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UNITED STATE DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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

Plaintiff,

v.

SERENE HERBS LLC, a Florida limited
liability company, d/b/a SERENE
HERBS; and DOES 1 through 10,
inclusive,

Defendant.

Case No. 8:26-cv-2876

**CLASS ACTION COMPLAINT
FOR:**

- 1. Violation of the Consumers Legal Remedies Act, Cal. Civ. Code § 1750 et seq.;**
- 2. False and Misleading Advertising, Cal. Bus. & Prof. Code § 17500 et seq., including § 17533.7;**
- 3. Unfair Competition, Cal. Bus. & Prof. Code § 17200 et seq.;**
- 4. Breach of Express Warranty, Cal. Com. Code § 2313; and**
- 5. Negligent Misrepresentation.**

1 Plaintiff David Guerrero ("Plaintiff"), individually and on behalf of all others similarly
2 situated, alleges as follows:

3 **I. INTRODUCTION**

4 1. This is a consumer class action about a false representation with a specific and
5 important meaning: "MADE IN USA." Defendant Serene Herbs LLC prominently places
6 that unqualified country-of-origin designation on its Serene Herbs Soursop Bitters products
7 and repeats the same domestic-origin message across its consumer-facing sales ecosystem.
8 The representation appears on physical packaging and has been repeated in online product
9 listings, Defendant's Amazon storefront, Defendant's direct-to-consumer website, the
10 landing pages reached through the product label's QR code, and related marketing
11 materials.

12 2. The representation matters because country of origin is not decorative copy.
13 It tells consumers where the product they are buying was made and where the ingredients
14 and manufacturing value embodied in that product originate. Consumers may prefer
15 American-made goods for reasons involving domestic jobs, perceived quality, supply-
16 chain accountability, manufacturing standards, environmental and labor practices, national
17 economic support, or simple personal preference. Defendant knows that origin matters
18 because it chose to make "MADE IN USA" a repeated selling point rather than omit the
19 statement or accurately qualify it.

20 3. Defendant's own public descriptions reveal the problem. Defendant presently
21 describes its Soursop Bitters as "Manufactured in the USA from globally sourced
22 ingredients." Elsewhere Defendant touts the very same product as built around herbs
23 sourced directly from small farms in Ghana and the Caribbean and emphasizes African and
24 Afro-Caribbean sourcing as part of the Product's heritage and value proposition. Those are
25 not immaterial inputs. They are the ingredients Defendant itself identifies as giving the
26 Product its character, claimed benefits, and market identity.

27 4. An unqualified "MADE IN USA" seal does not merely tell a consumer that
28 imported ingredients were mixed, bottled, filled, or finally processed at an American

1 facility. It communicates a claim about the origin of the product as a whole. If a seller
2 wishes to communicate only the location of final manufacturing while using meaningful
3 foreign-sourced content, it can say so accurately—for example, that the product is
4 "Manufactured in USA with globally sourced ingredients." Defendant knew how to make
5 precisely that qualified statement. Yet the challenged packaging and marketing used the
6 broader, unqualified designation "MADE IN USA."

7 5. California specifically prohibits the sale of merchandise bearing "Made in
8 U.S.A.," "Made in America," "U.S.A.," or similar words when the merchandise, or an
9 article, unit, or part thereof, has been entirely or substantially made, manufactured, or
10 produced outside the United States, subject only to narrow statutory tolerances. Cal. Bus.
11 & Prof. Code § 17533.7. For ordinary foreign content, the statutory tolerance is no more
12 than five percent of final wholesale value. A limited ten-percent provision applies only if
13 the manufacturer can show both that the foreign article, unit, or part cannot be produced or
14 obtained domestically and that all foreign content remains within the ten-percent ceiling.
15 Cost alone cannot establish unavailability.

16 6. Federal labeling standards reinforce the same consumer meaning. Under the
17 Federal Trade Commission's Made in USA Labeling Rule, 16 C.F.R. Part 323, an
18 unqualified Made in USA label conveys that the product is all or virtually all made in the
19 United States. The final assembly or processing must occur here, all significant processing
20 must occur here, and all or virtually all ingredients or components must be made and
21 sourced here. The product should contain no or negligible foreign content. A marketer that
22 makes such an unqualified claim must possess competent and reliable substantiation before
23 making it.

