

PACIFIC TRIAL ATTORNEYS  
A Professional Corporation  
Scott J. Ferrell, Bar No. 202091  
sferrell@pacifictrialattorneys.com  
4100 Newport Place Drive, Ste. 800  
Newport Beach, CA 92660  
Tel: (949) 706-6464  
Fax: (949) 706-6469

Attorneys for Plaintiff and the Putative Class

**UNITED STATE DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

DAVID GUERRERO, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

GLOBALINE INDUSTRIES LLC, d/b/a  
GLOBAL INDUSTRY SELLERS; TITAN  
LABS, a business entity of unknown form;  
and DOES 1 through 20, inclusive,

Defendant.

Case No.: 8:26-cv-3123

**CLASS ACTION COMPLAINT FOR:**

- 1. Consumers Legal Remedies Act**
- Injunctive Relief Only**
- 2. Intentional Misrepresentation**
- 3. Fraudulent Concealment**

1 Plaintiff David Guerrero alleges the following on personal knowledge as to his own  
2 experience and on information and belief as to matters outside his personal knowledge. The  
3 allegations concerning public records identify their sources. Allegations about internal  
4 advertising and distribution arrangements are based on the facts stated below and will be  
5 tested through discovery.

## 6 **I. INTRODUCTION**

7 1. The advertisement borrowed a trusted doctor's face to sell a bottle of pills.  
8 David Guerrero saw Dr. Sanjay Gupta apparently promoting HarmoBrain and believed the  
9 endorsement was real. It was fabricated. Guerrero then searched for HarmoBrain and paid  
10 \$31.48 to buy it. The people behind that advertisement turned a doctor's reputation into a  
11 sales tool without supplying the truth that mattered most: the doctor had never made the  
12 endorsement shown to the buyer.

13 2. The deception was easy to understand. A familiar physician appeared to  
14 recommend a named supplement. That appearance gave Guerrero a reason to trust the  
15 product and spend his money. The advertisement concealed that the apparent  
16 recommendation had been manufactured. A computer can change a face or a voice; it  
17 cannot turn an invented endorsement into an honest one.

18 3. This action concerns the authenticity of the endorsement, a fact that can be  
19 proven true or false. Plaintiff need not prove that every ingredient is useless, that every  
20 bottle is dangerous, or that a buyer suffered physical injury. A seller cannot induce a  
21 purchase with a false claim of medical approval and answer that the buyer still received  
22 capsules.

23 4. The commercial participants performed different jobs. The advertiser created  
24 or distributed the false endorsement. The brand operator placed HarmoBrain into  
25 commerce and supplied or controlled its authorized product promotion. The marketplace  
26 merchant offered the product and collected revenue from retail sales. Liability depends on  
27 each participant's own conduct, authorization, or knowing assistance. The complaint  
28

1 identifies those roles separately rather than treating every company associated with the  
2 product as automatically responsible for every advertisement.

3 5. Public records now identify the business behind Global Industry Sellers as  
4 Globaline Industries LLC. Walmart's HarmoBrain listing identifies TITAN LABS as the  
5 product brand. Those records establish concrete links to the sale and branding of  
6 HarmoBrain. The identities of the people who produced and approved the particular Gupta  
7 advertisement remain within the advertising and commercial records of the participants.  
8 Plaintiff names those actors as Doe Defendants and pleads the named businesses'  
9 participation on the specific bases stated below.

10 6. Plaintiff seeks an order stopping false medical endorsements and damages for  
11 purchases caused by fraud. He brings the Consumers Legal Remedies Act claim for  
12 injunctive relief only. He seeks compensatory and, where the statutory requirements are  
13 met, punitive damages on his common-law fraud claims. No claim depends on a future  
14 statute governing artificial intelligence.

## 15 **II. THE PARTIES AND THEIR SEPARATE ROLES**

### 16 **A. Plaintiff David Guerrero**

17 7. David Guerrero is a California consumer. In 2026, while physically present  
18 in Los Angeles County, he watched an online video advertisement that identified  
19 HarmoBrain by name and presented Dr. Sanjay Gupta as genuinely promoting it. Guerrero  
20 relied on that apparent endorsement, searched for the product, and purchased it through  
21 Walmart.com for \$31.48 for personal use.

### 22 **B. Globaline Industries LLC doing business as Global Industry Sellers**

23 8. Globaline Industries LLC is a Florida limited liability company. Florida's  
24 Division of Corporations identifies it under document number L21000526485, with a  
25 principal address at 950 NW 80th Avenue, No. 106, Margate, Florida 33063. The official  
26 record lists a March 16, 2026 reinstatement. [Source 1.]

27 9. Walmart's public profile for Global Industry Sellers, seller number  
28 101182756, identifies its business name as Globaline Industries and gives the same street

1 address in Margate, Florida. The matching name and address support the allegation that  
2 Globaline Industries LLC operates that seller account under the Global Industry Sellers  
3 trade name. These are two names for the same alleged merchant, not two separate  
4 defendants. [Sources 1–2.]

5 10. Walmart item 20486964241 is a HarmoBrain 60-capsule listing. It identifies  
6 Global Industry Sellers as the business that sells and ships the item and identifies TITAN  
7 LABS as the brand. Globaline therefore has a documented retail role in the HarmoBrain  
8 product line. [Source 3.]

9 11. On information and belief, Globaline supplied the HarmoBrain product  
10 purchased by Guerrero or participated in the distribution arrangement through which that  
11 product was sold. The basis is Guerrero’s Walmart.com purchase of the advertised product  
12 and Globaline’s public identification as the seller and shipper of the matching HarmoBrain  
13 listing. The order-specific merchant identification remains in the transaction records; a  
14 current public listing does not, by itself, establish the seller of every past order.

