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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

CHRISTINA QUINN, an Individual on behalf of herself and all others similarly situated and the general public, Plaintiffs, v. BEVMO! INC., a Corporation with its Headquarters in the State of California, and DOES 1-100, inclusive, Defendants	CASE NO.: 25CU057641C (Proposed CLASS ACTION) **FIRST AMENDED CLASS ACTION COMPLAINT FOR:** **1. VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE §17500, et seq.,** **2. VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE §17200, et seq., and** **3. VIOLATION OF CIVIL CODE §1750, et seq.**

COMES NOW Plaintiff CHRISTINA QUINN, an Individual on behalf of herself and all others similarly situated and the general public and hereby alleges as follows:

Plaintiff brings this action on behalf of herself, and all others similarly situated, against Defendant, BEVMO! INC. (hereinafter, "Defendants," or "BEVMO!"). The allegations in this Complaint, stated on information and belief, have evidentiary support, or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

Specifically, this action involves "Greenwashing," wherein Defendants falsely advertise their products/packaging as "Recyclable," a term defined under California law. Defendants' advertisements are false, unfair, deceptive, untrue and/or misleading, as its products/packaging are not presently recyclable, and were not recyclable at any time within the operative Limitations Period. The advertisements at issue violate state, city and county laws, among other laws.

Separately, Defendants illegally charge a California Redemption Value (CRV) 10 cent fee on bottled products (*i.e.* Zing Zang Blazing Bloody Mary Mix, Oat milk) that are not eligible for the CRV program. This illegal taking results in monetary damage to the Plaintiff and proposed class, and unjust enrichment to the Defendants. Finally, Defendants also illegally sell products (*i.e.* styrofoam coolers), in violation of city and county laws. Given the illegal, false, deceptive and/or misleading advertising constituting unlawful, unfair and/or fraudulent business acts or practices, and the resultant damage, Defendants are liable, as set forth below.

NATURE OF THE ACTION

1. Plaintiff files this class action lawsuit on behalf of herself and all similarly situated California citizens who purchased products manufactured, distributed, marketed and/or sold by BEVMO!, in the State of California, within the operative Limitations Period. The proposed Class does not, and will not, include any individual who is not a citizen of, or a purchase made outside of, the State of California.

2. This matter involves false, illegal, unfair, deceptive, untrue and/or misleading representations, by BEVMO!, that its products/packaging are "recyclable." The representations at issue violate, and/or are contrary to, city and county laws, among other laws. Additionally, this matter involves illegal CRV charges, by Defendant, on certain products that do not qualify for the

CRV program. Further, this matter involves the illegal sale, by Defendants, of certain products in violation of state, city and county laws.

3. The BEVMO! representations that its products/packaging are "recyclable" are false, unfair, deceptive, untrue and/or misleading, pursuant to the plain and common definitions of the terms.

4. Plaintiff viewed the subject mis-representations prior to her purchase of said products, and relied on said mis-representations when purchasing said products.

5. BEVMO! is, or reasonably should be, aware that its statements are false, illegal, unfair, deceptive, untrue and/or misleading, as its products/packaging do not meet the criteria for statewide, countywide, and/or citywide recyclability. BEVMO! is aware that these recyclability claims, as used by BEVMO!, are and were false, unfair, deceptive, untrue and/or misleading when first disseminated by BEVMO!.

THE PARTIES

6. Plaintiff is a citizen of the State of California, and has purchased Defendant's products in the County of San Diego regularly, based on her reliance (prior to purchase) of Defendant's false, deceptive and/or misleading representations, and thereby adversely altered her position in an amount equal to the amount she paid for the Defendant's products. Plaintiff purchased Defendants' products for personal, family, or household purposes. Plaintiff would not have purchased or paid a premium for the BEVMO! products had she known that the recycling representations were illegal, false, unfair, deceptive, untrue and/or misleading.

7. Defendant BEVMO! is registered with the Secretary of State as a California Corporation. Its Headquarters, and designated "principal place of business," is in the State of California.