24 7. On information and belief, the Covered Products do not satisfy the California
25 statutory thresholds for an unqualified Made in USA designation and do not satisfy the
26 federal all-or-virtually-all standard. Defendant intentionally sources ingredients central to
27 the Product from Ghana, the Caribbean, and other foreign sources. The value and
28 significance of those foreign ingredients are not negligible. They are promoted by

1 Defendant as essential features of the Product. Defendant's own marketing thus supplies
2 the factual contradiction: it cannot simultaneously tout significant foreign sourcing as part
3 of what makes the Product distinctive and present the Product to consumers with an
4 unqualified "MADE IN USA" seal as though the product as a whole were domestic.

5 8. Plaintiff was exposed to Defendant's Made in USA representation before
6 purchasing the Product. During summer 2026, Plaintiff purchased the Product in Buena
7 Park, California. The representation was material to him. He understood it in its ordinary
8 sense—that the Product was made in the United States, not merely that foreign ingredients
9 had undergone final processing or bottling here. Had the truth been disclosed, Plaintiff
10 would not have purchased the Product or would have paid less for it.

11 9. Plaintiff does not contend that a manufacturer is forbidden to use imported
12 ingredients or to celebrate international sourcing. The deception lies in saying one thing
13 about that sourcing in some places while using an unqualified domestic-origin designation
14 to sell the Product to consumers. Defendant could truthfully disclose both concepts. It
15 instead chose a label that communicates a broader domestic-origin claim than the facts
16 support.

17 10. This case seeks relief for California consumers who paid money for Covered
18 Products bearing the same materially false or misleading unqualified U.S.-origin
19 designation. Plaintiff seeks damages under the Consumers Legal Remedies Act, restitution
20 and injunctive relief under California's Unfair Competition Law and False Advertising
21 Law, relief for breach of the express warranty created by the Made in USA designation,
22 and other relief permitted by law.

23 **II. JURISDICTION AND VENUE**

24 11. This Court has subject-matter jurisdiction under the Class Action Fairness Act
25 of 2005, 28 U.S.C. § 1332(d). Plaintiff is a citizen of California. Defendant Serene Herbs
26 LLC is organized under Florida law and maintains its principal business address in Miami,
27 Florida. At least one member of the proposed Class is therefore a citizen of a state different
28 from Defendant.

1 12. The proposed Class contains far more than 100 members. Defendant markets
2 the Covered Products nationally through high-volume online channels and its own direct-
3 to-consumer business. Defendant's own marketplace presence and available sales
4 information reflect substantial sales volume, including large monthly sales of its principal
5 Soursop Bitters product. On information and belief, thousands of California consumers
6 purchased Covered Products during the Class Period.

7 13. The aggregate amount in controversy exceeds \$5,000,000, exclusive of
8 interest and costs. The claims place at issue the price premium and purchase price
9 attributable to Covered Products sold to California consumers over the applicable
10 limitations periods, statutory and actual damages available under the CLRA, restitution,
11 interest, and other relief recoverable on a classwide basis.

12 14. This Court has personal jurisdiction over Defendant because Defendant
13 purposefully sells, markets, distributes, and ships the Covered Products to consumers
14 throughout California; deliberately uses California-facing online marketplaces and direct-
15 to-consumer channels; places the challenged Made in USA designation on products sold in
16 California; derives substantial revenue from California commerce; and caused the precise
17 misrepresentation and economic injury alleged here to occur in California.

18 15. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial
19 part of the events giving rise to these claims occurred in this District, including Plaintiff's
20 exposure to the challenged representation, purchase of the Product, payment of money,
21 receipt of the Product, and economic injury. Defendant also transacts substantial business
22 with consumers in this District.

23 **III. THE PARTIES**

24 16. Plaintiff David Guerrero is a natural person and citizen of California. Plaintiff
25 purchased the Product for personal, family, or household use and is a "consumer" within
26 the meaning of Civil Code section 1761(d).

27 17. Defendant Serene Herbs LLC is a Florida limited liability company doing
28 business as Serene Herbs. Defendant's business address and registered address are reported

1 as 1451 Brickell Avenue, Unit 1503, Miami, Florida 33131. Defendant owns, markets,
2 sells, distributes, or controls the SERENE HERBS brand and the consumer-facing labeling
3 and advertising challenged in this action.

4 18. Public trademark and marketplace materials identify the SERENE HERBS
5 brand with Defendant and the same Miami address. Defendant operates or controls direct-
6 to-consumer sales channels and an Amazon storefront through which Serene Herbs
7 products are promoted to consumers nationwide, including California consumers.

8 19. Plaintiff is ignorant of the true names and capacities of DOES 1 through 10,
9 inclusive, and therefore sues them by fictitious names. Plaintiff will amend this Complaint
10 when their identities and roles in designing, approving, distributing, or disseminating the
11 challenged labeling and advertising are ascertained.

