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

14 IRIS GOVEA, individually and on ) 15 behalf of all other similarly ) 16 situated, ) 17 18                                   Plaintiff, ) 19 20                                   v. ) 21 GRUMA CORPORATION, ) 22 23                                   Defendant. ) <hr style="width: 50%; margin-left: 0;"/>	CASE NO.: 2:20-cv-08585  <b>CLASS ACTION COMPLAINT</b>  <b>JURY TRIAL DEMANDED</b>
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1 Plaintiff Iris Govea (“Plaintiff”) by and through Plaintiff’s undersigned  
2 counsel, bring this Class Action Complaint against Gruma Corporation  
3 (“Defendant”), on behalf of herself and all others similarly situated, and allege upon  
4 personal knowledge as to her own actions, and upon information and belief as to  
5 counsel’s investigations and all other matters, as follows:

6 **NATURE OF THE ACTION**

7 1. Plaintiff brings this consumer protection and false advertising class  
8 action lawsuit against Defendant, based on Defendant’s misleading business  
9 practices with respect to the sale of Guerrero products that contain the Mexican  
10 Representations, as defined in Paragraph 16 *infra* (“Products”).

11 2. At all relevant times, Defendant has marketed and sold the Product  
12 with labeling, packaging, and advertising that makes references to Mexico, and by  
13 using Spanish words. The Product’s labeling, packaging, and marketing led the  
14 Plaintiff and other consumers to reasonably believe that they were purchasing  
15 tortillas and other products that are made in Mexico. Some examples of the  
16 misleading packaging are below:

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1 had it been known by Plaintiff that the Product was not made in Mexico. Ms. Govea  
2 therefore suffered injury in fact and lost money as a result of Defendant's  
3 misleading, false, unfair, and fraudulent practices, as described herein.

4 10. Despite being misled, Ms. Govea would likely purchase the Product in  
5 the future if the Product was in fact made in Mexico. While Ms. Govea currently  
6 believe the Products are not made in Mexico, she lack personal knowledge as to  
7 Defendant's specific business practices, leaving doubt in their minds as to the  
8 possibility in the future that some Products made by Defendant could be made in  
9 Mexico. This uncertainty, coupled with her desire to purchase the Products and the  
10 fact that she regularly visit stores which sell the Products, is an ongoing injury that  
11 can and would be rectified by an injunction enjoining Defendant from making the  
12 false and/or misleading representations alleged herein. In addition, Class members  
13 will continue to purchase the Products, reasonably but incorrectly believing that they  
14 are made in Mexico, absent an injunction.

15 11. Defendant Gruma Corporation maintains their principal place of  
16 business in Irving, Texas.

17 **FACTUAL ALLEGATIONS**

18 12. Tortillas are a staple in Mexican cuisine. These thin, unleavened  
19 flatbreads are typically made from either corn maize or flour, and they're used in a  
20 variety of ways.<sup>1</sup>

21 13. According to legend, tortillas were invented by a Mayan peasant for his  
22 hungry king. The first recorded use of tortillas dates to roughly 10,000 BC, and were  
23 made from corn. And when the Spanish arrived, they discovered native inhabitants  
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26 <sup>1</sup> See Hartley, *Alto A Brief History of the Tortilla*, February 16, 2018 available at  
27 <https://altohartley.com/a-brief-history-of-the-tortilla/#:~:text=According%20to%20legend%2C%20tortillas%20were,some%20sort%20of%20maize%20bread.>  
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1 like the Aztecs and others all ate some sort of maize bread.<sup>2</sup>

2 14. Tortillas are not only considered the national bread of Mexico, but are  
3 “increasing in popularity throughout the world,” with most of the tortillas in the  
4 world being produced in Mexico.<sup>3</sup>

5 15. At all relevant times pertaining to the complaint, the Products was sold  
6 across California and the United States at grocery chains, and other retailers.

7 16. The packaging of the Products, regardless of the size or variety (*e.g.*  
8 soft tortilla or white corn, tostadas, etc.) all contain the same misleading  
9 representations regarding the origin of the Products. Specifically, the Products all  
10 contain the word, “GUERRERO,” the Products’ brand name, on the front and center  
11 of the packaging. “Guerrero” translates to “Warrior” in Spanish and is a  
12 geographical state in Mexico. The Products all further contain the phrase, “Un  
13 pedacito de México,” which translates to “A piece of Mexico.” The Products also  
14 contain the Spanish phrase “Calidad Y Frescura,” which translates to “Freshness and  
15 Quality.” The Products also each contain a Spanish description of the product (*e.g.*,  
16 Tortillas de Maize Blanco, or White Corn Tortillas) (collectively, the “Mexican  
17 Representations”).

