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6
7 **UNITED STATES DISTRICT COURT**
8 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
9

10 MIKE ANDRICH and NATALIE
11 GIANNE, on behalf of themselves and all
12 others similarly situated,

13 Plaintiffs,

14 v.

15 CENTO FINE FOODS, INC.,

16 Defendant.
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Case No:

**CLASS ACTION COMPLAINT FOR
VIOLATIONS OF THE UNFAIR COMPETITION
LAW & CONSUMER LEGAL REMEDIES ACT**

No Jury Demand

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1 Plaintiffs Mike Andrich and Natalie Gianne, on behalf of themselves, all others similarly situated,
2 and the general public, through their undersigned counsel, hereby sue Defendant Cento Fine Foods, Inc.
3 (“Cento” or “Defendant”) and upon information and belief and investigation of counsel, allege as follows:

4 **I. JURISDICTION AND VENUE**

5 1. Jurisdiction is proper because Plaintiffs are citizens of California and because all claims are
6 asserted under the laws of California and relate to a product that is sold in California and was purchased
7 by Plaintiffs in California.

8 2. Venue is proper under 28 U.S.C. § 1391 because thousands of class members reside and
9 suffered injury in this District as a result of Defendant’s conduct in this District; many of the acts and
10 transactions giving rise to this action occurred in this District; and Defendant (1) is authorized to conduct
11 business in this District, intentionally availed itself of the markets of this District through the distribution
12 and sale of its products in this District, and (2) is subject to personal jurisdiction in this District.

13 **II. NATURE OF THE ACTION**

14 3. “San Marzano tomatoes are considered the Ferrari or Prada of canned tomato varieties.
15 Loyalists say they are well worth the higher price tag compared to other Italian or domestically produced
16 options.”¹



22 4. In “the way Champagne can only be produced in the Champagne region of France, real San
23 Marzanos can only be grown, processed, and canned in a specific region of Italy.”²

24 5. San Marzano tomatoes were awarded “Protected Designation of Origin” status from the
25 European Union. In Italy and all other members of the European Union, tomatoes sold as San Marzano

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27 ¹ Peggy Kieran. *What Is So Special About San Marzano Tomatoes?* MarthaStewart.com (April 16, 2025),
available at www.marthastewart.com/7616623/san-marzano-tomatoes-explained.

28 ² Nick DeSimone. *What Are San Marzano Tomatoes and Are They Really That Great?* All Recipes
(March 9, 2023), available at www.allrecipes.com/what-are-san-marzano-tomatoes-7253617.

1 must meet strict production and quality standards.

2 6. Il Consorzio di Tutela del Pomodoro San Marzano DOP (the “Consortium”), located in the
3 ancient Roman town of Sarno in Campania, both promotes and regulates the sale of San Marzano tomatoes.

4 7. The Consortium is the only entity which can certify and approve San Marzano tomatoes.

5 8. The Consortium was granted the right to certify and approve San Marzano tomatoes by the
6 European Union in 1996.

7 9. Cento was a member of the Consortium until 2011, when it was ejected for committing
8 fraud.

9 10. San Marzano tomatoes are required to have firm flesh, high ratio of flesh to water, fewer
10 seeds, a bittersweet taste, easily dissolving peel, and consistency between tomatoes.

11 11. When a batch of tomatoes is inspected and found compliant with the Consortium’s
12 standards, they may bear the name “San Marzano,” as well as use the seal of the Consortium.

13 12. “[R]eal San Marzano’s have what is referred to as a DOP, an acronym that translates to
14 ‘protected designation of origin.’ This is the law that specifies where and how something can be grown and
15 produced if a certain name is to be used. Parmigiano Reggiano is another popular Italian product with a
16 DOP protections. These special requirements that limit where the tomatoes can be grown, and how they
17 can be harvested and canned, mean that real San Marzano tomatoes can nearly break the bank compared
18 to other canned tomatoes.”³

19 13. “The official Protected Designation of Origin quality seal put San Marzano tomatoes on the
20 culinary map. Protected Designation of Origin (often abbreviated to PDO or DOP in Italian) is a European
21 Union regulation that honors the status of foods like French Champagne and Italian Parmigiano-Reggiano;
22 it defines where and how foods must be produced in order to carry the official designation.”⁴

23 14. “The volcanic soils in the San Marzano PDO—a relatively small region in southern Italy
24 between Naples and Salerno—are famed for producing tomatoes with a balanced flavor that combines
25 sweetness, tomatoey intensity, and just the right amount of acid.” *Id.*

27 ³ Nick DeSimone. *What Are San Marzano Tomatoes and Are They Really That Great?* All Recipes
28 (March 9, 2023), available at www.allrecipes.com/what-are-san-marzano-tomatoes-7253617

⁴ *What Is So Special About San Marzano Tomatoes?*, supra note 1.

1 15. “Like honey and olive oil, San Marzano tomatoes have been the subject of fakery. . . .Over
2 time, San Marzano tomatoes grown in Italy, but outside of the official region, have become available in the
3 U.S.” *Id.* “The issue with San Marzano tomatoes is widespread fraud. They command a higher price than
4 regular canned tomatoes, and as with any other premium brand, counterfeits follow. Unlike faux Chanel
5 bags, though, you can buy San Marzanos in legit stores.”⁵

6 16. Defendant Cento Fine Foods, Inc. is the primary culprit of this tomato fraud in the United
7 States. It sells “Cento San Marzano Certified Peeled Tomatoes” and “Cento San Marzano Organic Certified
8 Peeled Tomatoes” (collectively “Cento San Marzanos”).