12 **IV. FACTUAL ALLEGATIONS**

13 **A. Defendant Uses an Unqualified “MADE IN USA” Designation as a Selling Point**

14 20. The Covered Product is Serene Herbs Soursop Bitters, including flavors and
15 materially identical formulations sold during the Class Period with the same or substantially
16 similar unqualified Made in USA designation (the "Product" or "Covered Products").

17 21. The Product's physical packaging includes a conspicuous circular seal stating
18 "MADE IN USA." The seal appears alongside other product-attribute icons such as vegan,
19 GMP-certified, and BPA-free designations. In that context, a reasonable consumer
20 understands the seal as an affirmative representation about the Product itself—not merely
21 the geographic location where a finished liquid happened to be poured into a bottle.

22 22. Defendant has not confined the representation to one stray label. Its Made in
23 USA message has appeared across the consumer journey: Amazon product listings, the
24 Serene Herbs Amazon storefront, Defendant's direct-to-consumer website, physical
25 product packaging, the QR-code landing page reached from the bottle, and related digital
26 marketing.

27 23. Repetition across these touchpoints is important. It demonstrates that the
28 origin representation is deliberate, standardized, and part of Defendant's marketing

1 strategy. Defendant controls or approves the label artwork used on the Product and controls
2 or supplies the marketing claims used in its branded sales channels.

3 24. Defendant could omit any country-of-origin claim. It could also make a
4 narrower, qualified claim identifying only the location of final manufacture, such as
5 "Manufactured in the USA from globally sourced ingredients." The choice to use the
6 broader and more valuable unqualified "MADE IN USA" designation communicates
7 materially more.

8 25. The unqualified seal creates a binary and easily understood message. A
9 consumer seeing "MADE IN USA" is not told that only the final bottling, mixing, filling,
10 or processing occurred domestically. Nor is the consumer told that important ingredients
11 were sourced abroad. The representation instead describes the Product as a whole.

12 **B. Defendant's Own Marketing Confirms Meaningful Foreign Sourcing**

13 26. Defendant's own public-facing descriptions confirm that the Product contains
14 foreign-sourced ingredients. On its current product page, Defendant describes the Product
15 as "Manufactured in the USA from globally sourced ingredients." That qualified statement
16 is materially different from an unqualified "MADE IN USA" seal.

17 27. Defendant also markets the Product's heritage and sourcing by explaining that
18 its herbs are sourced directly from small farms in Ghana and the Caribbean. In other
19 marketing, Defendant emphasizes multiple African herbs and Ghanaian sourcing. These
20 representations show that foreign sourcing is not an incidental or hidden manufacturing
21 detail; Defendant affirmatively uses that sourcing to tell the Product's story and differentiate
22 it in the marketplace.

23 28. The foreign-sourced material is central to the Product's identity. The Product
24 is sold as an herbal bitters formula. The herbs are not shipping cartons, remote
25 subcomponents, or insignificant decorative inputs. They are the substances consumers
26 ingest and the ingredients to which Defendant attributes the Product's claimed character
27 and benefits.

29. On information and belief, the aggregate foreign articles, units, parts, and ingredients embodied in the Product exceed five percent of the final wholesale value of the Product. Defendant's deliberate sourcing program for multiple principal herbs from Ghana, the Caribbean, and other foreign locations makes it implausible that all foreign content is merely negligible.

30. On information and belief, Defendant cannot satisfy the alternative ten-percent provision of Business and Professions Code section 17533.7(c). Defendant intentionally sources abroad because of the claimed heritage, characteristics, relationships, and identity of those ingredients. The statutory unavailability determination cannot be based merely on cost, and Defendant bears unique possession of the sourcing, bill-of-materials, cost, and supplier records necessary to quantify the foreign content precisely.

31. Plaintiff does not presently possess Defendant's confidential supplier invoices, bills of materials, landed-cost records, formulations, batch records, contract-manufacturer records, certificates of analysis, country-of-origin determinations, or internal substantiation files. Those records are uniquely within Defendant's possession and will establish the exact foreign-content percentage and the basis, if any, on which Defendant decided to use an unqualified Made in USA designation.

32. What is already public is enough to make the claim concrete: Defendant says the product uses globally sourced ingredients; Defendant specifically celebrates sourcing from Ghana and the Caribbean; and Defendant simultaneously places an unqualified "MADE IN USA" seal on the bottle. Those representations cannot be reconciled simply by pointing to final manufacture in the United States.

