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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

SONDRA MORRIS and KRISTIN
TSUCHIMOTO, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

MATCHABAR, INC.,

Defendant.

Case No. '26CV2126 RBM SBC

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Sondra Morris and Kristin Tsuchimoto (“Plaintiffs”) bring this action
2 on behalf of themselves and all others similarly situated against MatchaBar, Inc.
3 (“Defendant”). Plaintiffs make the following allegations based on the investigation
4 of their counsel and on information and belief, except as to the allegations pertaining
5 to Plaintiffs individually, which are based on personal knowledge.

6 **NATURE OF THE ACTION**

7 1. Plaintiffs bring this class action lawsuit on behalf of themselves, and all
8 others similarly situated who purchased Defendant’s MatchaBar Ceremonial Grade
9 Matcha Powder (the “Products”).¹ As discussed herein, the Products were mislabeled
10 as “ceremonial grade” matcha, when they were not of that grade or quality.

11 2. Defendant is a matcha company that sells its matcha products through
12 its website, matchabar.co and other third-party retail websites, such as Amazon.com.

13 3. In recent years, matcha has taken off in popularity in Western markets,
14 sparking social media trends as well as shortages.² Defendant also makes its matcha
15 powder Products available for sale online for consumers to enjoy at home.

16 4. Defendant markets, labels, advertises, and sells its Products to
17 consumers with packaging and online product listings prominently representing that
18 the Products are “ceremonial grade” matcha (the “Ceremonial Grade
19 Representation”).

20 5. Reasonable consumers believe, based on the Ceremonial Grade
21 Representation, that the Products are of the highest quality, as compared to other
22 matcha, and fit for use in a Japanese tea ceremony, also known as “sa-dou” (茶道).
23 However, unbeknownst to consumers, and confirmed by independent testing, the

24 _____
25 ¹ Discovery may reveal additional products come under the scope of this Complaint.
26 Plaintiffs reserve the right to amend the Complaint in the future to add additional
substantially similar Products.

27 ² THE ATLANTIC. *The Matcha Problem*.
28 <https://www.theatlantic.com/culture/2025/11/matcha-shortage-food-trend/684934/>.
November 17, 2025 (last accessed February 26, 2026).

1 Products are of an inferior quality as compared to other matcha. The Products are *not*
2 of a quality or grade that would be sufficient for use in a Japanese tea ceremony, and
3 they are therefore *not* “ceremonial grade.”

4 6. Plaintiffs seek relief in this action individually and on behalf of all other
5 similarly situated individuals who purchased the falsely and deceptively labeled
6 Products during the statute of limitations period, for violations of California’s False
7 Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.*, California’s Unfair
8 Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, California’s Consumers
9 Legal Remedies Act, Cal. Civ. Code § 1a750, *et seq.*, breach of express warranty,
10 and intentional misrepresentation.

11 **PARTIES**

12 7. Plaintiff Morris is a California citizen currently residing in San Diego,
13 California.

14 8. On February 22, 2025, Plaintiff Morris purchased Defendant’s
15 MatchaBar Ceremonial Grade Matcha Powder from Amazon.com. Plaintiff saw and
16 relied on the Ceremonial Grade Representation on the Products’ packaging and
17 product listing in making her purchase. Plaintiff reasonably believed, based on the
18 Ceremonial Grade Representation, that she was purchasing matcha of the highest
19 quality, fit to be used in a Japanese tea ceremony, and this belief was a fundamental
20 part of her decision to purchase the Product. Had Plaintiff known that the Product
21 was of inferior quality and not of the grade and quality represented, she would not
22 have purchased it, or she would have paid less for it. Thus, Plaintiff has suffered
23 injury and lost money as a result of Defendant’s misleading, false, unfair, and
24 deceptive practices, as alleged herein.

25 9. Plaintiff will be unable to rely on the Products’ Ceremonial Grade
26 Representation in the future as she will be unable to determine the true quality of the
27 Products absent testing, and so will be unable to purchase the Products in the future,
28 although she would like to. However, Plaintiff remains interested in purchasing

1 matcha products that are truly ceremonial grade, intends on purchasing them in the
2 future, and would consider purchasing Defendant's Products in the future if
3 Defendant ensured that the Ceremonial Grade Representation was accurate and
4 truthful.

5 10. Plaintiff Tsuchimoto is a California citizen currently residing in Santa
6 Monica, California.

7 11. On October 11, 2023, Plaintiff Tsuchimoto purchased Defendant's
8 MatchaBar Ceremonial Grade Matcha Powder from Amazon.com. Plaintiff saw and
9 relied on the Ceremonial Grade Representation on the Products' packaging and
10 product listing in making her purchase. Plaintiff reasonably believed, based on the
11 Ceremonial Grade Representation, that she was purchasing matcha of the highest
12 quality, fit to be used in a Japanese tea ceremony, and this belief was a fundamental
13 part of her decision to purchase the Product. Had Plaintiff known that the Product
14 was of inferior quality and not of the grade and quality represented, she would not
15 have purchased it, or she would have paid less for it. Thus, Plaintiff has suffered
16 injury and lost money as a result of Defendant's misleading, false, unfair, and
17 deceptive practices, as alleged herein.