9 17. Cento markets Cento San Marzanos as “Certified” San Marzano Tomatoes with claims
10 which were designed to, and do, falsely convey they are the famous San Marzano tomato grown in the
11 traditional method and certified by Consortium.

12 18. Defendant sells Cento Marzanos at a price premium over regular canned tomatoes and
13 similar to actual certified San Marzanos. However, Cento San Marzanos are not of equivalent origin and
14 quality to tomatoes certified by the Consortium.

15 19. Defendant’s marketing and labeling of Cento San Marzanos as “Certified San Marzano”
16 tomatoes is false, misleading, and unfair. They lack the taste, consistency, and other physical characteristics
17 associated by consumers with certified San Marzano Tomatoes.

18 20. Plaintiffs Mike Andrich and Natalie Gianne purchased and used Cento San Marzanos in
19 reliance upon Defendant’s deceptive labeling, believing that they were authentic, certified San Marzano
20 tomatoes.

21 21. However, Cento San Marzanos were not satisfactory to Plaintiffs because they were not
22 authentic, DOP San Marzano tomatoes and lacked the physical characteristics of authentic San Marzano
23 tomatoes.

24 22. Plaintiffs would never have purchased Cento San Marzanos, especially at their premium
25 price, if they had known that they were inauthentic, and indeed *illegal* in Italy, home of San Marzano
26 tomatoes.

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28 ⁵ Maya Uyehara. *The Fake Rolex of Canned Foods*. TASTE (June 20, 2017), available at tastecooking.com/fake-rolex-canned-tomatoes.

1 **III. PARTIES**

2 23. Plaintiff Mike Andrich is a citizen of California and a resident of Whittier who repeatedly
3 purchased Cento San Marzanos during the class period. He bought Cento San Marzanos about 3 or 4 times
4 annually during the class period, and his most recent purchase occurred at Claro’s Italian Market in La
5 Habra in late 2024 or early 2025.

6 24. Plaintiff Natalie Gianne is a citizen of California and resident of Los Angeles who
7 repeatedly purchased Cento San Marzanos during the class period. She bought Cento San Marzanos
8 approximately 10 times during the class period, and her most recent purchases occurred at Pavillions and
9 Whole Foods locations in the Los Angeles area in 2023.

10 25. Defendant Cento Fine Foods, Inc. is a New Jersey corporation with its principal place of
11 business in West Deptford, NJ. Cento markets, distributes, and sells Cento San Marzanos.

12 26. Cento San Marzanos are sold at grocery stores and markets throughout the United States,
13 on Defendant’s website (<https://shop.cento.com/collections/cento>), and on the Amazon page for Cento San
14 Marzanos, which Defendant controls.

15 27. During the class period, Cento owned, manufactured, marketed, distributed, and sold Cento
16 San Marzanos in California and throughout the United States.

17 **IV. PHYSICAL CHARACTERISTICS OF SAN MARZANO TOMOATOES**

18 28. Authentic, DOP San Marzano tomatoes possess physical characteristics that render them
19 superior to other tomatoes.

20 29. The fruits
21 have a typical elongated shape and usually measure between six and eight centimeters; when ripe,
22 the color is bright red. The thin skin peels off easily, enclosing firm, fleshy pulp with few seeds.
23 The interior has two or three chambers and the taste is typically strong, sweet and sour. The dense,
24 fleshy pulp ensures that San Marzano does not crush during processing, producing firm peeled
tomatoes and consistent sauces.⁶

25 30. “They’ve got thinner skin, firmer flesh, and significantly fewer seeds. But what really sets
26 them apart is the taste. San Marzanos have a naturally rich, sweet flavor with just the right amount of
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28 ⁶ Consorzio di Tutela del Pomodoro San Marzano dell’Agro Sarnese-Nocerino DOP. *Characteristics*
(2025), available at <https://consorziopomodorosanmarzanodop.it/en/characteristics/>

1 acidity, nothing harsh or overpowering. That balance makes them perfect for slow-cooked sauces, because
2 they concentrate beautifully without turning bitter.”⁷

3 31. “Their texture also makes a big difference. They’re less watery than other tomatoes, so you
4 get a thicker, silkier sauce without needing to cook it down forever. The result? A sauce that really lets the
5 tomato flavor shine, often with no need for extra sugar or tons of seasoning. The San Marzano is, as the
6 Italians might say, *perfetto*.” *Id.*

7 **V. CENTO’S FRAUDULENT “CERTIFICATION” CLAIM AND RELATED**
8 **MISREPRESENTATIONS**

9 32. The Consortium is the only entity which can certify and approve San Marzano tomatoes.

10 33. The Consortium was granted the right to certify and approve San Marzano tomatoes by the
11 European Union in 1996.

12 34. Defendant’s claims that its tomatoes are “certified” “San Marzano” tomatoes misleadingly
13 convey that the product is the famous San Marzano tomato certified by and exceeding the standards of
14 Consorzio di Tutela del Pomodoro San Marzano dell’Agro Sarnese-Nocerino when in fact the product does
15 not meet that standard.

16 35. Defendant’s labels imitate the labels of San Marzano Tomatoes that are certified by the
17 Consortium, even though Cento San Marzanos are not of equivalent origin and quality to those tomatoes
18 certified by the Consortium.

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28 ⁷ Kristine Brogno. *Why Everyone Swears by San Marzano Tomatoes*. FOOD 52 (August 8, 2025), available
at [food52.com/story/why-san-marzano-tomatoes-are-the-best](https://www.food52.com/story/why-san-marzano-tomatoes-are-the-best).



