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

13 LETICIA DEANDA, individually and
14 on behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 NEW ERA REAL ESTATE
18 SOLUTIONS LLC,

19 Defendant.

CASE NO.

CLASS ACTION COMPLAINT
DEMAND FOR JURY TRIAL

1 Plaintiff Leticia DeAnda (“Plaintiff”), through her undersigned attorneys, files
2 this Class Action Complaint against Defendant New Era Real Estate Solutions LLC
3 (“Defendant”), individually and on behalf of all others similarly situated, and
4 complains and alleges upon personal knowledge as to herself and her own acts and
5 experience, and as to all other matters, upon information and belief, including
6 investigation conducted by her attorneys.

7 **NATURE OF THE CASE**

8 1. This class action challenges Defendant’s false and deceptive practices in
9 the marketing and sale of its Nutrivein Premium Berberine+ made with Ceylon
10 Cinnamon (1200 MG PER SERVING) (the “Product”).

11 2. Specifically, the principal display panel of the Product prominently
12 promises “1200 MG PER SERVING” (*see* ¶ 17). Immediately above this
13 representation, the Product also states, “BERBERINE.” Together, these
14 representations lead reasonable consumers to believe the Product contains 1200
15 milligrams of berberine per serving.

16 3. However, unbeknownst to consumers, the Product does not contain 1200
17 milligrams of berberine per serving. Indeed, multiple laboratory tests confirm the
18 Product contains significantly less berberine per serving.

19 4. Plaintiff and other consumers reasonably relied on Defendant’s
20 deceptive labeling and marketing of the Product, reasonably believing it contains
21 1200 milligrams of berberine per serving.

22 5. Had Plaintiff and Class members been aware that the Product does not
23 contain 1200 milligrams of berberine per serving, Plaintiff and Class members would
24 not have purchased the Product or would have paid significantly less for it.
25 Accordingly, Plaintiff and Class members were financially injured by Defendant’s
26 deceptive business practices, and paid a price premium based upon their reliance on
27 Defendant’s front label representations.

28

1 **JURISDICTION AND VENUE**

2 6. This Court has subject matter jurisdiction under the Class Action
3 Fairness Act, 28 U.S.C. § 1332(d)(2)(A), because there are 100 or more Class
4 members; at least one Class member is a citizen of a state that is diverse from
5 Defendant’s citizenship; the matter in controversy exceeds \$5 million, exclusive of
6 interest and costs; and none of the exceptions under that subsection apply to this
7 action.

8 7. This Court has personal jurisdiction over Defendant because Defendant
9 operates, conducts and engages in substantial business in this judicial district;
10 Defendant caused injury to persons within this state; and a substantial portion of the
11 actions giving rise to the claims took place in this judicial district.

12 8. Venue is appropriate in this District pursuant to 28 U.S.C. § 1391(b)(2)
13 because this is a judicial district in which a substantial part of the events giving rise
14 to the claims occurred and Plaintiff resides in this judicial district.

15 **PARTIES**

16 ***Plaintiff Leticia DeAnda***

17 9. Plaintiff is a citizen of the United States and a resident of the State of
18 California. On or around April 17, 2025, Plaintiff purchased the Product from
19 Amazon.com while residing in Fresno, California. Based on the “1200 MG PER
20 SERVING” and “Berberine” representations on the front label of the Product,
21 Plaintiff reasonably believed the Product contained 1200 mg of berberine per serving.
22 Had Plaintiff known that this was not the case, she would not have purchased the
23 Product, or would have paid significantly less for it. Therefore, Plaintiff suffered
24 injury in fact and lost money as a result of Defendant’s misleading, false, unfair and
25 deceptive practices, as described herein.

26 10. Despite Defendant’s misrepresentations, Plaintiff would purchase the
27 Product, as labeled, if it contained the represented 1200mg of berberine per serving.
28 Although Plaintiff regularly shops at retailers that carry the Product, absent an

1 injunction of Defendant’s deceptive labeling and marketing, she will be unable to rely
2 with confidence on Defendant’s labeling and marketing of the Product in the future.
3 Furthermore, while Plaintiff currently believes the Product’s labeling and marketing
4 is inaccurate, she lacks personal knowledge as to Defendant’s specific business
5 practices, and thus, she will not be able to determine whether the Product truly
6 contains 1200mg of berberine per serving in the future. This is particularly true
7 because Plaintiff has no way of confirming how much berberine the Product actually
8 contains. This leaves doubt in her mind as to the possibility that at some point in the
9 future the Product could be made in accordance with its representations. This
10 uncertainty, coupled with her desire to purchase the Product, is an ongoing injury that
11 can and would be rectified by an injunction enjoining Defendant from making the
12 alleged misleading representations. In addition, other Class members will continue to
13 purchase the Product, reasonably but incorrectly, believing that it contains 1200 mg
14 of berberine per serving.

15 ***Defendant New Era Real Estate Solutions LLC***

16 11. Defendant is a Washington limited liability company with its principal
17 place of business in Renton, Washington. Defendant, itself and through its agents,
18 manufacturers, markets, labels, packages, distributes and sells various supplements,
19 including the Nutrivein berberine supplement at issue in this Complaint in the State
20 of California.

21 **FACTUAL ALLEGATIONS**

22 12. Berberine is a compound that has been used for thousands of years as a
23 holistic medicine to treat infections, promote wound healing and to remedy
24 gastrointestinal disorders.¹

25 13. Today, berberine is sold in herbal dietary supplement form and is
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¹ *In the News: Berberine*, Nat. Center for Complementary Integrative Health
28 (“NIH”) (June, 2023), <https://www.nccih.nih.gov/health/in-the-news-berberine>.

1 associated with numerous health benefits including as “a remedy for diabetes, high
2 cholesterol levels, high blood pressure, and canker sores, and most recently as a
3 weight loss aid.”²

4 14. In fact, “[m]any studies show that berberine can significantly lower
5 blood sugar levels in people with type 2 diabetes.”³ This reduction in blood sugar is
6 attributed to berberine’s ability to decrease insulin resistance, increase glycolysis,
7 decrease sugar production in the liver, slow down the breakdown of carbohydrates
8 and increase beneficial bacteria in your gut.⁴

9 15. On social media many consumers share their experiences with berberine
10 supplements as a part of their weight loss journey, which has led to a spike in the
11 popularity of berberine supplements.⁵

12 16. The Product at issue in the Complaint is the Nutrivein Premium
13 Berberine+ made with Ceylon Cinnamon (1200 MG PER SERVING).

14 17. On the front and center of the Product’s label, Defendant prominently
15 states “1200 MG PER SERVING.” Immediately above this representation, the
16 Product’s label also states, “BERBERINE.” Together, these front-label
17 representations lead reasonable consumers to believe the Product contains 1200 mg
18 of berberine per serving.

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24 ² *Id.*

25 ³ Kris Gunnars, *Berberine – A Powerful Supplement With Many Benefits*,
26 healthline (June 13, 2023), <https://www.healthline.com/nutrition/berberine-powerful-supplement#blood-sugar-regulation>.

27 ⁴ *Id.*

28 ⁵ NIH *supra* note 1.

