KAZEROUNI LAW GROUP, APC
Abbas Kazerounian, Esq. (SBN: 249203)
ak@kazlg.com
Pamela E. Prescott, Esq. (SBN: 328243)
pamela@kazlg.com
245 Fischer Avenue, Suite D1
Costa Mesa, California 92626
Telephone: (800) 400-6808
Facsimile: (800) 520-5523

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

TIERA NANCE, BABETTE HENDERSON, LAURA WILLIS ALBRIGO, Individually and On Behalf of All Others Similarly Situated,

Plaintiffs,

v.

KERRY, INC. d/b/a DAVINCI GOURMET,

Defendant.

Case No.: 2:26-cv-13357

CLASS ACTION SEEKING STATEWIDE RELIEF

COMPLAINT FOR VIOLATIONS OF:

1) **CALIFORNIA CONSUMER LEGAL REMEDIES ACT ("CLRA"), CAL. CIV. CODE §§ 1750, *ET SEQ.*;**
2) **CALIFORNIA'S UNFAIR COMPETITION LAW ("UCL"), CAL. BUS. & PROF. CODE §§ 17200, *ET SEQ.*;**
3) **VIOLATIONS OF CALIFORNIA'S FALSE ADVERTISING LAW ("FAL"), CAL. BUS. & PROF. CODE §§ 17500, *ET SEQ.*;**
4) **BREACH OF EXPRESS WARRANTY;**
5) **UNJUST ENRICHMENT;**
6) **NEGLIGENT MISREPRESENTATION; AND,**
7) **INTENTIONAL MISREPRESENTATION.**

JURY TRIAL DEMANDED

KAZEROUNI LAW GROUP, APC

INTRODUCTION

1. Plaintiffs Tiera Nance ("Ms. Nance"), Babette Henderson ("Ms. Henderson"), and Laura Willis Albrigo ("Ms. Willis Albrigo") (collectively "Plaintiffs"), individually and on behalf of all others similarly situated, brings this class action complaint ("Complaint") for damages, injunctive relief, and any other available legal or equitable remedies resulting from the unlawful actions of Defendant Kerry, Inc., doing business as DaVinci Gourmet ("DaVinci" or "Defendant").

2. This Complaint concerns the illegal, unfair, and deceptive labeling, marketing, and sale of DaVinci's flavored syrup products, including: a) the representation that DaVinci's syrup products are of United States origin, without providing clear and adequate qualification regarding the foreign ingredients and components contained therein, as required by federal and state law, rules and regulations; and/or b) the designation and representation that the products are "Natural," and contain "no artificial flavors or preservatives," or use similar language implying they are entirely natural.

3. The unlawfully and deceptively represented products are sold through various channels, including, but not limited to, direct-to-consumer sales on the Defendant's website, third-party platforms such as Amazon.com ("Amazon"), and third-party merchants operating brick-and-mortar stores, as well as retail websites, including, but not limited to, Smart and Final, Walmart, Costco, and elsewhere.

4. Plaintiffs allege as follows upon personal knowledge as to themselves and their own acts and experiences, and as to all other matters, upon information and belief, including investigation conducted by their attorneys.

5. In the highly competitive beverage industry, some companies attempt to gain a competitive advantage by misleading consumers about their products. Defendant marketed its products as being made without artificial flavors or preservatives. **However, these products contain citric acid**—an ingredient widely recognized within the beverage industry, by food science professionals, and by federal agencies

KAZEROUNI LAW GROUP, APC

as functioning as a preservative—rendering Defendant's marketing false, deceptive, misleading, and fraudulent.

6. Numerous federal and state laws, rules, and regulations govern the proper labeling of consumer products, including beverage products.

7. For example, the Federal Food, Drug, and Cosmetic Act ("FDCA"), and various state laws[1] that generally align with the FDCA govern the aspects of food and beverage labeling discussed herein. These laws reflect a fundamental principle: **consumers have the right to know what they are purchasing**.

8. When companies misrepresent that certain types of ingredients are omitted from a product, fail to disclose all components used in a product, mischaracterize the nature of their formulations, or falsely claim the origin of their products, they violate fundamental consumer protection laws. Such conduct undermines consumer trust, distorts the marketplace, and provides an unfair competitive advantage.

9. Under both the FDCA and California law, a food product is considered misbranded if its labeling is false or misleading in *any particular*.[2]

10. Furthermore, Defendant's products are labeled as "Made in the USA" without any qualification, despite containing key ingredients and/or components, material to the products, that are not obtained domestically. This practice violates federal regulations that require clear and adequate qualification of the foreign ingredients and components used in a product when U.S. origin claims are made.

11. Each product purchased by Plaintiffs, including but not limited to, DaVinci Sugar Free, Coconut Flavored Syrup, Blueberry Flavored Syrup, Cherry Flavored Syrup, Pineapple Flavored Syrup, Pumpkin Flavored Syrup, and Naturals Coconut Flavored Syrup (collectively, the "Product(s)") purchased by Plaintiffs were falsely represented as being "Natural," with "no artificial flavors or preservatives," and/or

[1] *See* Cal. Health & Safety Code §§ 110660, 110740, 110760, 110765, 110770.

[2] *See* 21 USC § 343(a) and Cal. Health & Safety Code § 110660.

KAZEROUNI LAW GROUP, APC

being "Made in the USA," without clear and adequate qualification of the key foreign ingredients and components used therein. These representations are demonstrably false, as detailed further herein.

12. As stated by the California Supreme Court in *Kwikset v. Superior Court*, 51 Cal. 4th 310, 328-29 (2011):

> **Simply stated: labels matter.** The marketing industry is based on the premise that labels matter, that consumers will choose one product over another similar product based on its label and various tangible and intangible qualities that may come to associate with a particular source. . .In particular . . . **the "Made in U.S.A." label matters**. A range of motivations may fuel this preference, from desire to support domestic jobs or labor conditions, to simply patriotism. The Legislature has recognized the materiality of this representation by specifically outlawing deceptive and fraudulent "Made in America" representations. (Cal. Bus & Prof. Code section 17533.7; see also Cal. Civ. Code § 1770, subd. (a)(4) (prohibiting deceptive representations of geographic origin)). The objective of section 17533.7 "is to protect consumers from being misled when they purchase products in the belief that they are advancing the interest of the United States and the industries and workers. . ." (emphasis added).

13. Defendant marketed, advertised, and sold its products with express representations that they are "Natural" and contained "no artificial, flavors, or preservatives." This representation appears across the marketing and advertising of products manufactured, marketed, or sold by Defendant, including the specific Products purchased by Plaintiffs—even though DaVinci's products contain citric acid, an ingredient widely recognized within the beverage industry, by food science professionals, and by federal agencies as functioning as a preservative.

14. Additionally, Defendant's Products are marketed with representations that they are "Made in the USA," without any qualification or disclosure. These claims appear either on the products themselves or in the accompanying marketing

KAZEROUNI LAW GROUP, APC

materials, including those related to the Products purchased by Plaintiffs—despite the inclusion of foreign-sourced ingredients and artificial citric acid that functions as a preservatives in the products.

15. Defendant's conduct of labeling, marketing and selling deceptively labeled products bearing the aforementioned misrepresentations violates: (1) California's Consumer Legal Remedies Act ("CLRA"), Cal. Civ. Code §§ 1750, *et seq*.; (2) California's Unfair Competition Law ("UCL"), Bus. & Prof. Code §§ 17200, *et seq*.; (3) California's False Advertising Law ("FAL"), Bus. & Prof. Code § 17500, *et seq*.; and constitutes (4) breach of express warranty; (5) unjust enrichment; (6) negligent misrepresentation; and (7) intentional misrepresentation.

16. Additionally, Defendant's conduct of labeling, marketing and selling deceptively labeled products bearing the representation that such products "natural" contain "no artificial flavor or preservatives" and/or are "Made in the USA" without qualification also violates the FDCA, and 16 C.F.R. § 323 (Federal Trade Commission 2021) (the "MUSA Rule") and California laws.

17. This conduct caused Plaintiffs, and other similarly situated consumers, damages, and requires restitution and injunctive relief to remedy and prevent future harm.

18. In addition to the false and misleading claims regarding the specific Products purchased by Plaintiffs, DaVinci's other products—including, but not limited to, those identified in **Exhibit A** and featured on DaVinci's website (the "Class Products")—are likewise labeled and/or marketed with the same deceptive representations, including "natural," "no artificial flavors or preservatives," and/or unqualified claims that they are "Made in the USA."

JURISDICTION AND VENUE

19. This Court has jurisdiction over this matter pursuant to the Class Action Fairness Act (CAFA), 28 U.S.C. § 1332(d), because: (1) there is minimal diversity; (2) the amount in controversy in this matter exceeds $5,000,000, exclusive of interest

KAZEROUNI LAW GROUP, APC

and costs; and (3) there are more than one hundred (100) people in the putative class. Minimal diversity is met because the proposed Class (as defined below) includes all persons within California who purchased one or more of the Class Products. Thus, the Class includes at least one member who is a citizen of a state other than California (where Plaintiffs have citizenship) or Wisconsin (where Defendant has citizenship).

20. Venue is proper in the United States District Court for the Central District of California pursuant to 28 U.S.C. § 1391 for the following reasons: (i) Plaintiff Nance resides in the County of Los Angeles, State of California, which is within this judicial district; (ii) the conduct complained of herein occurred within this judicial district; and (iii) Defendant conducted business within this judicial district at all times relevant.

PARTIES

21. Plaintiffs are, and at all times mentioned herein was, a natural person, an individual citizen of California.

22. Plaintiff Nance is, and at all times mentioned herein was an individual citizen and resident of Los Angeles County.

23. Plaintiff Willis Albrigo is, and at all times mentioned herein was an individual citizen and resident of San Diego, California.

24. Plaintiff Henderson is, and at all times mentioned herein was an individual citizen and resident of San Diego, California.

25. Defendant DaVinci, is a foreign corporation that is organized and exists under the laws of the State of Wisconsin, with its principal place of business within the State of Wisconsin located at 3400 Millington Road, Beloit, Wisconsin 53511.[3]

26. Defendant is a formulator, manufacturer, distributor and seller of beverage products that conducts business: a) direct-to-consumer through its website and its Amazon store; b) through the websites of third-party vendors, including, but not

[3] According to the Wisconsin Secretary of State's website and/or Defendant's website.

KAZEROUNI LAW GROUP, APC

limited to, Walmart.com, Smartandfinal.com, Costco.com, and Samsclub.com; and c) distributes its products to be sold in brick and mortar stores including, but not limited to, Walmart, Smart and Final, Costco, Sams Club, and elsewhere.

27. Plaintiffs alleges that at all relevant times Defendant conducted business within Los Angeles County, California, and within this judicial district.

28. Unless otherwise indicated, the use of Defendant's names in this Complaint includes all agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers of the Defendant, respectively.

NATURE OF THE CASE

29. Defendant's DaVinci line traces its origins in Seattle, Washington in 1989, when founder Greg Davenport developed beverage syrups for the emerging specialty coffee industry.

30. Following Kerry, Inc.'s acquisition of DaVinci in 2003, Defendant grew into an internationally recognized beverage brand offering syrups, sauces, smoothies, concentrates, and other beverage products for use in cafes, restaurants, foodservice establishments, and at-home beverages.

31. Defendant markets and sells a broad portfolio of beverage products throughout the United States and internationally through multiple distribution channels, including but not limited to, its Amazon store[4], third-party online retailers, and brick-and-mortar retail locations. Defendant's website also includes a product locator feature designed to direct consumers to retail locations and online sellers carrying Defendant's products.[5]

32. Defendant prominent markets DaVinci products as premium, innovative, and

[4] *See,* https://www.amazon.com/stores/DaVinciGourmet/page/DAD5A5C2-C63D-47C7-8AAC-71C96C856E21?lp_asin=B0GVW6H7MZ&ref_=ast_bln&store_ref=bl_ast_dp_brandlogo_sto

[5] *See,* https://davincigourmet.com/collections/sugar-free-syrups/products/davinci-gourmet-sugar-free-coconut-syrup-40737384023193

KAZEROUNI LAW GROUP, APC

high-quality beverage solutions designed for provisional baristas, mixologists, and consumers seeking cafe-style beverage experiences. Defendant emphasis flavor innovation, customization, and specialty beverage creation as core aspects of it branding and marketing strategy.

33. Given Defendant's long-standing presence in the beverage industry, its substantial resources, and its operational sophistication, it is difficult to conceive how Defendant could so blatantly violate the well-established laws, rules, and regulations governing the labeling, marketing, and sale of beverage products.

34. At all relevant times, Defendant, and its agents, made and continue to make material misrepresentations regarding the Class Products.

35. Specifically, Defendant advertised, marketed, promoted, and sold the Class Products as "Natural" and containing "no artificial flavors or preservatives" when, in reality, they contained citric acid, an ingredient recognized within the beverage industry, by food science professionals, and other experts as functioning as a preservative, and which does in fact function as a preservative in the Class Products. Additionally, Defendant advertised, marketed, promoted, and sold the Class Products as "Made in the USA" without disclosing the presence of foreign ingredients.. These claims are false, unlawful, unfair, and deceptive, and they continue to be made to this day through Defendant or its agents.

36. Each consumer, including Plaintiffs, were exposed to the same material misrepresentations, as substantially similar labels and/or marketing materials were used in connection with all Class Products sold throughout the United States, including within the State of California.

37. Federal and state laws, rules, and regulations regarding the accurate labeling of all ingredients in consumer products are well-established and clearly defined. Specifically, under the FDCA, a beverage is considered misbranded if its labeling is false or misleading in any particular.

38. Additionally, federal and state laws, rules, and regulations regarding the use

KAZEROUNI LAW GROUP, APC

of "Made in the United States" claims—including any synonymous claims, whether express or implied—are well-established and clearly defined with respect to products and services as discussed herein.

39. As a direct result of Defendant's unfair and deceptive practices, Plaintiffs and other similarly situated consumers purchased the Class Products based on false impressions and in reasonable reliance on Defendant's misrepresentations.

40. As a result, Plaintiffs and other similarly situated consumers overpaid for the Class Products, purchased the Class Products over the products of competitors, and/or purchased the Class Products under the belief that the Defendant's representations were accurate, truthful and lawful. This includes initial and repeat purchases of the Class Products.

41. Despite clearly established and well-defined federal and state laws, rules, and regulations—including consumer protection laws—governing the labeling, marketing, and sale of beverage products in the United States, Defendant falsely, unfairly, and deceptively advertised, marketed, and sold the Class Products, including the Products purchased by Plaintiffs, as further detailed herein.