C. Why Country of Origin Is Material

33. Country of origin is a classic product attribute because it bears directly on what a consumer believes he or she is buying. Unlike vague lifestyle language, "MADE IN USA" is an objective representation of fact that can be verified against sourcing and manufacturing records.

1 34. Many consumers intentionally choose domestic products to support American
2 workers, domestic manufacturing capacity, local tax bases, and shorter supply chains.
3 Others associate domestic production with particular regulatory, quality-control, labor,
4 environmental, or traceability expectations. Still others simply prefer to spend their money
5 on goods that are represented as American-made. The reasons may differ, but the
6 purchasing attribute is real and economically valuable.

7 35. That economic value creates a price premium. A seller can obtain sales,
8 consumer trust, and willingness to pay by presenting a product as American-made. A
9 competing seller that truthfully discloses foreign sourcing may lose sales to a product
10 carrying an unqualified U.S.-origin seal. False origin designations therefore distort not only
11 an individual purchase but competition itself by allowing the mislabeling seller to
12 appropriate goodwill associated with domestic manufacture without satisfying the
13 standards attached to that representation.

14 36. The importance is heightened where a product's brand story simultaneously
15 emphasizes global or heritage sourcing. Defendant is entitled to celebrate Ghanaian,
16 African, Caribbean, or other foreign sourcing if that is accurate. But it cannot use those
17 foreign inputs to create a distinctive product and then capture the separate marketing
18 premium associated with an unqualified "MADE IN USA" designation as though the
19 product were domestic in origin.

20 37. Accurate qualification solves the problem. A statement such as "Manufactured
21 in USA from globally sourced ingredients" informs consumers that final manufacturing
22 occurs domestically while ingredients come from elsewhere. That is precisely why the
23 unqualified designation is misleading: it withholds the limitation that changes the meaning
24 of the origin claim.

25 38. Defendant's repeated use of the seal across packaging, marketplace listings,
26 storefront materials, website content, and QR-linked marketing supports a strong inference
27 of materiality. Rational sellers do not devote scarce label space and repeated marketing real
28

1 estate to information they consider irrelevant. Defendant used the designation because it
2 believed the claim would help sell the Product.

3 39. Plaintiff personally regarded domestic origin as important. He saw and relied
4 on the Made in USA representation and reasonably understood it as an unqualified
5 statement about where the Product was made. The statement was part of the basis of his
6 bargain.

7 40. Had Defendant accurately disclosed the Product's material foreign sourcing
8 before the transaction, Plaintiff would not have purchased the Product or would have paid
9 less. Plaintiff therefore lost money as a direct result of the challenged representation.

10 **D. California and Federal Standards Make the Difference Between “Made” and**
11 **“Manufactured From Imported Inputs” Explicit**

12 41. California Business and Professions Code section 17533.7 addresses this exact
13 conduct. It prohibits selling or offering merchandise in California bearing "Made in
14 U.S.A.," "Made in America," "U.S.A.," or similar words when the merchandise or any
15 article, unit, or part has been entirely or substantially made, manufactured, or produced
16 outside the United States, except within narrow statutory tolerances.

17 42. Section 17533.7(b) permits foreign articles, units, or parts only where all
18 foreign content constitutes no more than five percent of final wholesale value. Section
19 17533.7(c) permits up to ten percent only if the manufacturer can show that the foreign
20 content can neither be produced in the United States nor obtained from a domestic source,
21 and the statute expressly forbids basing that unavailability determination merely on cost.

22 43. The federal Made in USA Labeling Rule, 16 C.F.R. Part 323, likewise
23 recognizes the ordinary consumer meaning of an unqualified Made in USA label. Such a
24 label represents that the product is all or virtually all made in the United States. Final
25 assembly or processing in the United States is necessary but not sufficient. Significant
26 processing must occur here, and all or virtually all ingredients or components must also be
27 made and sourced here.

1 44. These standards distinguish a truthful process claim from a misleading whole-
2 product origin claim. A company may accurately describe a particular step—such as
3 "bottled in USA" or "manufactured in USA from imported ingredients"—when that is what
4 occurred. But using an unqualified Made in USA designation tells the consumer something
5 broader.

6 45. Defendant's current qualified phrase—"Manufactured in the USA from
7 globally sourced ingredients"—demonstrates that Defendant itself understands how to
8 communicate the distinction. The challenged unqualified seal removes the limiting words
9 and thereby communicates a materially different message.

10 **E. Plaintiff's Purchase and Injury**

11 46. During summer 2026, Plaintiff purchased the Product in Buena Park,
12 California. Before purchasing, Plaintiff was exposed to Defendant's Made in USA
13 representation, including the unqualified domestic-origin designation used to market the
14 Product.