36. For example, Defendant’s front labels mimic the main elements required by the Consortium and displayed on actual, certified San Marzano Tomatoes.

37. According to Defendant, Cento San Marzanos are “certified by an independent third-party agency that ensures the proper varieties and correct growing locations of our tomatoes. This certification combined with our quality assurance measures and production methods delivers superior quality from seeds to shelf.”

38. However, this third-party agency is not the Consortium, but Agri-Cert.

39. Defendant’s website states, “San Marzano tomatoes are regulated and certified authentic by an independent third party, Agri-Cert, using the guidelines created to regulate San Marzano tomatoes in

1 Italy.”

2 40. Defendant’s website goes on to declare that the requirements for San Marzano Tomatoes
3 were

4 created to help differentiate a true San Marzano tomato that follows the criteria from other varietal
5 Italian tomatoes grown outside the designated region or domestically. This ensures shoppers aren’t
6 misled by non-genuine products who use the San Marzano name in their products, which, without
7 following the strict criteria, may be inferior quality or contain a different flavor profile.

8 **CENTO CERTIFIED SAN MARZANO** 9 **TOMATOES**

10 Cento Certified San Marzano Tomatoes have always been, and continue to be
11 grown and produced in the Sarnese Nocerino area of Italy. They continue to
12 follow the same premium-quality standards that Cento has always stood by, the
13 standards that made us the leading brand in the United States for San Marzano
14 tomatoes. San Marzano tomatoes are regulated and certified authentic by an
15 independent third party, Agri-Cert, using the guidelines created to regulate San
16 Marzano tomatoes in Italy. These guidelines were created to help differentiate a
17 true San Marzano tomato that follows the criteria from other varietal Italian
18 tomatoes grown outside the designated region or domestically. This ensures
19 shoppers aren’t misled by non-genuine products who use the San Marzano
20 name in their products, which, without following the strict criteria, may be
21 inferior quality or contain a different flavor profile.

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23 41. Such a claim is misleading and deceptive because this entity – Agri-Cert – is not authorized
24 to, nor possesses the capabilities to, ensure that Defendant’s products meet the specifications of San
25 Marzano Tomatoes.

26 42. Defendant’s back labels tout its purported connection to the Agro Sarnese Nocerino area,
27 the region where real, DOP certified San Marzano Tomatoes are grown.

28 43. Defendant’s map purportedly shows the area where its tomatoes are grown and canned:

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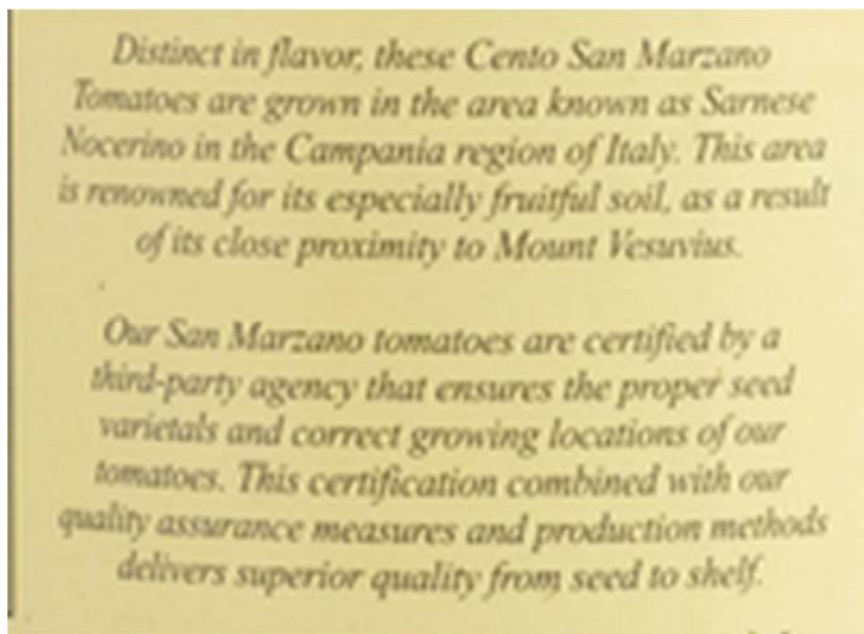
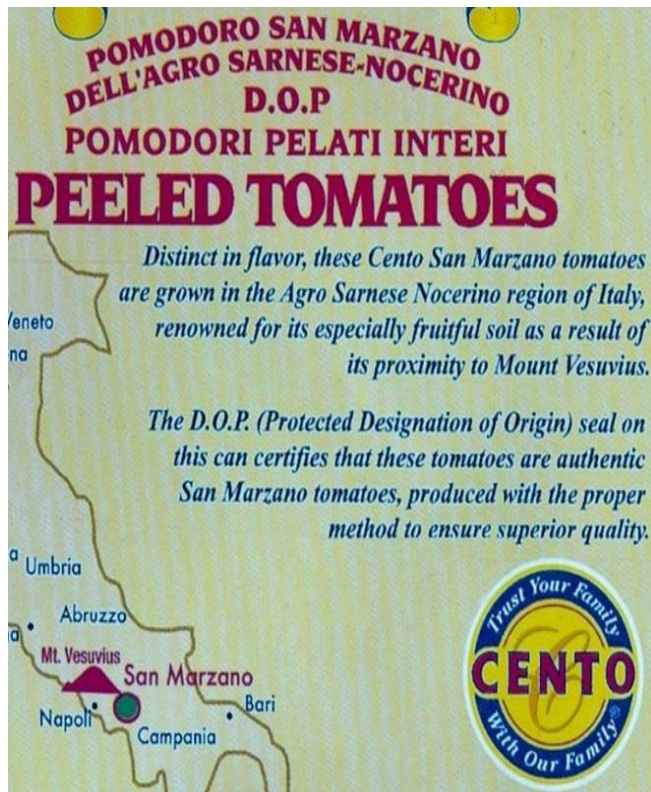
Distinct in flavor, these Cento San Marzano Tomatoes are grown in the area known as Sarnese Nocerino in the Campania region of Italy. This area is renowned for its especially fruitful soil, as a result of its close proximity to Mount Vesuvius.

