description)	Adult
Active Ingredients	Hyaluronic Acid, Vitamin C, Retinol

About this item

- POTENT RETINOL:** This uniquely formulated anti-aging treatment's controlled-release retinol delivery system allows for even, consistent absorption that moisturizes & delivers truly youthful results.
- TARGET FINE LINES & WRINKLES:** An anti-wrinkle blend of 1% retinol + licorice, oat & other soothing plant extracts help improve the look of wrinkles and fine lines without irritation.
- IMPROVE UNEVEN TONE:** Skin-firming vitamin C supercharges this formula & helps steadily even, brighten & enhance skin tone for a natural radiance you can see.
- LIGHTWEIGHT HYDRATION:** This weightless lotion absorbs quickly & hydrates normal, dry, combo, oily & acne-prone skin dealing with signs of aging.
- SUSTAINABLE PACKAGING:** As part of our pledge to the planet, we're removing extra plastic from packaging, like shrink wrap.
- Paula's Choice Skincare makes products that work. No fragrance, no parabens, no fluff. Just effective, science-backed formulas that target any concern from wrinkles to breakouts.

Defendant's Pore-Reducing Face Toner Amazon Sales Page

Beauty & Personal Care › Skin Care › Face › Toners & Astringents

Paula's Choice Skin Balancing Pore-Reducing Toner for Combination and Oily Skin, Minimizes Large Pores, 6.4 Fluid Ounce Bottle

Visit the Paula's Choice Store
4.5 ★★★★★ 9,167 ratings | Search this page
Amazon's Choice in Facial Toners & Astringents by Paula's Choice
10K+ bought in past month

\$26⁰⁰ (\$4.06 / Fl Oz)
Get Fast, Free Shipping with Amazon Prime
FREE Returns

Get \$10 off instantly: Pay **\$16.00** ~~\$26.00~~ upon approval for the Amazon Store Card. No annual fee.

Size: **Full Size - 6.4 Fl. Oz**

Travel Size - 1 Fl Oz \$10.00 (\$10.00 / Fl Oz)	Full Size - 6.4 Fl. Oz \$26.00 (\$4.06 / Fl Oz)
---	---

Jumbo Size - 12 Fl. Oz
\$44.00
(\$3.67 / Fl Oz)

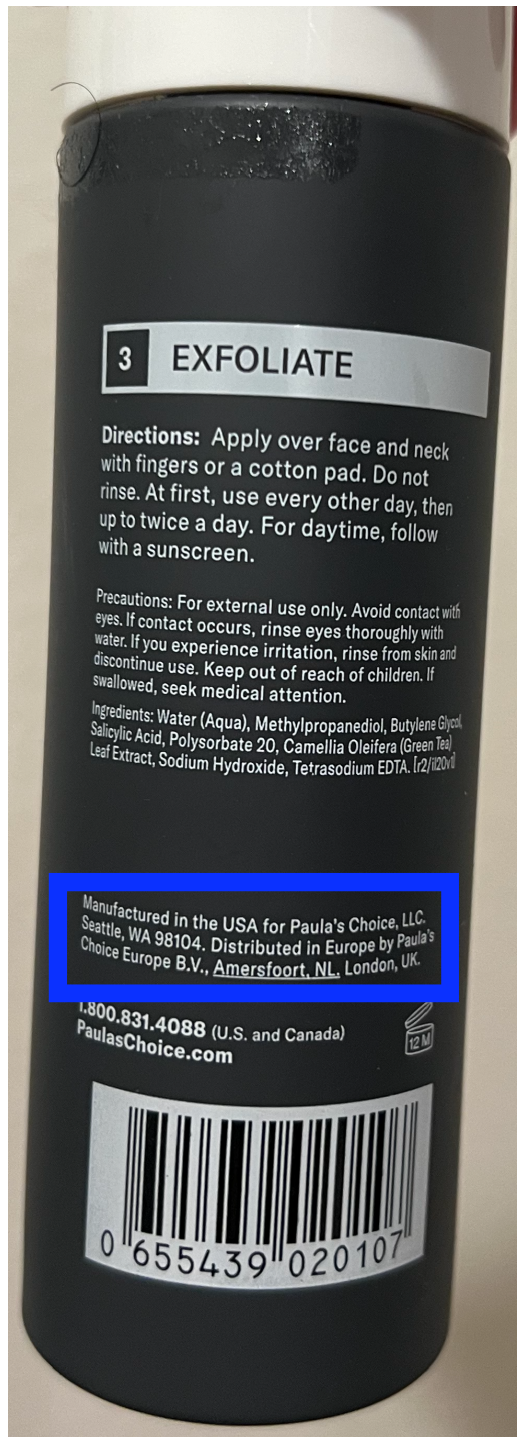
Brand Paula's Choice
Item Form Drop
Skin Type Oily, Acne Prone Skin, Combination, Normal
Material Type Free Silicone Free, Oil Free, Dye Free, Alcohol Free, Paraben Free
Product Benefits Hydrating, Pore Treatment, Even Toning, Oil Control, Soothing