15 47. Plaintiff reasonably understood the representation to mean that the Product
16 was made in the United States within the ordinary meaning of that phrase, rather than that
17 a formulation containing significant foreign-sourced ingredients had merely undergone
18 final manufacturing or packaging in the United States.

19 48. The representation was material. Plaintiff values American-made products and
20 considered domestic origin in deciding whether to purchase. Plaintiff would not have
21 purchased the Product, or would have paid less, had Defendant truthfully and
22 conspicuously disclosed the Product's foreign sourcing before the transaction.

23 49. Plaintiff received a product worth less to him than the product represented. He
24 paid money he otherwise would not have paid, or paid a price premium attributable to the
25 false or misleading domestic-origin designation. That economic injury is concrete and
26 directly traceable to Defendant's representation.

27 50. Plaintiff remains interested in purchasing products like the Covered Products
28 if they are truthfully labeled and lawfully marketed. Because Defendant has used

1 contradictory origin messaging and Plaintiff cannot determine from an unqualified seal
2 whether Defendant has corrected its sourcing or merely changed its wording elsewhere,
3 Plaintiff cannot presently rely on Defendant's country-of-origin representations. Injunctive
4 relief requiring accurate labeling would redress that continuing injury.

5 **F. Defendant Received Statutory Notice Before This Action**

6 51. On August 6, 2026, Plaintiff, through counsel, sent Defendant written notice
7 under Civil Code section 1782 by certified mail, return receipt requested, and overnight
8 mail to Serene Herbs LLC at 1451 Brickell Avenue, Unit 1503, Miami, Florida 33131,
9 attention Kwadwo Tuffour, Manager and Registered Agent.

10 52. The notice identified the precise challenged practice: Defendant's repeated
11 representation that the products were "Made in USA" despite the foreign-origin problem.
12 It expressly identified the Amazon listings, Amazon storefront, direct-to-consumer website,
13 physical packaging, QR-code landing page, and related marketing as consumer touchpoints
14 carrying the representation.

15 53. The notice also identified the CLRA provisions at issue, including Civil Code
16 sections 1770(a)(5), (7), (9), and (16), and advised Defendant of claims under the UCL,
17 FAL, and Business and Professions Code section 17533.7. It demanded correction, repair,
18 replacement, or other rectification for Plaintiff and similarly situated California consumers.

19 54. More than thirty days have elapsed since the statutory notice was sent. Plaintiff
20 therefore seeks the damages and other relief authorized by Civil Code section 1780 in
21 addition to injunctive relief and the remedies available under Plaintiff's other claims.

22 **V. CLASS ACTION ALLEGATIONS**

23 55. Plaintiff brings this action pursuant to Federal Rule of Civil Procedure 23 on
24 behalf of himself and all others similarly situated.

25 56. Plaintiff proposes the following California Class: all persons who, during the
26 applicable limitations period, purchased in California one or more Serene Herbs Soursop
27 Bitters products that were labeled or marketed with an unqualified "Made in USA," "Made
28

1 in U.S.A., "U.S.A.," or substantially similar domestic-origin designation while containing
2 foreign-sourced ingredients outside the limits permitted by California law (the "Class").

3 57. Excluded from the Class are Defendant; its officers, directors, employees,
4 affiliates, legal representatives, heirs, successors, and assigns; judicial officers assigned to
5 this action and their immediate families; and any person who timely and validly opts out of
6 a Rule 23(b)(3) class certified in this action.

7 58. Numerosity is satisfied. Defendant sells the Covered Products at substantial
8 volume through nationwide online marketplaces and direct-to-consumer channels. The
9 exact number of California purchasers is known to Defendant and marketplace records, but
10 joinder of all members is plainly impracticable.

11 59. There are numerous questions of law and fact common to the Class, including
12 whether the Covered Products bore an unqualified Made in USA designation; whether
13 Defendant used materially uniform origin messaging; where the Product's ingredients were
14 sourced; the percentage of final wholesale value attributable to foreign content; whether
15 Defendant can satisfy either statutory exception in section 17533.7; whether the
16 representation was false or likely to deceive a reasonable consumer; whether Defendant
17 had substantiation for the representation; whether the representation created an express
18 warranty; whether Defendant's conduct violated the CLRA, FAL, and UCL; the appropriate
19 measure of price-premium or restitutionary relief; and whether injunctive relief is
20 warranted.

21 60. Plaintiff's claims are typical. He purchased the same Product subject to the
22 same unqualified Made in USA message, relied on the same type of standardized
23 representation, and suffered the same economic injury as other Class members.