8. The BEVMO! products that are the subject of this action include *inter alia,* Zing Zang Blazing Bloody Mary Mix, Orange Juice, Oat Milk, Foam Coolers, and "Reusable" Plastic Bags, (hereinafter the "BEVMO! products"). The BEVMO! products are manufactured, packaged, marketed, distributed and/or sold by the Defendants, by and through various methods, including via its retail chain stores throughout California.

9. The true names and capacities, whether individual, corporate, associate or otherwise of each of the Defendants designated herein as a DOE are unknown to Plaintiff at this time, who therefore sue said Defendants by fictitious names, and will ask leave of this Court for permission to amend this Complaint to show their names and capacities when the same have been ascertained. Plaintiff is informed and believes and thereon alleges that each of the Defendants designated as a DOE is legally responsible in some manner for the events and happenings herein referred to, and caused injuries and damages, as alleged herein.

10. On information and belief, Plaintiff alleges that at all times herein mentioned, each of the Defendants were acting as the agent, servant or employee of the other Defendants and that during the times and places of the incident in question, Defendants and each of their agents, servants, and employees became liable to Plaintiff and class members for the reasons described in the complaint herein, and thereby proximately caused Plaintiff to sustain damages as set forth herein.

11. On information and belief, Plaintiff alleges that Defendants carried out a joint scheme with a common business plan and policies in all respects pertinent hereto and that all acts and omissions herein complained of were performed in knowing cooperation with each other.

12. On information and belief, Plaintiff alleges that the shareholders, executive officers, managers, and supervisors of Defendants directed, authorized, ratified and/or participated in the actions, omissions and other conduct that gives rise to the claims asserted herein. Defendants' officers, directors, and high-level employees caused BEVMO! products to be sold with knowledge or reckless disregard that the statements and representations concerning the BEVMO! products were false, unfair, deceptive, untrue and/or misleading. Plaintiff is informed and believes, and thereon alleges, that the Defendants are in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein. Given the above, Defendants' advertising constitutes unlawful, unfair and/or fraudulent business acts or practices, and Defendants' are liable as set forth below.

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JURISDICTION AND VENUE

13. This Court has jurisdiction over this matter in that all parties and/or proposed Class Members are citizens of, or do business and have Headquarters within, the State of California and the amount in controversy exceeds the statutory minimum limit of this Court. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. Furthermore, there is no federal question at issue as the operative allegations all solely involve state, county and/or city (and not federal) law.

14. Plaintiff is a citizen of the State of California and subject to the personal jurisdiction of this Superior Court. Further, Plaintiff purchased the BEVMO! goods within San Diego County. Defendant's Headquarters is in California, and because Defendants conduct business in the County of San Diego, California and otherwise intentionally avail themselves of the markets in San Diego County, the exercise of jurisdiction by this Court is proper.

FACTUAL BACKGROUND

15. Plaintiff purchased BEVMO!'s goods/products (*i.e.* Foam Cooler, Zing Zang Bloody Mary Mix, Orange Juice, Oat Milk, and "Reusable" Plastic Bags) based on her reliance (*prior to* purchase) of false, unfair, deceptive, untrue and/or misleading representations, and thereby adversely altered her position in an amount equal to the amount she paid for the Defendants' goods/products. Plaintiff purchased Defendants' goods/ products for personal, family, or household purposes. Plaintiff and the Proposed Class would not have purchased (or would not have paid a premium for) Defendants' products had they known that the recyclability claims were false, unfair, deceptive, untrue and/or misleading.

16. As more specifically set forth below, BEVMO!'s recycling claims are widely disseminated on the BEVMO!'s packaging/labeling, and through other written publications.

17. At all relevant times, Plaintiff believed that she was purchasing BEVMO! goods that were made of recyclable materials and/or were eligible for the CRV program, based on her prior reliance on Defendants' representations. Plaintiff would not have continued to purchase the products, or would have purchased them but at a lesser price, absent the misleading statements and

misrepresentations made by BEVMO!. Please see specific examples of Defendants' false, unfair, deceptive, untrue and/or misleading representations, below.