42. Had Plaintiffs and other similarly situated consumers been aware that the labeling and marketing of the Class Products contained false and deceptive misrepresentations, they would not have purchased the Class Products or would have paid less for them.

43. As a result of Defendant's false, unfair, and deceptive statements and/or their failure to disclose the true contents of the Class Products, along with the other conduct described herein, Plaintiffs and similarly situated consumers purchased hundreds of thousands of units of the Class Products across California, suffering, and continuing to suffer, harm, including the loss of money and/or property.

44. Defendant's conduct regarding the labeling, marketing, and sale of the Class Products, as alleged herein, violates multiple federal and California laws, rules, and regulations, as detailed below.

KAZEROUNI LAW GROUP, APC

45. This action seeks, among other things, equitable and injunctive relief; public injunctive relief; restitution of all amounts unlawfully retained by Defendant; and disgorgement of all ill-gotten profits resulting from Defendant's alleged wrongdoing.

46. Unless enjoined, Defendant's unfair, deceptive and unlawful conduct will continue into the future, and Plaintiffs and Class members will continue to suffer harm.

FACTUAL ALLEGATIONS

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

48. At all relevant times, including as of the filing of this Complaint, Defendant or its agents have made material misrepresentations regarding the Class Products.

A. False "Natural" and "No Artificial Flavors or Preservatives" Claims

49. Defendant marketed, advertised and sold its products, including the Products purchased by Plaintiffs, as natural and being "Natural" and made without "artificial flavors or preservatives," when in fact that is false.

50. Consumers increasingly seek out products labeled as "natural" and/or containing "no artificial flavors or preservatives" because they associate such products with being healthier, safer, and more natural. The absence of artificial flavors or preservatives is often viewed as an indicator that a product is minimally processed, free from synthetic or chemical additives that may be linked to adverse health effects, and inherently "fresher" because the product does not contain, or require, preservatives. As a result, the "Natural" and "no artificial flavors or preservatives" representations carry significant weight in consumers' purchasing decisions and commands a premium in the marketplace.

51. In the beverage industry, "Natural" claims are highly valued because they signal to discerning consumers that a product is healthier. These claims serve as a powerful marketing tool, often motivating consumers to pay a premium or to choose

KAZEROUNI LAW GROUP, APC

such products over competing options that do not make similar representations.

52. Consumers, including Plaintiffs, have consistently sought out products marketed with "Natural" or "no artificial flavors or preservatives" claims due to both the actual and perceived health benefits associated with avoiding artificial flavors or preservatives.

53. As a result, "Natural" claims have become a critical and material factor in purchasing decisions, driving consumers to favor food and beverage products that prominently feature "Natural" and/or "no artificial flavors or preservatives" representations over those that do not.

54. Recognizing this consumer demand, Defendant deliberately sought to capitalize on it by prominently marketing, advertising and representing the Class Products with bold and conspicuous "Natural" and/or "no artificial flavors or preservatives" claims, in order to exploit consumers' awareness of and preference for this widely recognized and valued product attribute.

55. A reasonable consumer expects that when a product is expressly marketed as containing "Natural" and/or "no artificial flavors or preservatives," it is in fact free from any added artificial ingredients or preservatives.

56. While consumers value products marketed as "Natural," the vast majority of the consuming public lack the specialized knowledge of beverage industry professionals, food scientists, or other formulation experts, and therefore would not know that citric acid functions as an artificial preservative. Defendant, however, possesses precisely this specialized knowledge and was fully aware that citric acid functions as an artificial preservative, and functions as such within the Class Products, yet nonetheless marketed the Class Products as containing "no artificial flavors or preservatives" to capitalize on consumers' expectations and promote sales.

57. It is precisely because ordinary consumers lack specialized formulation knowledge that federal regulations require disclosure when an ingredient functions

KAZEROUNI LAW GROUP, APC

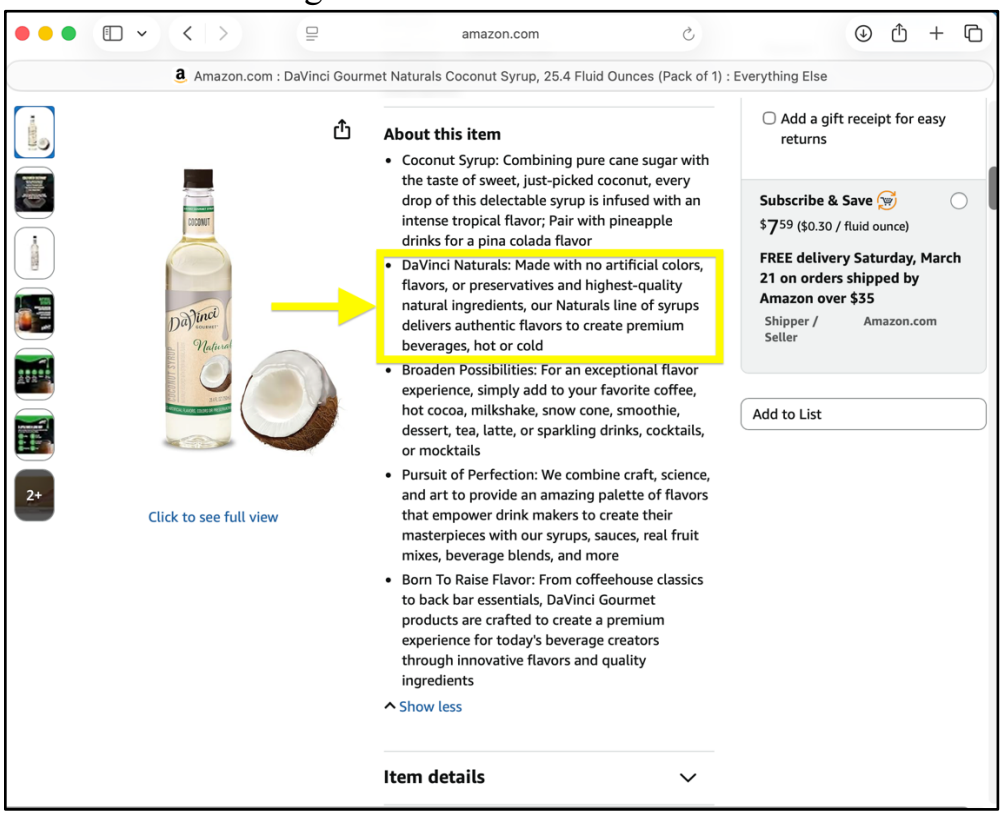
as a preservative.

58. Under 21 C.F.R. § 101.22(j), a food containing a chemical preservative[6] must bear a label stating both the ingredient's common or usual name and a description of its function, such as "preservative," "to retard spoilage," "a mold inhibitor," "to help protect flavor," or "to promote color retention."

59. Defendant is well aware that truthful labeling identifying citric acid as a preservative would conflict with and prevent it from capitalizing on the "Natural" and "no artificial flavors or preservatives" market.

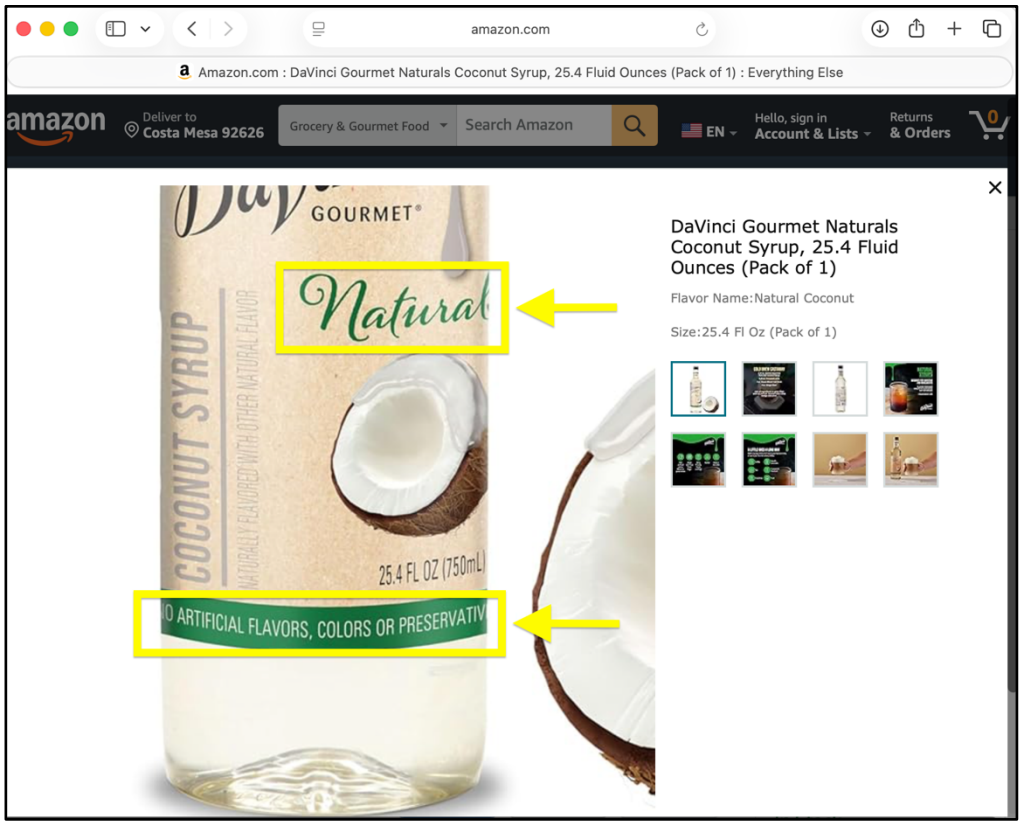
60. In the case of the Class Products, Defendant prominently features the "no artificial flavors or preservatives" claim in its marketing materials—a representation that continues to be repeated and disseminated by Defendant's agents, including its resellers, as of at least of the filing of this Complaint.

61. Below are non-exhaustive examples of the aforementioned representations that appeared in the marketing of the Class Products.[7]



[6] *See infra* ¶ 65

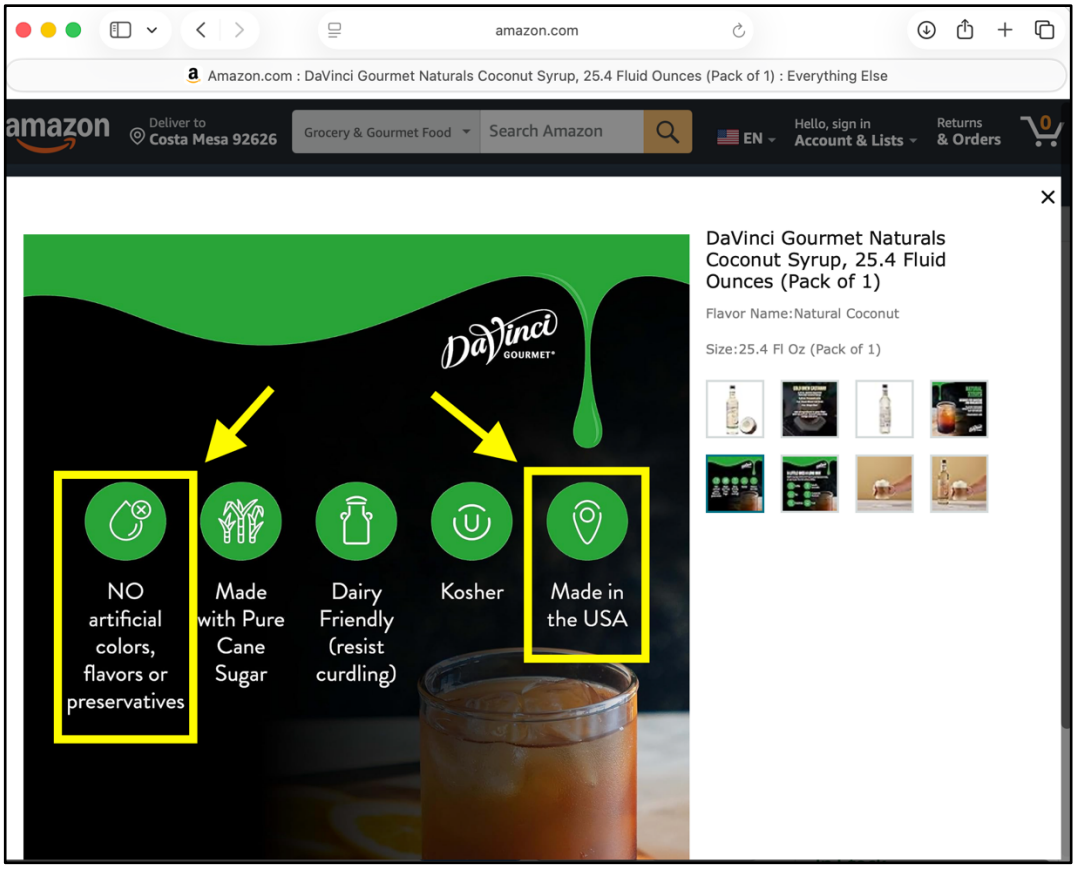
[7] *See* https://a.co/d/080S3xL3 (last visited May 27, 2026).