15 12. Globaline is named because it operates the identified HarmoBrain retail  
16 outlet, controls its own offers and product representations, and receives proceeds from its  
17 sales. Plaintiff alleges on information and belief that Globaline procured or adopted  
18 product marketing supplied through the HarmoBrain distribution chain. That inference  
19 rests on its active commercial offering of the specifically named product, not merely on  
20 the fact that both businesses sell supplements. The present public records do not establish  
21 that Globaline created the Gupta video or paid its producer.

22 13. The CLRA claim against Globaline concerns false approval representations  
23 that Globaline itself made, authorized, or adopted in promoting the transaction. The fraud  
24 claims concern its own knowing participation in those representations or knowing,  
25 substantial assistance to the responsible advertiser. Receipt of a retail profit, standing  
26 alone, is not the pleaded basis for imposing fraud liability.

### **C. The business operating as Titan Labs**

14. TITAN LABS is the brand identified on the public HarmoBrain listing. The business operating that brand is sued here as Titan Labs, a business entity of presently unknown form. Plaintiff does not identify an unrelated corporation as a defendant simply because it has a similar name. Its full legal name and organizational form will be established from the product, supplier, trademark, and marketplace records. [Source 3.]

15. On information and belief, Titan Labs supplies, licenses, or controls the branded HarmoBrain goods offered through the identified listing, including the product descriptions supplied for those goods. The basis is the marketplace's express identification of Titan Labs as the HarmoBrain brand, coupled with Globaline's offer of that branded product. Brand identification supports a role in that product's commercial presentation; it does not establish who manufactured its contents or edited a particular video.

16. Titan Labs is named for its alleged role in supplying and controlling the HarmoBrain brand and the authorized marketing used to sell that brand. Plaintiff alleges on information and belief that the responsible brand operator furnished or approved HarmoBrain promotional representations used in its distribution chain. The CLRA theory is its participation in false representations of approval in connection with consumer sales. The fraud theories require that it knowingly supplied, approved, adopted, or substantially assisted the fabricated endorsement.

17. A brand owner that commissions a false endorsement is responsible for that act even if a separate merchant completes the checkout. A brand owner that learns an endorsement is false and then authorizes its continued use is responsible for that adoption. Plaintiff does not allege that trademark ownership alone makes a business liable for an unaffiliated stranger's advertisement. The brand and marketing records will distinguish authorized promotion from any independent imitation or unauthorized resale.

### **D. The Doe advertisers and other responsible participants**

18. Plaintiff does not yet know the true names of Does 1 through 20 and sues them under Code of Civil Procedure section 474. He will amend their names when

1 discovered. Their alleged jobs are identified below so the conduct charged against them is  
2 clear.

3 19. Does 1 through 5 are the persons and businesses that created, commissioned,  
4 edited, or approved the HarmoBrain video Guerrero viewed. They supplied the false  
5 appearance that Dr. Gupta genuinely endorsed HarmoBrain. They knew whether they  
6 possessed an authentic endorsement and whether the words and images had been altered.  
7 They are directly liable for the misrepresentation and for concealing its manufactured  
8 origin.

9 20. Does 6 through 10 are the advertisers and promotional affiliates that  
10 purchased placement, operated the advertiser accounts, or knowingly distributed the  
11 challenged video to sell HarmoBrain. An affiliate is a marketer paid to generate business  
12 for another seller. These Defendants are charged with their own knowing dissemination of  
13 the false endorsement, not with liability merely because an automated service transmitted  
14 an advertisement.

15 21. Does 11 through 15 are the HarmoBrain brand, supplier, and distribution  
16 principals that authorized the challenged promotion or knowingly furnished substantial  
17 assistance to it. Their alleged participation includes supplying the deceptive promotional  
18 material or approving its use to generate sales. Plaintiff does not name a warehouse,  
19 payment processor, or delivery service as a fraud participant merely because it performed  
20 an ordinary service.

21 22. Does 16 through 20 are the individuals or entities that directed or knowingly  
22 ratified the challenged advertising on behalf of the responsible businesses. An individual  
23 is charged only for that individual's participation. Corporate office, employment, and  
24 ownership alone do not establish personal liability.

25 23. In this complaint, Advertising Defendants means the Doe Defendants that  
26 created, approved, or knowingly disseminated the Gupta advertisement, together with any  
27 named Defendant that authorized, adopted, or knowingly and substantially assisted that  
28

1 specific misconduct. The term describes the conduct necessary for liability. It does not  
2 dispense with the need to establish each Defendant's participation.

3 24. Where a marketer acted as an agent, Plaintiff seeks to attribute its conduct to  
4 a principal only upon proof of authority to perform the advertising at issue, control relevant  
5 to that advertising, or knowing ratification. Plaintiff does not rely on a bare allegation that  
6 all Defendants were agents of all others. Nor does he rely on a common product name to  
7 establish an alter ego relationship or an agreement to commit fraud.

8 25. Walmart is not a defendant. Neither CNN nor Dr. Gupta is a defendant. Their  
9 appearance in the facts does not mean that they authorized the deception. Globaline's use  
10 of Walmart's marketplace does not turn Walmart's unrelated California activities into  
11 Globaline's own contacts with California.

### 12 **III. JURISDICTION AND VENUE**

#### 13 **A. CAFA supplies federal subject matter jurisdiction**

14 26. This Court has original subject matter jurisdiction under the Class Action  
15 Fairness Act, 28 U.S.C. section 1332(d)(2). On information and belief, the proposed class  
16 includes at least 100 members, minimal diversity exists, and the aggregate amount in  
17 controversy exceeds \$5 million, exclusive of interest and costs. The citizenship, class-size,  
18 and amount allegations are pleaded on information and belief because the relevant  
19 organizational, advertising, transaction, and revenue records are principally held by  
20 Defendants and the businesses that administer their sales and advertising.