18 Examples of the misleading packaging include, but are not limited to, the  
19 following:

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25 <sup>2</sup> *Id.*

26 <sup>3</sup> L.W. Rooney, *et al.*, *Grain-Based Products and Their Processing*,  
27 [https://www.sciencedirect.com/topics/food-](https://www.sciencedirect.com/topics/food-science/tortilla#:~:text=Mexico%20accounts%20for%2042%25%20of,in%20Mexico%20and%20Central%20America)  
28 [science/tortilla#:~:text=Mexico%20accounts%20for%2042%25%20of,in%20Mexico%20and%20Central%20America](https://www.sciencedirect.com/topics/food-science/tortilla#:~:text=Mexico%20accounts%20for%2042%25%20of,in%20Mexico%20and%20Central%20America). (last visited September 18, 2020).

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17. The Products’ labeling, packaging, and marketing are misleading to reasonable consumers, including Plaintiff and other Class members, and only serves the profit-maximizing interests of Defendant.

18. Defendant deceptively labeled and packaged the Product to target consumers who are interested in purchasing tortillas and other products from Mexico.

19. As the entity responsible for the development, manufacturing, packaging, advertising, distribution, and sale of the Products, Defendant knew or should have known that each of the Products falsely and deceptively misrepresents that the Products are made in Mexico.

20. Defendant knows, knew or should have known, that Plaintiff and other consumers did and would rely on the labeling, packaging, and advertising of the Product in purchasing the Product, and would reasonably believe that the Products were made in Mexico, because of the Mexican Representations.

21. Because the Products are not made in Mexico as reasonably expected by Plaintiff and other consumers, Defendant’s marketing of the Products was and continues to be misleading and deceptive.

22. Each consumer has been exposed to the same or substantially similar deceptive practices because: 1) each Product contains the Mexican Representations; and 2) each Product is not made in Mexico.

23. Plaintiff and other consumers have paid an unlawful premium for the Product. Plaintiff and other consumers would have paid significantly less for the Product had they known that the Product was not made in Mexico. In the alternative, Plaintiff and other consumers would not have purchased the Products at all had they known that the Products were not made in Mexico. Therefore, Plaintiff and other consumers purchasing the Product suffered injury in fact and lost money as a result

1 of Defendant’s false, unfair, and fraudulent practices, as described herein.

2 24. As a result of its misleading business practices, and the harm caused to  
3 Plaintiff and other consumers, Defendant should be enjoined from deceptively  
4 representing that the Products are made in Mexico. Furthermore, Defendant should  
5 be required to pay for all damages caused to misled consumers, including Plaintiff.

6 **CLASS ACTION ALLEGATIONS**

7 25. Plaintiff brings this case as a class action that may be properly  
8 maintained pursuant to Federal Rule of Civil Procedure 23 on behalf of herself and  
9 all California citizens who, within the relevant statute of limitations periods,  
10 purchased any of the Products (“California Subclass”).

11 26. Plaintiff also seeks to represent a subclass defined all California citizens  
12 who within the relevant statute of limitations periods, purchased for personal, family,  
13 or household purposes any of the Products (“California Consumer Subclass”).

14 27. Excluded from the Classes are: (a) Defendant, Defendant’s board  
15 members, executive-level officers, and attorneys, and immediately family members  
16 of any of the foregoing persons; (b) governmental entities; (c) the Court, the Court’s  
17 immediate family, and the Court staff; and (d) any person that timely and properly  
18 excludes himself or herself from the Class in accordance with Court-approved  
19 procedures.

20 28. Plaintiff is a member of the California Subclass and California  
21 Consumer Subclass.

22 29. Plaintiff reserves the right to alter the Class definitions as Plaintiff  
23 deems necessary at any time to the full extent that the Federal Rules of Civil  
24 Procedure, the Local Rules of this District, and applicable precedent allow.

25 30. Certification of Plaintiff’s claim for class-wide treatment is appropriate  
26 because Plaintiff can prove the elements of the claim on a class-wide basis using the  
27 same evidence as individual Class members would use to prove those elements in  
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1 individual actions alleging the same claims.