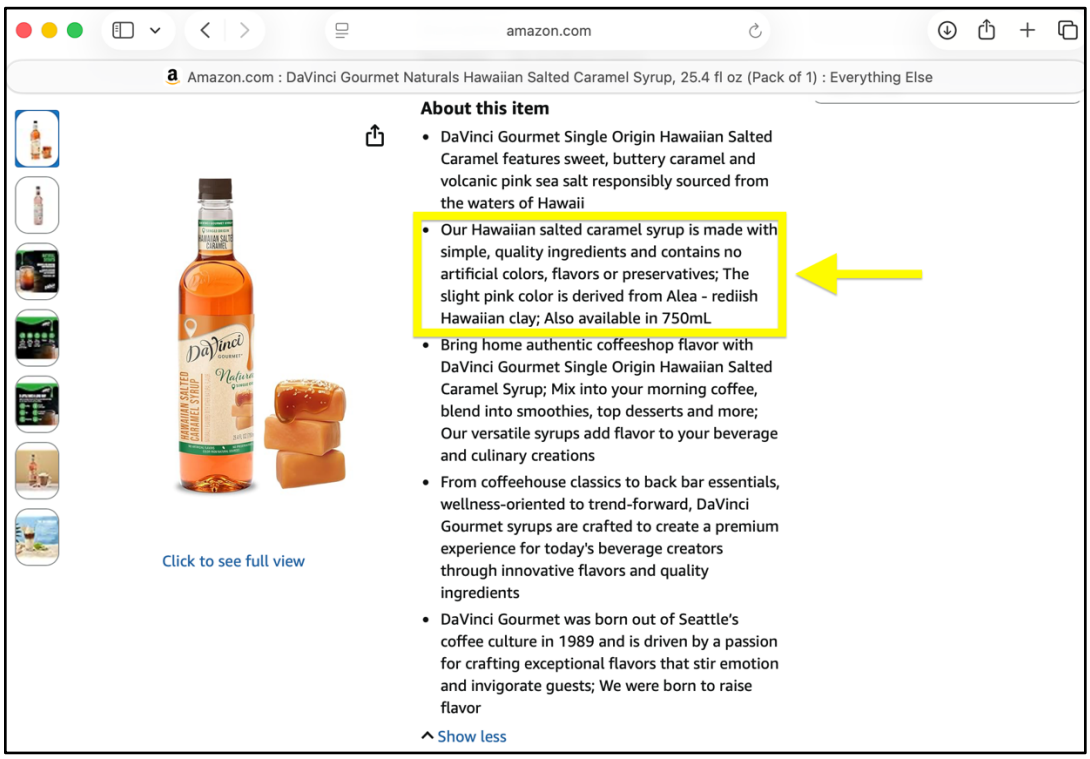


https://a.co/d/0geM7tx6 (last visited May 27, 2026).

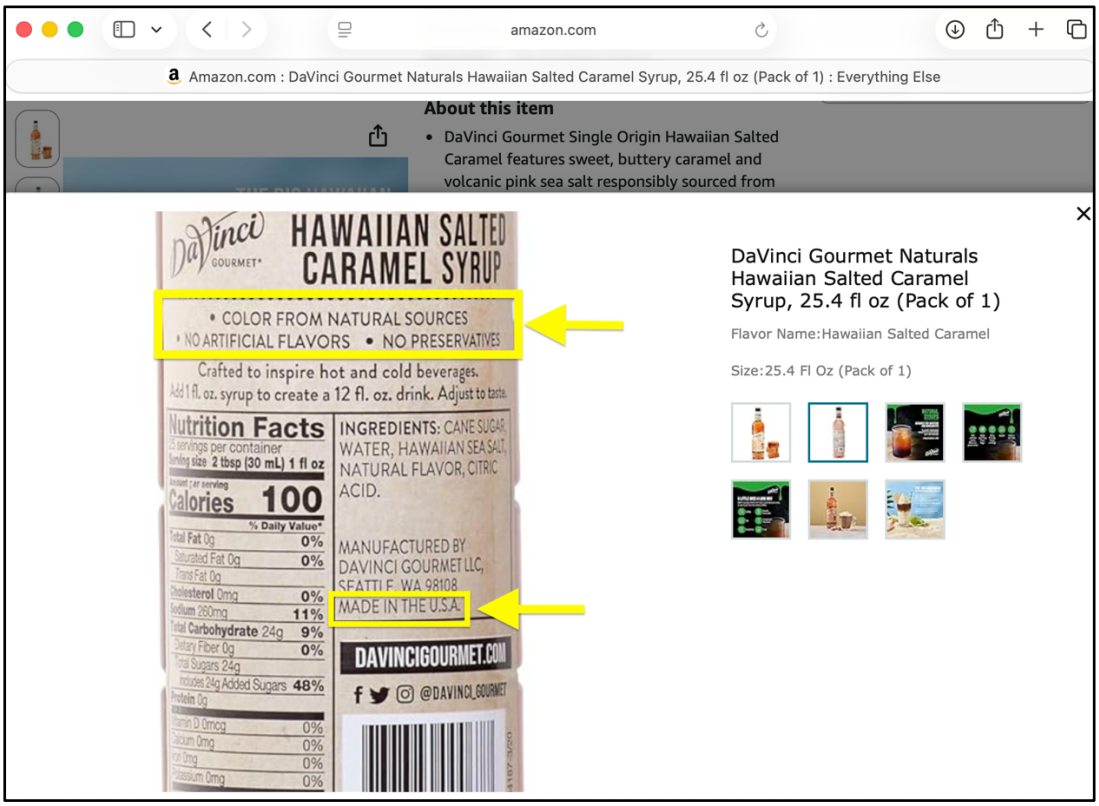
https://davincigourmet.com/collections/natural-syrups/products/davinci-gourmet-naturals-coconut-syrup-40737384109194 (last visited May 27, 2026).

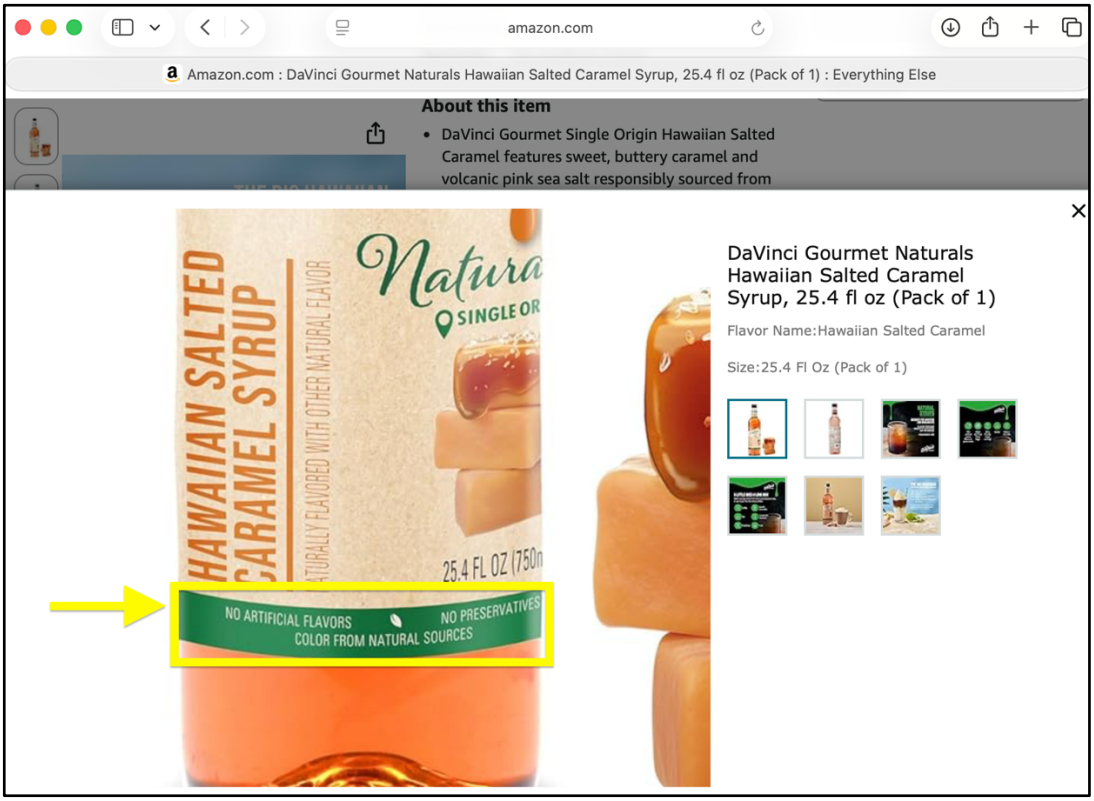
KAZEROUNI LAW GROUP, APC





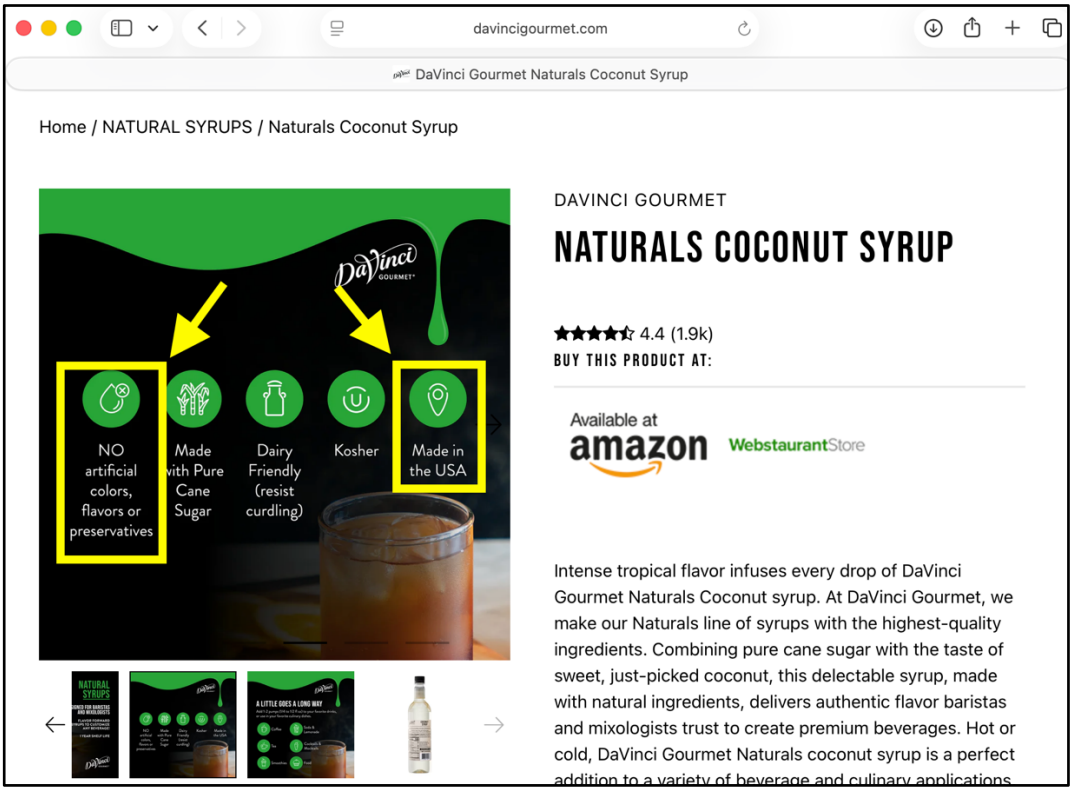
KAZEROUNI LAW GROUP, APC





KAZEROUNI LAW GROUP, APC

62. Defendant's false and misleading "Natural" and/or "no artificial flavors or preservatives" representations were intentionally designed to mislead consumers into



believing that the Class Products were fresher than they truly were and entirely free of artificial flavors and preservatives. These claims exploited consumer trust in product marketing and materially influenced purchasing decisions. In truth, however, the Class Products contain an ingredient recognized by beverage industry professionals, food scientists, and other formulation experts as functioning as a preservative.

63. Despite Defendant's prominent "Natural" an/or "no artificial flavors or preservatives" claims, the Class Products—including the Products purchased by Plaintiffs—contain citric acid, a well-known, unnatural preservative and which in fact functions as a preservative in the Class Products.

64. Indeed, Citric acid is a widely recognized and well-documented preservative within the food and beverage industry. The U.S. Food and Drug Administration

KAZEROUNI LAW GROUP, APC

("FDA") defines a chemical preservative as "any chemical that, when added to food, tends to prevent or retard deterioration thereof," with specific exceptions such as salt, sugar, and vinegar. *See* 21 C.F.R. § 101.22(a)(5). Citric acid is not among the excluded substances and falls squarely within the FDA's definition of a chemical preservative.

65. Notably, the FDA's definition applies to "*any* chemical" (emphasis added) that tends to prevent or retard deterioration, making the formulator's subjective intent for using such a chemical irrelevant.

66. The FDA explicitly identifies citric acid as a preservative in its official guidance documents, including its *Food Ingredients and Colors* publication.[8] In this resource, the FDA lists citric acid as a preservative commonly used in food and other products to "Prevent food spoilage from bacteria, molds, fungi, or yeast (antimicrobials); slow or prevent changes in color, flavor, or texture and delay rancidity (antioxidants); maintain freshness."

67. The preservative nature of citric acid has also been affirmed by the FDA through enforcement actions. For example, in a warning letter (attached here as **Exhibit B**) issued to the manufacturer of certain Chiquita brand fruit products,[9] the FDA concluded that the products were misbranded under 21 U.S.C. § 343(k) because they contained citric acid—a chemical preservative—without disclosing its function as such on the label, in violation of 21 C.F.R. § 101.22.

68. Citric acid functions as a preservative in beverages, including those manufactured and sold by Defendant. It serves multiple preservative roles: (a) it lowers the pH of the product, thereby creating an environment inhospitable to

[8] *See* https://www.fda.gov/files/food/published/Food-Ingredients-and-Colors-%28PDF%29.pdf (last visited May 21, 2025).

[9] *See* October 6, 2010, FDA Warning Letter to Chiquita Brands International, Inc. and Fresh Express, Inc. (https://web.archive.org/web/20211128074142/https://www.fdalabelcompliance.com/letters/ucm228663 or https://shorturl.at/Vdl8N) (last visited May 21, 2025).

KAZEROUNI LAW GROUP, APC

microbial growth; (b) it acts as an antioxidant, reducing oxidative spoilage; and (c) it sequesters metal ions that can catalyze spoilage reactions. These chemical effects occur regardless of any additional flavoring role citric acid may play.

69. Scientific literature confirms citric acid's preservative properties. For instance, researchers have established that even at low concentrations, citric acid inhibits the growth of bacteria and fungi by acidifying the environment and disrupting cellular metabolism. These preservative effects are integral to the shelf-stability of many beverage products.

70. Importantly, the function of an ingredient—not the manufacturer's subjective intent—is determinative of whether it qualifies as a preservative under federal labeling regulations. Thus, even if Defendant added citric acid for flavoring purposes, the fact that citric acid concurrently acts to retard spoilage and extend shelf life makes it a preservative under the law.

71. Accordingly, Defendant's marketing and labeling of the Class Products as "Natural" and/or containing "no artificial flavors or preservatives," while knowingly including citric acid in the ingredient formulation, is false, deceptive, and misleading to reasonable consumers. The presence of citric acid in the Class Products directly contradicts the express "Natural" and/or containing "no artificial flavors or preservatives," claim and violates both consumer trust and applicable regulatory standards.

72. In addition to misleading consumers such as Plaintiffs, Defendant's false "Natural" and/or containing "no artificial flavors or preservatives," claims also misled retailers, who in turn promoted the Class Products using the same deceptive representations—thereby amplifying and perpetuating the falsehoods. This chain of deception continues to this day.