21 27. Plaintiff is domiciled in California and is a citizen of California. The class  
22 consists of citizens of all fifty states who purchased one of Defendant's products in  
23 California.

24 28. On information and belief, Globaline Industries LLC was organized under  
25 Florida law and has its principal place of business in Florida. The official Florida record  
26 identifies its Florida organization and Margate principal address; the Walmart seller profile  
27 identifies the same business and address. For CAFA purposes, an unincorporated  
28 association is a citizen of the state under whose laws it is organized and the state where it

1 has its principal place of business. 28 U.S.C. section 1332(d)(10). On that basis, Globaline  
2 is a Florida citizen and is not a California citizen. [Sources 1–2.]

3 29. For this CAFA jurisdictional allegation, Plaintiff applies section 1332(d)(10),  
4 rather than the member-by-member citizenship rule ordinarily applied to an LLC under  
5 section 1332(a). Minimal diversity exists between Guerrero, a California citizen, and  
6 Globaline, a Florida citizen. Establishing that diversity does not require an allegation that  
7 every Defendant is diverse from every class member.

8 30. Titan Labs is sued under its publicly identified business or brand name  
9 because the full legal identity and form of the responsible operator are not yet disclosed.  
10 Plaintiff does not assign it the citizenship of an unrelated company with a similar name. Its  
11 citizenship will be established under the rule applicable to its actual organizational form.  
12 Minimal diversity rests independently on Globaline; Titan Labs' unresolved legal identity  
13 does not defeat the independently alleged minimal diversity.

14 31. On information and belief, more than 100 California purchasers fall within  
15 the proposed class. This inference rests on commercial online promotion of the identified  
16 product, product-specific reports of related advertising campaigns, and continuing  
17 marketplace availability. The relevant number is purchasers exposed to a deepfake  
18 endorsement described in the class definition, not all persons who saw any supplement  
19 advertisement.

20 32. On information and belief, the aggregate amount in controversy for the  
21 proposed class exceeds \$5 million, exclusive of interest and costs. The amount includes  
22 compensatory damages attributable to purchases induced by the challenged endorsement,  
23 punitive damages legally recoverable on the fraud claims, and the value of the requested  
24 prospective relief to the extent properly included under CAFA. The allegation concerns  
25 the aggregate controversy, not Guerrero's individual purchase.

26 33. The amount allegation rests on the alleged commercial dissemination of the  
27 product promotion, the continuing retail market for the product, the product-specific  
28 reports describing related promotional campaigns, and the claim that the responsible

1 advertisers deliberately fabricated medical approval for financial gain. Defendants possess  
2 the records needed to quantify purchases tied to the challenged Gupta promotion and the  
3 scope and value of the requested advertising relief. Plaintiff does not allege that publicly  
4 reported nationwide supplement sales are necessarily sales to this class, or that a particular  
5 sales total has already been verified.

6 34. Plaintiff does not count the same purchase loss twice under overlapping fraud  
7 theories, treat CLRA damages as part of the controversy, or attribute the value of an  
8 unrelated advertising business to this case. The jurisdictional valuation is confined to relief  
9 legally available on the pleaded claims. Plaintiff will support the amount and class-size  
10 allegations with the appropriate records if jurisdiction is contested.

11 35. On information and belief, CAFA's local-controversy and home-state  
12 exceptions do not require this Court to decline jurisdiction. The identified merchant is a  
13 Florida citizen, and Plaintiff alleges on information and belief that no California defendant  
14 satisfies the significant-relief and significant-basis requirements of the local-controversy  
15 exception and that the primary defendants are not California citizens. These allegations  
16 remain subject to the organizational and campaign records identifying the responsible  
17 entities.

18 36. Plaintiff seeks certification under Federal Rule of Civil Procedure 23. The  
19 substantive claims arise under California law. Federal personal jurisdiction over the state-  
20 law claims is authorized through Federal Rule of Civil Procedure 4(k)(1)(A) and  
21 California's long-arm statute, subject to the constitutional requirements addressed below.

22 **B. Personal jurisdiction rests on each Defendant's California conduct**

23 37. Code of Civil Procedure section 410.10 authorizes jurisdiction to the full  
24 extent permitted by the California and United States Constitutions. Plaintiff invokes  
25 specific personal jurisdiction: the Court's authority to decide claims connected to a  
26 Defendant's deliberate business or wrongful conduct in California. He does not allege that  
27 a Florida address makes Globaline generally subject to every suit in California.  
28

1        38. The relevant events are linked. HarmoBrain advertising reached Guerrero  
2 while he was in Los Angeles County. It identified the product and supplied the false  
3 medical approval that induced his search and purchase. He then bought HarmoBrain online  
4 from California. His claims arise from that advertising and transaction, rather than from an  
5 unrelated injury that happened to follow him into California.

6        39. The jurisdictional inquiry must be performed separately for the merchant, the  
7 brand operator, and each responsible advertiser. The merchant's relevant contacts are its  
8 own offers, acceptance of California business, and participation in the challenged sale. The  
9 brand operator's relevant contacts are its deliberate supply and promotion of the same  
10 product to the California market. The advertiser's relevant contacts are its deliberate  
11 distribution or authorization of the false promotion to a California audience for commercial  
12 gain.

13        **C. Globaline deliberately uses a retail channel to serve customers**

14        40. Globaline operates an active online storefront that offers HarmoBrain for a  
15 stated price and identifies Globaline as seller and shipper. It invites orders and undertakes  
16 fulfillment. Those are commercial acts performed through a marketplace, not the passive  
17 posting of information. [Sources 2–3.]

18        41. On information and belief, Globaline makes those HarmoBrain offers  
19 available to California buyers, accepts orders placed from California, and fulfills orders  
20 for the California market. This allegation rests on its national marketplace sales model, its  
21 offer of shipping rather than a local-only sale, and Guerrero's purchase of HarmoBrain  
22 from California through that marketplace. Plaintiff does not infer a completed California  
23 shipment from a webpage displaying a default address in another state.