18. Defendants advertise that many of its products are "Recyclable," by and through a variety of ways, including the use of the "chasing arrows" symbol on its labeling/packaging. For example, many of Defendants' Oat Milk and Orange Juice products are packaged in containers which include a "chasing arrows" symbol. Plaintiff's purchases from Defendants (including Defendants' BEVMO!'s Oat Milk and Orange Juice products) contained these "chasing arrows" symbols.

19. The "chasing arrows" symbol (first introduced in 1970) is statutorily defined to mean that an item is recyclable. Under California law, an item may not be labeled "recyclable" unless 60 percent of consumers or communities have access to recycling facilities that will actually recycle, not simply accept and ultimately discard, the product. The products and packaging at issue do not currently meet this threshold, and have not met the threshold at any time within the operative Limitations Period. Separately, multiple and distinct cities and counties in the state specifically refuse to even "collect" the containers that BEVMO! packages its Oat Milk products in, rendering subsequent (and required, per controlling law) "sortation" and "re-use" a legal and practical impossibility.

20. Defendants' packaging does not currently meet, and has never met, California's recyclability requirements. Pursuant to California law, "(a) product or package shall not be marketed as recyclable unless it can be collected, separated, or otherwise recovered from the waste stream through an established recycling program for reuse or use in manufacturing or assembling another item." In order to make a recyclable claim, 60 percent of consumers or communities must have access to facilities that will actually recycle the product. Currently, there are no facilities in California, or in any state on the West Coast, which can, or do, actually recycle the packaging. As a result, 0% of California households have access to an established recycling program which can recycle the products at issue.

21. As a second example, Defendants sell a plastic grocery bag with recycling representations on the bag itself. Plastic bags, of any resin code, are not commonly recycled in

California, or anywhere else. In fact, the plastic bags are rejected by the majority of California counties and Recycling facilities, including San Diego County. Flexible plastic bags, film, wrap, and pouches are a top form of contamination in curbside recycling bins. These materials are not widely accepted in curbside bins in California, as they clog machinery at Material Recovery Facilities (MRFs) and other plastic waste processors. Defendants' plastic bag instructs consumers that the bag is recyclable through the use of recycling representations. This is false and/or misleading as there are no facilities in California which can process plastic film waste. There is one recycling facility in Nevada which has the capacity to process about 2% of California's plastic film waste. As a result, 60% of California consumers or communities do not have access to an established recycling program for flexible plastic bags, film, and wrap.

22. Separately, Defendants sell multiple mixer products, meant to be combined with alcohol to produce a cocktail or mixed drink, including Zing Zang Blazing Bloody Mary Mix and Zing Zang Michelada Mix, and milk products. Defendants advertise and charge a 10 cent CRV fee for these bottled products despite the fact that neither of these products meet the requirements to be a part of the CRV program. By charging the 10 cent CRV fee, Defendants not only falsely advertise the products as recyclable via a specific and established recycling program, but also give consumers the false impression that they will be reimbursed even though the products cannot, by definition, be accepted at a CRV redemption location. Further, Plaintiff purchased Orange Juice products on multiple occasions throughout the limitations period, including after July 1, 2025. The Orange Juice did not contain the legally required CRV designation but Plaintiff was still charged the 10 cent CRV fee.

23. As a final example, Defendants sell a polystyrene foam cooler. It is illegal to sell polystyrene foam products in several California cities and counties, including the City of San Diego. Plaintiff purchased Defendants' Foam Cooler in 2025 in San Diego. The City of San Diego has banned polystyrene foam products, including polystyrene foam coolers, since April 1, 2023.

24. BEVMO! has known, or reasonably should have known, that its products are not, and never have been, recyclable. Yet BEVMO! falsely claims that their products are recyclable. Further, BEVMO! engages in marketing campaigns designed to encourage the consumption of

BEVMO!'s products, by falsely reassuring consumers that recycling is an effective solution. This is false, unfair, deceptive, untrue and/or misleading, because (in part) these products are not potentially recyclable, and are not actually recycled in California.