73. As a result of Defendant's false "Natural" and/or containing "no artificial flavors or preservatives," claims, the Class Products secured an unfair competitive advantage across digital marketing channels, including social media platforms,

KAZEROUNI LAW GROUP, APC

search engine algorithms, and Amazon search rankings.

74. This deceptive positioning harmed both consumers and honest competitors operating in the same marketplace.

75. However, the full scope and impact of this deceptive marketing are uniquely within Defendant's possession and control, including records maintained by third-party marketing agents and platforms acting on its behalf. Accordingly, Plaintiffs cannot ascertain the complete extent of Defendant's misrepresentations without the benefit of discovery.

76. Contrary to Defendant's prominent "Natural" and similar marketing claims, the Class Products—including those purchased by Plaintiff—do not consist exclusively of plant-based ingredients. Instead, they contain industrially manufactured citric acid ("MCA"), a non-agricultural, non-plant-derived compound.

77. Citric acid ($C_6H_8O_7$) is a colorless organic acid that occurs naturally in citrus fruits and is widely used in the food and beverage industry.

78. Although citric acid can be naturally derived from citrus and other fruits, this method of production has been largely abandoned due to economic inefficiency, agricultural limitations, lack of standardization, and other practical constraints.[10] Instead, the citric acid used in virtually all commercial products today—including the Class Products—is industrially manufactured through fermentation with genetically modified mold (*Aspergillus niger*)—a process fundamentally distinct from natural extraction from citrus fruit and a significant departure from a reasonable consumer's expectation of what "natural" means, as further described

[10] *See* Lotfy WA, Ghanem KM, El-Helow ER. *Citric Acid Production by a Novel Aspergillus niger Isolate: II. Optimization of Process Parameters Through Statistical Experimental Designs*. 98 BIORESOURCE TECH. 3470 (2007). ("The supply of natural citric acid is limited, and the demand can only be satisfied by biotechnological fermentation processes."); Max B, Salgado JM, Rodriguez N, *et. al*. *Biotechnological production of citric acid*. 4 BRAZ. J. MICROBIOL. 862 (2010). ("About 99% of world production of citric acid occurs via microbial processes, which can be carried out using surface or submerged cultures.")

KAZEROUNI LAW GROUP, APC

herein.

79. Citric acid produced through the above-described industrial synthesis is commonly referred to as MCA.

80. While citric acid naturally occurs in citrus fruits—particularly lemons, limes, and oranges, where it can constitute up to 8% of their dry weight[11]—MCA is a synthetic alternative used in products such as the Class Products.

81. The industrial synthesis of MCA involves introducing a sucrose- or glucose-containing medium to carefully selected and genetically mutated *Aspergillus niger* under highly controlled and optimized conditions.[12] In response to these conditions, *Aspergillus niger* metabolizes the sugars and synthesizes citric acid.

82. Notably, citric acid is not present in either the sugar medium or the *Aspergillus niger* itself prior to synthesis, and thus cannot be extracted from either, as can be done from natural sources such as citrus fruits.

83. Even after the mutated *Aspergillus niger* metabolizes the sugar medium—along with other introduced catalysts—to fuel its growth and produce a citric acid derivative as a byproduct, that derivative is not immediately usable.[13]

84. It must then undergo a series of chemically intensive processes. The compound is first reacted with non-natural sulfuric acid[14] and then subjected to

---

[11] *See* Penniston KL, Nakada SY, Holmes RP, Assimos DG. *Quantitative assessment of citric acid in lemon juice, lime juice, and commercially-available fruit juice products*. 22 J ENDOUROL. 567 (2008).

[12] *See* Max, *et al*., *supra*. n. 17 ("Although many microorganisms can be employed to produce citric acid, *A. niger* is still the main industrial producer. In fact, <u>specific strains that are able to overproduce citric acid</u> in different types of fermentation processes <u>have been developed</u>.") (emphasis added)

[13] *See* Mores S, Porto de Souza Vandenberghe L, Magalhães AI, et. al. *Citric acid bioproduction and downstream processing: Status, opportunities, and challenges*. 320 BIORESOURCE TECHNOLOGY 124426 (2021)

[14] *See* https://pubchem.ncbi.nlm.nih.gov/compound/Sulfuric-Acid ("Pure sulfuric acid is not encountered naturally on Earth in its anhydrous form, due to its great affinity for water.") (last accessed August 11, 2025)

KAZEROUNI LAW GROUP, APC

additional refinement steps, including adsorption with resins and activated charcoal, evaporation, crystallization, and drying.[15] Only after these steps is the purified, biotechnologically synthesized citric acid (or MCA) produced. This method of production underscores the departure from any reasonable definition of "natural," as it involves genetically modified organisms, non-natural catalysts and chemicals, and extensive chemical processing that defy consumer expectations.

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

86. Defendant's false and deceptive "Natural" and/or containing "no artificial flavors or preservatives," claims misled consumers into purchasing products that failed to meet their reasonable expectations. This deception resulted in financial harm, eroded trust in product marketing, and subjected consumers to potential physical risks associated with the undisclosed presence of artificial ingredients and preservatives. As a consequence, consumers—including Plaintiffs—did not receive the "natural" or preservative-free products they believed they were purchasing, nor the benefits associated with such representations. Instead, they were unknowingly exposed to artificial ingredients and preservatives without their informed consent and paid a premium for a product that failed to deliver as promised.

87. On information and belief, Defendant either charged a premium for the Class Products compared to its competitors or gained a significant competitive advantage by misleading consumers into choosing its products over others based on "Natural" and/or containing "no artificial flavors or preservatives" claims. Federal and California laws are specifically designed to protect consumers from such false, deceptive, misleading, and unlawful representations, as well as from predatory business practices that unfairly manipulate consumer choice.

[15] *See supra* nn. 17 and 20.

KAZEROUNI LAW GROUP, APC

B. False U.S. Origin Claims

88. Defendant produces, markets, advertises and sells the Class Products, including the Products purchased by Plaintiffs, as "Made in the USA," (or some derivative thereof) without clear or adequate qualification.

89. The MUSA Rule clearly defines the meaning of "Made in the United States" or any synonymous representation[16] and outlines when such designations may be used without qualification. Specifically, clear and adequate qualifications must notify consumers if the good or service contains or is made with ingredients or components that are not made or sourced in the United States.[17]

90. Despite the clearly established and well-defined federal and state laws, rules and regulations, including consumer protections laws, regarding U.S. origin claims, Defendant falsely, unfairly and deceptively advertised, marketed and sold its products, including the Products purchased by Plaintiffs, as "Made in the USA" without clear and adequate qualification informing consumers of the presence of foreign ingredients and/or components as further discussed herein.

91. Despite their unqualified "Made in the USA" representations, the Class Products are made using ingredients and components that are neither domestically grown, sourced, nor produced.

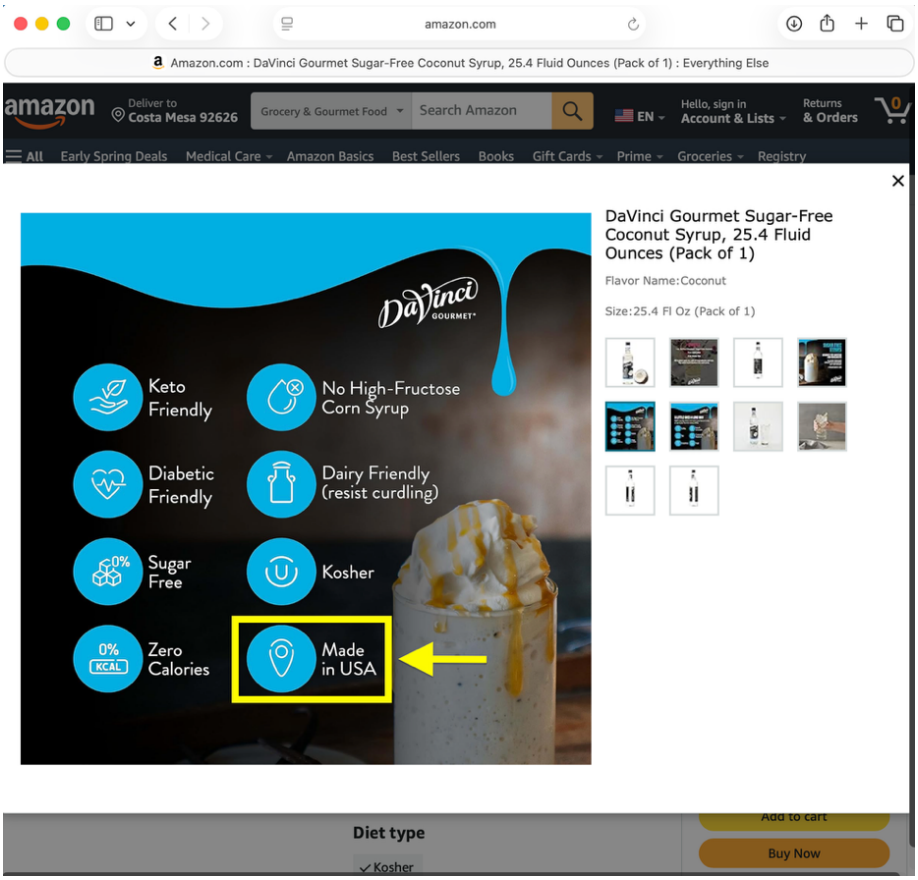
92. For the Class Products, Defendant's unqualified claim appears on product

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

[17] *See* 16 C.F.R. § 323.2 Prohibited Acts ("In connection with promoting or offering for sale any good or service, in or affecting commerce as "commerce" is defined in section 4 of the Federal Trade Commission Act, 15 U.S.C. 44, **it is an unfair or deceptive act or practice** within the meaning of section 5(a)(1) of the Federal Trade Commission Act, 15 U.S.C. 45(a)(1), **to label any product as Made in the United States unless** the final assembly or processing of the product occurs in the United States, all significant processing that goes into the product occurs in the United States, ***and*** **all or virtually all ingredients or components of the product are made and sourced in the United States**. (emphasis added).

labeling and packaging in contrasting text stating "Made in the USA," set apart from other wording, thereby reinforcing Defendant's intent to convey that the Class Products and their ingredients are of U.S. origin. The same claim also appears in the marketing and advertising of the Class Products, including on third-party reseller websites.

93. Below are non-exhaustive examples of the aforementioned representation regarding the Class Products:[18]



[18] *See* https://davincigourmet.com/collections/sugar-free-syrups/products/davinci-gourmet-sugar-free-coconut-syrup-40737384023193 (last visited May 27, 2026)

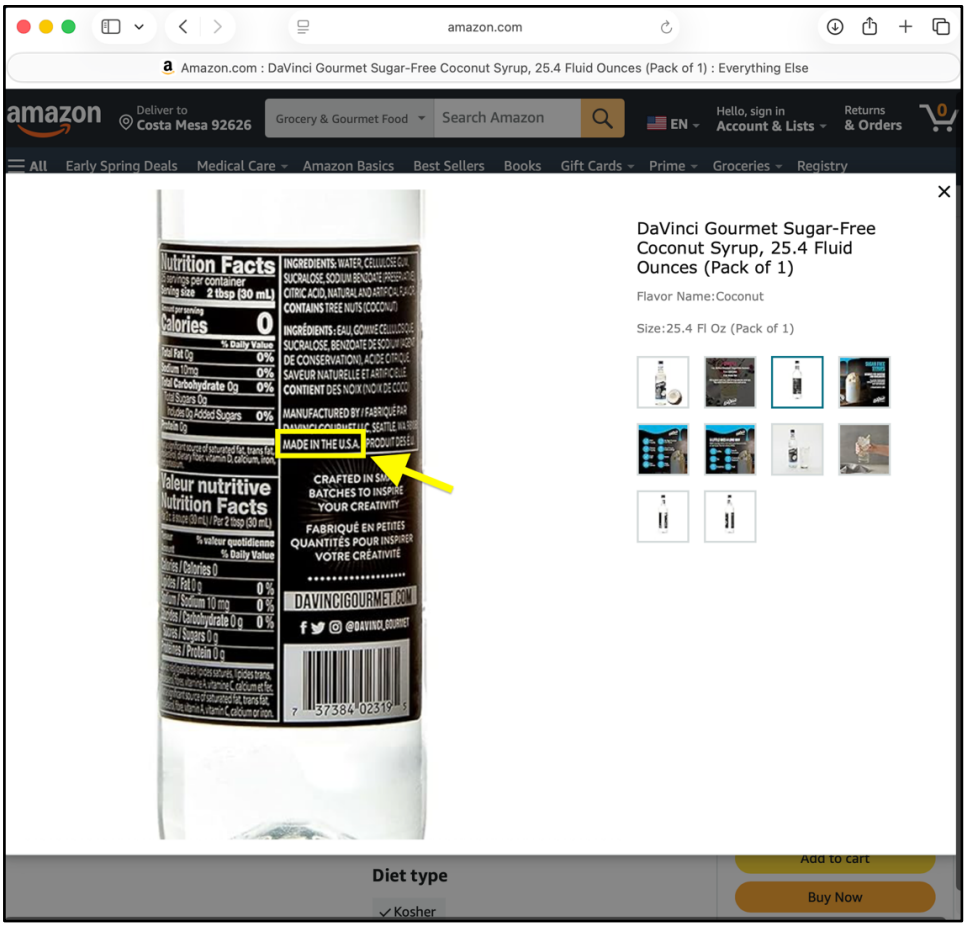
https://a.co/d/0eQvxrjc (last visited May 27, 2026)

https://davincigourmet.com/collections/blended-beverage-mixes/products/davinci-gourmet-coffee-blended-iced-coffee-mix-10687156040004 (last visited May 27, 2026)