24        42. To the extent Globaline was the merchant for Guerrero's order, the contact is  
25 still more direct: it accepted business generated by the challenged product promotion from  
26 a buyer transacting in California. The order, fulfillment instructions, marketplace  
27 settlement, and communications will identify the contracting merchant and the destination  
28

1 information available to it. Plaintiff does not substitute the citizenship of Walmart for proof  
2 of those contacts.

3 43. Globaline chose its product, marketplace account, offers, and fulfillment  
4 arrangement. Use of Walmart.com to carry out those choices does not make an authorized  
5 sale an act of the buyer alone. Plaintiff's claims against Globaline concern its own  
6 participation in the promotion and sale of that same HarmoBrain product. They are not  
7 based on unrelated sales by other marketplace merchants.

8 **D. The brand operator's contacts concern this product and promotion**

9 44. On information and belief, the business operating Titan Labs deliberately  
10 supplied HarmoBrain for sale through a distribution channel that served California  
11 consumers, and furnished or approved product promotion for that channel. The public  
12 brand identification and active retail offer support the allegation that the brand operator  
13 placed this product into a continuing commercial sales program. [Source 3.]

14 45. Jurisdiction over Titan Labs requires its own deliberate California contacts,  
15 including authorized California distribution or promotion. Plaintiff's theory is that it  
16 cultivated sales of its HarmoBrain product in this market and authorized the challenged  
17 representations used to obtain those sales. A label on a bottle, without the business's  
18 participation in serving California, would not alone establish that proposition.

19 46. Plaintiff's injury relates to the same brand and product that the brand operator  
20 supplied and promoted. Purchasing through a retailer does not eliminate that relationship  
21 when the brand operator itself cultivated the California market for the goods and the  
22 misleading promotion caused the purchase. *Ford Motor Co. v. Montana Eighth Judicial*  
23 *District Court* (2021) 592 U.S. 351 explains that specific jurisdiction requires a connection  
24 between forum contacts and the claim, but not a rigid rule that every such connection must  
25 satisfy strict but-for causation.

26 **E. The responsible advertisers directed the challenged promotion into California**

27 47. The Advertising Defendants intentionally used a video endorsement to  
28 generate purchases of HarmoBrain. The video was actually delivered to and viewed by

1 Guerrero in Los Angeles County. Plaintiff alleges on information and belief that the  
2 responsible advertisers selected a United States audience that included California and  
3 authorized continued distribution to that market to generate product sales. The basis is the  
4 commercial nature of the campaign, the express identification of the product, its  
5 distribution to Guerrero in California, and the available domestic retail channel.

6 48. The California contact charged here is the advertiser's authorized commercial  
7 delivery of the deceptive message to a California audience. Plaintiff does not allege that  
8 merely uploading a video anywhere in the world creates jurisdiction everywhere, or that a  
9 viewer's residence alone proves deliberate targeting.

10 49. Plaintiff does not allege, without account records, that the advertisers used a  
11 particular location setting, tracking pixel, or advertising platform, or that they actually  
12 knew Guerrero's precise location. The advertiser accounts, audience instructions, delivery  
13 reports, payment records, and creative approval records will show which business  
14 authorized California delivery and what it knew about that audience. This complaint's  
15 targeting allegations are inferences from the identified commercial campaign and its  
16 California delivery, not a claim that those private records have already been inspected.

17 50. *Briskin v. Shopify, Inc.*, 135 F.4th 739, 755-58 (9th Cir. 2025) (en banc),  
18 governs this Court's analysis of online purposeful direction. It rejects a requirement that  
19 an online business favor California over other states before its deliberate conduct here can  
20 support jurisdiction. A business does not escape jurisdiction simply because it also pursues  
21 customers elsewhere. *Briskin* still requires the defendant's own purposeful forum contacts;  
22 it does not make worldwide website availability sufficient by itself.

23 51. The constitutional distinction is practical. An advertiser that deliberately buys  
24 or authorizes California distribution of a false sales message makes a California contact.  
25 A person whose message reaches California only through an unrelated third party's  
26 independent act presents a different question. Plaintiff seeks jurisdiction over the  
27 participants responsible for the former conduct, supported by their own campaign and  
28 authorization records.

**F. The claims arise from the California contacts**

52. Guerrero's claims concern the very product promoted and sold through the alleged California contacts. He saw the HarmoBrain promotion in Los Angeles County, relied on its apparent medical endorsement there, searched for that product, and paid for it. The alleged chain runs from the false California-directed promotion to the purchase it induced.

53. Guerrero's decision to search for HarmoBrain rather than purchase through the video's own link does not erase the advertisement's role. The claimed deception induced a purchase of the identified product. Causation does not turn on whether the buyer used the advertiser's preferred checkout. Each Defendant's responsibility still depends on its own connection to the deceptive promotion and resulting transaction.

54. The seller, brand operator, and responsible advertisers cannot be grouped together to fill a gap in one Defendant's contacts. Plaintiff seeks jurisdiction over each based on that Defendant's own California activity or the activity of a specifically authorized agent. He does not rely on a theory that membership in an alleged enterprise automatically supplies personal jurisdiction.

**G. Exercising jurisdiction is fair and reasonable**

55. California has a strong interest in protecting consumers from false advertising delivered and acted upon within the state. Guerrero has an interest in obtaining relief where the challenged promotion and his reliance occurred. California law governs the California consumer claims alleged here, and the proposed class is limited to California residents and California exposure and purchases.

56. The relevant commercial evidence is largely electronic: marketplace orders, payments, supplier agreements, advertising files, audience instructions, and approval communications. Defending a suit outside a business's home state imposes a burden, but the use of electronic records and remote discovery reduces that burden. The allegations concern deliberate commercial participation in California, not an unrelated dispute brought here solely for convenience.