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18. Consumers reasonably rely on this dosage information provided on the Product’s labeling and marketing, reasonably believing that the Product contains the promised 1200 mg of berberine per serving.

19. However, unbeknownst to consumers, the Product does not contain the promised dosage of berberine per serving.

20. Instead, multiple laboratory analyses revealed that each *servicing of the Product provides significantly less berberine than advertised*. For example,

1 independent testing conducted in 2023 found each capsule contains only 152 to 156
2 mg of berberine HCl, meaning *each* serving contains between 304 to 312 mg of
3 berberine HCL.⁶ Plaintiff performed her own testing, which confirmed this gross
4 deficiency, finding that each serving of the Product contained between 23.6 and 55.28
5 mg of berberine per serving. Consumers therefore receive significantly less berberine
6 than advertised.

7 21. Thus, reasonable consumers are grossly misled by Defendant’s front-
8 label representations, believing the Product contains 1200 mg of berberine, when that
9 is simply not the case.

10 22. For dietary ingredients specifically added to products, such as berberine,
11 the U.S. Food and Drug Administration (“FDA”) explicitly requires that the product
12 “must contain 100% of the volume or weight . . . declared on the label.”⁷

13 23. Any shortfall renders a product “misbranded and in violation of the
14 law.”⁸ Under California’s Sherman Food, Drug, and Cosmetic Law (the “Sherman
15 Law”), all federal regulations adopted pursuant to the Federal Food, Drug and
16 Cosmetic Act (“FDCA”) are incorporated as state regulations.⁹ Therefore, this dietary

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18 ⁶ In November 2023, the Product was tested by both NOW Foods and the
19 independent laboratory Alkemist Labs using high-performance liquid
20 chromatography (HPLC) to measure the actual amount of berberine hydrochloride.
21 HPLC is a precise method that can detect the potency of dietary ingredients. *NOW’s*
22 *Testing Results of Berberine Products*, nowfoods.com (Dec. 2023),
[https://www.nowfoods.com/healthy-living/articles/nows-testing-results-berberine-
products-december-2023](https://www.nowfoods.com/healthy-living/articles/nows-testing-results-berberine-products-december-2023). These results were corroborated by Plaintiff’s testing.

23 ⁷ “For dietary ingredients that are specifically added, your product must contain
24 100% of the volume or weight that you have declared on the label, with the exception
25 of a deviation that is attributable to the analytical method. Products that contain less
26 than this amount of such a dietary ingredient would be misbranded and in violation
of the law.” 21 C.F.R. §§ 101.9(g)(3)-(4); *see also* FDA Dietary Supplement Labeling
Guide, IV: Nutrition Labeling. Available at <https://bit.ly/3YhDYxh>.

27 ⁸ *Id.*

28 ⁹ “All food labeling regulations and any amendments to those regulations adopted

1 supplement misbranding is also a violation of California state law.

2 24. Thus, Defendant was required by the FDA and California law to
3 accurately represent the amount of berberine present in the Product.

4 25. While Plaintiff is not bringing claims to enforce the FDA's rules and
5 regulations, the fact that the FDA requires that supplement products must contain
6 "100% of the volume or weight . . . declared on the label" demonstrates that
7 reasonable consumers can be misled by the challenged representations here.

8 26. This is because consumers reasonably trust and rely on a supplement's
9 front label representations to accurately state the amount of the desired nutrient
10 present in supplement products.

11 27. Because the Product does not contain the represented 1200 mg of
12 berberine per serving, reasonable consumers are misled by the Product's labeling and
13 marketing.

14 28. Defendant also knew, or should have known, that Plaintiff and other
15 consumers, in purchasing the Product, rely on Defendant's labeling and marketing.
16 Nonetheless, Defendant deceptively labels and markets the Product in order to
17 deceive consumers into believing that they are getting considerably more berberine
18 per serving than they really are.

19 29. Plaintiff and other consumers purchased the Product and paid a premium
20 price as a result of their reliance on the false and deceptive labeling and marketing of
21 the Product.

22 30. Had Plaintiff and other consumers been aware that the Product does not
23 contain 1200 mg of berberine per serving, they would not have purchased the Product
24 or would have paid significantly less for it.

25 31. Accordingly, Plaintiff and Class members were injured by Defendant's
26 _____
27 pursuant to the federal act, in effect on January 1, 1993, or adopted on or after that
28 date, are the food labeling regulations of this state." California Health & Safety Code
§ 110100(a).

1 deceptive business practices.

2 **TOLLING AND ESTOPPEL OF STATUTE OF LIMITATIONS**

3 32. For years Defendant had actual knowledge that the Product does not
4 contain 1200 mg of berberine per serving.

5 33. Defendant has a duty to accurately disclose the amount of berberine per
6 serving in its Product. Yet despite its duty and knowledge, Defendant misrepresented
7 that fact.

8 34. Defendant made, and continues to make, affirmative misrepresentations
9 to consumers to promote the sale of the Product, including that the Product contains
10 1200 mg of berberine per serving.

11 35. Defendant misrepresented material facts that are important to Plaintiff
12 and Class members in deciding whether to purchase the Product. Defendant's
13 misrepresentation was knowing, and it intended to, and did, deceive reasonable
14 consumers, including Plaintiff and Class members.

15 36. As a result, Plaintiff and Class members reasonably relied upon
16 Defendant's affirmative misrepresentations of these material facts and suffered injury
17 as a proximate result of that justifiable reliance.

18 37. The amount of berberine per serving in the formulation, design and/or
19 manufacture of the Product was not reasonably detectible to Plaintiff and Class
20 members.

21 38. At all times, Defendant actively and intentionally misrepresented the
22 berberine content per serving in its Product and failed to inform Plaintiff and Class
23 members of the actual amount it contains per serving. Plaintiff's and Class members'
24 lack of awareness was thus not attributable to a lack of diligence on their part.

25 39. The statements, words and acts by Defendant were made for the purpose
26 of misrepresenting the truth that the Product does not contain 1200 mg of berberine
27 per serving.

28 40. Defendant misrepresented the accurate amount of berberine per serving

1 for the purpose of delaying Plaintiff and Class members from filing a complaint on
2 their causes of action.

3 41. Due to Defendant's active misrepresentation to Plaintiff and Class
4 members of the true amount of berberine contained in its Product per serving, any and
5 all applicable statutes of limitations that may otherwise be applicable to the
6 allegations are tolled. Moreover, Defendant is estopped from relying on any statute of
7 limitations in light of its active misrepresentation regarding the berberine content per
8 serving in its Product.

9 42. Furthermore, the causes of action alleged herein did not occur until
10 Plaintiff and Class members discovered the Product indeed did not contain 1200 mg
11 of berberine per serving. Plaintiff and Class members had no realistic ability to discern
12 that the Product did not possess the alleged berberine content per serving until they
13 learned the Product did not actually contain the represented amount. In either event,
14 Plaintiff and Class members were hampered in their ability to discover their causes of
15 action because of Defendant's active misrepresentation regarding the true nature of
16 its Product.