25. On April 4, 2025, the State of California (by and through CalRecycle, its agency authorized to investigate and conclude on recyclability), filed its Final Report. CalRecycle clarified that "CalRecycle is not making any determination of recyclability with this finding." As CalRecycle acknowledged in their April 4, 2025 Report, CalRecycle did not provide information on whether materials were sent to a reclaimer and reclaimed consistent with the Basel Convention nor on whether materials meet specific composition and design requirements as required by Cal. Pub. Res. Code § 42355.51 (d). As a result, CalRecycle states the report "does not contain all the information necessary to determine the recyclability status for any particular product or packaging."

26. The California Legislature has declared "it is the public policy of the state that claims related to the recyclability of a product or packaging be truthful in practice and accurate. Consumers deserve accurate and useful information related to how to properly handle the end of life of a product or packaging." (California Pub Res Code § 42355.5 (b)). Today's consumers are more thoughtful about the products they purchase. Across all age groups, consumers increasingly favor companies that are sustainable and studies confirm that consumers are willing to pay a premium for products that are more environmentally friendly. Roughly 1 in 5 consumers want more information about what makes products sustainable. Specifically, consumers want to know where products are sourced, produced, and manufactured; how to re-use, return, or recycle them; their health and wellness benefits; and how their purchase will contribute to social responsibility or environmental sustainability. Studies confirm that brands with a perceived positive impact grow at a faster rate compared with those with a low perceived positive impact. BEVMO!'s decision to market its products as recyclable is a marketing strategy designed to influence customer purchasing decisions, as they are aware that consumers pay attention to their sustainable practices.

27. The "recycling" representations (including the use of the "chasing arrows" symbol) on BEVMO!'s products are false, deceptive and/or misleading. BEVMO!'s recyclability representations indicate to consumers that their products are recyclable, via the use of the "chasing

arrows" symbol placed directly on the product packaging and/or by advertising and charging a 10 cent CRV fee. California law requires that, in order for an item to be recyclable, there must be an established recycling program that will actually recycle the item, there must be market demand for the item, and the item must maintain value. Defendants' representations are false, unfair, deceptive, untrue and/or misleading, as there is no current established recycling program for reuse or use in manufacturing, or assembling another item. There are no recycling facilities in the State of California for the products in dispute.

28. Given the above, BEVMO!'s products are either sent to a landfill or dumped into California's landscapes and waterways. In 2022 alone, it is estimated that between 121,324 and 179,756 tons of plastic waste were dumped on California lands. As plastic waste degrades in landfills, micro-plastics are released into the surrounding environment, including the air, soil, groundwater, and surface water. Thus, BEVMO!'s representations are false, unfair, deceptive, untrue and/or misleading.

PRIVATE ATTORNEYS GENERAL ALLEGATIONS

29. Plaintiff asserts claims on behalf of class members pursuant to California Business & Professions Code § 17200, et seq. The purpose of such claims is to obtain orders for a public injunction regarding the false labeling, deceptive marketing and consistent pattern and practice of falsely promoting natural claims, and the disgorgement of all profits and/or restoration of monies wrongfully obtained through the Defendants' pattern of unfair and deceptive business practices as alleged herein. This private attorneys general action is necessary and appropriate because Defendants have engaged in wrongful acts described herein as part of the regular practice of its business.

CLASS ACTION ALLEGATIONS

30. Plaintiff brings this class action lawsuit on behalf of herself and all similarly situated California citizens who purchased BEVMO!'s products that are manufactured, distributed, marketed and/or sold by BEVMO!, in the State of California, within the operative Limitations Period. The proposed Class does not, and will not, include any individual who is not a citizen of, or a purchase made outside of, the State of California.

31. Plaintiff seeks to represent a Class (or Classes) to be specifically identified within a future Motion for Class Certification. Excluded from the Class will be BEVMO!, as well as its officers, employees, agents or affiliates, and any judge who presides over this action, as well as all past and present employees, officers and directors of BEVMO! Plaintiff reserves the right to expand, limit, modify, or amend her class definition, including the addition of one or more subclasses, in connection with his motion for class certification, or at any other time, based upon, inter alia, changing circumstances and/or new facts obtained during discovery.

32. The Class is made up of tens (if not hundreds) of thousands of California citizens who purchased the BEVMO! products in the State of California, the joinder of whom is impracticable, and the disposition of their claims in a Class Action will benefit the parties and the Court. The Class is sufficiently numerous because, based on information and belief, thousands to hundreds of thousands of units of the BEVMO! products have been sold in the State of California, to California citizens, within the operative Limitations Period.