1        57. If a Defendant disputes the facts supporting its California contacts, Plaintiff  
2 requests focused jurisdictional discovery into its California orders, authorized product  
3 distribution, advertising audience settings, California delivery reports, and the agency or  
4 approval relationships relevant to this promotion. The request is tied to identified sales and  
5 advertising conduct and is not a substitute for Defendant-specific proof.

6        **H. Los Angeles County is a proper venue**

7        58. Venue is proper under 28 U.S.C. section 1391(b)(2) because a substantial part  
8 of the events giving rise to these claims occurred in Los Angeles County, within the Central  
9 District of California and its Western Division. Guerrero viewed and relied on the  
10 challenged advertisement here and entered the resulting purchase transaction here. Those  
11 are operative events underlying the fraud and CLRA claims. The accompanying venue  
12 declaration also addresses Civil Code section 1780(d).

13        **IV. THE FALSE ENDORSEMENT AND THE RESULTING PURCHASE**

14        **A. What Guerrero saw and why it mattered**

15        59. In 2026, before his \$31.48 purchase, Guerrero watched an online audiovisual  
16 advertisement that expressly identified HarmoBrain and presented Dr. Sanjay Gupta as  
17 promoting it. He viewed the advertisement while physically present in Los Angeles  
18 County. The challenged message was that the real Dr. Gupta genuinely supported the  
19 named product.

20        60. Guerrero recognized the apparent physician as Dr. Gupta, the CNN medical  
21 correspondent. He understood the presentation as an authentic endorsement by that  
22 physician. He did not understand it as an actor's performance, a parody, or a fictional  
23 demonstration. The advertisement did not disclose that the endorsement attributed to Dr.  
24 Gupta had been fabricated or manipulated.

25        61. That representation was false. Dr. Gupta had not made the HarmoBrain  
26 endorsement attributed to him in the challenged advertisement. The Advertising  
27 Defendants used a manufactured presentation to create the appearance of a real  
28

1 recommendation. The message was conveyed by the apparent speaker, the product  
2 identification, and the presentation as a genuine recommendation.

3 62. The endorsement mattered because the product was sold for brain and  
4 cognitive support. An apparent recommendation from a recognized physician gave the  
5 product medical credibility. The advertisement invited the viewer to transfer trust in the  
6 physician to the product. That was the reason to use his identity.

7 63. Guerrero actually relied on that message. He first tried to find the advertised  
8 product in a physical store. When he could not locate it, he searched online and purchased  
9 HarmoBrain through Walmart.com for \$31.48. His search was a response to the  
10 advertisement, not a separate source of the purchase decision.

11 64. Had Guerrero known that the apparent Gupta endorsement was fabricated, he  
12 would not have made the purchase. Alternatively, he would have paid less for a product  
13 lacking the represented independent medical approval. His loss is economic and purchase-  
14 related. His claims seek relief for the transaction induced by the false endorsement.

15 65. The present record identifies the year, location, product, apparent speaker,  
16 false message, reliance, purchase channel, and amount paid. The precise viewing date,  
17 original advertiser account, complete recording, and exact words spoken are not presently  
18 available to Plaintiff. Plaintiff will identify the original creative and its responsible  
19 advertiser through the transaction and advertising records.

## 20 **B. What a fabricated video does**

21 66. A deepfake is a recording altered or generated to make a real person appear  
22 to say or do something that person did not say or do. A false endorsement can also be  
23 assembled by editing genuine footage, adding a different voice, or placing a person's image  
24 beside a product claim. The relevant question here is whether Dr. Gupta genuinely made  
25 the endorsement presented to Guerrero.

26 67. The exact editing method does not change the falsity of an invented  
27 endorsement. The creators knew the source material they used. The persons  
28 commissioning or approving the final advertisement knew whether they had obtained the

1 physician's actual recommendation. Those are facts about the advertisement's creation and  
2 authorization, not technical judgments that Guerrero was required to make while watching  
3 it.

4 68. No specialized knowledge was necessary to understand the message.  
5 Guerrero was asked to believe that a real doctor approved a real product. A buyer cannot  
6 be expected to audit the movements of a speaker's mouth or investigate a recording's  
7 digital history before relying on an advertisement presented as genuine.

8 **C. Additional public evidence supports the alleged method of deception**

9 69. CNN published a Gupta podcast episode on August 12, 2025 entitled Sanjay:  
10 No, That's Not Me Hawking Cures. Its description identifies a social-media advertisement  
11 falsely claiming that Gupta discovered a natural cure for Alzheimer's and explains that it  
12 is a deepfake. This is a statement from Gupta's own CNN-produced program about misuse  
13 of his identity in health advertising. It does not identify the creator of Guerrero's  
14 advertisement. [Source 4.]

15 70. CNN also published a video entitled That's not me addressing fake health  
16 advertisements using Gupta's likeness. Its public description states that scammers used AI-  
17 manipulated videos and altered images to sell bogus cures and products. The CNN video  
18 and podcast corroborate the misuse of his medical identity; Plaintiff does not allege that  
19 either recording is necessarily the advertisement he viewed. [Source 5.]

20 71. An August 29, 2026 MalwareTips investigation specifically discusses Harm  
21 Brain and Harmo Brain promotion. It reports altered footage portraying recognizable  
22 doctors and public figures as supporters, followed by a sales presentation for the  
23 supplement. That product-specific reporting supports the allegation of fabricated authority  
24 in HarmoBrain advertising. It is investigative reporting, not a finding that Globaline or  
25 Titan Labs produced Guerrero's video. [Source 6.]