17 **FED. R. CIV. P. 9(b) ALLEGATIONS**

18 43. Although Defendant is in the best position to know what content it placed
19 on its Product packaging, on Amazon.com and on its website(s) during the relevant
20 timeframe, and the knowledge it had regarding the berberine content in the Product
21 per serving, to the extent necessary, Plaintiff satisfies the requirements of Rule 9(b)
22 by alleging the following facts with particularity:

23 44. **WHO:** Defendant made material misrepresentations of fact through its
24 Product packaging, on Amazon.com and on its website(s) regarding the amount of
25 berberine in the Product per serving.

26 45. **WHAT:** Defendant's conduct was, and continues to be, fraudulent
27 because it misrepresented the amount of berberine in the Product per serving, a fact
28 that Defendant knew, or should have known, to be true, but nonetheless marketed,

1 and continues to market, the Product as containing 1200 mg of berberine per serving.
2 Thus, Defendant's conduct deceived Plaintiff and Class members into believing that
3 the Product contained 1200 mg of berberine per serving. Defendant knew, or should
4 have known, this information is material to reasonable consumers—including
5 Plaintiff and Class members—in making their purchasing decisions, yet it continued
6 to pervasively market and label its Product as containing 1200 mg of berberine per
7 serving.

8 46. **WHEN:** Defendant made material misrepresentations during the
9 putative class periods and at the time Plaintiff and Class members purchased the
10 Product, prior to and at the time Plaintiff and Class members made claims after
11 realizing the Product did not contain 1200 mg per serving, and continuously
12 throughout the applicable class periods.

13 47. **WHERE:** Defendant's marketing message was uniform and pervasive,
14 carried through material misrepresentations on the Product's labeling and packaging,
15 its website(s) and the websites of retailers like Amazon.com.

16 48. **HOW:** Defendant made material misrepresentations of material facts
17 regarding the Product, including, but not limited to, the amount of berberine per
18 serving in the Product.

19 49. **WHY:** Defendant made the material misrepresentations detailed herein
20 for the express purpose of inducing Plaintiff, Class members and all reasonable
21 consumers to purchase and/or pay a premium price for the Product, the effect of which
22 was Defendant profited by selling the Product to many thousands of consumers.

23 50. **INJURY:** Plaintiff and Class members purchased, paid a premium or
24 otherwise paid more for the Product when they otherwise would not have absent
25 Defendant's misrepresentations.

26 **CLASS DEFINITIONS AND ALLEGATIONS**

27 51. Plaintiff brings this action individually and as a representative of all
28 those similarly situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2) and 23(b)(3), on

1 behalf of herself and the members of the following proposed multi-state class (“Multi-
2 State Consumer Protection Class”)¹⁰:

3 During the fullest period allowed by law, all persons who
4 purchased the Product in the state of California or any state with
5 similar laws,¹¹ within the applicable statute of limitations for
personal use and not resale, until the date notice is disseminated.

6 52. Plaintiff further brings this action individually and as a representative of
7 all those similarly situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2) and 23(b)(3)
8 on behalf of herself and the members of the following class (“California Class”):

9 During the fullest period allowed by law, all persons who
10 purchased the Product in the State of California, within the
11 applicable statute of limitations for personal use and not resale,
12 until the date notice is disseminated.

13 53. Members of the Multi-State Consumer Protection Class and California
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15 ¹⁰ Unless otherwise specified, all references in this Complaint to “Classes” or the
16 “Class” refer collectively to the Multi-State Consumer Protection Class and California
Class.

17 ¹¹ While discovery may alter the following, Plaintiff asserts that the other states
18 with similar consumer fraud laws under the facts of this case include, but are not
19 limited to: Alaska (AS §§ 45.50.471, *et seq.*), Arkansas (Ark. Code §§ 4-88-101, *et*
20 *seq.*), California (Cal. Bus. & Prof. Code §§ 17200, *et seq.*), Connecticut (Conn. Gen.
21 Stat. §§ 42-110, *et seq.*), Delaware (Del. Code tit. 6, §§ 2511, *et seq.*), District of
22 Columbia (D.C. Code §§ 28-3901, *et seq.*), Florida (Fla. Stat. §§ 501.201, *et seq.*),
23 Hawaii (Haw. Rev. Stat. §§ 480-1, *et seq.*), Illinois (815 ICLS §§ 501/1, *et seq.*),
24 Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq.*), Michigan (Mich. Comp. Law §§
25 445.901, *et seq.*), Minnesota (Minn. Stat. §§ 325F.67, *et seq.*), Missouri (Mo. Rev.
26 Stat. §§ 407.010, *et seq.*), New Jersey (N.J. Stat. §§ 56:8-1, *et seq.*), New York (N.Y.
27 Gen. Bus. Law. §§ 349, *et seq.* and §§ 350, *et seq.*), Rhode Island (R.I. Gen. Laws §§
28 6-13.1-1, *et seq.*), Vermont (Vt. Stat. tit. 9, §§ 2451, *et seq.*), Washington (Wash. Rev.
Code §§ 19.86.010, *et seq.*), and Wisconsin (Wis. Stat. §§ 100.18, *et seq.*). *See Langan*
v. Johnson & Johnson Consumer Companies, Inc., 897 F.3d 88, 96 (2d Cir. 2018);
Mancuso v. RFA Brands, LLC, 454 F. Supp. 3d 197, 201, 204 (W.D.N.Y. 2020); *see*
also Benson v. Newell Brands, Inc., No. 19 C 6836, 2021 WL 5321510, *9-10 (N.D.
Ill. Nov. 16, 2021) (certifying a similar multi-state consumer protection class).

1 Class are referred to collectively as the “Class members.” Specifically excluded from
2 these definitions are: (1) Defendant, any entity in which Defendant has a controlling
3 interest, and its legal representatives, officers, directors, employees, assigns and
4 successors; (2) the Judge to whom this case is assigned and any member of the Judge’s
5 staff or immediate family; and (3) Class Counsel. Plaintiff reserves the right to amend
6 the Class definition, as necessary.

7 54. Certification of Plaintiff’s claims for class-wide treatment is appropriate
8 because Plaintiff can prove the elements of the claims on a class-wide basis using the
9 same evidence that individual Class members would use to prove those elements in
10 individual actions alleging the same claims.

11 55. **Numerosity:** The Class members are so numerous that joinder of all
12 members is impracticable given their numbers and geographic diversity. While the
13 exact number of Class members is presently unknown, it likely consists of thousands
14 of consumers. Nonetheless, the Class is readily identifiable from information and
15 records in the possession of Defendant, and the number of Class members can be
16 determined by sales information and other records.

17 56. **Typicality:** The claims are typical in that Plaintiff, like all Class
18 members, purchased the Product that was manufactured, marketed, advertised,
19 distributed and sold by Defendant. Furthermore, the factual basis of Defendant’s
20 misconduct is common to all Class members because Defendant engaged in
21 systematic behavior that was deliberate, resulting in the same injury to all Class
22 members.