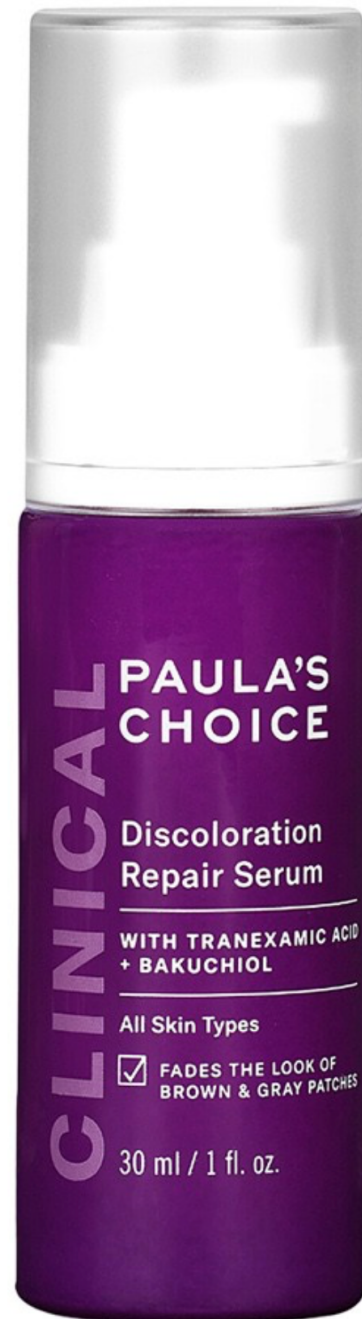
About this item

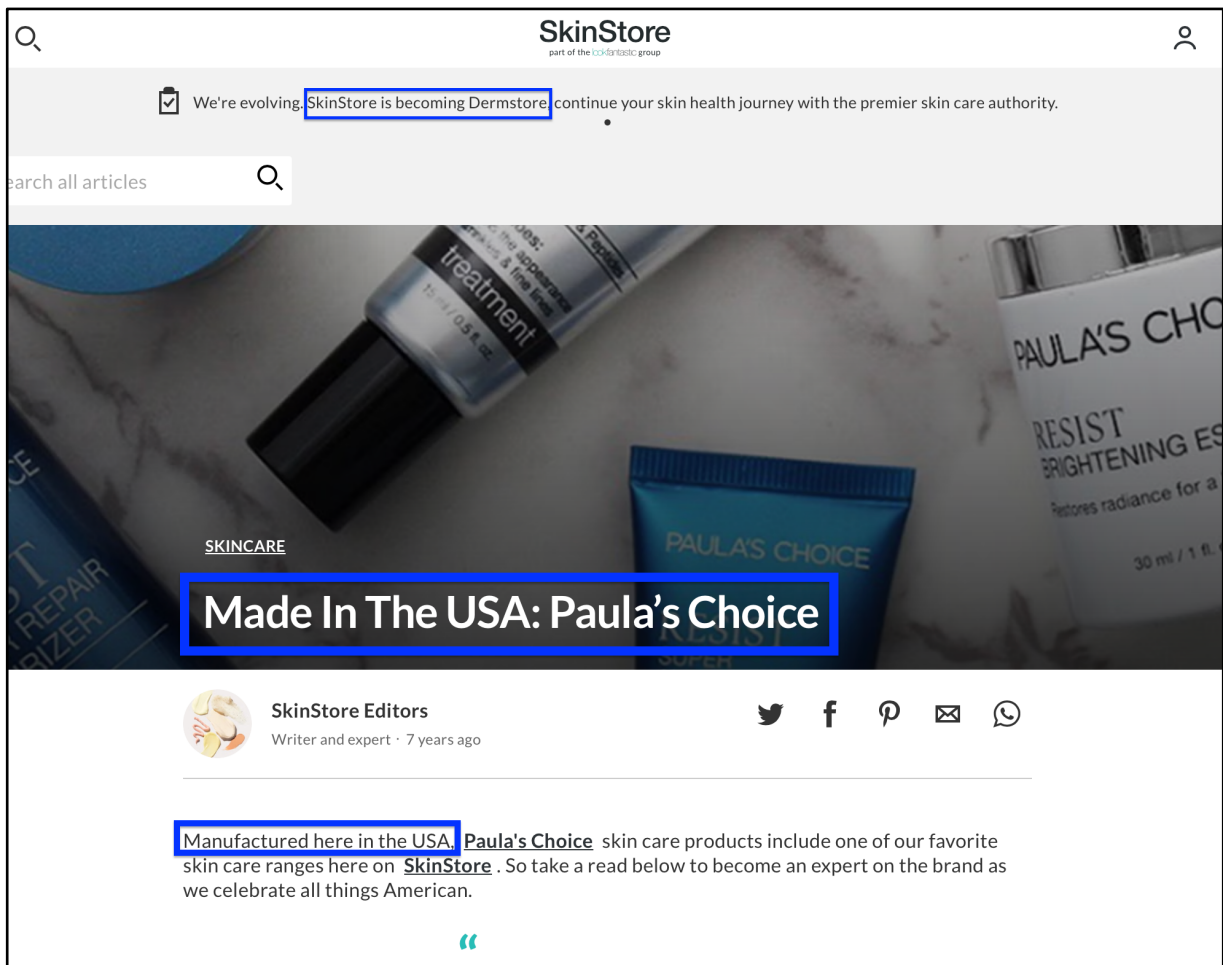
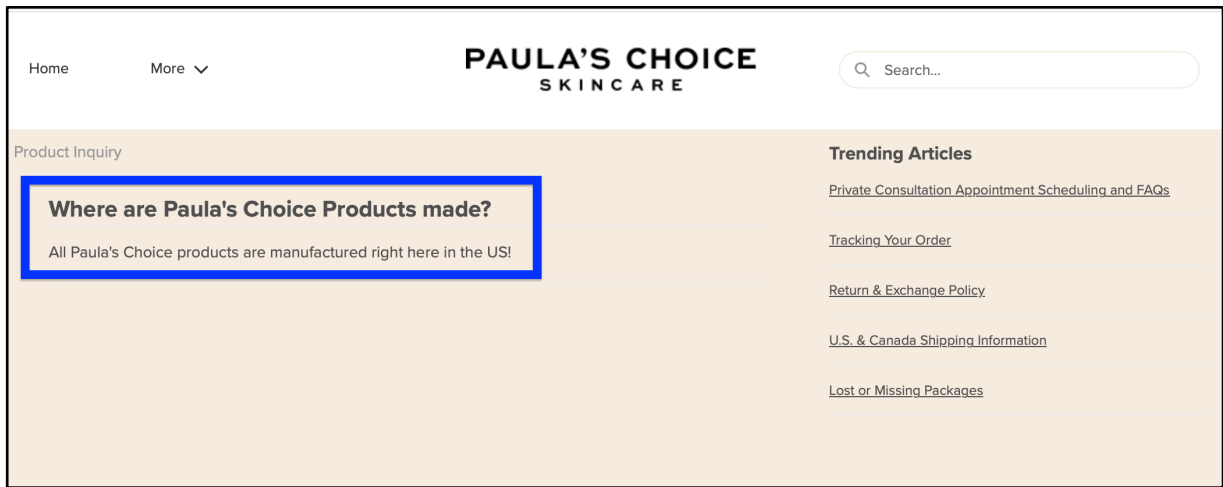
- MINIMIZE PORES AND ENHANCE THE YOUTHFUL APPEARANCE of your skin with our Skin Balancing Pore-Reducing Toner. Fight the effects of aging, reduce blackheads, and shrink pores, for smooth, unblemished skin. A great addition to your day or night routine. PACKAGING MAY VARY.
- Contains antioxidants and hydrating ceramides, making oily areas less noticeable and skin more even. This toner is specially formulated for use with oily skin, combination skin, enlarged pores, blemish-prone skin to balance, refine, and protect your skin.
- Our SKIN BALANCING Pore-Reducing Toner with Antioxidants balances oily, combination, and blemish-prone skin. Use day & night after your favorite Paula's Choice cleanser to remove the last traces of makeup, clear pores, & renew skin before moisturizing.
- Paula's Choice products are made with YOUR SKIN in mind. Whether your skin is dry, oily, combination, aging, acne or blemish-prone, sensitive, or dull; we've got a skincare solution for you. The search for amazing skincare ends here. Finally, you found it.
- SUSTAINABLE PACKAGING: As part of our pledge to the planet, we're removing extra plastic from packaging, like shrink wrap.
- Paula's Choice Skincare makes products that work. No fragrance, no parabens, no fluff. Just effective, science-backed formulas that target any concern from wrinkles to breakouts.