Our San Marzano tomatoes are certified by a third-party agency that ensures the proper seed varieties and correct growing locations of our tomatoes. This certification combined with our quality assurance measures and production methods delivers superior quality from seed to shelf.

44. Up until around 2011, Defendant was a participant in the Consortium, as seen on its labels

1 at that time. Around 2011, Cento was ejected from the Consortium for committing fraud.

2 45. The 2011 label for Cento San Marzanos pictured below on the left is similar to the current
 3 label pictured below on the right:



46. The 2011 label reads, “The D.O.P. (Protected Designation of Origin) seal on this can

1 certifies that these tomatoes are authentic San Marzano tomatoes, produced with the proper method to
2 ensure superior quality.”

3 47. The current label reads, “Our San Marzano tomatoes are certified by an independent third-
4 party agency that ensures the proper seed varieties and correct growing locations of our tomatoes. This
5 certification combined with our quality assurance measures and production methods delivers superior
6 quality from seed to shelf.”

7 48. In 2010, Italian police in Solarno obtained a criminal search warrant and raided Cento’s
8 Italian operations, including corporate alter egos Alanric Food, Italian partner or subsidiary Solania s.r.l.,
9 and Italian manager Giuseppe Napoletano, for distributing peeled tomatoes bearing counterfeit DOP
10 labeling.

11 49. The investigation uncovered “144,000 cans” of tomatoes “with the brand label Cento” that
12 had been falsely labeled “San Marzano DOP tomato” or “San Marzano DOP organic tomato.”

13 50. Napoletano was found to have forged the signatures of tomato farmers and repeatedly
14 committed fraud in order to obtain false certifications.

15 51. On May 15, 2019, the Court of Nocera Inferiore found Giuseppe Napoletano and his father,
16 Eugenio Napoletano, “guilty of the crime they were charged with.”

17 52. Napoletano and his father were found guilty of criminal fraud, had fines imposed upon them,
18 and were given 26-month suspended sentences.

19 53. Defendant continued to do business with Napoletano despite his criminal fraud conviction,
20 and instead embarked on the current scheme, which is to continue to sell fake San Marzano tomatoes, but
21 with a fake “certification” by a captive “certifier” that will certify its substandard tomatoes for money.

22 54. In 2022, journalists from RAI 3, an Italian government-owned national public broadcaster,
23 came to the U.S. to investigate “where the real DOP San Marzano tomatoes end up once they cross the
24 Atlantic, and how there can be so many brands masquerading as ‘San Marzano Tomatoes’ in US grocery
25 stores.”⁸

26 55. The investigation revealed that “[m]any of the brands labeled ‘San Marzano Tomatoes’ here
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28 ⁸ *San Marzano Tomatoes: Rai 3 Reports Fraud in the U.S.*, Gustiamo (February 3, 2023), available at:
<https://www.gustiamo.com/gustiblog/san-marzano-tomatoes-rai-3-reports-fraud-in-the-us/>.

1 in the US are illegal to sell in Europe.” *Id.*

2 56. Further, the investigation proved “**the biggest offender is the omnipresent brand Cento.**
3 **While their plum-shaped tomatoes are grown in Italy, they are not DOP-certified San Marzano**
4 **tomatoes. That’s despite the large ‘CERTIFIED’ lettering on their packaging.” *Id.***

5 57. “It’s illegal to sell these brands in Europe, since they intentionally mislead consumers.” *Id.*

6 58. “Beyond the deception, fake San Marzano tomatoes sabotage Italian farmers making the
7 real thing. Gustarosso’s founder and president Eduardo Ruggiero says as little as 5% of tomatoes labeled
8 ‘San Marzano’ in the US are real DOP San Marzanos.” *Id.*

9 59. “This is hugely harmful to business such as Gustarosso trying to sell an honest product.” *Id.*

10 **VI. THE LABELING OF CENTO SAN MARZANOS IS MISLEADING.**

11 60. Competitor brands in the middle and right columns below are actually certified by the
12 relevant authority, the Consortium, and are labeled as “San Marzano Tomato of Agro Sarnese-Nocerino
13 Area”:



23 61. Competitor brands adjacent to Defendant’s on grocery shelves, are labeled as certified
24 through the acronym, “D.O.P.”

25 62. Cento San Mazanos, pictured in the left column above, are misleading because, aside from
26 not being real San Marzano Tomatoes, they are marketed as such adjacent to authentic San Marzano
27 Tomatoes.

28 63. Where two similarly labeled products are situated in the same category or section of a store

1 and their representations as to quality and fill are identical, yet the former is lacking the quantity of the
2 characterizing ingredient (San Marzano Tomatoes) or qualities (higher ratio of flesh, fewer seeds, firmer
3 flesh, less water), the reasonable consumer will be deceived.