26 72. An August 11, 2026 MalwareTips report likewise describes HarmoBrain  
27 marketing that imitates medical news and uses asserted medical authority to sell a brain-  
28 support supplement. Its discussion provides additional campaign context. Plaintiff does not

1 adopt its discussion of possible subscriptions as a fact about his own Walmart purchase.  
2 [Source 7.]

3 73. The public site harmubrain.com markets Harmo Brain for memory and focus,  
4 offers multi-bottle packages, and directs buyers to an external retail channel. It illustrates  
5 promotion of the named product across more than one retail route. Plaintiff does not allege  
6 that he visited that site or that its operator is Globaline, Titan Labs, or the creator of his  
7 advertisement. The site is a separate evidentiary lead, not proof that all similarly named  
8 products or sellers are legally identical. [Source 8.]

9 74. Together, the public materials corroborate the kind of deception Guerrero  
10 describes and identify businesses in the product's sales chain. They do not replace his  
11 personal account of what induced his purchase. Nor do they establish that every bottle sold  
12 under a similar spelling has the same formula, supplier, or authorized advertiser.

13 **D. The representation was material and the omission was deliberate**

14 75. A physician's genuine approval is an existing fact. A familiar doctor's  
15 apparent recommendation can influence a reasonable consumer deciding whether to buy a  
16 supplement for the brain. The endorsement supplies an answer to a basic buying question:  
17 whether a trusted medical professional actually supports this product.

18 76. A general statement that a supplement is not approved by the Food and Drug  
19 Administration would not disclose that a doctor's apparent endorsement was fabricated. A  
20 statement about medical treatment would likewise leave the source of the supposed  
21 endorsement uncorrected. The missing information had to address the false appearance the  
22 advertisement created.

23 77. The Advertising Defendants possessed the facts needed to make that  
24 disclosure. They knew whether they had an authentic Gupta endorsement, what material  
25 they edited, and who approved the final advertisement. Having presented an apparent  
26 medical recommendation, they were required to disclose facts necessary to prevent that  
27 presentation from misleading buyers.

78. The persons that created or knowingly approved the fabricated endorsement intended viewers to believe it and buy HarmoBrain. That intent follows from the advertisement's use of a trusted physician to promote a specifically identified product. An advertisement does not need to direct the buyer to a particular checkout to induce a purchase of the advertised goods.

### E. The injury follows from the transaction induced by the lie

79. Guerrero parted with \$31.48 because of the purported endorsement. He seeks the damages recoverable under California law for the difference between what he paid and the actual value received, together with other proven consequential loss. He seeks the full purchase amount to the extent the evidence supports that measure; he does not assume that every capsule had zero value simply because its advertising was false.

80. The false endorsement also interferes with informed future purchasing. Guerrero wishes to buy accurately marketed supplements, but cannot rely on an apparent physician endorsement whose authenticity has not been established. The requested injunction addresses the challenged false-approval practice. Plaintiff does not base the request solely on a generalized desire that businesses obey the law.

## V. CLASS ALLEGATIONS

81. Plaintiff seeks to represent a California Class consisting of all persons who, during the applicable limitations period, purchased any product marketed by Defendants while in California for personal, family, or household use in California after viewing any AI “deepfake” advertisement endorsing the product. The class definition identifies the objective advertisement and transaction; it does not require a preliminary ruling that a buyer has already won a fraud claim.

82. Excluded are Defendants; their controlling officers and employees; their legal representatives and successors; the judicial officer assigned to this case and that officer's immediate family; and persons who validly exclude themselves from a damages class. Plaintiff seeks appropriate subclasses if distinct advertisers, products, or distribution arrangements require separate treatment.

1           83. The class is ascertainable through evidence of the identified Gupta creatives  
2 and HarmoBrain purchases. Marketplace records establish transactions; campaign records  
3 identify the advertisements and their distribution. Exposure may require additional  
4 evidence from purchasers. Plaintiff does not allege that a sales receipt, standing alone,  
5 proves exposure to the Gupta advertisement.

6           84. On information and belief, the class is sufficiently numerous that joining  
7 every member is impracticable. The basis is an online commercial promotion intended to  
8 induce product purchases, its delivery to Guerrero, the active retail offer, and product-  
9 specific public reports describing related promotional campaigns. The exact number of  
10 California purchasers exposed to the Gupta creative is within campaign and transaction  
11 records. Plaintiff does not equate all nationwide supplement buyers with members of this  
12 class.

13           85. Common issues include whether the Gupta endorsement in the identified  
14 advertisement was authentic; who made or approved it; what each responsible business  
15 authorized; whether the false approval was material; whether the advertisement concealed  
16 its fabricated origin; and whether an injunction should prohibit the responsible businesses  
17 from continuing the practice.

18           86. The falsity and origin of a common video can be established through the same  
19 recording, source footage, approval files, and authorization records for all persons who  
20 saw it. A common retailer does not itself establish common advertising exposure. Plaintiff  
21 will seek certification around the actual creative or materially identical versions, rather  
22 than treating every HarmoBrain promotion as interchangeable.

23           87. Guerrero's claims are typical of purchasers who saw the same purported  
24 Gupta approval and bought HarmoBrain in reliance on it. His decision to buy through  
25 Walmart.com reflects a retail route for the advertised product. To the extent a different  
26 merchant or supply chain creates a material difference in liability, the class or subclass  
27 must correspond to the responsible Defendant's conduct.

1           88. Guerrero will fairly and adequately represent the class. His interest in proving  
2 the false endorsement and obtaining appropriate relief aligns with the class's interests. He  
3 is represented by counsel experienced in consumer litigation. He seeks no relief that would  
4 give him a preference over similarly situated purchasers on the common issues.