2 31. Numerosity; Rule 23(a)(1): The size of the Class is so large that joinder  
3 of all Class members is impracticable. Due to the nature of Defendant's business,  
4 Plaintiff believes there are thousands, if not hundreds of thousands, of Class  
5 members.

6 32. Existence and Predominance of Common Questions of Law and Fact;  
7 Rule 23(a)(2), (b)(3): There are questions of law and fact common to the Class.  
8 These questions predominate over any questions affecting only individual Class  
9 members.

10 33. All Class members were exposed to Defendant's deceptive advertising  
11 and marketing representations indicating that the Products were made in Mexico,  
12 when in fact the Products were not made in Mexico.

13 34. Furthermore, common legal and factual questions include but are not  
14 limited to:

- 15 a. whether Defendant engaged in the course of conduct alleged  
16 herein;
- 17 b. whether Defendant's conduct is likely to deceive a reasonable  
18 consumer;
- 19 c. whether Defendant's conduct constitutes an unfair or deceptive  
20 act or practice;
- 21 d. whether Defendant violated the consumer protection statutes set  
22 forth below;
- 23 e. whether Plaintiff and the Class members are entitled to actual,  
24 statutory, or other forms of damages and other monetary relief;  
25 and
- 26 f. whether Plaintiff and the Class members are entitled to equitable  
27 relief, including but not limited to injunctive relief and equitable  
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1                   restitution.

2           35. Defendant engaged in a common course of conduct in contravention of  
3 the laws Plaintiff seeks to enforce individually and on behalf of the Class members.  
4 Similar or identical statutory and common law violations, business practices, and  
5 injuries are involved. Individual questions, if any, pale by comparison, in both  
6 quality and quantity, to the numerous common questions that dominate this action.  
7 Moreover, the common questions will yield common answers that will materially  
8 advance the litigation.

9           36. Typicality; Rule 23(a)(3): Plaintiff's claims are typical of the claims of  
10 the Class members because Defendant injured all Class members through the  
11 uniform misconduct described herein; all Class members were subject to  
12 Defendant's false, misleading, and unfair advertising and marketing practices and  
13 representations, including the false and misleading representations indicating that  
14 the Products were made in Mexico when, in fact, they were not made in Mexico; and  
15 Plaintiff seeks the same relief as the Class members.

16           37. Furthermore, there are no defenses available to Defendant that are  
17 unique to Plaintiff.

18           38. Adequacy of Representation; Rule 23(a)(4): Plaintiff is a fair and  
19 adequate representative of the Class because Plaintiff's interest does not conflict  
20 with the Class members' interests.

21           39. Plaintiff has selected competent counsel that are experienced in class  
22 action and other complex litigation.

23           40. Plaintiff will prosecute this action vigorously and is highly motivated  
24 to seek redress against Defendant. Plaintiff and Plaintiff's counsel are committed to  
25 prosecuting this action vigorously and have the resources to do so.

26           41. Injunctive or Declaratory Relief; Rule 23(b)(2): The requirements for  
27 maintaining a class action pursuant to Rule 23(b)(2) are met, as Defendant has acted

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1 or refused to act on grounds generally applicable to the Class, thereby making  
2 appropriate final injunctive relief or corresponding declaratory relief with respect to  
3 the Class as a whole.

4 42. Superiority; Rule 23(b)(3): The class action mechanism is superior to  
5 other available means for the fair and efficient adjudication of this controversy for  
6 reasons including but not limited to the following:

7 a. The damages individual Class members suffered are small  
8 compared to the burden and expense of individual prosecution of  
9 the complex and extensive litigation needed to address  
10 Defendant's conduct.

11 b. Further, it would be virtually impossible for the Class members  
12 individually to redress effectively the wrongs done to them. Even  
13 if Class members themselves could afford such individual  
14 litigation, the court system could not. Individualized litigation  
15 would unnecessarily increase the delay and expense to all parties  
16 and to the court system and presents a potential for inconsistent  
17 or contradictory rulings and judgments. By contrast, the class  
18 action device presents far fewer management difficulties, allows  
19 the hearing of claims which might otherwise go unaddressed  
20 because of the relative expense of bringing individual lawsuits,  
21 and provides the benefits of single adjudication, economies of  
22 scale, and comprehensive supervision by a single court.

23 c. The prosecution of separate actions by individual members of the  
24 Class would create a risk of inconsistent or varying adjudications  
25 with respect to individual Class members, which would establish  
26 incompatible standards of conduct for Defendant.