4 64. Accordingly, the reasonable consumer will and does pay more money for the inferior former
5 product under the false impression that it contains Consortium certified San Marzano tomatoes.

6 65. The labeling and appearance of the Cento San Marzanos creates an erroneous impression
7 that they contain DOP certified San Marzano Tomatoes of equivalent quality to those bearing certification
8 by the relevant body, the Consortium.

9 66. The proportion of this component has a material bearing on price or consumer acceptance
10 of Cento San Marzanos because they are more expensive and desired by consumers.

11 67. Further, Defendant's website and the Cento San Marzano Amazon page, which Defendant
12 controls, make the following misleading representations, which convey that the product is the famous DOP
13 certified San Marzano tomato grown in the traditional method and certified by and up to the standards of
14 Consorzio di Tutela del Pomodoro San Marzano dell'Agro Sarnese-Nocerino, when in fact, the product
15 does not meet that standard:

- 16 • "San Marzano Certified"
- 17 • "America's Favorite San Marzano Tomato"
- 18 • "San Marzano tomatoes are widely recognized by top chefs, Italian cooks and food aficionados as
19 the gold standard for taste."
- 20 • "At Cento, we go to great lengths in monitoring our planting, growing and harvesting processes to
21 ensure our tomatoes retain the world-renowned flavor that makes them so special."
- 22 • "The rich volcanic soil, high water table and ideal Mediterranean microclimate all combine to make
23 San Marzano tomatoes the premier choice for any recipe."
- 24 • "Certified by an independent E.U. approved US accepted third-party agency under UNI EN ISO
25 22005:20008 for supply chain and product traceability."
- 26 • "Cento Certified San Marzano Tomatoes are still grown in the traditional method: once the
27 seedlings have matured, the plants are moved to the fields where they are hand-tied to wooden
28 poles. When the tomatoes are vine-ripened, they are picked by hand and ultimately steam peeled
and canned for your enjoyment all year long."
- "UNMATCHED CERTIFICATION"
- "Here at Cento, we put our San Marzano Tomatoes through a rigorous set of certification stages to
ensure premium quality and authenticity. Year after year we continue to raise the bar for this
coveted tomato variety."

- 1 • “Cento Certified San Marzano Tomatoes have always been, and continue to be grown and produced
2 in the area known as Sarnese Nocerino of Italy. They continue to follow the same premium-quality
3 standards that Cento has always stood by, the standards that made us the leading brand in the United
4 States for San Marzano tomatoes.”
- 5 • “This ensures shoppers aren’t misled by non-genuine products who use the San Marzano name in
6 their products, which, without following the strict criteria, may be inferior quality or contain a
7 different flavor profile.”
- 8 • “San Marzano tomatoes have a strict set of rules and guidelines to follow from harvesting to
9 packing, ensuring consistency and superior quality. Some of these rules and guidelines include:
10
 - 11 ○ The species of tomato seeds that can be used
 - 12 ○ The area in Italy where the tomatoes are grown
 - 13 ○ The size, shape and color once harvested
 - 14 ○ The harvesting process
 - 15 ○ The peeling process
 - 16 ○ The packing process”
- 17 • “Our Cento Certified San Marzano Tomatoes are certified by one of the largest third party certifying
18 body in the European Union.”
- 19 • “Cento Fine Foods recognizes the importance of providing only premium quality authentic Italian
20 products, so we take these guidelines to the next level with our own proprietary set of standards and
21 processes.”
- 22 • “Cento Fine Foods is the only United States brand with its own facility in the Sarnese Nocerino area
23 of Italy. This ensures that we can monitor and control all steps of the harvesting, planting, growing,
24 picking and packaging processes.”
- 25 • “San Marzano tomatoes are regulated and certified authentic by an independent third party, Agri-
26 Cert, using the guidelines created to regulate San Marzano tomatoes in Italy. These guidelines were
27 created to help differentiate a true San Marzano tomato that follows the criteria from other varietal
28 Italian tomatoes grown outside the designated region or domestically. This ensures shoppers aren’t
misled by non-genuine products who use the San Marzano name in their products, which, without
following the strict criteria, may be inferior quality or contain a different flavor profile.”

68. Had Plaintiffs and Class members known the truth about Cento San Marzanos, they would not have bought them or would have paid less for them.

69. As a result of the false and misleading labeling, Cento San Marzanos are sold at premium prices compared to other similar products represented in a non-misleading way.

25 VII. PLAINTIFFS’ PURCHASES OF CENTO SAN MARZANOS

26 70. Plaintiff Mike Andrich repeatedly purchased Cento San Marzanos during the class period.
27 He bought Cento San Marzanos approximately 3-4 times annually during the class period, and his most
28 recent purchase occurred at Claro’s Italian Market in La Habra in late 2024 or early 2025.

71. Plaintiff Natalie Gianne purchased Cento San Marzanos approximately 10 times in 2022-

1 2023. Her most recent purchases were at Pavillions and Whole Foods in 2023.

2 72. In deciding to purchase Cento San Marzanos, Plaintiffs relied on Defendant’s deceptive
3 certification claims and the natural assumption that products available for purchase at retail locations and
4 online would not be marketed with misleading claims.

5 73. Because Plaintiffs expected these statements to be true and honest, but they were not,
6 Plaintiffs did not receive the benefit of their purchases.