23 57. **Commonality:** Common questions of law and fact exist as to all Class
24 members and these questions predominate over questions that may affect only
25 individual Class members. Defendant acted on grounds generally applicable to the
26 Class and such common legal and/or factual questions include, *inter alia*:

- 27 (a) Whether the Product is mislabeled with representations
28 that the Product contains 1200 mg of berberine per serving

- 1 when, in fact, the Product does not deliver the promised
2 amount;
- 3 (b) Whether Defendant's practices in labeling and marketing
4 the Product tend to mislead reasonable consumers into
5 believing the Product does contain 1200 mg of berberine
6 per serving;
- 7 (c) Whether Defendant misrepresented material information
8 to Plaintiff and Class members regarding the Product;
- 9 (d) Whether Defendant breached the implied warranty of
10 merchantability relating to the Product;
- 11 (e) Whether Defendant breached express warranties relating
12 to the Product;
- 13 (f) Whether Defendant engaged in unfair, unconscionable or
14 deceptive trade practices by selling and/or marketing the
15 Product with representations that it contains 1200 mg of
16 berberine per serving;
- 17 (g) Whether Defendant engaged in false or misleading
18 advertising by selling and/or marketing the Product with
19 representations that it contains 1200 mg of berberine per
20 serving;
- 21 (h) Whether Plaintiff and Class members are entitled to
22 damages, including compensatory, exemplary and
23 statutory damages, and the amount of such damages;
- 24 (i) Whether Plaintiff and Class members paid a premium for
the Product that they would not have paid, *i.e.*, would have
paid less for, but for the misleading labeling and marketing
of the Product;
- 25 (j) Whether Plaintiff and Class members would have
26 purchased the Product at all but for the misleading labeling
27 and marketing of the Product;
- 28 (k) Whether Plaintiff and other Class members were injured
and the proper measure of their losses as a result of those
injuries; and
- (l) Whether Plaintiff and other Class members are entitled to
injunctive, declaratory or other equitable relief.

58. **Adequate Representation:** Plaintiff will fairly and adequately protect the interests of the Class and has no interests antagonistic to those of any Class member. Plaintiff retained attorneys experienced in the prosecution of class actions, including consumer and false advertising class actions, and Plaintiff intends to

1 Protection Class, realleges paragraphs 1 through 61 as if fully set forth herein.

2 63. Plaintiff and the Multi-State Consumer Protection Class members were
3 injured as a result of Defendant's violations of the state consumer protection statutes
4 listed in paragraph 51, footnote 11, above. These state consumer protection statutes
5 provide a basis for redress to Plaintiff and the Multi-State Consumer Protection Class
6 based on Defendant's fraudulent, deceptive, unfair and unconscionable acts, practices
7 and conduct.

8 64. Defendant's conduct, as alleged herein, violates the consumer protection,
9 unfair trade practices, and deceptive laws of each of the jurisdictions encompassing
10 the Multi-State Consumer Protection Class.

11 65. Defendant's marketing of the Product violates these prohibitions by
12 deceiving consumers into believing that the Product contains 1200 mg of berberine
13 per serving, when it does not.

14 66. Defendant engaged in fraudulent and/or deceptive conduct which creates
15 the likelihood of confusion or misunderstanding in violation of applicable law.

16 67. Specifically, Defendant advertised in a misleading and deceptive manner
17 that the Product contains 1200 mg of berberine per serving. Defendant chose to
18 package, label and market the Product in this way to impact consumer choices, extract
19 price premiums and gain market dominance, as it is aware that all reasonable
20 consumers who purchase the Product would be impacted by, and would reasonably
21 believe, its false and misleading representations.

22 68. Defendant intended for Plaintiff and Multi-State Consumer Protection
23 Class members to reasonably rely upon the material misrepresentations concerning
24 the true nature of the Product.

25 69. Defendant's misrepresentations and other deceptive conduct were likely
26 to deceive and cause misunderstanding and/or, in fact, did cause Plaintiff and Multi-
27 State Consumer Protection Class members to be deceived about the true nature of the
28 Product.

1 70. As a direct and proximate result of Defendant's misrepresentations,
2 Plaintiff and Multi-State Consumer Protection Class members suffered ascertainable
3 losses.

4 71. Had they been aware of the true nature of the Product, Plaintiff and
5 Multi-State Consumer Protection Class members either would have paid less for the
6 Product or would not have made the purchases at all.

7 72. Pursuant to the aforementioned states' unfair and deceptive practices
8 laws, Plaintiff and Multi-State Consumer Protection Class members are entitled to
9 recover compensatory, restitution, punitive and special damages, including, but not
10 limited to treble damages, reasonable attorneys' fees and costs and other injunctive or
11 declaratory relief as deemed appropriate or permitted by relevant law.

12 **COUNT II**

13 **Unjust Enrichment/Quasi-Contract**

14 ***(By Plaintiff, individually, and on behalf of the California Class)***

15 73. Plaintiff, individually and on behalf of the California Class, realleges
16 paragraphs 1 through 61 as if fully set forth herein.

17 74. As set forth in this Complaint, Defendant's unfair and unlawful conduct
18 includes, among other things, making materially false and misleading representations
19 about the amount of berberine per serving in its Product. Defendant's acts and business
20 practices offend the established public policy of California, as well as federal law, and
21 there is no public benefit that comes from such false labeling and advertising—only
22 harm.

23 75. While Plaintiff and Class members were harmed at the time of purchase,
24 Defendant was unjustly enriched by its misrepresentations. As a result of Defendant's
25 unlawful, unfair and fraudulent business practices, Plaintiff and Class members
26 suffered injury.

27 76. To Defendant's benefit and enrichment, it knowingly realized substantial
28 revenue from selling the Product at the expense of, and to the detriment of, Plaintiff

1 and Class members. Defendant’s retention of these benefits violates fundamental
2 principles of justice, equity and good conscience.

3 77. Plaintiff and the Class members conferred significant financial benefits
4 and paid substantial compensation to Defendant for the Product, which is not as
5 Defendant represents.

6 78. Under common law principles of unjust enrichment and quasi-contract,
7 it is inequitable for Defendant to retain the benefits conferred by Plaintiff’s and Class
8 members’ overpayments.

9 79. As such, Plaintiff and Class members seek disgorgement of all profits
10 resulting from such overpayments and the establishment of a constructive trust from
11 which Plaintiff and Class members may seek restitution.

12 **COUNT III**

13 **Breach of California’s Implied Warranties Laws**
14 ***(By Plaintiff, individually, and on behalf of the California Class)***

15 80. Plaintiff, individually and on behalf of the California Class, realleges
16 paragraphs 1 through 61 as if fully set forth herein.

17 **I. Implied Warranty of Merchantability**

18 81. California’s implied warranty of merchantability statute states that “a
19 warranty that [] goods shall be merchantable is implied in a contract for their sale if
20 the seller is a merchant with respect to goods of that kind.” Cal. Com. Code § 2314(1).
21 “Merchantable” goods must be “fit for the ordinary purposes for which the goods are
22 used.” Cal. Com. Code § 2314(2)(c). Moreover, “Merchantable” goods must
23 “[c]onform to the promises or affirmations of fact made on the container or label[.]”
24 Cal. Com. Code § 2314(2)(f).

25 82. Defendant is, and was, at all relevant times, a merchant with respect to
26 the Product described herein. The Product constitutes a “good” under § 2314.

27 83. Plaintiff and Class members purchased the Product.