18 12. Plaintiff will be unable to rely on the Products' Ceremonial Grade
19 Representation in the future as she will be unable to determine the true quality of the
20 Products absent testing, and so will be unable to purchase the Products in the future,
21 although she would like to. However, Plaintiff remains interested in purchasing
22 matcha products that are truly ceremonial grade, intends on purchasing them in the
23 future, and would consider purchasing Defendant's Products in the future if
24 Defendant ensured that the Ceremonial Grade Representation was accurate and
25 truthful.

26 13. Defendant MatchaBar, Inc. is a Delaware corporation headquartered in
27 Brooklyn, New York.

JURISDICTION AND VENUE

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2 14. This Court has jurisdiction over this action pursuant to the Class Action
3 Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332(d)(2). The matter in controversy,
4 exclusive of interest and costs, exceeds the sum or value of \$5,000,000, and there is
5 diversity of citizenship between some members of the proposed Classes and
6 Defendant.

7 15. This Court has personal jurisdiction over Defendant because Defendant
8 sold the Products to consumers in California, including to Plaintiffs. Defendant
9 derives substantial revenue from the sale of its Products in this District and
10 purposefully avails itself to the benefits of conducting business in this District, with
11 knowledge that its Products are being marketed and sold for use here.

12 16. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2)
13 because a substantial part of the events giving rise to Plaintiffs’ claims took place in
14 this District. Specifically, Plaintiff Morris purchased the Products in this District.

FACTUAL ALLEGATIONS

Japanese Chadō and Matcha Grading

17 17. “Sa-dou” (茶道), or “the Way of Tea,” is a Japanese cultural activity
18 involving the ceremonial preparation and presentation of matcha, a powdered green
19 tea.³

20 18. “Combining the Japanese words *matsu*, ‘to rub, to daub, to paint,’ and
21 *cha*, ‘tea,’ matcha is grown according to strict rules. Matcha must be taken from
22 shade-grown tea plants, which have heightened levels of chlorophyll and have a
23 bright green colour. Only the buds and top three layers of the young tea plant,
24 *camellia sinensis*, are harvested. The tea leaves are steamed to halt the oxidation
25 process, then deveined and ground in stone mills. Because of such laborious and
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27 ³ Surak, Kristin (2013). *Making Tea, Making Japan: Cultural Nationalism in*
28 *Practice*. Stanford: Stanford University Press. p. 272.

1 exacting production standards, matcha is among the most expensive kinds of teas on
2 the market.”⁴

3 19. The following five criteria⁵ are used to evaluate matcha: color, particle
4 size, foaming, foam color, and taste.

5 (a) **Color.** A bright, vivid green color indicates high quality. Bluish-
6 black hues indicate larger particle size and/or the use of older or
7 hardened shoots. Finer grinding generally indicates higher quality,
8 though excessive fineness may produce a slightly white-washed
9 appearance. Insufficient shading during cultivation results in reddish-
10 brown or yellowish hues.

11 (b) **Particle Size.** Fine, uniform particles should spread smoothly and
12 evenly. Course or uneven particles appear grainy and spread poorly.
13 Drag marks or visible large particles indicate inferior quality.

14 (c) **Foam.** High-quality matcha produces abundant, fine, and stable
15 foam. Course particles or hardened leaf material result in poor or
16 unstable foaming.

17 (d) **Foam Color.** Bright, vivid green foam is desirable. Dark, bluish-
18 black, reddish, or whitewashed foam indicates poor quality. Insufficient
19 foam formation may result in a darker overall appearance.

20 (e) **Taste.** High-quality matcha should have a smooth, almost
21 “dissolved” mouthfeel. A complex and deep aroma in which matcha’s
22 characteristic fresh green notes, natural sweetness, toasty nuances, and
23 rich umami are harmoniously balanced. Minimal bitterness and a clean
24 finish. Meanwhile, negative indicators include: grittiness caused by
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26 ⁴ McNamee, Gregory Lewis. “Matcha.” *Encyclopedia Britannica*. 10 Aug. 2025.
27 <https://www.britannica.com/topic/matcha>. Accessed January 12, 2026.

28 ⁵ “Matcha Sensory Evaluation Methodology.” *O-Macha*. <https://tinyurl.com/omacha>.
Accessed February 25, 2026.

1 coarse or uneven particles; grassy or raw odors from hardened leaves;
2 burnt or bitter notes resulting from over-grinding or excessive heat
3 during milling; loss of aroma due to improper processing or storage.

4 ***The Term “Ceremonial Grade”***

5 20. In Japan, the term “ceremonial grade” is not used to describe or grade
6 matcha. However, in the United States, the term holds substantial weight for
7 consumers: it is ubiquitously used to indicate that a particular matcha is of the
8 highest quality, fit for use in a Japanese tea ceremony.

9 21. In the United States, matcha producers typically describe their products
10 as either “ceremonial grade,” “daily grade” (sometimes also referred to as “café,”
11 “latte,” or “barista” grade), or “culinary grade.”

12 22. “Matcha green tea powder is placed into one of these three categories
13 based on where the green tea plants are grown, how they are cultivated, the tea
14 leaves’ harvest period (or season), and the manufacturing process. These factors, in
15 turn, impact color, texture, nutritional composition, taste, ultimate use, and the
16 overall quality of green tea powder produced.”⁶

17 23. These grades are defined in consistent ways by different matcha
18 producers, often with accompanying graphics illustrating the differences between
19 grades. *See* Figures 1-3. In all cases, “ceremonial grade” is designated as the highest
20 quality matcha on the market and therefore fit to use in a Japanese tea ceremony.