27 d. The prosecution of separate actions by individual Class members  
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1 would create a risk of adjudications with respect to them that  
2 would, as a practical matter, be dispositive of the interests of  
3 other Class members not parties to the adjudications or that  
4 would substantively impair or impede their ability to protect their  
5 interests.

6 43. Notice: Plaintiff’s counsel anticipate that notice to the proposed Class  
7 will be effectuated through Court-approved notice dissemination methods, which  
8 may include mail, Internet postings, and/or published notice.

9 **FIRST CLAIM FOR RELIEF**  
10 **Violation of California’s Consumers Legal Remedies Act (“CLRA”),**  
11 **California Civil Code §§ 1750, *et seq.***  
12 ***(for the California Consumer Subclass)***

13 44. Plaintiff repeats Paragraphs 1-43 above as if fully set forth herein.

14 45. Plaintiff brings this claim individually and on behalf of the members of  
15 the proposed California Consumer Subclass against Defendant.

16 46. The Product is a “good” within the meaning of Cal. Civ. Code §  
17 1761(a), and the purchases of such products by Plaintiff and members of the  
18 California Consumer Subclass constitute “transactions” within the meaning of Cal.  
19 Civ. Code § 1761(e).

20 47. Cal. Civ. Code § 1770(a)(2) prohibits “misrepresenting the source,  
21 sponsorship, approval, or certification of goods or services.” By marketing the  
22 Product with its current labels, packaging, and advertisements, Defendant has  
23 represented and continues to represent that the source of the Product is Mexico, when  
24 it is not. Therefore, Defendant has violated section 1770(a)(2) of the CLRA.

25 48. Cal. Civ. Code § 1770(a)(4) prohibits “using deceptive representations  
26 or designations of geographical origin in connection with goods or services.” By  
27 marketing the Product with its current labels, packaging, and advertisements,  
28 Defendant has used deceptive representations and designations of the Product’s

1 geographical origin (Mexico). Therefore, Defendant has violated section 1770(a)(4)  
2 of the CLRA.

3 49. Cal. Civ. Code § 1770(a)(5) prohibits “[r]epresenting that goods or  
4 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or  
5 quantities which they do not have . . . .” By marketing the Product with its current  
6 labels, packaging, and advertisements, Defendant has represented and continues to  
7 represent that the Product has characteristics (that it is made in Mexico) when it does  
8 not have such characteristics. Therefore, Defendant has violated section 1770(a)(5)  
9 of the CLRA.

10 50. Cal. Civ. Code § 1770(a)(7) prohibits “[r]espresenting that goods or  
11 services are of a particular standard, quality, or grade, or that goods are of a particular  
12 style or model, if they are of another.” By marketing the Product with its current  
13 labels, packaging, and advertisements, Defendant has represented and continues to  
14 represent that the Product is of a particular style (that it is made in Mexico) when it  
15 is of another (it is not made in Mexico). Therefore, Defendant has violated section  
16 1770(a)(7) of the CLRA.

17 51. Cal. Civ. Code § 1770(a)(9) prohibits “[a]dvertising goods or services  
18 with intent not to sell them as advertised.” By labeling, packaging, and marketing  
19 the Product with references to Mexico so that a reasonable consumer would believe  
20 that the Product was made in Mexico, and then intentionally not selling the Product  
21 as made in Mexico, Defendant has violated section 1770(a)(9) of the CLRA.

22 52. At all relevant times, Defendant has known or reasonably should have  
23 known that the Product was not made in Mexico, and that Plaintiff and other  
24 members of the California Consumer Subclass would reasonably and justifiably rely  
25 on the labeling in purchasing the Product.

26 53. Plaintiff and members of the California Consumer Subclass have  
27 reasonably and justifiably relied on Defendant’s misleading, and fraudulent conduct

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1 when purchasing the Product. Moreover, based on the very materiality of  
2 Defendant's fraudulent and misleading conduct, reliance on such conduct as a  
3 material reason for the decision to purchase the Product may be presumed or inferred  
4 for Plaintiff and members of California Consumer Subclass.

5 54. Plaintiff and members of the California Consumer Subclass have  
6 suffered and continue to suffer injuries caused by Defendant because they would not  
7 have purchased the Product or would have paid significantly less for the Product had  
8 they known that Defendant's conduct was misleading and fraudulent.