46. In addition to extensively and prominently marketing unqualified U.S. origin claims, Defendant also made such unqualified claims on the packaging of nearly every Class Product, as well as in a consumer-facing response within the FAQ section of its website. These representations—or materially similar ones—also appear prominently in the marketing and advertising of the Class Products on third-party reseller websites. Below are non-exhaustive examples of these

representations:







47. As a result of Defendant's unqualified U.S. origin claims in the marketing, advertising, and packaging of the Class Products, consumers, and even retailers, have been misled for years—prompting both initial and repeat purchases of products they reasonably believed were made in the United States using ingredients

1 and components sourced domestically.

2 48. Despite Defendant's prominent and unqualified representations that the Class
3 Products were "Made in USA" (or materially similar claims), the products are
4 substantially made with foreign ingredients—a fact that is not adequately disclosed
5 on the labeling, as required by the MUSA Rule and California law.

6 49. For example, the Product purchased by the Plaintiff contains *Camellia*
7 *sinensis* (tea) leaf extract⁹ and *Camellia oleifera*,¹⁰ neither of which are produced
8 commercially in the United States. Upon information and belief, the Product also
9 contains additional ingredients and components that are not sourced from the
10 United States.

11 50. Defendant's 25% Vitamin C + Glutathione Clinical Serum contains *Vanilla*
12 *planifolia* extract,¹¹ along with other ingredients and components that are not
13 sourced from the United States. Despite this, its marketing and packaging claimed
14 it was "Made (or Manufactured) in the USA" without clear and adequate
15 qualification.

16 51. Defendant's 1% Retinol Treatment Cream contains Castor Isostearate
17 Succinate¹² and *Glycyrrhiza Glabra*¹³ along with other ingredients and components
18 that are not sourced from the United States. Despite this, its marketing and
19 packaging claimed it was "Made (or Manufactured) in the USA" without clear and

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

22 ¹⁰ See https://en.wikipedia.org/wiki/Tea_seed_oil ("*Camellia oleifera* is grown mainly in China
23 for vegetable oil.")

24 ¹¹ See <https://journals.flvc.org/edis/article/view/134682> ("The United States is the world's largest
25 importer of vanilla beans, but domestic production is minimal. Southern Florida has a favorable
growing environment for vanilla cultivation. Though currently there is no commercial production
of vanilla in southern Florida...")

26 ¹² See <https://www.fao.org/faostat/en/#data/QCL/visualize> (Select Item: Castor oil seeds.
According to the Food and Agriculture Organization of the United Nations, castor oil seeds are
27 not produced in commercial quantities in the United States.)

28 ¹³ See Wahab, Shadma et al., *Glycyrrhiza glabra* (Licorice): A Comprehensive Review on Its
Phytochemistry, Biological Activities, Clinical Evidence and Toxicology. 10 PLANTS 2751 (2021)
(As shown in Figure 1, the United States is not identified as a commercial producer of licorice.)

adequate qualification.

52. Similarly, Defendant's C15 Super Booster contains Hydrogenated Castor Oil,¹⁴ along with other ingredients and components that are not sourced from the United States. Nevertheless, the Product's marketing and packaging prominently claimed it was "Made in USA" or "Manufactured in the USA," without any clear or adequate qualification regarding the origin of its foreign-sourced contents.

53. Numerous other products sold by Defendant feature the same unqualified "Made in the USA" claims, despite containing foreign-sourced ingredients. For instance, Defendant's Discoloration Repair Serum and 0.3% Retinol + 2% Bakuchiol Treatment both contain bakuchiol—an ingredient derived from the seeds and leaves of the babchi plant,¹⁵ which is not grown commercially in the United States. Nevertheless, both products were marketed and labeled as "Made in USA" (or with materially similar claims) without any qualifying language to disclose the foreign origin of this key ingredient.