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27 ⁶ Hadjipateras, Elara. “Quality & Different Grades of Matcha Green Tea Powder.”
28 *Matcha.com*. <https://matcha.com/blogs/news/a-guide-to-different-matcha-grades-and-categories>. Accessed January 9, 2026.

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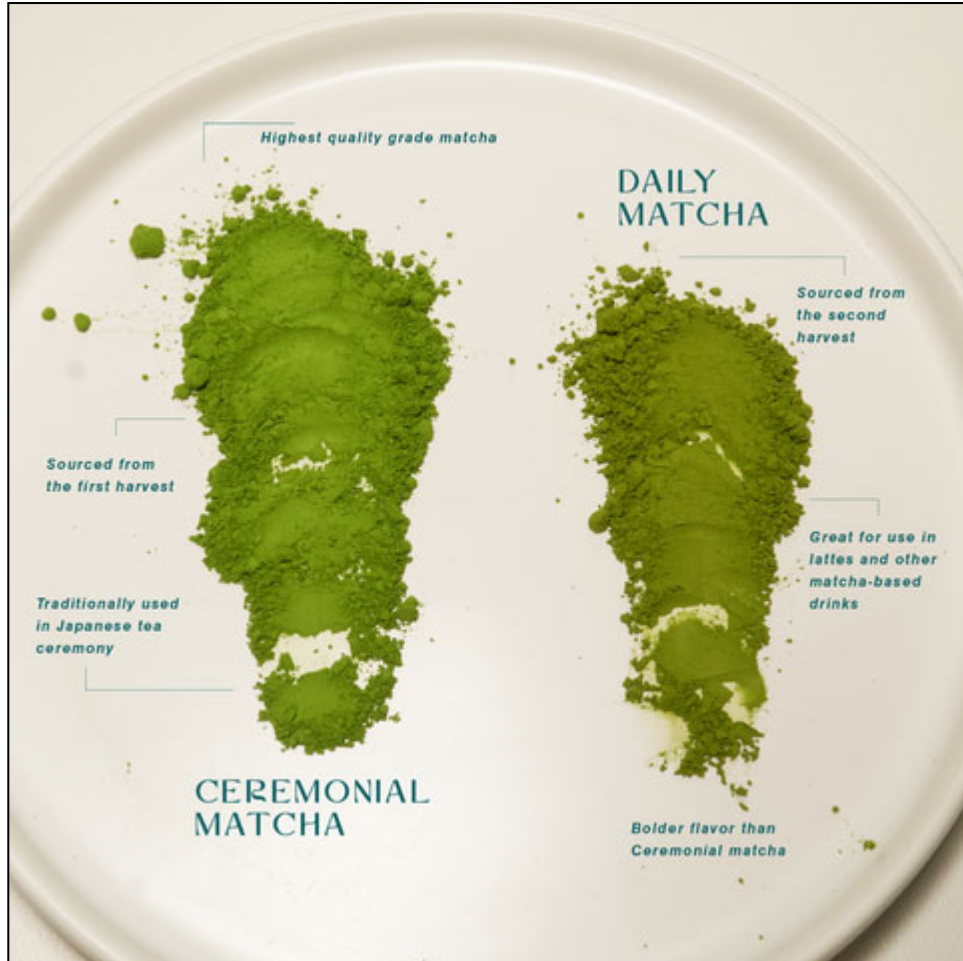


Figure 1, defining ceremonial grade as "Traditionally used in Japanese tea ceremony." Yoko Matcha.

CEREMONIAL GRADE MATCHA
Specially prepared in Japanese tea ceremonies, ceremonial-grade matcha is for seekers of the finest quality in their cups. It is made from our highest-grade, organic, spring tea leaves handpicked from the first harvest. Each sip is rich in amino acids (L-Theanine) and antioxidants.

CULINARY GRADE MATCHA
Our culinary-grade organic matcha is a versatile and robust companion in your culinary endeavours. Whether it's for baking, cooking or garnishing, this vibrant matcha brings its own unique qualities to your kitchen creations and enriches them with new dimensions of flavour and colour.

Category	Ceremonial Grade Matcha	Culinary Grade Matcha
AROMA	Earthy, with a delicate honey aroma	Earthy, with a subtle honey aroma
TEA LIQUOR	Bright, vibrant green with velvety foam after whisking	Vibrant green with velvety foam after whisking
TASTING NOTE	Smooth, silky and rich with a harmonious balance of umami and lingering sweetness	Robust, distinct, with rich umami and mild sweetness

Figure 2, defining ceremonial grade as "specifically prepared in Japanese tea ceremonies," along with other qualities. YGGDRASILLEAF.