33. There is a well-defined community of interest in this litigation and the Class is easily ascertainable:

a. Numerosity: The members of the Classes are so numerous that any form of joinder of all members would be unfeasible and impractical. On information and belief, Plaintiff believes the size of the Classes exceed One Hundred Thousand (100,000) members.

b. Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each member of the Classes with whom she has a well-defined community of interest and the claims (or defenses, if any), are typical of all members of the Classes.

c. Adequacy: Plaintiff does not have a conflict with the Classes and is qualified to, and will, fairly and adequately protect the interests of each member of the Classes with whom she has a well-defined community of interest and typicality of claims. Plaintiff acknowledges that she has an obligation to the Court to make known any relationship, conflict, or

difference with any putative class member. Plaintiff's attorneys and proposed class counsel are well versed in the rules governing class action and complex litigation regarding discovery, certification, and settlement, and have been previously designated, by California state courts, as "Class Counsel" on at least 60 prior occasions.

d. Superiority: The nature of this action makes the use of class action adjudication superior to other methods. Class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

34. Common questions of law and fact exist, that predominate over questions that may affect individual class members. Common questions of law and fact include, but are not limited to, the following:

a. Whether Defendants' conduct is a fraudulent business act or practice within the meaning of Business and Professions Code section 17200, et seq.;

b. Whether Defendants' advertising is untrue or misleading within the meaning of Business and Professions Code section 17500, et seq.;

c. Whether Defendants made false, unfair, deceptive, untrue and/or misleading representations in the advertising and/or packaging of the BEVMO! Products;

d. Whether Defendants knew or should have known that the recyclability claims and representations were false, unfair, deceptive, untrue and/or misleading;

e. Whether Defendants represented that the BEVMO! Products have characteristics, benefits, uses, or quantities which they do not have;

f. Whether Defendants' representations regarding the BEVMO! Products are false, unfair, deceptive, untrue and/or misleading;

g. Whether the Defendants breached warranties regarding the BEVMO! Products;

h. Whether the Defendants committed statutory and common law fraud; and

i. Whether Defendants' conduct as alleged herein constitutes an unlawful, and/or fraudulent business act or practice within the meaning of Business and Professions Code section 17200, et seq., including with respect to the CRV charge on non-eligible products and to the sale of styrofoam products.

35. Plaintiff's claims are typical of the claims of the Class, and Plaintiff will fairly and adequately represent and protect the interests of the Class. Plaintiff has retained competent and experienced counsel in class action and other complex litigation.

36. Plaintiff and the Class have suffered injury in fact, and have lost money, as a result of Defendants' misrepresentations. Plaintiff purchased the BEVMO! products with the prior belief that they were manufactured with recyclable materials, and that all products were available for legal sale. Plaintiff relied on Defendants' labeling and marketing prior to purchasing, and would not have purchased the BEVMO! Products or paid a premium for them if she had known that they did not have the characteristics, benefits, or qualities as represented vis-à-vis the claims.

37. The Defendants' misrepresentations regarding the Claims were material insofar as consumers relate to recyclable and sustainability policies, and tend to be willing to pay a price premium for foods that employ such policies and/or practices. Defendants are aware of consumer preference for such products, and have implemented a strategic false and/or misleading advertising and marketing campaign, intended to deceive consumers into thinking that the BEVMO! employs such policies and practices.

38. A class action is superior to other available methods for fair and efficient adjudication of this controversy. The expense and burden of individual litigation would make it impracticable or impossible for class members to prosecute their claims individually.

39. The trial and litigation of Plaintiff's claims are manageable. Individual litigation of the legal and factual issues raised by Defendants' conduct would increase delay and expense to all parties and the court system. The class action device presents far fewer management difficulties

and provides the benefits of a single, uniform adjudication, economies of scale, and comprehensive supervision by a single court.