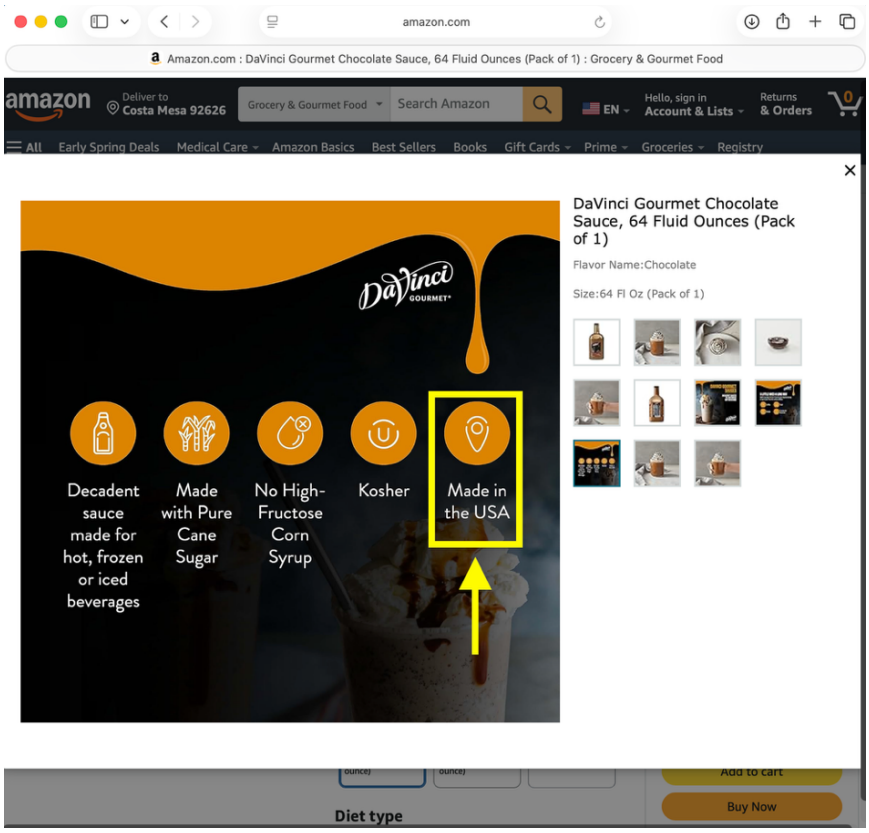
https://davincigourmet.com/collections/natural-syrups/products/davinci-gourmet-naturals-coconut-syrup-40737384109194 (last visited May 27, 2026)

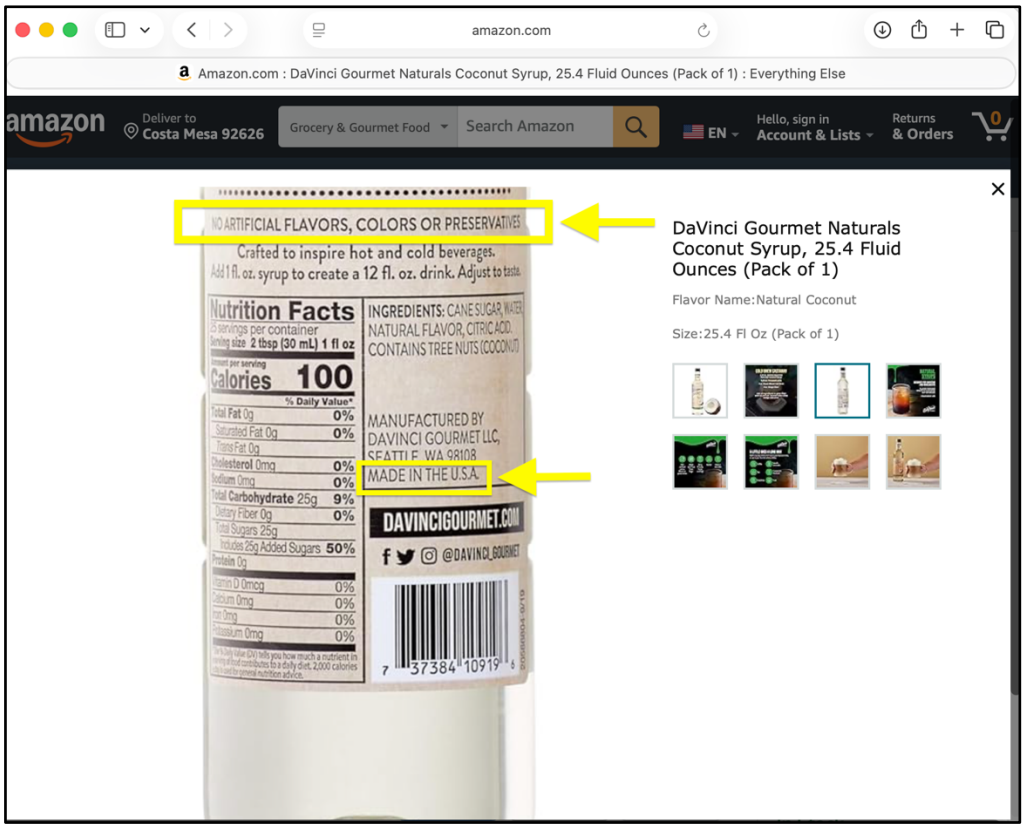
https://a.co/d/0ayshCO3 (last visited May 27, 2026)

KAZEROUNI LAW GROUP, APC

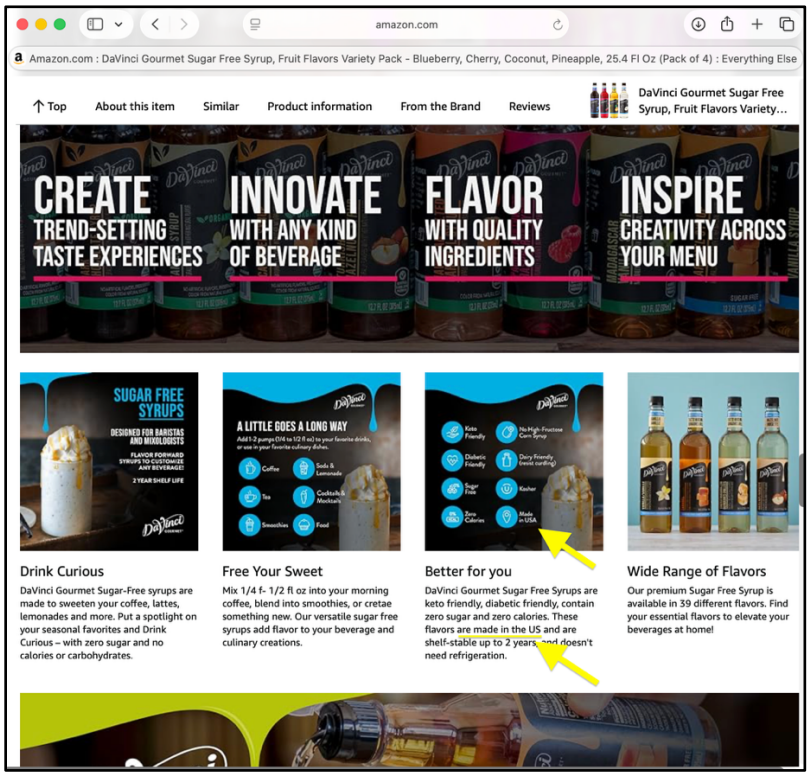


KAZEROUNI LAW GROUP, APC





KAZEROUNI LAW GROUP, APC



94. This representation is prominently displayed in the same location on the packaging of all Class Products or, in some cases, in another conspicuous location on the product packaging.

95. As a result of the "Made in the USA" representations on the Class Products packaging and in their advertising, online retailers have further propagated this misrepresentation through their websites' product pictures and descriptions, in addition to continuing to sell the Class Products with unqualified "Made in the USA" (or similar) misrepresentations on their shelves, where applicable.

96. As a result of the unqualified U.S. origin claims on the Class Products' packaging, consumers have been misled for years, leading to both initial and repeat purchases of products they believed were made in the United States with ingredients and components sourced from the U.S.

97. Despite the prominent and unqualified claim that the Class Products were "Made in the USA," they are substantially made with foreign ingredients, a fact that

KAZEROUNI LAW GROUP, APC

is not properly disclosed on the label, as required by the MUSA Rule and California law.

98. For example, the Sugar Free Coconut Flavored Syrup purchased by Plaintiffs contained coconut-derived ingredients.

99. Coconut is a tropical agricultural community that is not commercially cultivated in the continental United States at meaningful scale and is instead sourced through global agricultural supply chains originating in regions such as Southeast Asia and the Pacific Islands.[19]

100. Further, certain Products purchased by Plaintiffs contain cocoa ingredients, as do numerous other products including sauces, syrups, powders, and mocha-flavored beverage products.

101. However, cocoa is not commercially grown in the continental United States at meaningful scale and is instead sourced through agricultural supply chains.[20]

102. Defendant has even publicly represented that the cocoa used in its Products are sourced from Rainforest Alliance Certified suppliers, thereby acknowledging the foreign sourcing of the ingredient.[21]

103. Cocoa is derived from cacao beans grown primarily in tropical regions outside of the United States, including West Africa, Latin America, and parts of Asia.[22] The overwhelming majority of the world's cocoa supply originates from

---

[19] *See* https://www.fao.org/4/y3612e/y3612e03.htm (Select Item: Coconut. According to the Food and Agriculture Organization of the United Nations, the largest exporters of coconut are coastal regions such as Asia in the Philippines, Indonesia, India, Sir Lanka and Malaysia.) (last visited May 27, 2026).

[20] *See* https://trendeconomy.com/data/commodity_h2/180100; https://tracextech.com/10-global-cocoa-exporters/ (According to TrendEconomy and Trace X Technologies, the largest exporter of cocoa beans includes Côte d`Ivoire, Ecuador, and Ghana.)

[21] *See,* https://www.rainforest-alliance.org/cocoa/ ("a whopping 70 percent [of cocoa] come from West and Central Africa."); https://www.rainforest-alliance.org/annual_report/2024/ (Rainforest Alliance's 2024 Annual Report identifies certified cocoa farms in countries including Ghana, Côte d'Ivoire, Cameroon, Ecuador, Brazil, Indonesia, and Peru, among others, but does not identify the United States as a country with certified cocoa farms.) (last accessed, May 27, 2026).

[22] *See supra* n. 12.

KAZEROUNI LAW GROUP, APC

foreign sources.

104. Additionally, the Products also contain coffee. For example, Defendant's coffee-flavored Blended Ice Coffee Mix contains "[f]ull-bodied Arabica beans."

105. Coffee, including Arabica beans, is not commercially produced in the continental United States at meaningful scale and is instead sourced through global agricultural supply chains.[23] Arabica coffee is primarily grown in the "coffee belt," including countries such as Brazil, Colombia, Ethiopia, and Indonesia.

106. Coconut, cocoa, and coffee are not the only foreign-sourced components used by Defendant in the production of the Class Products.

107. Defendant's practice of labeling the Class Products as "Made in the USA" despite the indisputable use of foreign-sourced coconut, cocoa, and coffee reflects a deliberate pattern of concealing the foreign origin of key ingredients and components.

108. This established practice makes it plausible—if not probable—that Defendant also sources additional ingredients from abroad and may even rely on foreign manufacturing in producing the Class Products.

109. Notably, the climate, agricultural capacity, processing infrastructure, natural resources, and manufacturing conditions exist within the United States to enable Defendant to grow, process, and source coconut, cocoa, and coffee from domestic sources. Defendant could have engaged contract farmers and manufacturers to establish domestic supply chains for each of these ingredients and components– therefore, any contention that Defendant cannot produce or obtain coconut, cocoa, and coffee from domestic sources is simply not true.

110. In addition, the preservative used in many of the Class Products—citric

[23] *See* https://www.fao.org/faostat/en/#data/QCL/visualize (Select Item: Tea leaves. According to the Food and Agriculture Organization of the United Nations, tea is not produced in commercial quantities in the United States.); https://en.wikipedia.org/wiki/Coffee_bean (See "Bean Belt" under "Distribution."; "Brazil produces about 45% of the world's total coffee exports. The United States imports more coffee than any other nation.") (last visited March 21, 2025).

KAZEROUNI LAW GROUP, APC

acid—is likely imported, further increasing the proportion of foreign inputs.[24] Accordingly, it is highly plausible that foreign-sourced components comprise well above 5% of the Class Products' final wholesale value.

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

112. Had Plaintiffs and other consumers similarly situated been made aware that the Class Products contained ingredients, including key ingredients, sourced from outside of the United States, they would not have purchased the Class Products.

113. Because information regarding Defendant's supply chain, ingredient origins, and costs remains solely within the possession, custody, and control of Defendant and its contract manufacturers, Plaintiff cannot at this stage fully detail the scope of Defendant's unqualified "Made in the USA" violations without the benefit of discovery. Nevertheless, the evidence already available—including the foregoing non-exhaustive examples—demonstrates Defendant's disregard for the laws discussed herein, and further discovery is likely to uncover additional foreign-sourced ingredients, components, and potentially manufacturing activities. Defendant possesses superior knowledge of the true facts, which were not disclosed, thereby tolling the applicable statute of limitations.

114. Most consumers have limited awareness that products—along with their ingredients and components—labeled or marketed as made in the United States may, in fact, contain ingredients or components sourced, grown, or manufactured in foreign countries. This is a material factor in many purchasing decisions, as

[24] Publicly available trade and industry data from the World Bank confirm that, while the United States produces citric acid, it is also the world's largest importer of citric acid. China is the world's largest exporter. *See, e.g.*, World Bank, World Integrated Trade Solution (2023), https://wits.worldbank.org/trade/comtrade/en/country/ALL/year/2023/tradeflow/Exports/partner/WLD/product/291814;

https://wits.worldbank.org/trade/comtrade/en/country/ALL/year/2023/tradeflow/Imports/partner/WLD/product/291814.

KAZEROUNI LAW GROUP, APC

consumers believe they are buying superior goods while supporting American companies and jobs.

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

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

FACTS SPECIFIC TO PLAINTIFF BABETTE HENDERSON

117. On or about September 5, 2025, Plaintiff searched online while at her home in San Diego County, California looking to purchase flavored syrup products.

118. While browsing syrup products available to purchase online, Plaintiff came across the Products on Amazon. On Amazon, Plaintiff reviewed information and marketing materials about DaVinci's variety pack which included Sugar Free, Coconut Flavored Syrup.

119. Marketing images of the Class Products displayed on Amazon, as shown in online product listings prominently featured the claim "Made in the USA" without any qualification, despite containing foreign ingredients in their formulations.

120. Relying on the aforementioned representation—just as any reasonable consumer would—and seeking to purchase a product that was made in the United States with domestic ingredients, particularly given the nature of beverage products, Plaintiff purchased a variety pack, which also included blueberry, cherry, and pineapple flavors for approximately $19.99 (excluding tax and shipping) from Amazon, for her personal use.

121. Upon receiving the Product, Plaintiff's reliance on Defendant's unqualified U.S.-origin claims were further reinforced by the Product's packaging, which clearly and prominently states that it is "MADE IN THE U.S.A."