Three Grades of Encha Organic Matcha

	ceremonial-grade ENCHA	latte-grade ENCHA	culinary-grade ENCHA
HARVEST	premium 1st harvest May in Uji, Japan	1st harvest May in Uji, Japan	premium 2nd harvest late June in Uji, Japan
NUTRITIONAL CONTENT per 1 tsp (2g) serving			
FDA nutrition values	same	same	same
antioxidants: catechins	~ 240mg	~ 240mg	~ 240mg
zenergy: { theanine, caffeine }	~ 24mg ~ 60mg	~ 24mg ~ 60mg	~ 16mg ~ 36mg
			- Lower due to stronger sun exposure
COLOR			
TASTE as pure matcha tea (w. water)	delicately grassy very smooth	mildly grassy smooth	moderately grassy bitter
			 muddy bitter Encha does not select from this range
SUGGESTED USE FOR BEST TASTE			
pure matcha tea (w. water)	eee	ee	e
latte (w. almond, coconut etc. milk)	ee	eee	ee
smoothie or bittersweet latte	e	ee	eee
PRICE PER GRAM	83-77 ¢	52 ¢	38 ¢

KEY

- eee Most recommended by Encha
- ee Good for certain taste preferences
- e If you like it, go for it!

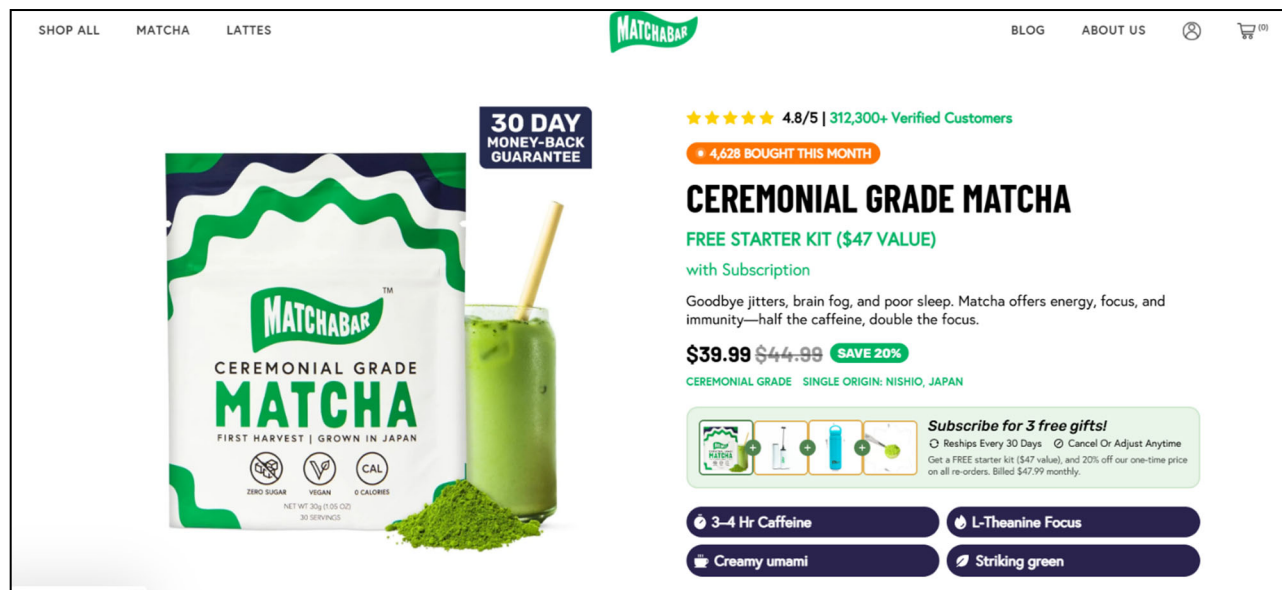
Figure 3, showing ceremonial grade as having the most vibrant green color and picked from "premium 1st harvest."

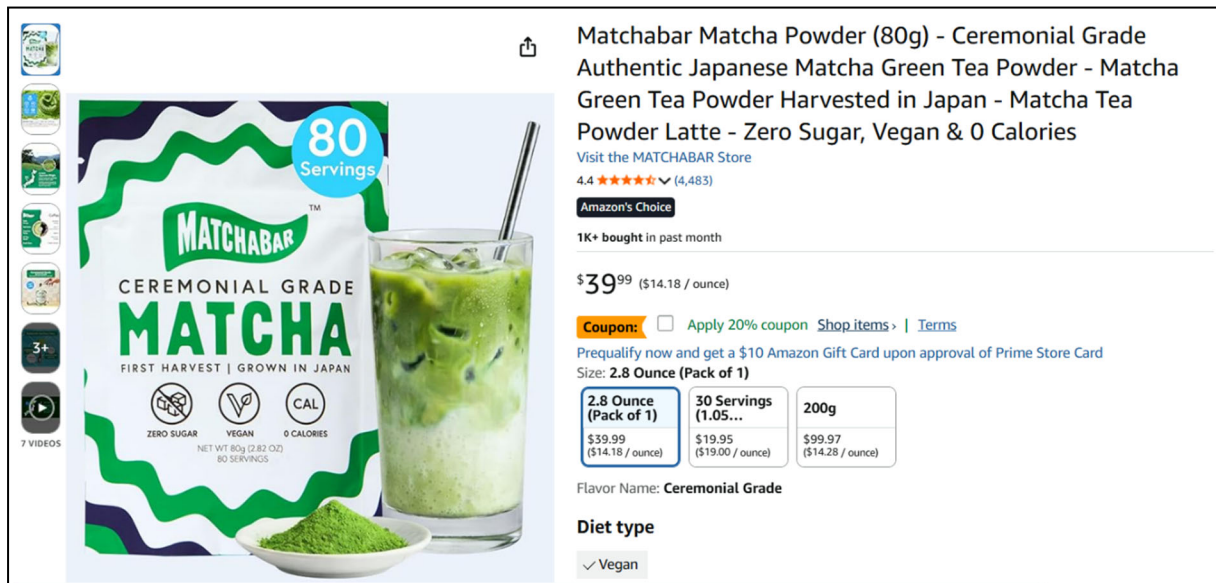
1 24. On December 8, 2025, *Bon Appetit* published a round-up of the best
2 matcha available for consumers, many of which were sourced directly from Japan.
3 Under each product description, *Bon Appetit* designated the “grade” of the matcha.
4 All of the matcha that they tested for drinking were described as “ceremonial grade,”
5 while the matcha that they tested for baking was described as “culinary grade.”