54. Some of the ingredients, components, and even packaging used by Defendant may be sourced either domestically or internationally—information known exclusively to Defendant at this time. As such, Plaintiff cannot presently allege the full extent of Defendant's unqualified "Made in USA" violations without the benefit of discovery. Nevertheless, Defendant's blatant and willful disregard for the applicable laws is already evident from the foregoing non-exhaustive examples.

55. Upon information and belief, Defendant also marketed and promoted its unqualified "Made in the USA" claims across a wide range of channels beyond product packaging and retail listings. These include, but are not limited to, social media platforms, digital advertising, blog posts, and other customer-facing communications. The full scope and content of these representations are uniquely

¹⁴ See note 11, *supra*.

¹⁵ See https://en.wikipedia.org/wiki/Cullen_corylifolium ("[babchi] is native to north-east tropical Africa, the southern Arabian Peninsula, and tropical and subtropical Asia, including India and Sri Lanka.")

1 within Defendant's possession, custody, or control and are not presently available
2 to Plaintiff. Accordingly, Plaintiff cannot plead the extent of these additional
3 violations without the benefit of discovery.

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

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

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

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

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

22 **FACTS SPECIFIC TO PLAINTIFF KAITLYN ROBLYER**

23 61. On or about January 7, 2024, Plaintiff searched online while at her home in
24 Los Angeles County, California looking to purchase skincare products for various
25 purposes.

26 62. While browsing skincare products available for purchase online, Plaintiff
27 encountered the Product listed for sale on Amazon. Upon reviewing the images
28 displayed in the Product's Amazon listing, Plaintiff observed a prominent,

1 unqualified representation that the Product was “Made in USA” and “Formulated
2 and Manufactured in the USA.” These statements appeared without any disclosure
3 or qualification regarding the inclusion of foreign-sourced ingredients in the
4 Product’s formulation. A depiction of this representation, or a substantially similar
5 one, is included in ¶ 44, *supra*.

6 63. Relying on the unqualified “Made in USA” representation regarding the
7 Product, as any reasonable consumer would, and seeking to purchase a product
8 made in the United States with U.S. ingredients—especially since it is a personal
9 care product—Plaintiff purchased the Product for approximately \$35.00 (excluding
10 shipping and tax) from Amazon for her personal use.

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

18 65. Defendant’s representations regarding the Class Products were unfair,
19 deceptive, and misleading, as the Class Products were actually made with and/or
20 contained ingredients or components sourced, grown, or manufactured outside the
21 United States.

22 66. Accordingly, Defendant is not entitled to lawfully make unqualified
23 representations that the products were “Made in USA” or “Manufactured in the
24 USA.”

25 67. Such unqualified representations that the Product was made in the USA were
26 material to Plaintiff’s decision to purchase the Product.

27 68. Indeed, in deciding to purchase the Product, Plaintiff relied on the labeling,
28 marketing, and/or advertising prepared and approved by Defendant and its agents,

1 as disseminated through the Class Products' marketing, advertising and packaging
2 containing the misrepresentations alleged herein.

3 69. Had the Plaintiff known that the Product, the Class Products, and their
4 ingredients were not actually of U.S. origin, she would not have purchased the
5 Product.

6 70. In other words, Plaintiff would not have purchased the Product but for the
7 unqualified "Made in USA" claim on and regarding the Product and Class Products.

8 71. As a result, Plaintiff was harmed because Defendant took Plaintiff's money
9 due to its false, unqualified, unfair, and deceptive "Made in USA" representations
10 on and regarding the Product and Class Products.

11 72. Each time Plaintiff and putative Class members purchased a Class Product,
12 they relied on Defendant's unqualified U.S. origin representations in their
13 purchasing decisions, as is typical of most U.S. consumers.

14 73. Consequently, Plaintiff and other similarly situated consumers were deceived
15 by Defendant's actions.

16 74. Plaintiff believed, at the time of purchase, that the Product was of superior
17 quality and that she was supporting U.S. jobs, the U.S. economy, the environment,
18 and ethical working conditions by purchasing a product made with U.S.-sourced
19 ingredients, rather than ingredients and components sourced, grown, or made
20 outside the United States.