7 **VIII. RELIANCE AND INJURY**

8 74. When purchasing Cento San Marzanos, Plaintiffs were seeking products of particular
9 qualities, including products were the famous San Marzano tomato grown in the traditional method and
10 certified by and up to the standards of Consorzio di Tutela del Pomodoro San Marzano dell’Agro Sarnese-
11 Nocerino.

12 75. Plaintiffs read and relied on, for their Cento San Marzanos, the product’s packaging and
13 Defendants deceptive certification claims described herein, which were substantial factors in their
14 purchases.

15 76. Plaintiffs purchased Cento San Marzanos believing the products had the qualities they
16 sought based on the product’s deceptive labeling and the natural assumption that products sold in stores
17 and online by large companies would deliver advertised benefits, such as those touted on the packaging of
18 Cento San Marzanos. The purchased products were instead unsatisfactory for the reasons described herein.

19 77. Plaintiffs purchased Cento San Marzanos instead of competing products based on the false
20 statements and misrepresentations described herein.

21 78. Plaintiffs suffered economic injury when they purchased Cento San Marzanos because the
22 products did not provide the advertised benefits, and Plaintiffs would not have purchased Cento San
23 Marzanos, or would have paid less for them, absent Defendant’s deceptive and unlawful conduct.

24 79. Plaintiffs would consider purchasing Cento San Marzanos in the future if they could do so
25 with assurance that the product would deliver the advertised benefits.

26 **IX. DEFENDANT’S PRACTICES WERE “UNFAIR” WITHIN THE MEANING OF THE**
27 **CALIFORNIA UNFAIR COMPETITION LAW.**

28 80. Defendant’s practices as described herein are “unfair” within the meaning of the California

1 Unfair Competition Law because their conduct is immoral, unethical, unscrupulous, and substantially
2 injurious to consumers, and the utility of this conduct to Defendant does not outweigh the gravity of the
3 harm to Defendant’s victims.

4 81. In particular, while Defendant’s use of fraudulent advertising to sell an unlawful product
5 may have had some utility to Defendant in that it allows it to realize higher profit margins than if it did not
6 use fraudulent advertising tactics, this utility is small and far outweighed by the gravity of the economic
7 harm Defendant inflicts upon consumers. Further, the injury to consumers from Defendant’s practices is
8 substantial, not outweighed by benefits to consumers or competition, and not an injury that consumers
9 themselves could reasonably have avoided.

10 **X. DEFENDANT’S PRACTICES WERE “UNLAWFUL” WITHIN THE MEANING OF**
11 **THE CALIFORNIA UNFAIR COMPETITION LAW.**

12 82. Defendant’s conduct described herein also violates multiple provisions of California law
13 including, *inter alia*:

- 14 • **Civ. Code § 1770(a)**, prohibiting misleading practices in relation to the sale of goods;
- 15 • **Bus. & Prof. Code § 17500 *et seq.***, prohibiting false or misleading advertising;
- 16 • **Bus. & Prof. Code § 17200 *et seq.***, prohibiting fraudulent, unfair, and unlawful business activity.

17 83. The fraudulent marketing and advertising of Cento San Marzanos constitutes a violation of
18 the CLRA and False Advertising Law and, as such, violated the “unlawful” prong of the UCL.

19 84. Defendant’s unlawful acts allowed it to sell more units of Cento San Marzanos than it would
20 have otherwise, and at a higher price and higher margin.

21 85. In accordance with Cal. Bus. & Prof. Code § 17203, Plaintiffs seek an order enjoining
22 Defendant from continuing to conduct business through unlawful, unfair, and/or fraudulent acts and
23 practices and requiring Defendant to commence a corrective advertising campaign.

24 86. Plaintiffs also seek an order for the disgorgement and restitution of all revenue received by
25 Defendant from the sale of Cento San Marzanos.

26 **XI. DELAYED DISCOVERY**

27 87. Plaintiffs did not discover that Defendant’s behavior was deceptive, unfair, and unlawful
28 until March 2025, when they learned that Defendants had been selling Cento San Marzanos in violation
of California law for years. Until this time, they lacked the knowledge regarding the facts of their claims

1 against Defendants.

2 88. Plaintiffs are reasonably diligent consumers who exercised reasonable diligence in their
3 purchase, use, and consumption of Cento San Marzanos. Nevertheless, they would not have been able to
4 discover Defendant's deceptive, unfair, and unlawful practices and lacked the means to discover them
5 given that, like nearly all consumers, they are not experts on food certifications or California law
6 pertaining to the marketing of food products.

7 **XII. ADDITIONAL TOLLING ALLEGATIONS**

8 89. At all relevant times, Defendant was aware that its marketing of Cento San Marzanos
9 violated California law.

10 90. As a food producer and importer, Defendant had a continuing and affirmative moral and
11 legal obligation to refrain from marketing and selling products bearing deceptive and misleading labels.

12 91. Plaintiffs and Class members had no duty and no reason to inquire as to whether Cento San
13 Marzanos were marketed with deceptive claims. California, as a matter of economic regulation, places the
14 burden of ensuring that advertising is not deceptive on manufacturers, distributors, and sellers of food
15 products, not the general public.

16 92. Reasonable consumers, including Plaintiffs, had no reason to suspect Defendant's unfair
17 competition and deceptive advertising and labeling.

18 93. Defendant owed a special duty to Plaintiffs and all Class Members, akin to a fiduciary duty,
19 which they violated by marketing the Cento San Marzanos with deceptive certification claims.