40. Defendants have acted on grounds generally applicable to the Class as a whole, thereby making final public injunctive relief and/or corresponding declaratory relief appropriate with respect to the Class as a whole. The prosecution of separate actions by individual class members would create the risk of inconsistent or varying adjudications with respect to individual members of the Class that would establish incompatible standards of conduct for the Defendants.

41. Absent a class action, Defendants are likely to retain the benefits of its wrongdoing. Because of the small size of the individual class members' claims, few, if any, class members could afford to seek legal redress for the wrongs complained of herein. Absent a representative action, the class members will continue to suffer losses and Defendants will be allowed to continue these violations of law and to retain the proceeds of its ill-gotten gains.

42. Were it not for this class action, most class members would find the cost associated with litigating claims extremely prohibitive, which would result in no remedy.

43. This class action would serve to preserve judicial resources, the respective parties' resources, and present fewer issues with the overall management of claims, while at the same time ensuring a consistent result as to each class member.

FIRST CAUSE OF ACTION
Violations of California Business & Professions Code §§17500, et seq.
by Plaintiff and the Proposed Class against Defendants

44. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

45. Pursuant to California law, it is "unlawful for any person to make or disseminate or cause to be made or disseminated before the public in this state, ... in any advertising device ... or in any other manner or means whatever, including over the Internet, any statement, concerning ... personal property or services, professional or otherwise, or performance or disposition thereof, 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."

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46. Defendants committed acts of false, unfair, deceptive, untrue and/or misleading advertising by making the Claims regarding the BEVMO! products, as those claims are false, unfair, deceptive, untrue and/or misleading.

47. Because Defendants have been made aware of the lack of recyclability aspect to its product packaging/labeling, Defendants knew or should have known through the exercise of reasonable care, that the BEVMO! claims were false, unfair, deceptive, untrue and/or misleading to Plaintiff and the class members.

48. Defendants' actions in violation of § 17500 were false, unfair, deceptive, untrue and/or misleading such that the Plaintiff, the Proposed Class and the general public are and were likely to be deceived by the false, unfair, deceptive, untrue and/or misleading statements.

49. Plaintiff and the Proposed Class Members lost money or property as a result of Defendants' false advertising violations, because they would not have purchased, or would not have paid a premium, for the BEVMO! Products if they had not been deceived by the Claims.

SECOND CAUSE OF ACTION
For Violation Cal. Bus. & Prof. Code § 17200, et seq. by Plaintiff and Proposed Class against Defendants

50. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

51. Plaintiff is a direct victim of Defendants' illegal and/or unfair business acts and practices referenced in this complaint, has lost money as a result of such practices, and brings this action both in her individual capacity and on behalf of California citizen consumers who share a common or general interest in the damages as a result of the illegal and/or unfair practices.

52. The approximately 100,000 member class is ascertainable via their experience as California citizens who purchased BEVMO! products within the State of California at some point within the operative Limitations Period. Class members share a community of interest and an injury-in-fact as Defendants have violated California laws, thereby depriving class members of money earned. Based on the facts set forth above, it would be impracticable to proceed in individual actions.

53. Plaintiff suffered injuries-in-fact pursuant to Business & Professions Code section 17204, and has lost money as a result of Defendants' illegal, unlawful and/or unfair, deceptive, untrue and/or misleading practices.

54. Plaintiff brings this action on behalf of an ascertainable class who share a community of interest pursuant to Business & Professions Code section 17203 and Code of Civil Procedure section 382 and who share a common or general interest in the damages as a result of the illegal and/or unfair practices, in that those individuals on whose behalf the action is brought have also lost money as a result of Defendants' practices, as set forth above, and that it would be impracticable to proceed as an individual plaintiff action.

55. Business & Professions Code section 17200 et seq. prohibits any unlawful, unfair, or fraudulent business act or practice.

56. Plaintiff's allegations herein are based upon Defendants' institutional business acts and practices.

57. Defendants' acts and practices, as described herein above, are unlawful and/or unfair and/or fraudulent, in that (among other facts) they violate California law and are unlawful, false, unfair, deceptive, untrue and/or misleading.

58. As a direct result of Defendants' unlawful and unfair business acts and practices, Plaintiff and all other class members have been damaged in an amount to be proven. Accordingly, Plaintiff prays for restitution and public injunctive damages in an amount to be proven.