21 75. Ingredients and components grown or manufactured in the USA are subject
22 to strict regulatory requirements, including, but not limited to, agricultural,
23 environmental, labor, safety, ethical, and quality standards.

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

28 77. Additionally, foreign-sourced, grown, or manufactured ingredients and

1 components are generally of lower quality and less reliable than their U.S. origin
2 counterparts.

3 78. False, unqualified, unfair and deceptive representation that products are
4 “Made in USA” reduces overall customer satisfaction compared to if such products
5 were genuinely made in the U.S. using ingredients and components sourced, grown,
6 or made domestically.

7 79. Upon information and belief, the Class Products, including the Product
8 purchased by Plaintiff, contain foreign ingredients and are not worth the purchase
9 price paid by Plaintiff and putative Class members.

10 80. The precise amount of damages will be proven at the time of trial.

11 81. Plaintiff and Class members were harmed as a result of Defendant’s false,
12 unqualified, unfair and deceptive “Made in the USA” representations alleged
13 herein.

14 82. This false, unfair, and deceptive advertising of the Class Products by
15 Defendant presents an ongoing threat to consumers, as Defendant’s conduct
16 continues to this day.

17 **CLASS ALLEGATIONS**

18 83. Plaintiff brings this action on behalf of Plaintiff and all others similarly
19 situated.

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

22 All persons in California who purchased one or more of
23 the Class Products marketed or labeled as “Made in USA”
24 or any derivative thereof on the product or in its marketing,
25 and that were made with or contained ingredients or
26 components not grown or manufactured in the USA,
27 within four years prior to the filing of this Complaint.
28

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

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

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

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

- The nature, scope, and operations of the wrongful practices of Defendant;
- Whether Class Products are or have been represented as being of U.S. origin without clear and adequate qualification;
- Whether Defendant negligently or intentionally misrepresented or omitted the fact that the Class Products, including the Product purchased by the Plaintiff and other Class members, were sold illegally in California;
- Whether Defendant knew or should have known that its business practices were unfair and/or unlawful;
- Whether Defendant's conduct violated the CLRA;
- Whether Defendant's conduct violated the FAL;

- Whether Defendant's conduct was "unlawful" as that term is defined in the UCL;
- Whether Defendant's conduct was "unfair" as that term is defined in the UCL;
- Whether Defendant was unjustly enriched by its unlawful, unfair 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.

89. 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 USA," or any derivative thereof, without clear and adequate qualification.

90. 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.

91. Predominance: Defendant has engaged in a common course of conduct toward Plaintiff and members of the Class, in that Plaintiff and members of the

1 Class were induced to purchase the Class Products. The common issues arising from
2 Defendant's conduct affecting members of the Class set out above predominate over
3 any individual issues. Adjudication of these common issues in a single action has
4 important and desirable advantages of judicial economy.

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

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

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

23 95. Defendant has acted on grounds that apply generally to the Class, so that
24 Class certification is appropriate.

25 //

26 //

27 //

28 //

CAUSES OF ACTION

FIRST CAUSE OF ACTION

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

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

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

98. 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.

99. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 109. 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

1 by the Plaintiff and Class members.

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

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

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

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

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

23 115. Pursuant to California Civil Code § 1782(a), on or about August 19, 2024,
24 Plaintiff sent Defendant a notice and demand for corrective action (the "CLRA
25 Demand") via certified mail, informing Defendant of its violations of the CLRA
26 and demanding that it cease and desist from such violations, as well as make full
27 restitution by refunding all monies received in connection therewith.

28 116. On or about May 13, 2025, Plaintiff sent Defendant a second CLRA Demand.

1 Plaintiff reserves the right to amend the Complaint under § 1782(d) to seek damages
2 and attorneys' fees.

3 117. As a direct and proximate result of Defendant's violations of the CLRA,
4 Plaintiff and members of the Class are entitled to a declaration that Defendant
5 violated the CLRA.

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

9 119. Attached hereto as **Exhibit B** is a sworn declaration from Plaintiff pursuant
10 to Cal. Civ. Code § 1780(d).

11 **SECOND CAUSE OF ACTION**

12 **Violations of California's Unfair Competition Law ("UCL")**
13 **(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

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

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

19 122. Plaintiff and Defendant are each "person[s]" as defined by California
20 Business & Professions Code § 17201.

21 123. California Business & Professions Code § 17204 authorizes a private right of
22 action on both an individual and representative basis.