28 84. As the manufacturer of the Product, Defendant impliedly warranted to

1 Plaintiff and Class members that the Product was of merchantable quality.

2 85. However, when sold, and at all times thereafter, the Product was not in
3 merchantable condition and was not fit for its ordinary purpose. Moreover, the
4 Product did not conform to the promise and affirmation of fact on the label—that it
5 contained 1200 mg of berberine per serving. Specifically, as described in greater
6 detail herein, the Product does not contain the advertised 1200 mg of berberine per
7 serving. This makes the Product unfit for its ordinary use and purpose, and the Product
8 fails to conform to the promise and affirmation of fact on the label.

9 86. As a result, Defendant breached the implied warranty of merchantability
10 in connection with the sale and distribution of the Product.

11 87. Plaintiff’s counsel provided Defendant with notice of this breach by
12 mailing a notice letter to Defendant’s headquarters on October 29, 2024. Plaintiff also
13 provided notice of this breach by mailing a notice letter to Defendant’s headquarters
14 on August 1, 2025.

15 88. Plaintiff and Class members were foreseeable beneficiaries of
16 Defendant’s sale of the Product because it is sold to consumers, such as Plaintiff and
17 Class members, through retailers like Amazon.com.

18 89. Defendant’s breach directly caused Plaintiff and Class members harm.
19 Plaintiff and Class members were injured as a direct and proximate result of
20 Defendant’s conduct because: (1) they would not have purchased the Product if they
21 had known the truth; (2) they overpaid for the Product sold at premium price based
22 on Defendant’s misrepresentations; and/or (3) the Product they received contained
23 significantly less berberine per serving than the advertised amount and thus worthless
24 for its intended purpose.

25 **II. Implied Warranty of Fitness**

26 90. California’s implied warranty of fitness statute states that where a seller
27 “has reason to know any particular purpose for which the goods are required and that
28 the buyer is relying on the seller’s skill or judgment to select or furnish suitable goods,

1 there is unless excluded or modified under the next section an implied warranty that
2 the goods shall be fit for such purpose.” Cal. Com. Code § 2315.

3 91. Plaintiff and Class members purchased the Product for its intended
4 purpose and use as a dietary supplement.

5 92. Defendant knew, or had reason to know, that Plaintiff and Class
6 members purchased the Product for this particular purpose. Defendant represents to
7 consumers on the Product’s label and in its marketing that the Product is a dietary
8 supplement and is aware that consumers purchase the Product for that intended use.

9 93. Defendant further markets that the Product contains 1200 mg of
10 berberine per serving.

11 94. Defendant knew, or had reason to know, that Plaintiff and Class
12 members would justifiably rely on Defendant’s marketed judgment and knowledge of
13 dietary supplements in selecting or purchasing products suitable for use as a dietary
14 supplement.

15 95. Plaintiff and Class members justifiably relied on Defendant’s judgment
16 and skill, but the Product is not suitable for its intended purpose because it does not
17 contain 1200 mg of berberine per serving as labeled and advertised.

18 96. Therefore, Defendant breached its implied warranty of fitness
19 concerning the Product.

20 97. Plaintiff’s counsel provided Defendant with notice of this breach by
21 mailing a notice letter to Defendant’s headquarters on October 29, 2024. Plaintiff also
22 provided notice of this breach by mailing a notice letter to Defendant’s headquarters
23 on August 1, 2025.

24 98. Plaintiff and Class members were foreseeable beneficiaries of
25 Defendant’s sale of the Product because it is sold to consumers, such as Plaintiff and
26 Class members, through retailers like Amazon.com.

27 99. Defendant’s breach directly caused Plaintiff and Class members harm.
28 Plaintiff and Class members were injured as a direct and proximate result of

1 Defendant's conduct because: (1) they would not have purchased the Product if they
2 had known the truth; (2) they overpaid for the Product sold at a premium price based
3 on Defendant's misrepresentations; and/or (3) the Product they received contained
4 significantly less berberine per serving than the advertised amount and thus worthless
5 for its intended purpose.

6 **COUNT IV**

7 **Breach of California's Express Warranty Laws**
8 ***(By Plaintiff, individually, and on behalf of the California Class)***

9 100. Plaintiff, individually and on behalf of the California Class, realleges
10 paragraphs 1 through 61 as if fully set forth herein.

11 101. As alleged in detail above, Defendant makes, markets and sells the
12 Product.

13 102. California's express warranty statute provides that "(a) [a]ny affirmation
14 of fact or promise made by the seller to the buyer which relates to the goods and
15 becomes part of the basis of the bargain creates an express warranty that the goods
16 shall conform to the affirmation or promise," and "(b) [a]ny description of the goods
17 which is made part of the basis of the bargain creates an express warranty that the
18 goods shall conform to the description." Cal. Com. Code § 2313.

19 103. Defendant markets the Product to consumers as a dietary supplement that
20 contains 1200 mg of berberine per serving. Specifically, Defendant's Product label
21 represents that it contains 1200 mg of berberine per serving. These statements are an
22 affirmation of fact about the Product, *i.e.*, a representation that the Product contains
23 1200 mg of berberine per serving.

24 104. However, the Product does not conform to this express representation
25 because the Product does not contain 1200 mg of berberine per serving.

26 105. Defendant's warranty was part of the basis of the bargain, and Plaintiff
27 and Class members saw and relied upon as a warranty.

28 106. Plaintiff's counsel provided Defendant with notice of this breach by

1 mailing a notice letter to Defendant’s headquarters on October 29, 2024. Plaintiff also
2 provided notice of this breach by mailing a notice letter to Defendant’s headquarters
3 on August 1, 2025.

4 107. Defendant’s breach directly caused Plaintiff and Class members harm.
5 Plaintiff and Class members were injured as a direct and proximate result of
6 Defendant’s conduct because: (1) they would not have purchased the Product if they
7 had known the truth; (2) they overpaid for the Product sold at a premium price based
8 on Defendant’s misrepresentations; and/or (3) the Product they received contained
9 significantly less berberine per serving than the advertised amount and thus less
10 valuable than what they paid for.

11 **COUNT V**

12 **Violation of the California Consumer Legal Remedies Act (“CLRA”)**

13 **Civil Code §§ 1750, *et seq.***

14 ***(By Plaintiff, individually, and on behalf of the California Class)***

15 108. Plaintiff, individually and on behalf of the California Class, realleges
16 paragraphs 1 through 61 as if fully set forth herein.

17 109. The conduct described herein took place in the State of California and
18 constitutes unfair methods of competition or deceptive acts or practices in violation
19 of the CLRA, Civil Code §§ 1750, *et seq.*

20 110. The CLRA applies to all claims of all California Class members because
21 the conduct, which constitutes violations of the CLRA by Defendant, occurred within
22 the State of California.

23 111. Plaintiff and California Class members are “consumers” as defined by
24 Civil Code § 1761(d).

25 112. Defendant is a “person” as defined by Civil Code § 1761(c).

26 113. The Product qualifies as “goods” as defined by Civil Code § 1761(a).

27 114. Plaintiff’s and California Class members’ purchases of the Product are
28 “transactions” as defined by Civil Code § 1761(e).