KAZEROUNI LAW GROUP, APC

122. Plaintiff's reliance on Defendant's representations was reasonable under the circumstances. Ordinary consumers are not experts in beverage formulation, nor are they expected to possess specialized knowledge regarding the nature or origin of product ingredients. Consumers reasonably trust that manufacturers will accurately represent their products—particularly when claims such as "Made in the USA" are prominently displayed on product labeling or in marketing materials. There is no reason for consumers to doubt these representations or to suspect that a manufacturer would deliberately misstate the contents or characteristics of its products.

123. For instance, Plaintiff's reliance on Defendant's unqualified "Made in the USA" representation was reasonable, as consumers are accustomed to seeing disclosures like "Made in the USA with globally sourced ingredients" or similar qualified variations on product packaging and marketing—if and when such U.S. origin claims are made. When consumers encounter an unqualified "Made in the USA" or similar claim, they reasonably assume the product contains no foreign-sourced ingredients or components.

124. Defendant's representations regarding the Products and the Class Products were unlawful, unfair, deceptive, and misleading, as the Products were actually made with and/or contained ingredients or components sourced, grown, or manufactured outside the United States.

125. Accordingly, Defendant is not entitled to lawfully make the claims of the unqualified "Made in the USA" claims that it made on and regarding the Products and the Class Products.

126. Defendant's representations were material to Plaintiff's decision to purchase the Products.

127. Indeed, in deciding to purchase the Products, Plaintiff relied on the labeling, marketing, and/or advertising prepared and approved by Defendant and its agents, as disseminated through the Class Products' packaging and marketing containing

KAZEROUNI LAW GROUP, APC

the misrepresentations alleged herein.

128. Had Plaintiff known that the Products were not "Made in the USA," she would not have purchased the Products.

129. As a result, Plaintiff was harmed because Defendant took Plaintiff's money due to its unlawful, false, unfair, and deceptive misrepresentations on the Class Products, including the Products.

FACTS SPECIFIC TO PLAINTIFF TIERA NANCE

130. On or about November 27, 2024, Plaintiff searched online while at her home in Los Angeles County, California looking to purchase flavored syrup products.

131. While browsing syrup products available to purchase online, Plaintiff came across the Products on Amazon. On Amazon, Plaintiff reviewed information and marketing materials about DaVinci's Sugar Free, Coconut Syrup and Classic Blue Raspberry Syrup.

132. Marketing images of the Class Products displayed on Amazon, as shown in online product listings prominently featured the claim "Made in the USA" without any qualification, despite containing foreign ingredients in their formulations.

133. Relying on the aforementioned representation—just as any reasonable consumer would—and seeking to purchase a product that was made in the United States with domestic ingredients, particularly given the nature of beverage products, Plaintiff purchased the Sugar Free, Coconut Syrup and Classic Blue Raspberry Syrup for $7.99 each (excluding tax and shipping) from Amazon, for her personal use.

134. Upon receiving the Product, Plaintiff's reliance on Defendant's unqualified U.S.-origin claims were further reinforced by the Product's packaging, which clearly and prominently states that it is "MADE IN THE U.S.A."

135. Plaintiff's reliance on Defendant's representations was reasonable under the circumstances. Ordinary consumers are not experts in beverage formulation, nor are they expected to possess specialized knowledge regarding the nature or origin of

KAZEROUNI LAW GROUP, APC

product ingredients. Consumers reasonably trust that manufacturers will accurately represent their products—particularly when claims such as "Made in the USA" are prominently displayed on product labeling or in marketing materials. There is no reason for consumers to doubt these representations or to suspect that a manufacturer would deliberately misstate the contents or characteristics of its products.

136. For instance, Plaintiff's reliance on Defendant's unqualified "Made in the USA" representation was reasonable, as consumers are accustomed to seeing disclosures like "Made in the USA with globally sourced ingredients" or similar qualified variations on product packaging and marketing—if and when such U.S. origin claims are made. When consumers encounter an unqualified "Made in the USA" or similar claim, they reasonably assume the product contains no foreign-sourced ingredients or components.

137. Defendant's representations regarding the Products and the Class Products were unlawful, unfair, deceptive, and misleading, as the Products were actually made with and/or contained ingredients or components sourced, grown, or manufactured outside the United States.

138. Accordingly, Defendant is not entitled to lawfully make the claims of the unqualified "Made in the USA" claims that it made on and regarding the Products and the Class Products.

139. Defendant's representations were material to Plaintiff's decision to purchase the Products.

140. Indeed, in deciding to purchase the Products, Plaintiff relied on the labeling, marketing, and/or advertising prepared and approved by Defendant and its agents, as disseminated through the Class Products' packaging and marketing containing the misrepresentations alleged herein.

141. Had Plaintiff known that the Products were not "Made in the USA," she would not have purchased the Products.

KAZEROUNI LAW GROUP, APC

142. As a result, Plaintiff was harmed because Defendant took Plaintiff's money due to its unlawful, false, unfair, and deceptive misrepresentations on the Class Products, including the Products.

FACTS SPECIFIC TO PLAINTIFF LAURA WILLIS ALBRIGO

143. On or about April 10, 2025, Plaintiff searched online while at her home in San Diego County, California looking to purchase flavored syrup products.

144. While browsing syrup products available to purchase online, Plaintiff came across the Products on Amazon. On Amazon, Plaintiff reviewed information and marketing materials about DaVinci's Naturals Coconut Flavored Syrup (the "Natural Product").

145. Marketing images of the Class Natural Products displayed on Amazon, as shown in online product listings prominently featured the claim "Natural" and contained "no artificial flavors, colors, or preservatives"—a representation that Plaintiff saw, read, and relied upon.

146. In addition to the "Natural" claim, the Natural Product was also marketed as being "Made in the USA" without any qualification, despite containing foreign ingredients in their formulations.

147. Relying on the aforementioned representations—just as any reasonable consumer would—and seeking to purchase a product that: (a) was made of natural ingredients without preservatives; and (b) was made in the United States with domestic ingredients, particularly given the nature of beverage products, Plaintiff purchased the Naturals Coconut Flavored Syrup for approximately $14.30 (excluding tax and shipping) from Amazon, for her personal use.

148. Upon receiving the Product, Plaintiff's reliance on Defendant's unqualified U.S.-origin claims were further reinforced by the Natural Product's packaging, which clearly and prominently states that it is "MADE IN THE U.S.A."

149. In addition, the packaging twice states that the Natural Product contains "NO ARTIFICAL FLAVORS, COLORS, OR PRESERVATIVES," including on both

KAZEROUNI LAW GROUP, APC

the Principal Display Panel and the Information Panel.

150. Plaintiff's reliance on Defendant's representations was reasonable under the circumstances. Ordinary consumers are not experts in beverage formulation, nor are they expected to possess specialized knowledge regarding the nature or origin of product ingredients. Consumers reasonably trust that manufacturers will accurately represent their products—particularly when claims such as "Natural," "no artificial flavors, colors or preservatives," and "Made in the USA" are prominently displayed on product labeling or in marketing materials. There is no reason for consumers to doubt these representations or to suspect that a manufacturer would deliberately misstate the contents or characteristics of its products.

151. For instance, when a consumer sees an explicit representation of the absence of a type of ingredient in a product's marketing, such as "no artificial flavors, colors, or preservatives," they reasonably expect the product to contain no artificial flavors or preservatives. A reasonable consumer would not expect that a manufacturer would not misrepresent synthetic or non-natural ingredients.

152. Similarly, Plaintiff's reliance on Defendant's unqualified "Made in the USA" representation was reasonable, as consumers are accustomed to seeing disclosures like "Made in the USA with globally sourced ingredients" or similar qualified variations on product packaging and marketing—if and when such U.S. origin claims are made. When consumers encounter an unqualified "Made in the USA" or similar claim, they reasonably assume the product contains no foreign-sourced ingredients or components.

153. Defendant's representations regarding the Natural Product and the Class Products were unlawful, unfair, deceptive, and misleading, as the Natural Product: a) included artificial ingredients and preservatives; and b) was actually made with and/or contained ingredients or components sourced, grown, or manufactured outside the United States.

154. Accordingly, Defendant is not entitled to lawfully make the claims of

KAZEROUNI LAW GROUP, APC

"Natural," and the unqualified "Made in the USA" claims that it made on and regarding the Natural Product and the Class Products.

155. Defendant's representations were material to Plaintiff's decision to purchase the Natural Product.

156. Indeed, in deciding to purchase the Products, Plaintiff relied on the labeling, marketing, and/or advertising prepared and approved by Defendant and its agents, as disseminated through the Class Products' packaging and marketing containing the misrepresentations alleged herein.

157. Had Plaintiff known that the Natural Product contained artificial ingredients and preservatives, she would not have purchased the Natural Product.

158. In other words, Plaintiff would not have purchased the Products but for the "Natural," "no artificial flavors or preservatives" and unqualified "Made in the USA" claims on the Natural Product and the Class Products.

159. As a result, Plaintiff was harmed because Defendant took Plaintiff's money due to its unlawful, false, unfair, and deceptive misrepresentations on the Class Products, including the Natural Product.

160. Each time Plaintiffs and putative Class members purchased the Class Products, they relied on Defendant's representations in their purchasing decisions, as is typical of most U.S. consumers.

161. Consequently, Plaintiffs and other similarly situated consumers were deceived by Defendant's unlawful actions.

162. Plaintiffs believed, at the time of purchase, that the Products were of superior quality and that they were supporting U.S. jobs, the U.S. economy, the environment, and ethical working conditions by purchasing a product made with U.S.-sourced ingredients, rather than ingredients sourced, grown, or made outside the United States.

163. Ingredients and components grown or manufactured in the USA are subject to strict regulatory requirements, including, but not limited to, agricultural,

KAZEROUNI LAW GROUP, APC

environmental, labor, safety, ethical, and quality standards.

164. Foreign sourced, grown, or manufactured ingredients and components are not subject to the same U.S. standards and may pose greater risks to consumers, the environment, and the U.S. economy. This concern is especially significant for products intended for human consumption, such as beverage products.

165. Additionally, foreign-sourced, grown, or manufactured ingredients and components are generally of lower quality and less reliable than their U.S. origin counterparts.

166. False, unqualified, unfair and deceptive representations that products are "Made in the USA" reduce overall customer satisfaction compared to if such products were genuinely made in the U.S. using ingredients and components sourced, grown, or made domestically.

167. The Class Products, including the Products purchased by Plaintiffs, contain foreign ingredients and are not worth the purchase price paid by Plaintiffs and putative Class members.

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

169. Plaintiffs and Class members suffered harm as a direct result of Defendant's false, unlawful, unfair, and deceptive representations, including but not limited to its misleading "Natural" and/or "no artificial ingredients or preservatives" claims, and unqualified "Made in the USA" claims.

170. Defendant's false, unlawful, unfair, and deceptive advertising of the Class Products presents an ongoing threat to consumers, as this conduct continues to this day through Defendant's direct actions or omissions, and/or through the conduct of its agents.

CLASS ALLEGATIONS

171. Plaintiffs bring this action on behalf of themselves, and all others similarly situated.

KAZEROUNI LAW GROUP, APC

172. Plaintiffs are a member of and seeks to represent a California Class pursuant to Federal Rules of Civil Procedure, Rule 23(a), 23(b)(2) and 23(b)(3), defined as:

> All persons in California who purchased one or more of the Class Products, within four years prior to the filing of this Complaint, that were marketed or represented as "Made in the USA" or any derivative thereof on the product or in its marketing materials, but which contained citric acid and/or ingredients or components not grown or manufactured in the USA.

173. Plaintiffs are a member of and seeks to represent a California Natural Sub-Class pursuant to Federal Rules of Civil Procedure, Rule 23(a), 23(b)(2) and 23(b)(3), defined as:

> All persons in California who, within four years prior to the filing of this Complaint, purchased one or more of the Class Products that were marketed or represented as "Natural" and/or containing "No artificial flavors or preservatives " or any derivative thereof—whether on the product packaging or in marketing materials—but that contained citric acid.

174. The above-mentioned California Class and California Sub-Classes shall be referred to herein jointly as the "Class."

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

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

KAZEROUNI LAW GROUP, APC

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

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

- The nature, scope, and operations of the wrongful practices of Defendant;
- Whether the Class Products contain citric acid;
- Whether the Class Products are or have been made with synthetic ingredients despite their "natural" claims;
- Whether the Class Products are or have been represented as being of U.S. origin without clear and adequate qualification;
- Whether Defendant negligently or intentionally misrepresented or omitted the fact that the Class Products, including the Product purchased by Plaintiffs and other Class members, were sold illegally in California;
- Whether Defendant knew or should have known that its business practices were unfair and/or unlawful;
- Whether Defendant's conduct violated the CLRA;
- Whether Defendant's conduct violated the FAL;
- Whether Defendant's conduct was "unlawful" as that term is defined in the UCL;
- Whether Defendant's conduct was "unfair" as that term is defined in the UCL;
- Whether Defendant's conduct was "fraudulent" as that term is defined in the UCL;

KAZEROUNI LAW GROUP, APC

- Whether Defendant's conduct was "unfair, deceptive, untrue or misleading" as those terms are defined in the UCL
- Whether Defendant was unjustly enriched by its unlawful, unfair and deceptive business practices;
- Whether Defendant breached express warranties to Plaintiff and members of the Class;
- Whether Defendant negligently or intentionally misrepresented its products;
- Whether Plaintiffs and members of the Class suffered monetary damages as a result of Defendant's conduct and, if so, the appropriate amount of damages; and
- Whether Plaintiffs and members of the Class are entitled to injunctive relief, including public injunctive relief.

179. Typicality: Plaintiffs' claims are typical of those of the Class. Plaintiffs and all members of the Class have been harmed by Defendant's wrongful practices. Plaintiffs' claims arise from the same course of conduct that gave rise to the claims of the Class and are based on the same legal theories. Specifically, Plaintiffs purchased one or more of the Class Products that were labeled, represented and/or advertised as: (1) being "Natural" and/or (2) being "Made in the USA" or a similar representation, without clear and adequate qualification.

180. Adequacy of Representation: Plaintiffs will fairly and adequately represent and protect the interests of members of the Class. Plaintiffs' counsel are competent and experienced in litigating consumer class actions. Plaintiffs have retained counsel experienced in consumer protection law, including complex class action litigation involving unfair business practices. Plaintiffs have no adverse or antagonistic interests to those of the Class and will fairly and adequately protect the interests of the Class. Plaintiffs' attorneys are aware of no interests adverse or antagonistic to those of Plaintiffs' and the proposed Class.