23 124. "Unfair competition" is defined by Business and Professions Code Section §
24 17200 as encompassing several types of business "wrongs," four of which are at
25 issue here: (1) an "unlawful" business act or practice, (2) an "unfair" business act
26 or practice, (3) a "fraudulent" business act or practice, and (4) "unfair, deceptive,
27 untrue or misleading advertising."
28

1 125. The definitions in § 17200 are drafted in the disjunctive, meaning that each
2 of these “wrongs” operates independently from the others.

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

6
7 **A. “Unlawful” Prong**

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

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

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

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

26 131. Instead, Defendant deliberately and deceptively misled consumers through
27 unlawful and unfair practices for its own economic gain.
28

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

4 **B. “Unfair” Prong**

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

7 134. The Defendant engaged in a pattern of unfair business practices that violate
8 both the letter and intent of the rules, regulations, and laws governing "Made in
9 USA" claims. Specifically, it employed conduct and practices that either threaten
10 or directly violate these laws by manufacturing, distributing, and/or marketing the
11 Class Products with unqualified, unfair, and deceptive “Made in USA” claims.
12 These actions constitute violations of the CLRA and both federal and state “Made
13 in USA” statutes.

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

21 136. Defendant’s conduct includes, but is not limited to, manufacturing,
22 distributing, marketing, and/or advertising the Class Products with unqualified,
23 unfair, and deceptive U.S. origin claims. As a result: (1) the injury to consumers
24 was substantial; (2) the injury was not outweighed by any countervailing benefits
25 to consumers or competition; and (3) the injury was one that consumers could not
26 have reasonably avoided.

27 137. Without limitation, Defendant’s knowing mislabeling of the Class Products
28 constitutes an unfair and deceptive business practice, misleading consumers into

believing they are purchasing products made in the United States without foreign ingredients. As a result, Plaintiff could not have reasonably avoided the injury caused.

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

C. “Fraudulent” Prong

139. 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.

140. Particularly, the Class Products, including the Product Plaintiff purchased on January 7, 2024, from the Amazon, were labeled, marketed and advertised “Made in USA” and “Manufactured 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.

141. Relying on the unqualified “Made in USA” language found in the Product’s marketing and advertising, Plaintiff purchased the Product for approximately \$35.00, excluding shipping and tax.

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

143. 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.

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

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

145. 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 USA” when Defendant’s Class Products are in fact made with or contain ingredients and components that are not manufactured in the United States.

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

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

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

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

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

1 151. Defendant's alleged unlawful, unfair, and deceptive business practices, along
2 with their unfair, deceptive, untrue, or misleading advertising, present a continuing
3 threat to Plaintiff, the Class, and the public as Defendant continues to engage in
4 unlawful conduct that harms consumers.

5 152. Such acts and omissions by Defendant are unlawful, unfair, and/or deceptive,
6 constituting violations of Business & Professions Code §§ 17200, *et seq.* Plaintiff
7 reserves the right to identify additional violations by Defendant as may be
8 uncovered through discovery.

9 153. As a direct and proximate result of the acts and representations described
10 above, Defendant has received and continues to receive unearned commercial
11 benefits at the expense of its competitors and the public.

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

16 155. Plaintiff was harmed because Defendant took Plaintiff's money through
17 unqualified, unfair, and deceptive representations made regarding the Class
18 Products.

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

25 157. Plaintiff wants to purchase the Class Products again but cannot be certain that
26 she would be misled again in the future unless and until Defendant makes
27 appropriate changes to its Class Products' labeling and marketing as is requested
28 herein.

1 158. Pursuant to Bus. and Prof. Code § 17203, Plaintiff and the proposed Class
2 are entitled to, and hereby seek, injunctive relief to prevent Defendant from
3 continuing the conduct in question. Additionally, Plaintiff seeks public injunctive
4 relief regarding Defendant's marketing and sale of products represented as "Made
5 in USA" without clear and proper qualification.

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

9 **THIRD CAUSE OF ACTION**

10 **Violations of California's False Advertising Law ("FAL")** 11 **(Cal. Bus. & Prof. Code §§ 17500, *et seq.*)**

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

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

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

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

5 164. As a result, pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff and
6 members of the Class are entitled to injunctive relief, equitable relief, and
7 restitution.