1 115. As set forth below, the CLRA deems the following unfair methods of
2 competition and unfair or deceptive acts or practices undertaken by any person in a
3 transaction intended to result or which does result in the sale or lease of goods or
4 services to any consumer as unlawful:

- 5 (a) “Representing that goods ... have sponsorship, approval,
6 characteristics, ingredients, uses, benefits, or quantities
7 that they do not have.” Civil Code § 1770(a)(5);
8 (b) “Representing that goods ... are of a particular standard,
9 quality, or grade, or that goods are of a particular style or
10 model, if they are of another.” Civil Code § 1770(a)(7);
11 (c) “Advertising goods or services with intent not to sell them
12 as advertised.” Civil Code § 1770(a)(9); and
13 (d) “Representing that the subject of a transaction has been
14 supplied in accordance with a previous representation
15 when it has not.” Civil Code § 1770(a)(16).

16 116. Defendant engaged in unfair competition or unfair or deceptive acts or
17 practices in violation of Civil Code §§ 1770(a)(5), (a)(7), (a)(9) and (a)(16) by
18 representing, through its Product labeling, advertising and other express
19 representations, that the Product has benefits or characteristics that it does not actually
20 have.

21 117. Defendant repeatedly engaged in conduct deemed a violation of the
22 CLRA and made misrepresentations regarding the Product’s benefits or
23 characteristics by advertising the Product to contain a false berberine content per
24 serving.

25 118. The Product does not contain 1200 mg of berberine per serving, yet
26 Defendant violated the CLRA by falsely representing that the Product does provide
27 that amount.

28 119. In addition, Defendant violated the CLRA when it advertised the Product
with the intent to sell, while knowing the Product does not possess the represented
berberine content per serving.

120. Defendant’s deceptive practices were particularly designed to induce

1 Plaintiff and California Class members to purchase, or otherwise acquire, the Product.

2 121. Defendant engaged in uniform marketing efforts to reach California
3 Class members to persuade them to purchase and use the Product. Defendant's
4 labeling, packaging, advertising and marketing contain false and misleading
5 statements regarding the berberine content in the Product per serving.

6 122. In their purchase of the Product, Plaintiff and California Class members
7 relied on Defendant's representations of material facts.

8 123. Plaintiff and other California Class members were financially injured in
9 that they paid more for the Product than they otherwise would have had they known
10 the truth about it.

11 124. Accordingly, pursuant to Civil Code § 1780(a)(2), Plaintiff, on behalf of
12 herself and all other members of the California Class, seeks injunctive relief,
13 including an order to enjoin Defendant from continuing its deceptive advertising and
14 sale practices.

15 125. Pursuant to Cal. Civ. Code § 1782, On October 29, 2024, Defendant was
16 notified in writing by certified mail of its violations of § 1770 described above and
17 demanded that it rectify its conduct on a class-wide basis. Defendant failed to take
18 corrective action within 30 days of receiving that notice. Accordingly, Plaintiff seeks
19 actual, punitive and statutory damages.

20 126. Pursuant to Cal. Civ. Code § 1780(d), a declaration of venue is attached
21 to this Complaint.

22 127. In accordance with Civil Code § 1780(a), Plaintiff and the other
23 California Class members seek actual, punitive and statutory damages, in addition to
24 injunctive and equitable relief for Defendant's violations of the CLRA, including an
25 injunction to enjoin Defendant from continuing its deceptive advertising and sales
26 practices.

27
28

COUNT VI

**Violations of the California Unfair Competition Law (“UCL”)
Cal. Bus. & Prof. Code §§ 17200, et seq.
(By Plaintiff, individually, and on behalf of the California Class)**

128. Plaintiff, individually and on behalf of the California Class, realleges paragraphs 1 through 61 as if fully set forth herein.

129. Defendant is a “person” as defined by California Business and Professions Code § 17201.

130. Plaintiff and California Class members suffered an injury by virtue of buying a Product that Defendant misrepresented. Had Plaintiff and California Class members known that Defendant materially misrepresented the true berberine content contained in the Product per serving, they would not have purchased, or would have paid less for, the Product.

131. Defendant’s conduct, as alleged herein, violates the laws and public policies of California and the federal government including the CLRA, the FAL, 21 C.F.R. § 101.9 and California’s Sherman Law.

132. There is no benefit to consumers or competition in allowing Defendant to deceptively label, market and advertise the Product.

133. Plaintiff and California Class members had no way of reasonably knowing that the Product was deceptively packaged, marketed and advertised. Therefore, Plaintiff and California Class members could not reasonably avoid the harm they suffered.

134. Specifically, Defendant marketed, labeled and represented the Product as containing 1200 mg of berberine per serving when, in fact, it does not.

135. The gravity of the harm suffered by Plaintiff and California Class members outweighs any legitimate justification, motive or reason for packaging, marketing, advertising and labeling the Product in a deceptive and misleading manner. Accordingly, Defendant’s actions not only offend the established public policies set

1 forth in federal regulations, but its conduct is also immoral, unethical and
2 unscrupulous.

3 136. Defendant’s dissemination of misleading and deceptive statements to
4 consumers throughout the State of California did, and will continue to, deceive
5 reasonable consumers, like Plaintiff and California Class members, by obfuscating
6 the true nature of the Product. Defendant’s conduct is thus a violation of Cal. Bus. &
7 Prof. Code §§ 17500, *et seq.*

8 137. Plaintiff and California Class members do not have an adequate remedy
9 at law because damages alone will not stop Defendant’s unlawful sale of the Product,
10 or its misrepresentations. Damages will only address past injuries suffered by Plaintiff
11 and California Class members, but Defendant continues to market the Product without
12 disclosing the true nature and berberine content per serving. Therefore, only
13 injunctive relief can prevent future harm.

14 138. Additionally, Plaintiff seeks restitution if monetary damages are not
15 available. Restitution under the UCL can be awarded in situations where the
16 entitlement of damages may prove difficult. *Cortez v. Purolator Air Filtration*
17 *Products Co.*, 23 Cal.4th 163, 177 (2000) (Restitution under the UCL can be awarded
18 “even absent individualized proof that the claimant lacked knowledge of the
19 overcharge when the transaction occurred.”); *Gutierrez v. Wells Fargo Bank, NA*, 589
20 F. App’x 824, 827 (9th Cir. 2014) (same); *Caro v. Procter & Gamble Co.*, 18 Cal.
21 App. 4th 644, 661 (1993) (“In a suit arising under Bus. & Prof. Code, §§ 17200, *et*
22 *seq.* (unfair competition), the court is empowered to grant equitable relief, including
23 restitution in favor of absent persons, without certifying a class action.”).

24 139. But even if damages were available, such relief would not be adequate
25 to address the injury suffered by Plaintiff and California Class members. Unlike
26 damages, the Court’s discretion in fashioning equitable relief is very broad. *Cortez*,
27 23 Cal.4th at 180. Thus, restitution would allow recovery even when normal
28 consideration associated with damages would not. *See, e.g., Fladeboe v. Am. Isuzu*

1 *Motors Inc.*, 150 Cal. App. 4th 42, 68 (2007), *as modified* (Apr. 24, 2007) (noting that
2 restitution is available even in situations where damages may not be available).

3 140. Plaintiff and California Class members seek all monetary and
4 nonmonetary relief allowed by law, including restitution stemming from Defendant’s
5 unfair, unlawful and fraudulent business practices; declaratory relief; reasonable
6 attorneys’ fees and costs under California Code of Civil Procedure § 1021.5;
7 injunctive relief; and other appropriate equitable relief.