6 25. The term “Ceremonial Grade,” therefore, as used in the industry and
7 media, indicates to Western consumers that matcha is of the highest quality
8 compared to other matcha and is fit for use in Japanese tea ceremonies.

9 ***Defendant Represents Its Products Are “Ceremonial Grade”***

10 26. Defendant represents that its Products are “Ceremonial Grade” on its
11 Website, third party retailers’ websites, such as Amazon, and on the Products’
12 packaging.





27. On Defendant’s Amazon listing, Defendant further emphasizes the purported high quality of its Ceremonial Grade Matcha by stating: “our matcha is certified ceremonial grade by our tea master in Kagoshima, Japan. Our tea master is one of only 15 in the world with a 10th level ‘tea master’ or ‘chashi’ certification, working to craft the smoothest ceremonial grade matcha in the world.”⁷

Defendant’s Representations Are False

28. Defendant’s Ceremonial Grade Representation is false because its matcha is not of the highest quality of tea, the type considered fit for Japanese tea ceremonies.

29. Independent testing by an expert in Japanese tea grading and tea preparation confirmed the lower quality of Defendant’s Products. Using a sensory evaluation methodology adapted from the Kyoto Yamashiro South Agricultural Extension Center’s established matcha evaluation framework, the expert evaluated Defendant’s Product and found that it would be unlikely to be selected for use in formal tea ceremonies due to factors like (1) the lack of the vivid green color

⁷ AMAZON, MATCHABAR MATCHA POWDER, https://www.amazon.com/Matchabar-Ceremonial-Grade-Green-Tea-Matcha-Powder-/dp/B019J9USPO?ref_=ast_sto_dp&th=1.

1 expected of matcha used for traditional Japanese matcha preparation; (2) the
2 existence of a strong yellow hue, slight redness and blue black tones, which may
3 suggest insufficient shading, use of older leaves, processing timing errors, and/or
4 chlorophyll degradation; and (3) bitterness and astringency in taste.

5 30. The testing results confirm that Defendant’s Products do not meet
6 consumer expectations that “ceremonial grade” matcha is of the highest quality.

7 **CLASS ALLEGATIONS**

8 31. Plaintiffs bring this class action pursuant to Fed. R. Civ. P. 23, and all
9 other applicable laws and rules, individually, and on behalf of all members of the
10 following Classes:

11 (a) **Nationwide Class:** All natural persons who purchased at least
12 one of the Products in the United States within the applicable statute of limitations
13 period.

14 (b) **California Subclass:** All natural persons who purchased at least
15 one of the Products in the State of California within the applicable statute of
16 limitations period.

17 32. Excluded from the Classes are the following individuals and/or entities:
18 Defendant and its parents, subsidiaries, affiliates, officers and directors, current or
19 former employees, and any entity in which Defendant has a controlling interest; all
20 individuals who make a timely election to be excluded from this proceeding using
21 the correct protocol for opting out; and all judges assigned to hear any aspect of this
22 litigation, as well as their immediate family members.

23 33. Plaintiffs reserve the right to modify or amend the definition of the
24 proposed Classes and/or add subclasses before the Court determines whether class
25 certification is appropriate.

26 34. **Numerosity:** The proposed Classes are so numerous that joinder of all
27 members would be impractical. The Products are sold throughout the United States
28 and the State of California. The number of individuals who purchased Products

1 during the relevant time period is at least in the hundreds. Accordingly, Class
2 members are so numerous that their individual joinder herein is impractical. While
3 the precise number of Class members and their identities are unknown to Plaintiffs at
4 this time, these Class members are identifiable and ascertainable.

5 35. Common Questions Predominate: There are questions of law and fact
6 common to the proposed Classes that will drive the resolution of this action and will
7 predominate over questions affecting only individual Class members. These
8 questions include, but are not limited to, the following:

- 9 (a) Whether Defendant misrepresented material facts and/or failed to
10 disclose material facts in connection with the packaging,
11 marketing, distribution, and sale of the Products;
- 12 (b) Whether Defendant's use of the Ceremonial Grade
13 Representation constituted false or deceptive advertising;
- 14 (c) Whether Defendant engaged in unfair, unlawful and/or fraudulent
15 business practices;
- 16 (d) Whether Defendant's unlawful conduct, as alleged herein, was
17 intentional and knowing;
- 18 (e) Whether Plaintiffs and the Classes are entitled to damages and/or
19 restitution, and if so, in what amount;
- 20 (f) Whether Plaintiffs and the Classes are entitled to injunctive relief;
- 21 (g) Whether Plaintiffs and the Classes are entitled to punitive
22 damages, and if so, in what amount; and
- 23 (h) Whether Plaintiffs and the Classes are entitled to an award of
24 reasonable attorneys' fees, interest, and costs of suit.