20 94. During the entire Class Period, Defendant was aware that its conduct was oppressive and
21 cruel, causing economic injury, yet consciously continued these acts for years while knowing the extent of
22 the harm they were causing. Equity and the public policy of California, embodied in its statutes, jointly
23 demand, in such circumstance, that laches and tolling cannot apply in such a way to permit Defendant to
24 continue to enjoy the fruits of their intentional, cruel, oppressive, and unlawful acts.

25 95. The claims in this case were also equitably tolled by the pendency of other litigation.

26 96. The claims in the case were also tolled by the fraudulent acts of Defendants, as described
27 herein.

1 **XIII. CLASS ACTION ALLEGATIONS**

2 97. Plaintiffs bring this action on behalf of themselves, and all others similarly situated (the
3 “Class”), excluding Defendant’s officers, directors, and employees, and the Court, its officers and their
4 families.

5 98. The Class is defined as:

6 All residents and citizens of the United States who purchased Cento San Marzanos in the United
7 States for their own personal or household use, and not for resale, from January 1, 2016 to the
8 present.

8 99. Common questions include:

- 9 a. Whether Defendant communicated deceptive messages through Cento San Marzanos’
10 labeling, packaging, website, and Amazon page;
- 11 b. Whether those messages were material, or likely to be material, to a reasonable consumer;
- 12 c. Whether those messages were false, at variance with the truth, misleading, likely to deceive,
13 and/or had the capacity to deceive the public and/or a reasonable consumer;
- 14 d. Whether Defendant fraudulently omitted material information in advertising Cento San
15 Marzanos as authentic San Marzano tomatoes;
- 16 e. Whether Defendant sold and distributed Cento San Marzanos to the public in misleading
17 packaging that was likely to deceive the public;
- 18 f. Whether Defendant’s advertising for Cento San Marzanos violated the CLRA and False
19 Advertising Law;
- 20 g. Whether Class members are entitled to restitution and/or damages;
- 21 h. Whether Class members are entitled to an injunction and, if so, its terms; and

20 100. The Class is sufficiently numerous, as it includes thousands of individuals who purchased
21 Cento San Marzanos in California during the Class Period.

22 **XIV. CAUSES OF ACTION**

23 **First Cause of Action**

24 **Unfair Competition Law, Unlawful Prong**

25 **Bus. & Prof. Code §§ 17200, et seq.**

26 101. In this and every cause of action, Plaintiffs reallege and incorporate the preceding
27 allegations as if fully set forth herein.

28 102. The acts, omissions, misrepresentations, practices, and non-disclosures of Defendant as
alleged herein constitute “unlawful” business acts and practices in that Defendant’s conduct violates the

1 California False Advertising Law, and the California Consumer Legal Remedies Act, as alleged herein.

2 103. Defendant’s conduct also violates other provisions of California law including, *inter alia*:

- 3 • **Civ. Code § 1770(a)**, prohibiting misleading practices in relation to the sale of goods;
4 • **Bus. & Prof. Code § 17500 *et seq.***, prohibiting false or misleading advertising;
5 • **Bus. & Prof. Code § 17200 *et seq.***, prohibiting fraudulent, unfair, and unlawful business
6 activity;

7 104. Defendant leveraged its deception to induce Plaintiffs and members of the Class to purchase
8 products that were of lesser value and quality than advertised.

9 105. Had Plaintiffs known that Cento San Marzanos were not authentic, DOP certified San
10 Marzano tomatoes, Plaintiffs would not have purchased them, or would have paid less for them.

11 106. Plaintiffs suffered injury in fact and lost money or property as a result of Defendant’s
12 deceptive advertising: they were denied the benefit of the bargain when they decided to purchase Cento
13 Marzano over competing products, which are less expensive, and do not make misleading or false claims
14 on their packaging.

15 107. Cento’s unlawful acts allowed it to sell more units of Cento San Marzanos than it would
16 have otherwise, and at a higher price, and higher margin.

17 108. Had Plaintiffs been aware of Defendant’s false and misleading advertising tactics, they
18 would not have purchased Cento San Marzanos, and had Defendant not advertised Cento San Marzanos in
19 a fraudulent manner, Plaintiffs would have paid less for them.

20 109. In accordance with Cal. Bus. & Prof. Code § 17203, Plaintiffs seek an order enjoining
21 Defendant from continuing to conduct business through unlawful, unfair, and fraudulent acts and practices
22 described herein, requiring Defendant to commence a corrective advertising campaign, and awarding the
23 class restitution of all monies Defendant obtained from the sale of Cento San Marzanos. Plaintiffs have no
24 adequate remedy at law.

25 **Second Cause of Action**

26 **Unfair Competition Law, Fraudulent Prong**

27 **Bus. & Prof. Code §§ 17200, *et seq.***

28 110. Cal. Bus. & Prof. Code § 17200 prohibits any “unlawful, unfair or fraudulent business act
or practice.”

1 111. The acts, omissions, misrepresentations, practices, and non-disclosures of Cento as alleged
2 herein constitute “fraudulent” business acts and practices in that Defendant’s conduct has a likelihood,
3 capacity or tendency to deceive Plaintiffs, the Class, and the general public.

4 112. Cento leveraged its deception to induce Plaintiffs and members of the Class to purchase
5 products that were of lesser value and quality than advertised.

6 113. Plaintiffs suffered injury in fact and lost money or property as a result of Cento’s deceptive
7 advertising: they were denied the benefit of the bargain when they decided to purchase Cento San Marzanos
8 over competing products, which are less expensive and do not make misleading claims on their packaging.