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

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

14
15 **FOURTH CAUSE OF ACTION**
16 **Breach of Express Warranty**

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

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

22 169. Defendant's representations regarding the Class Products' unqualified U.S.
23 origin constitute affirmations of fact.

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

1 171. Defendant's statements—featured prominently in the advertising, marketing
2 and labeling of the Class Products constitutes an express warranty regarding the
3 products' U.S. origin, including their ingredients.

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

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

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

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

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

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

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

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

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

1 180. Under California law, the elements of unjust enrichment are the receipt of a
2 benefit and the unjust retention of that benefit at the expense of another.

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

7 182. Plaintiff and members of the Class allege that Defendant owes them money
8 for the unjust conduct described herein that resulted in the wrongful acquisition of
9 funds.

10 183. An undue advantage was taken of Plaintiff's and the Class's lack of
11 knowledge of the deception, resulting in money being extracted to which Defendant
12 had no legal right.

13 184. Defendant is therefore indebted to Plaintiff and members of the Class in a
14 specific sum—the amount of money each paid for the Class Products, which
15 Defendant should not retain in equity and good conscience.

16 185. Defendant is therefore liable to Plaintiff and members of the Class for the
17 amount of unjust enrichment.

18 186. Defendant's retention of any benefit, whether directly or indirectly collected
19 from Plaintiff and members of the Class, violates principles of justice, equity, and
20 good conscience.

21 187. As a result, Defendant has been and continues to be unjustly enriched.

22 188. Plaintiff and the Class are entitled to recover from Defendant all amounts that
23 Defendant has wrongfully and improperly obtained, and Defendant should be
24 required to disgorge to Plaintiff and members of the Class the benefits is has
25 unjustly received.

26 189. Defendant accepted and retained such benefits with knowledge that Plaintiff's
27 and members of the Class's rights were being violated for financial gain. Defendant
28 has been unjustly enriched by retaining the revenues and profits obtained from

1 Plaintiff and members of the Class, and such retention under these circumstances is
2 both unjust and inequitable.

3 190. As a direct and proximate result of Defendant's unlawful practices and the
4 retention of monies paid by Plaintiff and members of the Class, Plaintiff and the
5 Class have suffered concrete harm and injury.

6 191. Defendant's retention of the non-gratuitous benefits conferred upon it by
7 Plaintiff and members of the Class would be unjust and inequitable.

8 192. Plaintiff and members of the Class are entitled to seek disgorgement and
9 restitution of wrongful profits, revenue, and benefits conferred upon Defendant, in
10 a manner to be determined by this Court.

11
12 **SIXTH CAUSE OF ACTION**
Negligent Misrepresentation

13 193. 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:

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

20 195. Plaintiff alleges that Defendant made these negligent, unqualified
21 representations with the intent to induce the public, including Plaintiff and the
22 putative Class members, to purchase the Class Products.

23 196. Plaintiff and other similarly situated persons saw, believed, and relied upon
24 Defendant's negligent, unqualified "Made in USA" representations, and purchased
25 the Class Products based on that reliance.
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1 197. At all relevant times, Defendant made the negligent, unqualified
2 representations alleged herein, knowing or reasonably should have known, that such
3 representations were unfair, deceptive, inaccurate, and misleading.

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

9
10 **SEVENTH CAUSE OF ACTION**
Intentional Misrepresentation

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

13 200. From an unknown date until the filing of this Complaint, Defendant
14 knowingly represented to Plaintiff and others similarly situated, through product
15 labeling and marketing practices, that the Class Products were "Made in USA"
16 without qualification of foreign ingredients.

17 201. Defendant acted intentionally by willfully and purposefully distributing
18 inaccurate and unqualified marketing statements regarding the Class Products,
19 including on their labels.

20 202. However, as described above, the unqualified "Made in USA"
21 representations are unfair, deceptive, false, and misleading.

22 203. Defendant knew these representations were false and, over a period of years,
23 continued to market and label the Class Products as "Made in USA" without
24 qualifying the presence of foreign ingredients.

25 204. Defendant further knew that retailers were marketing the Class Products in
26 false or misleading ways, as Defendant designed, manufactured, and affixed the
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28

product labeling to the Class Products before supplying them to the retailers and also distributed marketing materials to retailers.

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

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

207. By engaging in the acts described above, Plaintiff and the putative Class are 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;
- 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 under 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
- 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

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

Dated: May 13, 2025

Respectfully submitted,

KAZEROUNI LAW GROUP, APC

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