25 36. Defendant has engaged in a common course of conduct giving rise to
26 violations of the legal rights sought to be enforced uniformly by Plaintiffs on behalf
27 of the proposed Classes. Similar or identical statutory and common law violations,
28 business practices, and injuries are involved. The injuries sustained by members of

1 the proposed Classes flow, in each instance, from a common nucleus of operative
2 fact, namely, Defendant’s deceptive packaging and advertising of the Products. Each
3 instance of harm suffered by Plaintiffs and Class members has directly resulted from
4 a single course of unlawful conduct. Each Class member has been exposed to the
5 same deceptive practice, as the packaging of Products: (a) bears the same
6 Ceremonial Grade Representation, and (b) the Products do not meet this
7 representation of fact. Therefore, individual questions, if any, pale in comparison to
8 the numerous common questions presented in this action.

9 37. Superiority: Because of the relatively small damages at issue for each
10 individual Class member, no Class member could afford to seek legal redress on an
11 individual basis. Furthermore, individualized litigation increases the delay and
12 expense to all parties and multiplies the burden on the judicial system presented by
13 the complex legal and factual issues of this case. Individualized litigation also
14 presents a potential for inconsistent or contradictory judgments. A class action is
15 superior to any alternative means of prosecution.

16 38. Typicality: The representative Plaintiffs’ claims are typical of those of
17 the proposed Classes, as all members of the proposed Classes are similarly affected
18 by Defendant’s uniform unlawful conduct as alleged herein.

19 39. Adequacy: Plaintiffs will fairly and adequately protect the interests of
20 the proposed Classes as their interests do not conflict with the interests of the
21 members of the proposed Classes they seek to represent, and they have retained
22 counsel competent and experienced in similar class action litigation. The interests of
23 the members of the Classes will be fairly and adequately protected by the Plaintiffs
24 and their counsel.

25 40. Defendant has also acted, or failed to act, on grounds generally
26 applicable to Plaintiffs and the proposed Classes, supporting the imposition of
27 uniform relief to ensure compatible standards of conduct toward the members of the
28 Classes.

COUNT I

**Violation of California’s False Advertising Law
California Business & Professions Code § 17500, *et seq.*
(For the California Subclass)**

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4 41. Plaintiffs hereby incorporate by reference and re-alleges herein the
5 allegations contained in all preceding paragraphs of this complaint.

6 42. Plaintiffs bring this claim individually and on behalf of the members of
7 the California Subclass against Defendant pursuant to California’s False Advertising
8 Law (“FAL”), Cal. Bus. & Prof. Code § 17500, *et seq.*

9 43. The FAL makes it “unlawful for any person to make or disseminate or
10 cause to be made or disseminated before the public ... in any advertising device ...
11 or in any other manner or means whatever, including over the Internet, any
12 statement, concerning ... personal property or services professional or otherwise, or
13 performance or disposition thereof, which is untrue or misleading and which is
14 known, or which by the exercise of reasonable care should be known, to be untrue or
15 misleading.” Cal. Bus. & Prof. Code § 17500.

16 44. Defendant has represented and continues to represent to the public,
17 including Plaintiffs and members of the California Subclass, through its deceptive
18 packaging, that the Products are “Ceremonial Grade.” Because Defendant has
19 disseminated misleading information regarding the Products, and Defendant knows,
20 knew, or should have known, through the exercise of reasonable care, that the
21 Ceremonial Grade Representation is false and misleading, Defendant has violated the
22 FAL.

23 45. As a result of Defendant’s false advertising, Defendant has and
24 continues to unlawfully obtain money from Plaintiffs and members of the California
25 Subclass. Plaintiffs therefore request that the Court cause Defendant to restore this
26 fraudulently obtained money to them and members of the California Subclass, to
27 disgorge the profits Defendant made on these transactions, and to enjoin Defendant
28

1 from violating the FAL or violating it in the same fashion as discussed herein.

2 Otherwise, Plaintiffs and members of the California Subclass may be irreparably
3 harmed and/or denied an effective and complete remedy.

4 46. Plaintiffs and members of the California Subclass have no adequate
5 remedy at law and are therefore entitled to restitution, disgorgement, and/or the
6 imposition of a constructive trust to recover the amount of Defendant’s ill-gotten
7 gains, and/or other sums as may be just and equitable.

8 **COUNT II**
9 **Violation of California’s Consumers Legal Remedies Act**
10 **California Civil Code § 1750, *et seq.***
11 **(For the California Subclass)**

12 47. Plaintiffs hereby incorporate by reference and re-allege herein the
13 allegations contained in all preceding paragraphs of this complaint.

14 48. Plaintiffs bring this claim individually and on behalf of the members of
15 the California Subclass against Defendant pursuant to California’s Consumers Legal
16 Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et seq.*

17 49. The Products are a “good” within the meaning of Cal. Civ. Code §
18 1761(a), and the purchases of the Products by Plaintiffs and members of the
19 California Subclass constitute “transactions” within the meaning of Cal. Civ. Code §
20 1761(e).