24 61. Plaintiff will fairly and adequately protect the interests of the Class. He has no
25 interests antagonistic to Class members. He has retained counsel experienced in consumer-
26 protection and class-action litigation and intends to prosecute the action vigorously.

27 62. Common questions predominate because liability turns principally on
28 Defendant's standardized labels and advertising, Defendant's centralized sourcing and

1 manufacturing records, Defendant's country-of-origin substantiation, and the objective
2 meaning and materiality of an unqualified Made in USA designation. These questions do
3 not depend on individualized negotiations or oral representations.

4 63. A class action is superior to thousands of individual suits. Individual damages
5 are likely too small to justify separate litigation, while Defendant's records can identify
6 sales, product versions, label periods, sourcing periods, and California purchasers or sales
7 channels on a common basis.

8 64. Certification under Rule 23(b)(2) is also appropriate for injunctive and
9 declaratory relief because Defendant has acted or refused to act on grounds generally
10 applicable to the Class by using standardized country-of-origin representations across the
11 Covered Products and related marketing.

12 **VI. EQUITABLE RELIEF IS NECESSARY AND IS PLEADED IN THE**
13 **ALTERNATIVE**

14 65. Plaintiff seeks legal damages under the CLRA, breach-of-warranty law, and
15 negligent-misrepresentation law. Plaintiff separately seeks equitable relief under the UCL
16 and FAL to the extent legal remedies are unavailable, incomplete, or inadequate for the full
17 scope of the challenged conduct, the full limitations period, and the prospective deception
18 alleged here.

19 66. Money damages alone cannot prevent Defendant from continuing to place
20 materially false or misleading origin designations on future Covered Products or from
21 shifting the unqualified representation among packaging, marketplace listings, websites,
22 and QR-linked marketing. Prospective injunctive relief is therefore distinct from
23 compensation for past purchases.

24 67. The UCL also reaches a four-year limitations period and conduct and remedies
25 that do not perfectly overlap the damages causes of action. Some Class members or
26 transactions may support restitutionary relief even if a particular damages remedy is
27 unavailable or subject to a shorter limitations period. Plaintiff therefore pleads equitable
28 relief expressly in the alternative under Federal Rule of Civil Procedure 8.

68. Restitution is appropriate to restore money acquired through the challenged labeling scheme, including the portion of the purchase price attributable to the false domestic-origin premium. Injunctive relief is appropriate to require Defendant to stop using an unqualified U.S.-origin designation unless and until the Covered Products satisfy applicable country-of-origin standards and to require clear qualification where foreign content remains material.

VII. CAUSE OF ACTION

FIRST CAUSE OF ACTION

Consumers Legal Remedies Act, Cal. Civ. Code § 1750 et seq.

69. Plaintiff incorporates all preceding paragraphs as though fully set forth here.

70. Plaintiff and Class members are consumers who purchased goods for personal, family, or household purposes. The Covered Products are goods within the meaning of Civil Code section 1761.

71. Defendant engaged in transactions intended to result, and which did result, in the sale of goods to consumers.

72. Defendant represented that the Covered Products had characteristics, ingredients, uses, benefits, quantities, sponsorship, approval, status, affiliation, or connection they did not have, in violation of Civil Code section 1770(a)(5), by presenting them with an unqualified domestic-origin designation despite material foreign sourcing.

73. Defendant represented that the Covered Products were of a particular standard, quality, or grade when they were of another, in violation of section 1770(a)(7). An unqualified Made in USA designation communicates a specific sourcing and production standard that the Covered Products did not satisfy.

74. Defendant advertised the Covered Products with intent not to sell them as advertised, in violation of section 1770(a)(9), because Defendant sold products containing meaningful foreign-sourced ingredients while advertising them with an unqualified domestic-origin designation.

1 75. Defendant represented that the subject of the transaction had been supplied in
2 accordance with a previous representation when it had not, and otherwise made actionable
3 representations concerning source and origin, including within the conduct prohibited by
4 section 1770(a)(16) and the CLRA's enumerated protections against deceptive product
5 attributes and sourcing representations.

6 76. Defendant's conduct was likely to mislead a reasonable consumer. The
7 representation was objective, prominent, repeated, material, and contradicted by
8 Defendant's own descriptions of global, Ghanaian, and Caribbean ingredient sourcing.

9 77. Plaintiff actually saw and relied on the Made in USA representation. He would
10 not have purchased the Product or would have paid less had the truth been disclosed. The
11 representation was therefore an immediate and substantial cause of Plaintiff's economic
12 injury.