59. Plaintiff is informed and believes, and on that basis alleges, that Defendants' business practices, alleged above, are continuing in nature and are widespread.

60. On behalf of the ascertainable class, Plaintiff respectfully requests a public injunction against Defendants to enjoin them from continuing to engage in the illegal conduct alleged herein. On behalf of the ascertainable class, Plaintiff respectfully requests restitution damages. Separately, Plaintiff has incurred and continue to incur legal expenses and attorneys' fees. Plaintiff is presently unaware of the precise amount of these expenses and fees, and prays for leave of court to amend this complaint when the amounts are more fully known. Finally, Plaintiff also seeks an order requiring Defendants to correct, destroy and/or change all false and/or misleading

labeling and website terms relating to the Claims at issue. Plaintiff will pray for leave to amend this complaint when the specific products and mis-representations are particularized following discovery.

THIRD CAUSE OF ACTION
Violations of California Civil Code § 1750, et seq. By Plaintiff and Proposed Class against Defendant

61. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

62. This cause of action is brought pursuant to the Consumer Legal Remedies Act, California Civil Code § 1750 (hereinafter "CLRA"). Plaintiff and each member of the proposed class are "consumers" as defined by California Civil Code §1761(d).

63. The BEVMO! sales of products to Plaintiff and other proposed class members were "transactions" within the meaning of California Civil Code §1761(e).

64. The BEVMO! products purchased by Plaintiff and members of the proposed class are and were "goods" as defined by California Civil Code §1761(a).

65. California Civil Code §1770(a)(5) prohibits "[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." BEVMO! violated §1770(a)(5) insofar as the representations in their packaging, labeling and advertising materials constitute characteristics and benefits that the BEVMO! goods do not possess (among other acts).

66. California Civil Code §1770(a) (7) prohibits "[r]epresenting that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another." Defendants violated §1770(a) (7) insofar as they represent their goods are of certain standards, when in truth they are not.

67. California Civil Code §1770(a)(9) prohibits "[a]dvertising goods or services with intent not to sell them as advertised." Defendants have violated § 1770(a)(9) insofar as (among other issues) their advertising suggests the packaging, labeling and advertising materials are recyclable, but are not advertised or sold in a manner consistent with those claims.

68. On or about **October 27, 2025**, Plaintiff served Defendants a notice letter pursuant to California Civil Code §1782(a). This letter served to notify Defendants of their violations of California Civil Code §1770(a)(5), California Civil Code §1770(a)(7), and California. Civil Code §1770(a)(9). Plaintiff further demanded that Defendants remediate the issues in the actions described above, and give notice to all affected consumers of Defendants' intent to act. A copy of said letter is attached hereto as **Exhibit 1.**

69. BEVMO! failed to respond to Plaintiff's letter, failed to remediate the issues detailed above, and failed to give notice to all affected consumers within 30 days of Plaintiff's written notice. Therefore, along with public injunctive relief, Plaintiff pursues claims for actual and statutory damages appropriate against BEVMO!.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seeks judgment against Defendant, as follows:

a. For an order certifying the Class;

b. For an order certifying Plaintiff as the representative of the Class and Plaintiff's attorneys as Class Counsel;

c. For an order declaring the Defendants' conduct violates the statutes and laws referenced herein;

d. For an order to correct, destroy, and change all false, unfair, deceptive, untrue and/or misleading labeling relating to the Claims;

e. For an order finding in favor of Plaintiff, the Class on all counts asserted herein;

f. For prejudgment interest on all amounts awarded;

g. For an order of restitution, disgorgement of profits, and all other forms of equitable monetary relief;

h. For a public injunction as plead or as the Court may deem proper; and

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i. For an order awarding Plaintiff, and the Class, their reasonable attorneys' fees and expenses and costs of suit.

Dated: December 3, 2025

SULLIVAN & YAECKEL LAW GROUP, APC

Eric K. Yaeckel
Ryan T. Kuhn
Cody D. Archer
Attorneys for Plaintiff CHRISTINA QUINN, an Individual on behalf of herself and all others similarly situated and the general public