21 50. Cal. Civ. Code § 1770(a)(5) prohibits “[r]epresenting that goods or
22 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or
23 quantities which they do not have... .” By marketing the Products with its current
24 packaging and through the current listings, Defendant has represented and continues
25 to represent that the Products have characteristics that they do not have (*i.e.*, that they
26 are of the highest quality and fit for use in a Japanese tea ceremony). Therefore,
27 Defendant has violated section 1770(a)(5) of the CLRA.
28

1 51. Cal. Civ. Code § 1770(a)(7) prohibits “[r]epresenting that goods or
2 services are of a particular standard, quality, or grade, or that goods are of a
3 particular style or model, if they are of another.” By marketing the Products with
4 their current packaging, Defendant has represented that the Products are of a
5 particular standard, quality, or grade (*i.e.*, that they are “ceremonial grade”) which
6 they do not possess. Therefore, Defendant has violated section 1770(a)(7) of the
7 CLRA.

8 52. Cal. Civ. Code § 1770(a)(9) prohibits “[a]dvertising goods or services
9 with intent not to sell them as advertised.” By marketing the Products with the
10 Ceremonial Grade Representation, but not intending to sell the Products as such (*i.e.*,
11 selling them with the knowledge that they are of a lesser quality), Defendant has
12 violated section 1770(a)(9) of the CLRA.

13 53. At all relevant times, Defendant has known or reasonably should have
14 known that its Ceremonial Grade Representation on the Product’s packaging and
15 marketing is false and deceptive, and that Plaintiffs and other members of the
16 California Subclass would reasonably and justifiably rely on it when purchasing the
17 Products. Nonetheless, Defendant persisted in making the Ceremonial Grade
18 Representation to deceive consumers into believing they are buying and consuming
19 the highest quality matcha, fit for use in a Japanese tea ceremony.

20 54. Plaintiffs and members of the California Subclass have justifiably relied
21 on Defendant’s misleading Ceremonial Grade Representation when purchasing the
22 Products. Moreover, based on the materiality of Defendant’s misleading and
23 deceptive conduct, reliance may be presumed or inferred for Plaintiffs and members
24 of the California Subclass.

25 55. Plaintiffs and members of the California Subclass have suffered and
26 continue to suffer injuries caused by Defendant because they would have paid less
27 for the Products, or would not have purchased them at all, had they known that the
28 Ceremonial Grade Representation was false.

1 such acts or practices are outweighed by the gravity of the harm to the alleged
2 victims. Defendant’s conduct was and continues to be of no benefit to purchasers of
3 the Products, as it is misleading, unfair, unlawful, and is injurious to consumers who
4 rely on the packaging and advertising. Deceiving consumers into believing the
5 Products are ceremonial grade, when they are not, is of no benefit to consumers.
6 Therefore, Defendant’s conduct was and continues to be “unfair.” As a result of
7 Defendant’s unfair business acts and practices, Defendant has and continues to
8 unfairly obtain money from Plaintiffs and members of the California Subclass.

9 63. Under the UCL, a business act or practice is “fraudulent” if it actually
10 deceives or is likely to deceive members of the consuming public. Defendant’s
11 conduct was and continues to be fraudulent because it has the effect of deceiving
12 consumers into believing Products are of the highest quality and fit for use in a
13 Japanese tea ceremony when, in fact, they are not. Because Defendant misled
14 Plaintiffs and members of the California Subclass, Defendant’s conduct was
15 “fraudulent.” As a result of Defendant’s fraudulent business acts and practices,
16 Defendant has and continues to fraudulently obtain money from Plaintiffs and
17 members of the California Subclass.

18 64. Plaintiffs request that the Court cause Defendant to restore this
19 unlawfully, unfairly, and fraudulently obtained money to her and members of the
20 California Subclass, to disgorge the profits Defendant made on these transactions, to
21 enjoin Defendant from violating the UCL or violating it in the same fashion as
22 discussed herein, and to pay Plaintiffs’ attorneys’ fees and costs. Otherwise,
23 Plaintiffs and members of the California Subclass may be irreparably harmed and/or
24 denied an effective and complete remedy.

25 65. Plaintiffs and members of the California Subclass have no adequate
26 remedy at law and are therefore entitled to restitution, disgorgement, and/or the
27 imposition of a constructive trust to recover the amount of Defendant’s ill-gotten
28 gains, and/or other sums as may be just and equitable.

COUNT IV
Breach of Express Warranty
(For all Classes)

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3 66. Plaintiffs hereby incorporate by reference and re-allege herein the
4 allegations contained in all preceding paragraphs of this complaint.

5 67. Plaintiffs bring this claim individually and on behalf of the members of
6 the proposed Classes against Defendant.

7 68. Defendant has expressly warranted on the Products’ packaging and
8 marketing materials that they are ceremonial-grade matcha through the Ceremonial
9 Grade Representation.

10 69. This representation about the Products is: (a) an affirmation of fact or
11 promise made by Defendant to consumers that the Product is ceremonial-grade
12 matcha; (b) became part of the basis of the bargain to purchase the Product when
13 Plaintiffs and other consumers relied on the representation; and (c) created an
14 express warranty that the Products would conform to the affirmation of fact or
15 promise. In the alternative, the representation about the Products is a description of
16 goods which were made as part of the basis of the bargain to purchase the Products,
17 and which created an express warranty that the Products would conform to the
18 Product’s description.