KAZEROUNI LAW GROUP, APC

181. Predominance: Defendant has engaged in a common course of conduct toward Plaintiffs and members of the Class, in that Plaintiff and members of the Class were induced to purchase the Class Products. The common issues arising from Defendant's conduct affecting members of the Class set out above predominate over any individual issues. Adjudication of these common issues in a single action has important and desirable advantages of judicial economy.

182. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Class treatment of common questions of law and fact is superior to multiple individual actions or piecemeal litigation. Absent a class action, most members of the Class would likely find that the cost of litigating their individual claims is prohibitively high and would therefore have no effective remedy. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class, which would establish incompatible standards of conduct for Defendant. In contrast, the conduct of this action as a class action presents far fewer management difficulties, conserves judicial resources and the parties' resources, and protects the rights of each Class member.

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

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

NO ADEQUATE REMEDY AT LAW

185. Equitable relief is appropriate because Plaintiffs and the Class lack an adequate remedy at law.

KAZEROUNI LAW GROUP, APC

186. Any potential legal remedies available to Plaintiffs and Class members are inadequate because they are not equally prompt, certain, or efficient as equitable relief. Damages are not equally certain as restitution because the standard that governs restitution is different than the standard that governs damages. A court may award restitution even if it determines that Plaintiffs fail to sufficiently adduce evidence to support an award of damages.

187. Damages and restitution are also not the same amount. Unlike damages, restitution is not limited to the amount of money a defendant wrongfully acquired plus the legal rate of interest. Equitable relief, including restitution, entitles a plaintiff to recover all profits from the wrongdoing, even where the original funds taken have grown far greater than the legal rate of interest would recognize. Legal claims for damages are not equally certain as restitution because, for instance, claims under the UCL and FAL entail few elements.

188. In short, significant differences in proof and certainty establish that any potential legal claim cannot serve as an adequate remedy at law. To obtain a full refund of the purchase price of the Class Products under a damages claim, Plaintiffs must show that the Class Products have no market value, whereas restitution does not require that showing.

189. The UCL's coverage is also more sweeping than the CLRA. For instance, the CLRA only protects consumers who purchase or lease goods or services for personal, family, or household purposes, while the UCL has no such limitation.

190. Additionally, legal remedies will only compensate Plaintiffs and Class members for past harm and conduct that already occurred, but only a prospective injunction (equitable relief) prevents future harm. Monetary damages alone fail to make the Class Products properly labeled and advertised.

191. Additionally, public injunctive relief is available under the UCL claim, and damages do not adequately benefit the general public in a way that is equivalent to a public injunction.

KAZEROUNI LAW GROUP, APC

CAUSES OF ACTION

FIRST CAUSE OF ACTION
Violations of the Consumer Legal Remedies Act ("CLRA")
(Cal. Civ. Code § 1750, *et seq*.)

192. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of this Complaint as though fully set forth herein, and further alleges as follows:

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

194. The Legislature's intent in promulgating the CLRA is expressed in Civil Code Section 1760, which provides, *inter alia,* that its terms are to be:

> Construed liberally and applied to promote its underlying purposes, which are to protect consumers against unfair and deceptive business practices and to provide efficient and economical procedures to secure such protections.

195. Defendant's actions, representations, and conduct have violated, and continue to violate the CLRA because they extend to transactions that intended to result, or which have resulted in the sale of skincare products to consumers.

196. Plaintiffs and the Class members are not sophisticated experts with independent knowledge of product labeling, marketing practices and/or ingredient sourcing. Plaintiffs and the Class members are California consumers who purchased the Class Products for personal, family or household purposes.

197. Defendant is a "person" as defined by Cal. Civ. Code § 1761(c).

198. The Class Products that Plaintiffs and other Class members purchased from Defendant constitute "goods" as defined pursuant to Civil Code Section 1761(a).

199. Plaintiffs, and the Class members, are each a "consumer" as defined pursuant to Civil Code Section 1761(d).

KAZEROUNI LAW GROUP, APC

200. Plaintiffs' and the Class members' purchases of Defendant's products constituted a "transaction" as defined pursuant to Civil Code Section 1761(e).

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

> The following unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer are unlawful:
> (2) [m]isrepresenting the source, sponsorship, approval, or certification of goods or services;
> (4) [u]sing deceptive representations or designations of geographic origin in connection with goods or services;
> (5) [r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or she does not have;
> (7) [r]epresenting that goods or services are of a particular standard, quality, or grade…; [and]
> (9) [a]dvertising goods or services with intent not to sell them as advertised.

202. Defendant violated California Civil Code Section 1770(a)(2), (5), (7), and (9) by marketing and representing the Class Products as "Natural" and/or contain "no artificial flavors or preservatives." In truth, the Class Products contain citric acid—a well-established artificial preservative—and were therefore falsely, deceptively, and unlawfully marketed in violation of the CLRA.

203. Additionally, Defendant violated Civil Code Section 1770(a)(2), (5), (7), and (9) by marketing and representing the Class Products as "Natural," contain "No artificial flavors or preservatives," or using similar "natural" language, despite the inclusion of synthetically manufactured citric acid. Defendant further violated Civil Code Section 1770(a)(2), (4), (5), (7), and (9) by falsely marketing and representing

KAZEROUNI LAW GROUP, APC

the Class Products as "Made in the USA" without qualification, even though they contain ingredients and/or components that are sourced, grown, or manufactured outside the United States.

204. Plaintiffs further allege that the Defendant committed these acts with full awareness of the harm it would cause and engaged in such unfair and deceptive conduct despite this knowledge.

205. Defendant knew or should have known that its representations about the Class Products, as described herein, violated federal regulations and state laws, including consumer protection laws, and that these statements would be relied upon by Plaintiffs and Class members.

206. As a direct and proximate result of Defendant's violations of Cal. Civ. Code §§ 1750, *et seq*., Plaintiffs and each Class member have suffered harm by paying for the Class Products, which they would not have purchased had they known the products were unlawfully, falsely, unfairly, and deceptively labeled and/or marketed.

207. Plaintiffs and the Class suffered monetary harm as a result of Defendant's conduct because: (a) they would not have purchased the Class Products on the same terms had it not been for Defendant's unlawful, unfair, and deceptive actions as set forth herein; and/or (b) they paid a price premium for the Class Products or chose them over competing products due to Defendant's marketing misrepresentations and deceptive labeling, as discussed herein.

208. As a result of Defendant's false, unlawful, unfair, and deceptive misrepresentations regarding the Class Products, Plaintiffs suffered economic harm, as their money was taken under false pretenses. Defendant's unlawful conduct included misrepresenting the contents of the Class Products, as well as the true nature and origin of the products and their ingredients.

209. Plaintiffs and Class members reasonably relied upon Defendant's representations regarding the Class Products, and Plaintiffs and the Class

KAZEROUNI LAW GROUP, APC

reasonably expected that the Class Products would not be unlawfully labeled or marketed in an unfair, deceptive and misleading manner.

210. Thus, Plaintiffs and the Class reasonably relied to their detriment on Defendant's unlawful, unfair, deceptive and misleading representations.

211. Pursuant to California Civil Code § 1782(a), on or about April 9, 2026, Plaintiff sent Defendant a notice and demand for corrective action (the "CLRA Demand") via certified mail, informing Defendant of its violations of the CLRA and demanding that it cease and desist from such violations, as well as make full restitution by refunding all monies received in connection therewith. The CLRA Demand was sent to DaVinci's Chief Executive Officer at the principal place of business as well as where the transaction occurred in compliance with California Civil Code § 1782(a).

212. As the alleged violations were not cured by Defendant within 30 days of the CLRA Demand, Plaintiffs, on behalf of themselves and the Class, seeks damages and attorneys' fees pursuant to California Civil Code § 1782(d).

213. Under this cause of action, Plaintiffs presently only seeks injunctive relief against Defendant. Plaintiffs reserve the right to amend the Complaint under § 1782(d) to seek damages and attorneys' fees against Defendant.

214. As a direct and proximate result of Defendant's violations of the CLRA, Plaintiffs and members of the Class are entitled to a declaration that Defendant violated the Consumer Legal Remedies Act.

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

216. Attached hereto as **Exhibit C** is a sworn declaration from Plaintiff Henderson pursuant to Cal. Civ. Code § 1780(d).

217. Attached hereto as **Exhibit D** is a sworn declaration from Plaintiff Nance pursuant to Cal. Civ. Code § 1780(d).

KAZEROUNI LAW GROUP, APC

218. Attached hereto as **Exhibit E** is a sworn declaration from Plaintiff Willis Albrigo pursuant to Cal. Civ. Code § 1780(d).

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

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

220. Plaintiffs bring this claim individually and on behalf of the Class for Defendant's violations of California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq*.

221. Plaintiffs and Defendant are each "person[s]" as defined by California Business & Professions Code § 17201.

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

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

224. The definitions in § 17200 are drafted in the disjunctive, meaning that each of these "wrongs" operates independently from the others.

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

///

///

///

///

KAZEROUNI LAW GROUP, APC

A. *"Unlawful" Prong*

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

227. Defendant violated federal and California law by falsely advertising, marketing, labeling, and selling the Class Products as "Natural" and containing "no additives" when they did. Defendant also violated federal and California law by falsely advertising, marketing, labeling, and selling the Class Products as "Product of the USA" without disclosing the inclusion of synthetic and foreign-sourced ingredients and components.

228. Specifically, by manufacturing, distributing, and/or marketing the Class Products with false, unlawful, unfair and deceptive claims, Defendant violates the FDCA, 21 U.S.C. § 343(a) and (k); Cal. Health & Safety Code §§ 110660, 110740, 110760, 110765, 110770; California's CLRA, Civil Code § 1750, *et seq.*; and/or the federal Made in USA Labeling Rule, 16 C.F.R. Part 323.

229. Defendant falsely, unlawfully, unfairly, and deceptively represents that the Class Products are "Natural" and contain "no artificial flavors or preservatives" when, in fact, they do. Defendant includes synthetic, chemically derived, or otherwise unnatural citric acid.

230. Additionally, Defendant falsely, unfairly and deceptively represents that the Class Products are "Made in the USA" without clear and adequate qualification, despite containing ingredients and/or components that are sourced, grown, or manufactured in foreign countries.

231. Aside from the unlawful conduct described herein, Defendant has other reasonably available alternatives to advance its business interests, such as accurately, truthfully, and lawfully advertising, marketing, labeling, and selling the Class Products.

KAZEROUNI LAW GROUP, APC

232. Instead, Defendant deliberately and deceptively misled consumers through unlawful and unfair practices for its own economic gain.

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

B. *"Unfair" Prong*

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

235. Defendant engaged in a pattern of "unfair" business practices that violate both the letter and the intent of the statutes. Defendant's conduct threatens an incipient violation of the law or violates the policy and spirit of the law by manufacturing, distributing, and/or marketing its products with false, unfair and deceptive claims.

236. The utility of such conduct, if any, is vastly outweighed by the harm it inflicts, particularly through the manufacturing, distribution, and/or marketing of the Class Products by means of: (a) false representations that they are "Natural" and/or contain "no artificial flavors or preservatives" when in fact they do; and/or (b) unqualified, unfair, and deceptive representations that they are "Made in the USA."

237. As a result of Defendant's conduct: (1) the injury to consumers was substantial; (2) the injury was not outweighed by any countervailing benefits to consumers or competition; and (3) the injury was one that consumers could not have reasonably avoided.

238. Without limitation, Defendant's knowing mislabeling and false, unlawful marketing of the Class Products constitute unlawful, unfair, and deceptive business practices, misleading consumers into believing they are purchasing products that: (a) are "Natural" and/or contain "no artificial flavors or preservatives"; and/or (b) are "Made in the USA " using domestic ingredients and components.

239. Plaintiffs could not have reasonably avoided the resulting injury.

KAZEROUNI LAW GROUP, APC

240. Plaintiffs reserve the right to allege additional conduct that constitutes further unfair business acts or practices.

C. *"Fraudulent" Prong*

241. Defendant violated the "fraudulent" prong of the UCL by misleading Plaintiffs and the Class to believe that the Class Products: (a) are "Natural" and/or contain "no artificial flavors or preservatives"; and/or (b) are "Made in the USA."

242. Specifically, the Class Products were falsely marketed as "Natural" and contain "no additives" when, in fact, they contained citric acid—a well-established preservative. As a result of Defendant's false, deceptive, and misleading marketing, Plaintiffs and Class Members were misled into unknowingly consuming a category of ingredients to which they did not and could not give informed consent.

243. Additionally, the Class Products are falsely represented as "Made in the USA" without clear and adequate qualification, despite the fact that they contain foreign sourced, grown or manufactured ingredients and/or components.

244. Relying on Defendant's misrepresentations, Plaintiffs purchased the Class Products.

245. Like Plaintiffs, Class members purchased the Class Products in reliance on Defendant's misrepresentations.

246. Plaintiffs and the Class are not sophisticated experts in beverage product marketing practices, product labeling, ingredient sourcing, or the regulations governing the Class Products.

247. Plaintiffs and members of the putative Class acted reasonably in purchasing the Class Products based on their belief that Defendant's representations were accurate, truthful and lawful.

248. Plaintiffs reserve the right to allege additional conduct that constitutes further fraudulent business acts or practices.

KAZEROUNI LAW GROUP, APC

D. *"Unfair, Deceptive, Untrue or Misleading Advertising" Prong*

249. Defendant's labeling, marketing, and advertising are unfair, deceptive, untrue, and misleading, as they mislead consumers into believing that the Class Products: (a) are "Natural" and/or contain "no artificial flavors or preservatives"; and/or (b) are "Made in the USA" despite being made with foreign-sourced ingredients and components.

250. Plaintiffs, as reasonable consumers, and the general public were likely to be, and in fact were, deceived and misled by Defendant's labeling and marketing. They reasonably interpreted Defendant's representations according to their plain and ordinary meaning—that the Class Products: (a) are "Natural" meaning not produced through synthetic or artificial manufacturing process; or (b) are "Made in the USA," meaning made with domestic ingredients and components.

251. Plaintiffs and the Class are not sophisticated experts in beverage product marketing practices, product labeling, ingredient sourcing, or the regulations governing the Class Products. They acted reasonably in purchasing the Class Products based on their belief that Defendant's representations were accurate, truthful and lawful.