9 114. Had Plaintiffs been aware of Cento’s false and misleading advertising tactics, they would
10 not have purchased Cento San Marzanos, and had Defendant not advertised them in a fraudulent manner,
11 Plaintiffs would have paid less for them.

12 115. In accordance with Cal. Bus. & Prof. Code § 17203, Plaintiffs seek an order enjoining
13 Defendant from continuing to conduct business through unlawful, unfair, and fraudulent acts and practices,
14 requiring Cento to commence a corrective advertising campaign, and awarding the class restitution of all
15 monies Defendant obtained from the sale of Cento San Marzanos. Plaintiffs have no adequate remedy at
16 law.

17 **Third Cause of Action**

18 **Unfair Competition Law, Unfair Prong**

19 **Bus. & Prof. Code §§ 17200, *et seq.***

20 116. The acts, omissions, misrepresentations, practices, and non-disclosures of Defendant as
21 alleged herein constitute “unfair” business acts and practices because:

- 22 • Defendant’s conduct is immoral, unethical, unscrupulous, and offends public policy;
23 • the gravity of Defendant’s conduct outweighs any conceivable benefit of such conduct; and
24 • the injury to consumers caused by Defendant’s conduct is substantial, not outweighed by
25 any countervailing benefits to consumers or competition, and not one that consumers
themselves could reasonably have avoided.

26 117. In accordance with Cal. Bus. & Prof. Code § 17203, Plaintiffs seek an order enjoining
27 Defendant from continuing to conduct business through unlawful, unfair, and fraudulent acts and practices;
28 requiring Defendant to commence a corrective advertising campaign; and awarding the class restitution of

1 all monies Defendant obtained from the sale of Cento San Marzanos. Plaintiffs have no adequate remedy
2 at law.

3 **Fourth Cause of Action**

4 **Consumer Legal Remedies Act**

5 **Civil Code §§ 1750, *et seq.***

6 118. The CLRA prohibits deceptive practices in connection with the conduct of a business that
7 provides goods, property, or services primarily for personal, family, or household purposes.

8 119. Defendant’s policies, acts and practices were designed to, and did, result in the purchase
9 and use of Cento San Marzanos for personal, family, or household purposes, and violated and continue to
10 violate the following sections of the CLRA:

- 11 • **Civil Code § 1770(a)(5)**, representing that goods have characteristics, uses, or benefits
12 which they do not have;
- 13 • **Civil Code § 1770(a)(7)**, representing that goods are of a particular standard, quality, or
14 grade if they are of another;
- 15 • **Civil Code § 1770(a)(9)**, advertising goods with intent not to sell them as advertised; and
- 16 • **Civil Code § 1770(a)(16)**, representing the subject of a transaction has been supplied in
17 accordance with a previous representation when it has not.

18 120. As a result, Plaintiffs, the Class, and the general public are entitled to injunctive and
19 equitable relief, restitution, and an order for the disgorgement of the funds by which Defendant were
20 unjustly enriched.

21 121. As a further result, Plaintiffs and the Class have suffered damages, and because the conduct
22 was deliberate, immoral, oppressive, made with malice and contrary to public policy, they are entitled to
23 punitive or exemplary damages.

24 122. Pursuant to section 1782 *et seq.* of the CLRA, Plaintiffs notified Defendant in writing by
25 certified mail of the particular violations of § 1770 of the Act as to Cento San Marzanos and demanded
26 that Defendant rectify the problems associated with the actions detailed above and give notice to all affected
27 consumers of its intent to so act.

28 123. Defendant received Plaintiffs’ written notice on or around April 1, 2025.

PRAYER FOR RELIEF

124. WHEREFORE, Plaintiffs, on behalf of themselves, all others similarly situated, and the

1 general public, pray for judgment against Defendant as follows:

- 2 a) An order confirming that this class action is properly maintainable as a class action as defined
- 3 above, appointing Plaintiffs Mike Andrich and Natalie Gianne and their undersigned counsel to
- 4 represent the Class, and requiring Defendant to bear the cost of class notice;
- 5 b) An order requiring Defendant to pay \$500 in restitution, damages, punitive damages, and interest
- 6 to each Plaintiff;
- 7 c) An order requiring Defendant to pay \$25,000,000 or a greater amount to be proven at trial in
- 8 restitution to Class members, and \$10,000 to each Plaintiff as an incentive award, or such greater
- 9 amount the Court deems fair and reasonable;
- 10 d) An order requiring Defendant to disgorge any benefits received from Plaintiffs and its unjust
- 11 enrichment realized as a result of its improper and misleading advertising, marketing, sale, and
- 12 distribution of Cento San Marzanos;
- 13 e) An order awarding Plaintiffs and the Class actual and punitive damages;
- 14 f) An Order declaring the conduct complained of herein violates the Unfair Competition Law;
- 15 g) An order requiring Defendant to cease and desist its deceptive, unconscionable, fraudulent, and
- 16 unlawful practices;
- 17 h) An order requiring Defendant to engage in a corrective advertising campaign;
- 18 i) An award of prejudgment and post judgment interest;
- 19 j) An award of attorney fees and costs of \$500,000, or such greater amount the Court awards as fair
- 20 and reasonable; and
- 21 k) Such other and further relief as this Court may deem just, equitable or proper.

22 **XV. NO JURY DEMAND**

23 Plaintiffs do not demand a jury trial.

24 DATED: May 4, 2026

Respectfully Submitted,

25 s/ Gregory S. Weston
26 **THE WESTON FIRM**
GREGORY S. WESTON
27 **Counsel for Plaintiffs**