19 70. Plaintiffs and members of the Classes reasonably and justifiably relied
20 on the foregoing express warranties, believing that the Class Products did in fact
21 conform to those warranties.

22 71. Defendant has breached the express warranties made to Plaintiffs and
23 members of the proposed Classes by failing to produce the Products in accordance
24 with the Ceremonial Grade Representation, as expressly warranted on the packaging.

25 72. Plaintiffs and members of the Classes paid a premium price for the
26 Product but did not obtain the full value of the Products as represented. If Plaintiffs
27 and members of the Classes had known of the true nature of the Products, they
28

1 would not have been willing to pay the premium price charged in the market or
2 would not have purchased them at all. As a result, Plaintiffs and members of the
3 Classes suffered injury and deserve to recover all damages afforded under the law.

4 73. On or around January 8, 2026, after Plaintiff Tsuchimoto discovered
5 that Defendant did in fact breach the express warranty, Plaintiff notified Defendant
6 of the breach.

7 **COUNT V**
8 **Intentional Misrepresentation**
9 **(For all Classes)**

10 74. Plaintiffs hereby incorporate by reference and re-allege herein the
11 allegations contained in all preceding paragraphs of this complaint.

12 75. Plaintiffs bring this claim individually and on behalf of the members of
13 the proposed Classes against Defendant.

14 76. Defendant marketed the Products in a manner indicating that they are of
15 the highest quality, fit for a Japanese tea ceremony, when they are not. Therefore,
16 Defendant has made misrepresentations about the Products.

17 77. The Ceremonial Grade Representation is material to a reasonable
18 consumer because it relates to the quality and utility of the Products. A reasonable
19 consumer attaches importance to such representations and is induced to act thereon
20 in making purchasing decisions.

21 78. At all relevant times, Defendant knew that the Ceremonial Grade
22 Representation was misleading. Defendant intends for Plaintiffs and other consumers
23 to rely on the Ceremonial Grade Representation, as evidenced by Defendant
24 intentionally and conspicuously placing it on the packaging and marketing materials
25 of the Products. In the alternative, Defendant acted recklessly in making the
26 Ceremonial Grade Representation without regard for the truth.

27 79. Plaintiffs and members of the proposed Classes have reasonably and
28 justifiably relied on Defendant's intentional misrepresentations (*i.e.*, the Ceremonial

1 Grade Representation) when purchasing the Products, and had the correct facts been
2 known, would not have purchased them at the prices at which they were sold in the
3 market, or would not have purchased them at all.

4 80. Therefore, as a direct and proximate result of Defendant’s intentional
5 misrepresentations, Plaintiffs and members of the Classes have suffered economic
6 losses and other general and specific damages, including but not limited to the
7 amounts paid for the Products and any interest that would have accrued on those
8 monies, all in an amount to be proven at trial.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs, individually and on behalf of the proposed Classes,
11 respectfully pray for the following relief:

- 12 (a) Certification of this case as a class action on behalf of the Classes
13 defined above, appointment of Plaintiffs as Class representatives,
14 and appointment of their counsel as Class counsel;
- 15 (b) A declaration that Defendant’s actions, as described herein,
16 violate the laws described herein;
- 17 (c) An award to Plaintiffs and the proposed Classes of restitution
18 and/or other equitable relief including, without limitation,
19 restitutionary disgorgement of all profits and unjust enrichment
20 that Defendant obtained from Plaintiffs and the proposed Classes
21 as a result of its unlawful, unfair and fraudulent business practices
22 described herein;
- 23 (d) An award of injunctive and other equitable relief as is necessary
24 to protect the interests of Plaintiffs and Class members including,
25 *inter alia*, an order prohibiting Defendant from engaging in the
26 unlawful acts described above;
- 27 (e) An award of all economic, monetary, actual, consequential, and
28 compensatory damages caused by Defendant’s conduct;
- (f) An award of punitive damages;
- (g) An award of nominal damages;
- (h) An award to Plaintiffs and their counsel of reasonable expenses
and attorneys’ fees;

- (i) An award to Plaintiffs and the proposed Classes of pre- and post-judgment interest, to the extent allowable; and
- (j) For such further relief that the Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiffs demand a trial by jury on all claims so triable.

Dated: April 6, 2026

BURSOR & FISHER, P.A.

By: /s/ Ines Diaz Villafana
Ines Diaz Villafana

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CLRA VENUE DECLARATION

I, Ines Diaz Villafana, declare as follows:

1. I am an attorney at law licensed to practice in the State of California and a member of the bar of this Court. I am an attorney at Bursor & Fisher, P.A., counsel of record for Plaintiffs. I have personal knowledge of the facts set forth in this declaration and as called as a witness, I could and would completely testify thereto under oath.

2. Plaintiff Morris alleges that she is a citizen of California and resides in San Diego, California. The Complaint filed in this action is filed in the proper place for trial under Civil Code Section 1780(d) because a substantial part of the events giving rise to Plaintiff Morris’s claims occurred in this District, given that Plaintiff was located in this District when she purchased the Products.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct, and that this declaration was executed at Walnut Creek, California, this 6th day of April 2026.

/s/ Ines Diaz Villafana
Ines Diaz Villafana

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Lawsuit Alleges MatchaBar 'Ceremonial Grade' Matcha Powder Is Lower Quality Than Advertised](#)