5           89. A class proceeding can resolve the authenticity and authorization of the  
6 common advertisement without repeating the same proof in many actions over small  
7 purchases. Individual reliance and damages issues must be addressed through the evidence,  
8 appropriate subclasses, or a narrower certification order. Plaintiff does not ask the Court  
9 to presume that every purchaser viewed or relied on an advertisement never shown to that  
10 purchaser.

11           90. Plaintiff seeks certification under Federal Rule of Civil Procedure 23(a),  
12 23(b)(2), and 23(b)(3) for the issues and relief supported by common proof. Prospective  
13 relief will run against the Defendants that control the challenged advertising. Damages  
14 liability will be confined to purchases caused by fraud for which the particular Defendant  
15 is responsible.

16           91. Rule 23(a) is satisfied by numerosity, the common questions identified above,  
17 the typicality of Guerrero's claims, and his adequate representation through qualified  
18 counsel. Plaintiff seeks a Rule 23(b)(2) class for an injunction directed to the common  
19 false-endorsement practice of the Defendants that control it. The proposed relief can be  
20 framed as a single order prohibiting the challenged representation rather than separate  
21 injunctions for each purchaser.

22           92. For the fraud damages claims, Plaintiff seeks certification under Rule  
23 23(b)(3). He alleges that common proof concerning the identified advertisement's falsity,  
24 authorization, knowledge, and materiality will predominate over individual issues for an  
25 appropriately defined class or subclasses. A class action is superior because the cost of  
26 separate actions would dwarf the amount paid for individual bottles. The Court can address  
27 exposure, reliance, and damages through admissible evidence and a workable trial plan  
28 rather than treating those requirements as automatically satisfied.

1        93. If an issue can be resolved commonly while other issues require separate  
2 treatment, Plaintiff requests appropriate issue certification under Rule 23(c)(4). Each  
3 certified class or subclass must satisfy the applicable requirements; issue certification is  
4 not asserted as a means to avoid them.

## 5                                    **VI. CAUSES OF ACTION**

### 6                                    **FIRST CAUSE OF ACTION**

#### 7                                    **Consumers Legal Remedies Act**

#### 8                                    **Civil Code sections 1750 et seq. — Injunctive relief only**

9        94. Plaintiff incorporates the preceding allegations. This cause of action is  
10 asserted against the Advertising Defendants and against Globaline and Titan Labs for their  
11 own participation in, authorization of, or adoption of the challenged false approval  
12 representations in connection with consumer sales.

13        95. HarmoBrain capsules are goods under Civil Code section 1761(a). Guerrero  
14 is a consumer under section 1761(d) because he purchased the supplement for personal  
15 use. The advertisement and the resulting sale were connected to a transaction intended to  
16 result, and that did result, in the purchase of goods by a consumer.

17        96. The challenged conduct violates Civil Code section 1770(a)(2) by  
18 misrepresenting the source, sponsorship, approval, or certification of the goods. The  
19 advertisement conveyed that Dr. Gupta genuinely approved HarmoBrain. That approval  
20 was fabricated.

21        97. The conduct also violates section 1770(a)(3) by representing an affiliation,  
22 connection, or association with a person that did not exist as represented, and section  
23 1770(a)(5) by representing that the goods had sponsorship or approval they did not have.  
24 These theories address the apparent physician's endorsement. Plaintiff does not rely on the  
25 mere absence of FDA approval to establish those violations.

26        98. The false approval was material to a reasonable consumer and actually caused  
27 Guerrero's purchase. He believed the apparent physician endorsement, sought the  
28

1 identified product, and paid \$31.48. Without the deception, he would not have bought  
2 HarmoBrain or would have paid less.

3 99. Globaline's statutory liability rests on the representations it made, adopted, or  
4 authorized as a participating merchant. Titan Labs' statutory liability rests on  
5 representations it supplied, approved, or authorized as the responsible brand operator. The  
6 Doe advertisers' statutory liability rests on their own creation or dissemination of the false  
7 sales message. The statute is invoked against the person responsible for the unlawful  
8 method or practice, not every business that happened to handle the goods.

9 100. Under Civil Code sections 1780(a)(2) and 1782(d), Plaintiff seeks injunctive  
10 relief only on this cause of action. He does not seek CLRA actual damages, punitive  
11 damages, or monetary restitution through this count. He does not allege that a statutory  
12 damages demand was sent when the present record establishes no such notice.

13 101. Plaintiff requests an injunction prohibiting the responsible Defendants from  
14 depicting Dr. Gupta as endorsing HarmoBrain without an authentic endorsement and from  
15 using altered or generated recordings to misrepresent that approval. The order should also  
16 require withdrawal of deceptive material within those Defendants' control and notice to  
17 their authorized marketers that the prohibited material may not be used.

18 102. The requested order should apply to the responsible Defendants and persons  
19 acting with them who are properly bound by it. Plaintiff does not seek to restrain  
20 independent speakers or impose responsibility for material a Defendant neither controls  
21 nor authorizes. He requests reasonable attorney's fees and costs as provided by Civil Code  
22 section 1780(e).

## 23 **SECOND CAUSE OF ACTION**

### 24 **Intentional Misrepresentation**

#### 25 **California Civil Code sections 1709 and 1710**

26 103. Plaintiff incorporates the preceding allegations. This cause of action is  
27 asserted against the Advertising Defendants, including a named Defendant only for its own  
28

1 knowing participation or a legally supported basis for attributing the challenged  
2 representation to it.

3 104. The representation was that the real Dr. Sanjay Gupta genuinely promoted or  
4 endorsed HarmoBrain. The Advertising Defendants communicated that representation  
5 through the online video Guerrero watched in Los Angeles County in 2026 before his  
6 purchase. The use of Gupta's apparent identity and the express HarmoBrain product  
7 identification conveyed the representation even without a separate sentence stating that the  
8 endorsement was authentic.