9 55. Under Cal. Civ. Code § 1780(a), Plaintiff and members of the  
10 California Consumer Subclass are seeking injunctive relief pursuant to the CLRA,  
11 preventing Defendant from further wrongful acts and unfair and unlawful business  
12 practices, as well as restitution, disgorgement of profits, and any other relief this  
13 Court deems proper.

14 56. Pursuant to Cal. Civ. Code § 1782, on August 7, 2020, counsel mailed  
15 a notice and demand letter by certified mail, with return receipt requested, to  
16 Defendant. Defendant received the notice and demand letter on August 12, 2020.  
17 The CLRA demand letter to Defendant that provided notice of Defendant's violation  
18 of the CLRA demanded Defendant correct, repair, replace, or otherwise rectify the  
19 unlawful, unfair, false, and deceptive practices complained of herein. The letter also  
20 stated that if Defendant refused to do so, Plaintiff would file a complaint seeking  
21 damages in accordance with the CLRA. Defendant failed to comply with the letter.

22 57. Because Defendant has failed to fully rectify or remedy the damages  
23 caused after waiting more than the statutorily required 30 days after it received both  
24 the notice and demand letters, Plaintiff timely filed her complaint against Defendant.

25 **SECOND CLAIM**

26 **Violation of California's False Advertising Law**

27 **CAL. BUS. & PROF. CODE § 17500 *et seq.***

28 ***(for the California Subclass)***

58. Plaintiff repeats Paragraphs 1-43 above as if fully set forth herein.

1           59. Plaintiff brings this claim on behalf of the California Subclass for  
2 violation of California’s False Advertising Law, CAL. BUS. & PROF. CODE § 17500  
3 *et seq.* (the “FAL”).

4           60. The FAL prohibits advertising “which is untrue or misleading, and  
5 which is known, or which by the exercise of reasonable care should be known, to be  
6 untrue or misleading.” CAL. BUS. & PROF. CODE § 17500.

7           61. As detailed above, Defendant’s marketing and sale of the Products to  
8 Plaintiff and other members of the California Subclass was likely to deceive a  
9 reasonable consumer because Defendant’s representations were likely to lead a  
10 reasonable consumer to believe the Products were made in Mexico, when in fact the  
11 Products were not made in Mexico.

12           62. In reliance on Defendant’s false and misleading representations  
13 indicating the Products were made in Mexico, Plaintiff and the other members of the  
14 California Subclass purchased the Products. Moreover, based on the very materiality  
15 of Defendant’s fraudulent and misleading conduct, reliance on such conduct as a  
16 material reason for the decision to purchase the Products may be presumed or  
17 inferred for Plaintiff and the members of the California Subclass.

18           63. Defendant knew or should have known that its labeling and marketing  
19 of the Products was likely to deceive a reasonable consumer.

20           64. Plaintiff requests that this Court cause Defendant to restore this  
21 fraudulently obtained money to Plaintiff and members of the California Subclass, to  
22 disgorge the profits Defendant made on these transactions, and to enjoin Defendant  
23 from violating the FAL or violating it in the same fashion in the future as discussed  
24 herein. Otherwise, Plaintiff and members of the California Subclass may be  
25 irreparably harmed and/or denied an effective and complete remedy if such an order  
26 is not granted.

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**THIRD CLAIM**

**Violation of California’s Unfair Competition Law**

**CAL. BUS. & PROF. CODE § 17200 *et seq.***

***(for the California Subclass)***

65. Plaintiff repeats Paragraphs 1-43 above as if fully set forth herein.

66. Plaintiff brings this claim against Defendant on behalf of the California Subclass for violation of the “unlawful,” “unfair,” and “fraudulent” prongs of California’s Unfair Competition Law, CAL. BUS. & PROF. CODE § 17500 *et seq.* (the “UCL”).

67. The circumstances giving rise to the allegations of Plaintiff and the members of the California Subclass include Defendant’s corporate policies regarding the marketing, sale, and provision of the Products.

68. The UCL prohibits “unfair competition,” which it defines to “mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by [the FAL].” CAL. BUS. & PROF. CODE § 17200.

69. Under the UCL, a business act or practice is “unlawful” if it violates any established state or federal law.

70. As detailed herein, Defendant’s acts, misrepresentations, omissions, and practices violate the FAL and the CLRA. On account of each of these violations of law, Defendant has also violated the “unlawful” prong of the UCL.