13 78. Defendant knew or should have known the representation was misleading
14 because Defendant possessed or controlled the Product formulation, supplier relationships,
15 ingredient-sourcing information, invoices, manufacturing records, country-of-origin
16 determinations, label approvals, and marketing materials. A company cannot reasonably
17 place an unqualified origin seal on a product without knowing where the product's principal
18 ingredients come from.

19 79. Plaintiff complied with Civil Code section 1782 by providing written notice
20 more than thirty days before seeking damages. The notice identified the challenged conduct
21 and demanded relief for Plaintiff and similarly situated consumers.

22 80. Plaintiff seeks actual damages, restitution as permitted, injunctive relief,
23 reasonable attorneys' fees and costs, and all other relief authorized by Civil Code section
24 1780. If discovery establishes the heightened circumstances required by section 1780(a)(4),
25 Plaintiff reserves the right to seek punitive damages as permitted by law.

SECOND CAUSE OF ACTION

False and Misleading Advertising, Cal. Bus. & Prof. Code § 17500 et seq., Including § 17533.7

81. Plaintiff incorporates all preceding paragraphs as though fully set forth here.

82. California's False Advertising Law prohibits untrue or misleading statements made in connection with the disposition of goods when the speaker knew, or by the exercise of reasonable care should have known, the statements were untrue or misleading.

83. Business and Professions Code section 17533.7 specifically makes it unlawful to sell or offer for sale in California merchandise bearing "Made in U.S.A.," "Made in America," "U.S.A.," or similar words when the merchandise, or an article, unit, or part thereof, has been entirely or substantially made, manufactured, or produced outside the United States, except within the narrow five-percent and ten-percent statutory provisions.

84. Defendant sold and offered Covered Products in California bearing an unqualified Made in USA designation. Defendant also disseminated substantially similar domestic-origin representations through online listings, storefront materials, direct-to-consumer pages, QR-linked pages, and related advertising.

85. On information and belief, the Covered Products contain foreign-sourced ingredients whose aggregate final wholesale value exceeds the five-percent allowance under section 17533.7(b). On information and belief, Defendant cannot satisfy both conditions required by section 17533.7(c), including the requirement of genuine domestic unavailability and the ten-percent ceiling.

86. Independently of the numeric California thresholds, Defendant's advertising was misleading in its overall net impression. A reasonable consumer seeing an unqualified Made in USA seal would not understand the claim to mean "final manufacture in the United States using globally sourced, Ghanaian, Caribbean, and other foreign ingredients." That limitation changes the message and should have been disclosed clearly and conspicuously.

87. Defendant knew or should have known the true sourcing of its own formulation. Defendant's public statements about globally sourced ingredients and sourcing

1 directly from Ghana and the Caribbean confirm that the foreign-sourcing facts were within
2 Defendant's knowledge and were not an unknowable downstream detail.

3 88. Plaintiff relied on the challenged advertising and lost money as a result.
4 Plaintiff and the Class are entitled to restitution restoring the money Defendant acquired
5 through the false or misleading origin representation and to injunctive relief preventing
6 recurrence.

7 89. Plaintiff seeks relief under Business and Professions Code section 17535 and
8 related provisions, including restitution, injunctive relief, and all other relief available by
9 law, pleaded in the alternative to legal remedies.

10 **THIRD CAUSE OF ACTION**

11 **Unfair Competition, Cal. Bus. & Prof. Code § 17200 et seq.**

12 90. Plaintiff incorporates all preceding paragraphs as though fully set forth here.

13 91. Defendant has engaged in unlawful, unfair, and fraudulent business acts and
14 practices within the meaning of Business and Professions Code section 17200.

15 92. The unlawful prong is satisfied because Defendant's conduct violates, among
16 other laws, the Consumers Legal Remedies Act, the False Advertising Law, and Business
17 and Professions Code section 17533.7 governing Made in USA representations.

18 93. The fraudulent prong is satisfied because Defendant's unqualified Made in
19 USA designation was likely to deceive reasonable consumers regarding the source and
20 origin of the Covered Products and their ingredients. Defendant's qualified
21 acknowledgment of global sourcing demonstrates the material information omitted from
22 the unqualified seal.

23 94. The unfair prong is satisfied because the practice allows Defendant to obtain
24 the commercial goodwill and price premium associated with domestic manufacture without
25 bearing the sourcing constraints required to make that representation truthfully. The
26 practice injures consumers and disadvantages competitors that accurately disclose imported
27 or globally sourced content.
28

1 95. The injury is not outweighed by any legitimate benefit. Defendant could avoid
2 the deception at negligible cost by using accurate qualified wording identifying the location
3 of final manufacture and the existence of global or imported ingredients.