9 105. The representation was false. The endorsement attributed to Gupta was  
10 fabricated. The creators knew how the presentation was made and knew it did not record  
11 the genuine endorsement represented to the viewer. The persons knowingly  
12 commissioning, approving, adopting, or distributing it likewise knew the endorsement was  
13 false or made the representation recklessly without believing it to be true.

14 106. The Advertising Defendants intended viewers to rely on the apparent medical  
15 approval and purchase HarmoBrain. Guerrero did so. Reliance on the apparent  
16 recommendation of a recognized physician in a supplement advertisement was reasonable  
17 where the presentation supplied no disclosure that the endorsement was inauthentic.

18 107. The deception was a substantial factor in causing Guerrero's payment of  
19 \$31.48. The fact that he searched for the product and purchased through a retail  
20 marketplace does not sever that causal chain. He bought the product the advertisement  
21 named because he believed the endorsement it presented.

22 108. For each named Defendant, Plaintiff must establish that Defendant's own  
23 fraudulent statement, authorization, knowing adoption, or knowing and substantial  
24 assistance. A merchant's ordinary sale of a product after an independent advertisement is  
25 not, by itself, a knowing adoption of that advertisement. A supplier's ordinary distribution  
26 is not, by itself, substantial assistance to a known fraud. Plaintiff seeks fraud liability only  
27 upon proof of the additional conduct alleged above.

1 109. Where knowing assistance is established, the actionable assistance is  
2 assistance to the identified deception: supplying the false endorsement material,  
3 authorizing its placement, or continuing its authorized use with knowledge of its falsity.  
4 Plaintiff does not base an aiding-and-abetting theory on mere commercial benefit or on a  
5 general assertion that a business should have known another participant was dishonest.

6 110. Guerrero and the damages class suffered out-of-pocket losses in amounts to  
7 be proven. Plaintiff seeks compensatory damages under the applicable California measure,  
8 including Civil Code section 3343 where applicable, without duplicate recovery on  
9 overlapping theories.

10 111. Plaintiff seeks punitive damages under Civil Code section 3294 against the  
11 persons proven to have acted with fraud, malice, or oppression. As to an employer or  
12 corporate Defendant, Plaintiff seeks such damages only upon the required proof of  
13 authorization, ratification, or other responsibility under section 3294(b), including the  
14 required involvement of an officer, director, or managing agent. The deliberate  
15 manufacture of a physician's endorsement for commercial gain supports punitive relief  
16 against those responsible for that conduct.

## 17 **VI. THIRD CAUSE OF ACTION**

### 18 **Fraudulent Concealment**

19 112. Plaintiff incorporates the preceding allegations. This cause of action is  
20 asserted against the Advertising Defendants that created or knowingly approved the false  
21 presentation, and those named Defendants whose own conduct establishes the duty and  
22 knowing concealment alleged here. It is pleaded as an alternative or complementary fraud  
23 theory without duplicate recovery.

24 113. The concealed fact was that Dr. Gupta had not genuinely given the  
25 HarmoBrain endorsement presented in the advertisement. The people responsible for the  
26 presentation knew that fact. They did not disclose it before using the apparent endorsement  
27 to induce consumers to buy.  
28

1 114. The duty to disclose arose from the affirmative presentation of a purportedly  
2 genuine endorsement. Once a Defendant chose to communicate that apparent medical  
3 approval, it had to disclose the qualifying facts necessary to prevent its own message from  
4 being misleading. The duty alleged here does not depend solely on an assertion that every  
5 advertiser is a fiduciary.

6 115. The creators and knowing sponsors also actively concealed the true source by  
7 presenting a manufactured endorsement as a real physician's recommendation. They  
8 possessed the source footage, editing history, authorization records, and approval  
9 information that Guerrero lacked. Their use of a recognizable face and medical identity  
10 supplied the false appearance the omission preserved.

11 116. Guerrero did not know the endorsement was fabricated. Had the truth been  
12 disclosed, he would not have purchased HarmoBrain or would have paid less. He actually  
13 relied on the presentation as authentic, and the concealment was a substantial factor in  
14 causing his purchase-related loss.

15 117. For Globaline or Titan Labs, concealment liability requires that the business  
16 itself made or authorized the misleading partial presentation, or otherwise had a legally  
17 recognized disclosure duty and knowingly concealed the fact. Plaintiff does not charge an  
18 uninformed reseller with concealing another business's private editing records merely  
19 because it sold a bottle.

20 118. Plaintiff seeks compensatory damages according to proof and punitive  
21 damages against the Defendants that satisfy Civil Code section 3294, including the  
22 employer and corporate requirements stated above. Any recovery will be adjusted to avoid  
23 compensation twice for the same purchase-related loss.

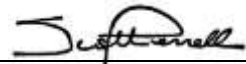
24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff requests judgment as follows:  
26  
27  
28

- a. Certification of the California Class and appropriate subclasses under Federal Rule of Civil Procedure 23; appointment of Guerrero as class representative and his counsel as class counsel;
- b. An injunction under the CLRA prohibiting the responsible Defendants from falsely depicting Dr. Sanjay Gupta as endorsing HarmoBrain and requiring withdrawal of the challenged deceptive promotions within their control;
- c. Compensatory damages on the common-law fraud claims according to proof, including legally recoverable purchase-related and consequential losses, without duplicate recovery;
- d. Punitive damages on the common-law fraud claims against Defendants whose conduct and responsibility satisfy Civil Code section 3294;
- e. Reasonable attorney's fees under Civil Code section 1780(e), and any other applicable basis, together with allowable costs;
- f. Prejudgment and postjudgment interest as permitted by law; and
- g. Such other and further relief as the Court deems just and proper.
- h. No damages are requested under the CLRA cause of action.

Dated: October 23, 2026

PACIFIC TRIAL ATTORNEYS, APC

By: 

Scott J. Ferrell

Attorneys for Plaintiff and the Putative Class