8 **I. “Unfair” Prong**

9 141. **Unfair Standard.** Under the UCL, a challenged activity is “unfair”
10 when “any injury it causes outweighs any benefits provided to consumers and the
11 injury is one that the consumers themselves could not reasonably avoid.” *Camacho v.*
12 *Auto Club of S. Cal.*, 142 Cal. App. 4th 1394, 1403 (2006).

13 142. **Injury.** Defendant’s practice of labeling the Product as containing 1200
14 mg of berberine per serving, despite the Product containing much less berberine per
15 serving, provides no benefit to consumers; rather, it harms them. By misrepresenting
16 this material information, Defendant causes consumers to purchase a Product that fails
17 to meet their reasonable expectations, overpay for a Product they believed was fit for
18 its marketed use, and receive a Product that contains less berberine than what they
19 were led to believe. Consumers are deprived of the ability to make informed decisions
20 and cannot avoid the injuries caused by Defendant’s deceptive labeling and
21 advertising. Accordingly, the injuries resulting from Defendant’s deceptive conduct
22 far outweigh any purported benefits.

23 143. **Balancing Test.** Some courts conduct a balancing test to decide if a
24 challenged activity amounts to unfair conduct under California Business and
25 Professions Code Section 17200. They “weigh the utility of the defendant’s conduct
26 against the gravity of the harm to the alleged victim.” *Davis v. HSBC Bank Nevada,*
27 *N.A.*, 691 F.3d 1152, 1169 (9th Cir. 2012).

28 144. **No Utility.** Here, Defendant’s conduct of labeling the Product as

1 containing 1200 mg of berberine per serving, despite the Product containing much
2 less berberine per serving, has no legitimate utility and financially harms consumers.
3 Any potential utility from Defendant’s conduct is vastly outweighed by the gravity of
4 the harm caused to consumers, who are unknowingly receiving much less berberine
5 per serving and unjustly pay a premium for Products that fail to meet their reasonable
6 expectations of berberine content.

7 **145. Legislative Declared Policy.** Some courts require that “unfairness must
8 be tethered to some legislative declared policy or proof of some actual or threatened
9 impact on competition.” *Lozano v. AT&T Wireless Servs. Inc.*, 504 F.3d 718, 735 (9th
10 Cir. 2007). Defendant’s use of the 1200 mg of berberine per serving representation
11 despite the fact that the Product contains much less berberine per serving, violates
12 California Civil Code sections 1572 (actual fraud), 1573 (constructive fraud), 1709-
13 1710 (fraudulent deceit) and 1711 (deceit upon the public), as set forth herein.

14 **146. Unfair Conduct.** Defendant’s labeling and advertising of the Product,
15 as alleged herein, is deceptive, misleading and unreasonable, and constitutes unfair
16 conduct. Defendant knew, or should have known, of its unfair conduct. Defendant
17 representation of the per serving berberine content of the Product, despite the Product
18 containing much less than the marketed amount, constitutes an unfair business
19 practice within the meaning of California Business and Professions Code Section
20 17200.

21 **147. Reasonably Available Alternatives.** Reasonably available alternatives
22 existed that would have allowed Defendant to further its legitimate business interests
23 without engaging in the deceptive conduct described herein. Defendant could have
24 refrained from labeling the Product as containing 1200 mg of berberine per serving,
25 and alternatively marketed the true berberine content per serving. This reasonable
26 alternative would allow Defendant to market its Product truthfully while protecting
27 consumers from consuming a product that has much less berberine per serving than
28 is marketed.

1 148. **Defendant’s Wrongful Conduct.** All of the conduct alleged herein
2 occurs, and continues to occur, in Defendant’s business. Defendant’s wrongful
3 conduct is part of a pattern or generalized course of conduct repeated on thousands of
4 occasions daily.

5 149. **Injunction.** Pursuant to Business and Professions Code Section 17203,
6 Plaintiff and the California Class seek an order from this Court enjoining Defendant
7 from continuing its practice of labeling the Product as containing 1200 mg of
8 berberine per serving. Plaintiff and the California Class request that the Court prohibit
9 Defendant from engaging in these deceptive practices to prevent further harm to
10 consumers.

11 150. **Causation/Damages.** Plaintiff and the California Class suffered injury
12 in fact, lost money and purchased the Product that contains much less berberine per
13 serving than they paid for as a result of Defendant’s unfair conduct. Plaintiff and the
14 California Class paid an unwarranted premium for the Product, believing it was fit for
15 its marketed purpose and contained the advertised berberine content per serving.
16 Specifically, Plaintiff and the California Class paid for a Product they reasonably
17 believed contained 1200 mg of berberine per serving. Had they known the truth, that
18 the Product contains much less than 1200 mg of berberine per serving, Plaintiff and
19 the California Class would not have purchased the Product, or would have paid
20 substantially less for it. Accordingly, Plaintiff and the California Class seek damages,
21 restitution and/or disgorgement of ill-gotten gains pursuant to the UCL.

22 **II. “Fraudulent” Prong**

23 151. **Fraud Standard.** The UCL considers conduct fraudulent (and prohibits
24 said conduct) if it is likely to deceive members of the public. *Bank of the W. v.*
25 *Superior Court*, 2 Cal. 4th 1254, 1267 (1992).

26 152. **Fraudulent Berberine Content Claim.** Defendant employed the 1200
27 mg of berberine per serving claim, with the intent to sell the Product to consumers,
28 including Plaintiff and the California Class. The 1200 mg of berberine per serving

1 claim is deceptive, and Defendant knew, or should have known, of its deceptive
2 nature. By affirmatively representing the Product as containing 1200 mg of berberine
3 per serving, despite the fact the Product did not contain 1200 mg of berberine per
4 serving, Defendant misleads consumers into believing the Product is fit for its
5 intended use. The affirmative misrepresentations are likely to mislead reasonable
6 consumers, as they pertain to fitness for the marketed use, which is material to the
7 purchasing decisions of the average, ordinary and reasonable consumer.

8 153. **Fraudulent Business Practice.** As alleged herein, the misrepresentation
9 by Defendant constitutes a fraudulent business practice in violation of California
10 Business & Professions Code Section 17200.

11 154. **Reasonable and Detrimental Reliance.** Plaintiff and the California
12 Class reasonably and detrimentally relied on Defendant's representation that the
13 Product contains 1200 mg of berberine per serving, despite the fact that the Product
14 contains much less berberine per serving, to their detriment in that they purchased the
15 Product.

16 155. **Reasonably Available Alternatives.** Reasonably available alternatives
17 existed that allow Defendant to further its legitimate business interests without
18 engaging in the deceptive conduct described herein. Defendant could have refrained
19 from labeling the Product as containing 1200 mg of berberine per serving and
20 alternatively marketed the true berberine content per serving. This reasonable
21 alternative allows Defendant to market its Product truthfully while protecting
22 consumers from consuming a Product that has much less berberine per serving than
23 is marketed.

24 156. **Business Practice.** All of the conduct alleged herein occurs, and
25 continues to occur, in Defendant's business. Defendant's wrongful conduct is part of
26 a pattern or generalized course of conduct.