252. Plaintiffs and the Class lost money or property as a result of Defendant's UCL violations because, at a minimum: (a) they would not have purchased the Class Products on the same terms had they known the true facts about Defendant's representations; (b) they paid a price premium for the Class Products due to Defendant's alleged misrepresentations; and/or (c) the chose Class Products over the products of Defendant's competitors who made accurate, truthful and lawful representations about their products.

253. Defendant's alleged unlawful, unfair, and deceptive business practices, along with their unfair, deceptive, untrue, or misleading advertising, present a continuing threat to the public as Defendant and its agents continue to engage in unlawful conduct that harms consumers.

KAZEROUNI LAW GROUP, APC

254. Such acts and omissions by Defendant are unlawful, unfair, and/or deceptive, constituting violations of Business & Professions Code §§ 17200, *et seq*. Plaintiffs reserve the right to identify additional violations by Defendant as may be uncovered through discovery.

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

256. As a direct and proximate result of Defendant's unlawful, unfair, and fraudulent conduct described herein, Defendant has been, and will continue to be, enriched by ill-gotten gains from customers, including Plaintiffs, who unwittingly provided money based on Defendant's misrepresentations.

257. Plaintiffs were harmed because Defendant took Plaintiffs' money through unlawful, false, unfair, and deceptive representations made regarding the Class Products.

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

259. Plaintiffs would like to purchase the Class Products again but cannot be certain they would not be misled in the future unless and until Defendant makes the appropriate changes to the labeling and marketing of its Class Products, as requested herein. Absent a court order compelling Defendant to change its business practices, Plaintiffs are unable to discern whether Defendant has remedied the misrepresentations alleges herein resulting in a likelihood of injury in the future. For instance, Plaintiffs would not know whether Defendant has begun to source the

KAZEROUNI LAW GROUP, APC

foreign ingredients domestically or not by solely looking at the label and ingredients absent proper qualification ordered by a court.

260. Pursuant to Bus. and Prof. Code § 17203, Plaintiffs and the proposed Class are entitled to, and hereby seek, injunctive relief to prevent Defendant from continuing the conduct in question. Additionally, Plaintiffs seek public injunctive relief to prevent Defendant from marketing and selling products as: (a) are "Natural" and/or contain "no artificial flavors or preservatives"; and/or (b) "Made in the USA" (or similar language) without clear and proper qualification.

261. In prosecuting this action to enforce important rights affecting the public interest, Plaintiffs seek the recovery of attorneys' fees and costs pursuant to, *inter alia*, Cal. Civ. Proc. Code § 1021.5.

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

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

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

264. Defendant's material misrepresentations and omissions, as alleged herein, violate Bus. & Prof. Code § 17500, *et seq*. Defendant knew or should have known that these misrepresentations and omissions were false, unlawful, unfair, deceptive,

and misleading. This includes, but is not limited to, the representations that: (a) the Class Products are "Natural" and/or contain "no artificial flavors or preservatives"; and (b) the Class Products are "Made in the USA" despite containing foreign-grown, sourced, or manufactured ingredients and components.

265. Plaintiffs and the Class suffered tangible, concrete injuries as a result of Defendant's actions, as set forth herein, because they purchased the Class Products in reliance on Defendant's misrepresentations.

266. As a result, pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiffs and members of the Class are entitled to injunctive relief, equitable relief, and restitution.

267. Further, Plaintiffs and the members of the Class seek an order requiring Defendant to disclose the misrepresentations and request an order awarding Plaintiff restitution for the money wrongfully acquired by Defendant through those misrepresentations.

268. Additionally, Plaintiffs and the members of the Class seek an order requiring Defendant to pay attorneys' fees pursuant to, *inter alia*, Cal. Civ. Proc. Code § 1021.5.

FOURTH CAUSE OF ACTION
Breach of Express Warranty

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

270. Defendant represented to Plaintiffs and similarly situated consumers, through its labeling, advertising, and marketing, that: (a) the Class Products were "Natural" when, in fact, they contain synthetic or artificial ingredients; and (b) the Class Products are "Made in USA" without any qualification or disclosure of the inclusion of foreign ingredients and components.

KAZEROUNI LAW GROUP, APC

271. Defendant's representations regarding the true contents of the Class Products, the natural representations of the Class Products, and the unqualified U.S. origin of the Class Products constitute affirmations of fact.

272. Defendant's explicit claims that the Class Products are "Natural" and contain "no artificial flavors or preservatives," as well as Defendant's representations that the Class Products are "Made in the USA," directly pertain to the nature and composition of the products. These representations form a fundamental part of the bargain between Defendant and purchasers, influencing consumer purchasing decisions and expectations.

273. Defendant's statements—prominently featured on the labeling and marketing of the Class Products—constitute express warranties regarding the nature, composition, and origin of the products and their ingredients.

274. Relying on these express warranties, Plaintiffs and Class members purchased the Class Products, believing these warranties.

275. Defendant breached its express warranties by falsely representing that the Class Products were "Natural" and/or contained "no artificial flavors or preservatives" when, in fact, they did. Additionally, Defendant breached its express warranties by representing that the Class Products were "Made in the USA" when, in reality, they contained foreign-sourced ingredients.

276. On or about April 9, 2026, Plaintiffs sent Defendant pre-suit notice outlining the conduct complained of herein.

277. As a result of Defendant's breach, Plaintiffs and Class members suffered harm and are entitled to recover either the full purchase price of the Class Products or the difference between their actual value and the value they would have held if Defendant's representations regarding the Class Products had been accurate, truthful, and lawful.

278. Plaintiff and Class members did not receive the benefit of their bargain and sustained additional injuries, as alleged herein.

KAZEROUNI LAW GROUP, APC

279. Had Plaintiffs and Class members known the true nature of the Class Products, they either would not have purchased the products or would not have paid the price Defendant charged.

280. Defendant's misrepresentations were a substantial factor in causing Plaintiffs and the Class economic harm.

FIFTH CAUSE OF ACTION
Unjust Enrichment

281. Plaintiffs plead this unjust enrichment cause of action in the alternative to contract-based claims.

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

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

284. Plaintiffs and members of the Class conferred non-gratuitous benefits upon Defendant by purchasing the Class Products, which Defendant misrepresented as to their ingredients, origin, and "natural" status.

285. Plaintiffs and members of the Class allege that Defendant owes them money for the unjust conduct described herein that resulted in the wrongful acquisition of funds.

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

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

288. Defendant is therefore liable to Plaintiffs and members of the Class for the amount of unjust enrichment.

KAZEROUNI LAW GROUP, APC

289. Defendant's retention of any benefit, whether directly or indirectly collected from Plaintiffs and members of the Class, violates principles of justice, equity, and good conscience.

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

291. Plaintiffs and the Class are entitled to recover from Defendant all amounts that Defendant has wrongfully and improperly obtained, and Defendant should be required to disgorge to Plaintiffs and members of the Class the benefits it has unjustly received.

292. Defendant accepted and retained such benefits with knowledge that Plaintiffs' and members of the Class's rights were being violated for financial gain. Defendant has been unjustly enriched by retaining the revenues and profits obtained from Plaintiffs and members of the Class, and such retention under these circumstances is both unjust and inequitable.

293. As a direct and proximate result of Defendant's unlawful practices and the retention of monies paid by Plaintiffs and members of the Class, Plaintiffs and the Class have suffered concrete harm and injury.

294. Defendant's retention of the non-gratuitous benefits conferred upon it by Plaintiffs and members of the Class would be unjust and inequitable.

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

SIXTH CAUSE OF ACTION
Negligent Misrepresentation

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

297. Defendant represented to the public—including Plaintiffs and the Class—through its marketing, advertising, labeling, and other promotional materials, that:

KAZEROUNI LAW GROUP, APC

(a) the Class Products were "Natural" and/or contain "no artificial flavors or preservatives"; and (b) the Class Products are "Made in the USA," without any qualifying language. These representations are false and misleading because: (a) the Class Products contain citric acid, which functions as a preservative and is not plant-derived; and (b) the Class Products contain multiple ingredients and components that are sourced from outside the United States.

298. Plaintiffs allege that Defendant made these negligent, false and deceptive representations with the intent to induce the public, including Plaintiffs and the putative Class members, to purchase the Class Products.

299. Plaintiffs and other similarly situated individuals saw, believed, and relied upon Defendant's negligent, false, unfair, and deceptive misrepresentations, and purchased the Class Products as a result of this reliance.

300. At all relevant times, Defendant made the negligent, false, unfair, and deceptive misrepresentations alleged herein, knowing or reasonably having known that such representations were unlawful, unfair, deceptive, inaccurate, and misleading.

301. As a direct and proximate result of Defendant's negligent, false, unfair, and deceptive misrepresentations, Plaintiffs and similarly situated consumers were induced to purchase the Class Products, purchase more of them, pay a higher price, or choose them over competitors' products.

302. Defendant's unlawful, unfair, and deceptive acts caused damages in an amount to be determined at trial for the Class Period.

SEVENTH CAUSE OF ACTION
Intentional Misrepresentation

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

KAZEROUNI LAW GROUP, APC

304. Defendant knowingly and intentionally represented to the public, including Plaintiffs and the Class, through its marketing, advertising, labeling, and other means, that: (a) the Class Products were "Natural" and contain "no artificial flavors or preservatives"; and (b) the Class Products are "Made in the USA" without any qualification. These representations are false and misleading because: (a) the Class Products contain citric acid, which functions as a preservative and is not plant-derived; and (b) the Class Products contain multiple ingredients and components that are sourced from outside the United States.

305. Defendant knew its representations were false because it maintains full control over the formulation and manufacturing of the Class Products.

306. Defendant acted intentionally by willfully and purposefully disseminating misrepresentations about the Class Products through labeling, online and offline marketing, advertising, and social media.

307. However, as described above, Defendant's representations regarding the Class Products are false, unlawful, unfair, deceptive and/or misleading.

308. Defendant knew that its representations regarding the Class Products were false, unlawful, unfair, deceptive, and/or misleading, yet continued to make such representations over a period of years.

309. Defendant further knew that retailers were marketing the Class Products in a false or misleading manner, as Defendant designed, manufactured, and affixed the product labeling to the Class Products before supplying them to retailers. Additionally, Defendant provided retailers with marketing materials that contained its false and misleading representations, thereby perpetuating the deception.

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

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

KAZEROUNI LAW GROUP, APC

312. By engaging in the acts described above, Plaintiffs and the putative Class are entitled to recover exemplary or punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief and judgment against Defendant as follows, seeking equitable relief in the alternative to legal relief:

- Certification of this action as a class action;
- Appointment of Plaintiffs as Class Representative;
- Appointment of Plaintiffs' attorneys as Class Counsel;
- That Defendant's wrongful conduct alleged herein be adjudged and decreed to violate the consumer protection statutes asserted herein;
- An Order declaring that Defendant's conduct violated the CLRA, California Civil Code §§ 1750, *et seq.*, and awarding injunctive relief pursuant to Cal. Civ. Code § 1780(a) and (b);
- An Order declaring that Defendant's conduct violated California's Unfair Competition Law, California Business & Professions Code §§ 17200, *et seq.*; and awarding injunctive relief pursuant to Bus. & Prof. Code § 17203;
- An Order requiring Defendant to disgorge all monies, revenues, and profits obtained by means of any wrongful act or practice;
- An Order requiring the imposition of a constructive trust and/or disgorgement of Defendant's ill-gotten gains, compelling Defendant to pay restitution to Plaintiff and all members of the Class, and to restore to Plaintiffs and Class members all funds acquired through any act or practice declared by this Court to be unlawful, fraudulent, unfair, or deceptive; in violation of laws, statutes, or regulations; or constituting unfair competition, along with pre- and post-judgment interest thereon;
- For pre and post-judgment interest on all amounts awarded;

KAZEROUNI LAW GROUP, APC

- For an order of restitution and all other forms of equitable monetary relief, as pleaded, including awarding such relief pursuant to Bus. & Prof. Code § 17535; and/or Bus. & Prof. Code § 17203;
- Actual damages under California Civil Code § 1780(a);
- For public injunctive relief as pleaded or as the Court may deem proper;
- That Defendant be enjoined from continuing the wrongful conduct alleged herein and required to comply with all applicable laws;
- Punitive damages including under California Civil Code § 1780(a) and/or Cal. Civ. Code § 3294;
- General and compensatory damages in an amount to be determined at trial;
- That Plaintiffs and each of the other members of the Class recover their costs of suit, including reasonable attorneys' fees and expenses pursuant to, *inter alia*, California Code of Civil Procedure § 1021.5 and California Civil Code § 1780; and
- That Plaintiffs and the members of the Class be granted any other relief the Court may deem just and proper.

DEMAND FOR TRIAL BY JURY

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

Dated: November 16, 2026

Respectfully submitted,

KAZEROUNI LAW GROUP, APC

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

KAZEROUNI LAW GROUP, APC

Exhibit A
Class Products

Any and all sizes, flavors, brands, sub-brands, limited editions, variations, configurations, or selling units of products manufactured and distributed by DaVinci and/or sold within the last four years, including, but not limited to, the following non-exhaustive list:

1) Classic Syrups
   a) All variations found at https://davincigourmet.com/collections/classic-syrups
2) Sugar Free Syrups
   a) All variations found at https://davincigourmet.com/collections/sugar-free-syrups
3) "Natural" Syrups
   a) All variations found at https://davincigourmet.com/collections/natural-syrups
4) Sauces
   a) All variations found at https://davincigourmet.com/collections/sauces
5) Smoothies
   a) All variations found at https://davincigourmet.com/collections/smoothies
6) Beverage Mixes
   a) All variations found at https://davincigourmet.com/collections/blended-beverage-mixes
7) Concentrates
   a) All variations found at https://davincigourmet.com/collections/concentrates

All products sold during the preceding four years that have since been discontinued, reformulated, renamed, or are no longer publicly available remain subject to this letter if they made "Natural" representations, claims that they contain "No Artificial Colors, Flavors, or Preservatives," and/or unqualified "Made in USA" representations, or any derivative or synonymous representations, in their advertising, marketing, labeling, or packaging as described herein. This description encompasses every size, flavor, variation, configuration, and selling unit of DaVinci's products.

Records reflecting product discontinuations, renaming, reformulation, label revisions, packaging changes, and other product-specific modifications are uniquely within the possession, custody, and control of DaVinci, its suppliers, and its agents, and therefore cannot be fully identified or described at this juncture.