4 96. Plaintiff suffered injury in fact and lost money because he purchased the
5 Product in reliance on the challenged representation and would not have done so, or would
6 have paid less, had the Product been truthfully labeled.

7 97. Plaintiff seeks restitution and injunctive relief under Business and Professions
8 Code section 17203, pleaded in the alternative to legal remedies, together with all other
9 relief the Court deems proper.

10 **FOURTH CAUSE OF ACTION**

11 **Breach of Express Warranty, Cal. Com. Code § 2313**

12 98. Plaintiff incorporates all preceding paragraphs as though fully set forth here.

13 99. Defendant's unqualified "MADE IN USA" designation is an affirmation of
14 fact and description concerning the Covered Products. It is specific, measurable, and
15 capable of objective verification.

16 100. The Made in USA representation became part of the basis of the bargain.
17 Defendant used it on the Product and in related marketing to induce consumers to purchase.
18 Plaintiff saw and relied on the representation before purchasing.

19 101. The Covered Product did not conform to the express warranty because, on
20 information and belief, it contained material foreign-sourced ingredients outside the
21 conditions permitting the unqualified origin representation and therefore was not Made in
22 USA as warranted.

23 102. Defendant created and controlled the warranty and placed it into the stream of
24 commerce intending that it reach and influence ultimate consumers. Any retail or
25 marketplace intermediary merely transmitted Defendant's product and Defendant's
26 warranty to the consumer.

27 103. Plaintiff was damaged because the Product he received was worth less than
28 the Product as expressly warranted. He is entitled to recover the difference in value,

1 incidental damages where available, and other remedies permitted by the California
2 Commercial Code and applicable law.

3 **FIFTH CAUSE OF ACTION**

4 **Negligent Misrepresentation**

5 104. Plaintiff incorporates all preceding paragraphs as though fully set forth here.

6 105. Defendant represented as an existing material fact that the Covered Products
7 were Made in USA. The representation was made through standardized product labels and
8 related consumer marketing.

9 106. The representation was false or misleading because the Covered Products
10 contained meaningful foreign-sourced ingredients and did not satisfy the requirements for
11 the unqualified origin message conveyed to reasonable consumers.

12 107. At minimum, Defendant lacked reasonable grounds for believing the
13 unqualified representation was true. Defendant had a duty to know and substantiate the
14 origin of the ingredients and manufacturing inputs in a product on which it voluntarily
15 chose to place a Made in USA seal.

16 108. Defendant intended consumers to rely on the representation in deciding
17 whether to purchase and how much to pay. The prominent placement and repetition of the
18 claim were designed to influence consumer choice.

19 109. Plaintiff reasonably relied on the representation. Country of origin was
20 material to him, and there was no reason for him to assume that the unqualified seal secretly
21 meant only final processing in the United States with globally sourced ingredients.

22 110. Plaintiff suffered economic loss as a direct and proximate result because he
23 paid money for a Product he would not have purchased, or for which he would have paid
24 less, had the truth been disclosed.

25 111. Plaintiff and the Class seek compensatory damages and all other relief
26 available for negligent misrepresentation.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the proposed Class, respectfully requests that the Court enter judgment in his favor and against Defendant as follows:

- a. Certifying the proposed Class under Federal Rule of Civil Procedure 23 and appointing Plaintiff as Class Representative and his counsel as Class Counsel;
- b. Declaring that Defendant's challenged conduct is unlawful, unfair, fraudulent, false, misleading, and deceptive;
- c. Awarding actual, statutory, compensatory, and other damages available under the CLRA and other applicable law;
- d. Awarding restitution and disgorgement of money wrongfully obtained from Plaintiff and Class members to the extent available and necessary as equitable relief;
- e. Awarding damages for breach of express warranty and negligent misrepresentation according to proof;
- f. Enjoining Defendant from using an unqualified Made in USA, Made in U.S.A., U.S.A., Made in America, or substantially similar designation on Covered Products unless the products satisfy applicable country-of-origin requirements, and requiring clear and conspicuous qualification where material foreign content remains;
- g. Awarding prejudgment and post-judgment interest as permitted by law;
- h. Awarding reasonable attorneys' fees and costs under the CLRA and any other applicable authority; and
- i. Granting such other and further relief as the Court deems just and proper.

Dated: September 30, 2026

PACIFIC TRIAL ATTORNEYS, P.C.

By: /s/ Scott J. Ferrell

Scott. J. Ferrell
Attorney for Plaintiff