71. As a result of Defendant’s unlawful business acts and practices, Defendant has and continues to unlawfully obtain money from Plaintiff and members of the California Subclass.

72. Under the UCL, a business act or practice is “unfair” if the defendant’s conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous, as the benefits for committing such acts of practices are outweighed by the gravity of the harm to the alleged victims.

1           73. Defendant’s conduct was and continues to be of no benefit to  
2 purchasers of the Products, as it is misleading, unfair, unlawful, and is injurious to  
3 consumers who purchased the Products and were deceived by Defendant’s  
4 misrepresentations. Deceiving consumers about the geographical origin of the  
5 Products is of no benefit to consumers. Therefore, Defendant’s conduct was and  
6 continues to be “unfair.”

7           74. As a result of Defendant’s unfair business acts and practices, Defendant  
8 has and continues to unlawfully obtain money from Plaintiff and members of the  
9 California Subclass.

10           75. Second, Defendant committed “unlawful,” “unfair,” and/or  
11 “fraudulent” business acts or practices by, among other things, engaging in conduct  
12 Defendant knew or should have known was likely to and did deceive reasonable  
13 consumers, including Plaintiff and the members of the California Subclass.

14           In reliance on Defendant’s false and misleading representations indicating the  
15 Products were made in Mexico, Plaintiff and the other members of the California  
16 Subclass purchased the Products. Moreover, based on the very materiality of  
17 Defendant’s fraudulent and misleading conduct, reliance on such conduct as a  
18 material reason for the decision to purchase the Products may be presumed or inferred  
19 for Plaintiff and the members of the California Subclass.

20           76. Defendant knew or should have known that its labeling and marketing  
21 of the Products was likely to deceive a reasonable consumer.

22           77. Plaintiff requests that this Court cause Defendant to restore this  
23 unlawfully, unfairly, and fraudulently obtained money to Plaintiff, and members of  
24 the California Subclass, to disgorge the profits Defendant made on these  
25 transactions, and to enjoin Defendant from violating the UCL or violating it in the  
26 same fashion in the future as discussed herein. Otherwise, Plaintiff, and members of  
27 the California Subclass, may be irreparably harmed and/or denied an effective and  
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1 complete remedy if such an order is not granted.

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**FOURTH CLAIM FOR RELIEF**  
**Breach of Implied Warranty**  
**California Commercial Code § 2314**  
***(for the California Subclass)***

78. Plaintiff repeats Paragraphs 1-43 above as if fully set forth herein.

79. Plaintiff brings this claim individually and on behalf of the members of the proposed California Subclass.

80. California’s implied warranty of merchantability statute provides that “a warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind.” Cal. Com. Code § 2314(1).

81. California’s implied warranty of merchantability statute also provides that “[g]oods to be merchantable must be at least such as . . . (f) [c]onform to the promises or affirmations of fact made on the container or label if any.” Cal. Com. Code § 2314(2)(f).

82. Defendant is a merchant with respect to the sale of Products. Therefore, a warranty of merchantability is implied in every contract for sale of the Products to California consumers.

83. By advertising the Products with their current packaging, Defendant made an implied promise that the Products are made in Mexico. The Products have not “conformed to the promises...made on the container or label” because they are not made in Mexico. Plaintiff, as well as consumers, did not receive the goods as impliedly warranted by Defendant to be merchantable.

84. Therefore, the Products are not merchantable under California law and Defendant has breached its implied warranty of merchantability in regard to the Products.



1 J. awarding pre- and post-judgment interest to the extent the law allows;  
2 and providing such further relief as this Court may deem just and proper.

3  
4 **DEMAND FOR JURY TRIAL**

5 Plaintiff hereby demands a trial by jury on all claims so triable.

6  
7 Date: September 18, 2020

Respectfully submitted,

8 /s/ Benjamin Heikali

9  
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21  
22 *Counsel for Plaintiff*  
23 *and the Proposed Classes*  
24  
25  
26  
27  
28

**CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)**

I, Iris Govea, declare as follows:

1. I am a Plaintiff in this action and a citizen of the State of California. I have personal knowledge of the facts stated herein and, if called as a witness, I could testify competently thereto.

2. This Class Action Complaint is filed in the proper place of trial because the transaction giving rise to my claims, my purchase of the product at issue, occurred in this District.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, executed on 9/17/2020 | 2:32 PM PDT at Los Angeles, California.

DocuSigned by:  
*Iris Govea*  
EB9312576D4E446...  
Iris Govea