27 157. **Injunction.** Pursuant to Business and Professions Code Section 17203,
28 Plaintiff and the California Class seek an order from this Court enjoining Defendant

1 from continuing its practice of labeling the Product as containing 1200 mg of
2 berberine per serving. Plaintiff and the California Class request that the Court prohibit
3 Defendant from engaging in these deceptive practices to prevent further harm to
4 consumers.

5 158. **Causation/Damages.** Plaintiff and the California Class suffered injury
6 in fact, lost money and consumed much less berberine than they paid for as a result
7 of Defendant’s fraudulent conduct. Plaintiff and the California Class paid an
8 unwarranted premium for the Product, believing it was fit for its marketed purpose
9 and contained the marketed berberine content per serving. Specifically, Plaintiff and
10 the California Class paid for a Product they reasonably believed contained 1200 mg
11 of berberine per serving. Had they known the truth, that the Product contains much
12 less than 1200 mg of berberine pr serving, Plaintiff and the California Class would
13 not have purchased the Product, or would have paid substantially less for it.
14 Accordingly, Plaintiff and the California Class seek damages, restitution and/or
15 disgorgement of ill-gotten gains pursuant to the UCL.

16 **III. “Unlawful” Prong**

17 159. **Unlawful Standard.** The UCL identifies violations of other laws as
18 “unlawful practices that the unfair competition law makes independently actionable.”
19 *Velazquez v. GMAC Mortg. Corp.*, 605 F. Supp. 2d 1049, 1068 (C.D. Cal. 2008).

20 160. **Violations of CLRA and FAL.** Defendant’s labeling of the Product, as
21 alleged herein, violates California Civil Code sections 1750, *et seq.* (the “CLRA”) and
22 California Business and Professions Code sections 17500, *et seq.* (the “FAL”) as
23 set forth in the sections regarding those causes of action.

24 161. **Fraud.** Additionally, Defendant’s use of the 1200 mg of berberine per
25 serving representation despite the fact that the Product contains much less berberine
26 per serving, to sell the Product violates California Civil Code sections 1572 (actual
27 fraud), 1573 (constructive fraud), 1709-1710 (fraudulent deceit) and 1711 (deceit
28 upon the public), as set forth herein.

1 162. **Additional Violations.** Defendant's conduct in making the false
2 representations described herein constitutes a knowing failure to adopt policies in
3 accordance with and/or adherence to applicable laws, as set forth herein, all of which
4 are binding upon and burdensome to its competitors. This conduct engenders an unfair
5 competitive advantage for Defendant, thereby constituting an unfair, fraudulent
6 and/or unlawful business practice under California Business & Professions Code
7 sections 17200-17208. Additionally, Defendant's misrepresentation of material fact,
8 as set forth herein, violates California Civil Code sections 1572, 1573, 1709, 1710,
9 1711 and 1770, as well as the common law.

10 163. **Unlawful Conduct.** Defendant's packaging, labeling and advertising of
11 the Product, as alleged herein, is deceptive, misleading and unreasonable, and
12 constitutes unlawful conduct. Defendant knew, or should have known, of its unlawful
13 conduct.

14 164. **Reasonably Available Alternatives.** Reasonably available alternatives
15 existed that allow Defendant to further its legitimate business interests without
16 engaging in the deceptive conduct described herein. Defendant could have refrained
17 from labeling the Product as containing 1200 mg of berberine per serving, and
18 alternatively marketed the true berberine content per serving. This reasonable
19 alternative allows Defendant to market its Product truthfully while protecting
20 consumers from consuming a Product that has much less berberine per serving than
21 is marketed.

22 165. **Business Practice.** All of the conduct alleged herein occurs, and
23 continues to occur, in Defendant's business. Defendant's wrongful conduct is part of
24 a pattern or generalized course of conduct.

25 166. **Injunction.** Pursuant to Business and Professions Code Section 17203,
26 Plaintiff and the California Class seek an order from this Court enjoining Defendant
27 from continuing its practice of labeling the Product as containing 1200 mg of
28 berberine per serving. Plaintiff and the California Class request that the Court prohibit

1 172. At the time of its misrepresentations, Defendant was either aware that
2 the Product did not contain 1200 mg of berberine per serving, or was aware that it
3 lacked the information and/or knowledge required to make such a representation
4 truthfully.

5 173. Defendant's descriptions of the Product are false, misleading and likely
6 to deceive reasonable consumers, like Plaintiff and California Class members.

7 174. Defendant's conduct therefore constitutes deceptive or misleading
8 advertising.

9 175. Plaintiff has standing to pursue claims under the FAL because she
10 reviewed and relied on Defendant's packaging, labeling, advertising, and
11 representations regarding the Product when selecting and purchasing it.

12 176. In reliance on the statements made by Defendant through its labeling,
13 and advertising, as well as Defendant's misrepresentation of material facts regarding
14 the Product, Plaintiff and California Class members purchased the Product.

15 177. Had Defendant disclosed the true nature of the Product (that it does not
16 contain 1200 mg of berberine per serving), Plaintiff and California Class members
17 would not have purchased the Product or would have paid substantially less for it.

18 178. As a direct and proximate result of Defendant's actions, Defendant
19 received ill-gotten gains and/or profits, including but not limited to remuneration from
20 Plaintiff and California Class members for the Product.

21 179. Plaintiff and California Class members do not have an adequate remedy
22 at law because damages alone will not stop Defendant's unlawful sale of the Product,
23 or its misrepresentations. Damages will only address past injuries suffered by Plaintiff
24 and California Class members, but Defendant continues to market the Product without
25 disclosing the true nature and berberine content per serving. Therefore, only
26 injunctive relief can prevent future harm.

27 180. Plaintiff and California Class members seek all monetary and
28 nonmonetary relief allowed by law, including restitution stemming from Defendant's

1 fraudulent business practices; declaratory relief; reasonable attorneys' fees and costs
2 under California Code of Civil Procedure § 1021.5; injunctive relief; and other
3 appropriate equitable relief.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays that this case be certified and maintained as a
6 class action and for judgment to be entered against Defendant as follows:

- 7 A. Enter an order certifying the proposed Classes, designating
8 Plaintiff as Class representative and the undersigned as Class
9 counsel.
- 10 B. Enter an order awarding Plaintiff and Class members their actual
11 damages, statutory damages and/or any other form of monetary
12 relief provided by law;
- 13 C. Declare that Defendant is financially responsible for notifying all
14 Class members of the misbranding of its Product;
- 15 D. Declare that Defendant must disgorge, for the benefit of the
16 Class, all, or part of, the ill-gotten profits it received from the sale
17 of the Product, or order Defendant to make full restitution to
18 Plaintiff and Class members;
- 19 E. An order awarding Plaintiff and Class members pre-judgment
20 and post-judgment interest as allowed under the law;
- 21 F. Grant reasonable attorneys' fees and reimbursement of all costs
22 for the prosecution of this action, including expert witness fees;
23 and
- 24 G. Grant such other and further relief as this Court deems just and
25 appropriate.

26 **JURY DEMAND**

27 Plaintiff hereby respectfully demands a trial by jury on all issues so triable.
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DATED: August 27, 2025

By: S/ Benjamin Heikali

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